



# City of Pensacola

## Agenda Conference

### Agenda

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Monday, August 10, 2020, 3:30 PM

Council Chambers, 1st Floor

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**\*Members of the public may attend and participate only via live stream or phone city of pensacola.com/428/Live-Meeting-Video**

**\*Citizens may submit an online form here <https://www.cityofpensacola.com/ccinput>  
BEGINNING AT 1 PM**

#### ROLL CALL

#### PRESENTATION ITEMS

#### REVIEW OF CONSENT AGENDA ITEMS

1. [20-00300](#) MOTOROLA 8-YEAR SYSTEM UPGRADE AGREEMENT (SUA)

**Recommendation:** That City Council authorize the Mayor to execute a 8-year System Upgrade Agreement (SUA) with Motorola to provide maintenance and major system software and hardware upgrades as necessary to maintain the P25 Public Safety Radio System. Further, that City Council authorize the Mayor to take all actions necessary to execute the agreement.

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

**Attachments:** [Motorola System Upgrade Agreement](#)

2.     [20-00340](#)     AWARD OF ENVIRONMENTAL CONTINUING SERVICES FOR  
RFQ#20-004 PROFESSIONAL ENVIRONMENTAL SERVICES FOR  
CONDUCTING ENVIRONMENTAL SITE ASSESSMENTS
- Recommendation:*     That City Council award contracts to Cameron-Cole, LLC, Ecology and  
Environment, Inc., Geosyntec Consultants, Inc., and PPM Consultants, Inc.,  
for continuing professional environmental services requested through  
RFQ#20-004 for initial term of five years. Further, that Council authorize  
the Mayor take all actions necessary to negotiate and execute the  
necessary contracts, including a one-year renewal option specified in the  
RFQ.
- Sponsors:*             Grover C. Robinson, IV
- Attachments:*         [Tabulation of Qualifications, RFQ No. 20-004](#)  
[Selection Committee Scoring Matrix, RFQ No. 20-004](#)  
[Final Vendor Reference List, RFQ No. 20-004](#)
3.     [20-00389](#)     AIRPORT - APPROVAL OF AMENDMENT NO. 5 TO THE LEASE AND  
OPERATING AGREEMENT WITH BLUE AIR TRAINING LLC
- Recommendation:*     That City Council authorize the Mayor to execute Amendment No. 5 to the  
Lease and Operating Agreement between the City of Pensacola and Blue  
Air Training LLC (f/k/a ECKO Air LLC) at the Pensacola International  
Airport. Further, that City Council authorize the Mayor to take all  
necessary actions to execute Amendment No. 5.
- Sponsors:*             Grover C. Robinson, IV
- Attachments:*         [Blue Air Training Amendment No 5](#)
4.     [20-00390](#)     AIRPORT - APPROVAL OF AMENDMENT NO 5 TO THE LEASE AND  
OPERATING AGREEMENT BETWEEN THE CITY OF PENSACOLA AND  
PENSACOLA AVIATION CENTER, LLC (F/K/A AEROSE LLC)
- Recommendation:*     That City Council authorize the Mayor to execute Amendment No. 5 to the  
Lease and Operating Agreement between the City of Pensacola and  
Pensacola Aviation Center, LLC (f/k/a Aerose LLC) at the Pensacola  
International Airport. Further, that City Council authorize the Mayor to take  
all actions necessary to execute the Amendment No. 5.
- Sponsors:*             Grover C. Robinson, IV
- Attachments:*         [Pensacola Aviation Center \(fka Aerose LLC\) Amendment No 5](#)



5. [20-00416](#) APPOINTMENTS - FIRE PREVENTION BOARD OF APPEALS
- Recommendation:** That City Council appoint two (2) individuals to the Fire Prevention Board of Appeals for a term of three (3) years, expiring August 31, 2023.
- Sponsors:** Jewel Cannada-Wynn
- Attachments:** [Member List](#)  
[Application of Interest - Ian Barber.pdf](#)  
[Application of Interest - Jeff Martin.pdf](#)  
[Ballot](#)
6. [20-00392](#) APPOINTMENT - AFFORDABLE HOUSING ADVISORY COMMITTEE
- Recommendation:** That City Council approve the appointment of Justin Williams, Escambia County appointee, as a member of the Affordable Housing Advisory Committee for the remainder of a three (3) year term, expiring September 30, 2021.
- Sponsors:** Jewel Cannada-Wynn
- Attachments:** [Affordable Housing Advisory Committee Application Justin Williams](#)
7. [20-00433](#) APPOINTMENT OF COUNCILWOMAN ANN HILL TO THE AFFORDABLE HOUSING ADVISORY COMMITTEE
- Recommendation:** That City Council approve the appointment of Councilwoman Ann Hill to the Affordable Housing Advisory Committee.
- Sponsors:** Jewel Cannada-Wynn
8. [20-00400](#) UPDATED ESCAMBIA CONSORTIUM CITIZEN PARTICIPATION PLAN
- Recommendation:** That City Council approve the revised Escambia Consortium Citizen Participation Plan for U.S. Department of Housing and Urban Development (HUD) programs for purposes of incorporating updated language regarding the Affirmatively Furthering Fair Housing Rule, including provisions relative to waivers provided under the CARES Act, and making minor edits to align with federal regulations.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [1\) Escambia Consortium Citizen Participation Plan Updated July 202](#)  
[Public Notice Escambia Consortium Citizen Participation Plan](#)

9. [20-00402](#) ACQUISITION OF OKALOOSA GAS DISTRICT CUSTOMERS AND ASSETS IN ESCAMBIA COUNTY
- Recommendation:** That City Council approve the Asset Purchase Agreement to acquire customers, pipeline and appurtenances located in Escambia County from Okaloosa Gas District for a total sum of \$427,748. Further, that Council authorize the Mayor to execute the closing documents and take all actions necessary to complete the customer transition to Pensacola Energy.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Asset Purchase Agreement](#)  
[RBC Resources Acquisition Report](#)
10. [20-00417](#) APPROVAL OF SOLAR PROPERTY USE AGREEMENT WITH GULF POWER
- Recommendation:** That City Council authorize the Mayor to execute a Solar Property Use Agreement with Gulf Power. Further that City Council authorize the Mayor to take all actions necessary relating to the execution of this agreement.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [City of Pensacola Solar Project Options](#)  
[Master Solar Lease Agreement - Pensacola](#)

## REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

11. [20-00394](#) PUBLIC HEARING FOR THE ANNUAL ASSESSMENT RESOLUTION IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2020 STORMWATER ASSESSMENT ROLL
- Recommendation:** That City Council conduct a public hearing on August 13, 2020 to adopt the final assessment resolution imposing stormwater service assessments and approving the 2020 Stormwater Assessment Roll.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Stormwater Assessment Resolution](#)  
[PROOF OF PUBLICATION OF PUBLIC HEARING](#)

12. [2020-25](#) ADOPTION OF RESOLUTION NO. 2020-25 IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2020 STORMWATER ASSESSMENT ROLL

**Recommendation:** That City Council adopt Resolution No. 2020-25.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

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

**Attachments:** [Resolution No. 2020-25](#)

13. [20-00399](#) PUBLIC HEARING: REQUEST TO VACATE RIGHT OF WAY - 310 BAY BOULEVARD AND 306 BAY BOULEVARD

**Recommendation:** That City Council conduct a public hearing on August 13, 2020, to consider the request to vacate a 20' portion of Bay Boulevard adjacent to property located at 310 Bay Boulevard and 306 Bay Boulevard.

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

**Attachments:** [Vacation of Right of Way Application](#)  
[Planning Board Minutes July 14 2020 DRAFT](#)  
[Proposed Ordinance No. 39-20](#)

14. [39-20](#) PROPOSED ORDINANCE NO. 39-20: REQUEST TO VACATE RIGHT OF WAY - 310 BAY BOULEVARD AND 306 BAY BOULEVARD

**Recommendation:** That City Council approve Proposed Ordinance No. 39-20 on first reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF BAY BOULEVARD IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

**Attachments:** [Proposed Ordinance No. 39-20](#)  
[Vacation of Right of Way Application](#)  
[Planning Board Minutes July 14 2020 DRAFT](#)

15.     [20-00422](#)     MARTIN LUTHER KING, JR. BOULEVARD-ALCANIZ STREET AND DAVIS HIGHWAY TWO-WAY CONVERSION

**Recommendation:**     That the City Council request that the Florida-Alabama Transportation Planning Organization (FL-AL TPO) and the Florida Department of Transportation (FDOT) move forward with the two-way conversion of Martin Luther King, Jr. Boulevard/Alcaniz Street and Davis Highway

**Sponsors:**             Jared Moore

**Attachments:**         [MLK-Alcaniz-Davis Two-Way Traffic Feasibility Study](#)

16.     [20-00315](#)     PORT - STREAMLINE BOATS OF NW FLORIDA LLC LEASE AGREEMENT

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

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

**Attachments:**         [July 23, 2020 Memo](#)  
                              [Streamline Site Visit Report](#)  
                              [Streamline Lease - Final Draft](#)

17.     [20-00362](#)     PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT 3-12-0063-044-2020

**Recommendation:**     That City Council approve and authorize the Mayor to execute the acceptance of the Federal Aviation Administration Airport Improvement Program (AIP) Grant 3-12-0063-044-2020 in the amount of \$7,256,448 for the design, construction, and construction administration of a Remain-Over-Night (RON) Apron, design, construction, and construction administration for Obstruction Clearing, design, construction, and construction administration to accommodate proper Taxiway/Taxilane Separation, and the Construction of a General Aviation Customs and Border Protection Facility at the Pensacola International Airport. Further, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant.

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

**Attachments:**         [Grant Agreement 3-12-0063-044-2020](#)  
                              [Supplemental Budget Resolution No. 2020-20](#)  
                              [Supplemental Budget Explanation No. 2020-20](#)

18. [2020-20](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-20 - FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT 3-12-0063-044-2020

**Recommendation:** That City Council approve Supplemental Budget Resolution No. 2020-20.

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

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

**Attachments:** [Supplemental Budget Resolution No. 2020-20](#)  
[Supplemental Budget Explanation No. 2020-20](#)  
[Grant Agreement 3-12-0063-044-2020](#)

19. [20-00414](#) CITY OF PENSACOLA RESILIENT COASTLINES PROGRAM - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT R2116

**Recommendation:** That City Council approve and authorize the Mayor to execute the acceptance of the Florida Department of Environmental Protection Grant R2116 in the amount of \$75,000 to identify the locations of vulnerable infrastructure, critical facilities, stormwater structures and utilize other available datasets to link sea level rise risk assessment with the City's Community Rating System program. Specifically, the City will develop language to comply with statutory requirements related to "Peril of Flood" and include outreach tools, such as a story map, to visualize work products and policy language.

Further, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

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

**Attachments:** [Supplemental Budget Resolution No. 2020-28](#)  
[Supplemental Budget Explanation No. 2020-28](#)

20.     [2020-28](#)     SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-28 - CITY OF PENSACOLA RESILIENT COASTLINES PROGRAM - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT R2116
- Recommendation:*     That City Council adopt Supplemental Budget Resolution No. 2020-28.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30 2020; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:*             Grover C. Robinson, IV
- Attachments:*         [Supplemental Budget Resolution No. 2020-28](#)  
                                  [Supplemental Budget Explanation No. 2020-28](#)
21.     [20-00423](#)     EXTENSION OF THE MAYORAL DECLARATION OF STATE OF EMERGENCY
- Recommendation:*     That City Council approve the Mayor's request for an extension of the Declaration of Emergency until the Council meeting scheduled for September 24, 2020.
- Sponsors:*             Grover C. Robinson, IV
- Attachments:*         [City of Pensacola State of Emergency 20-01](#)  
                                  [Executive Order 20-52](#)  
                                  [Executive Order 20-112](#)  
                                  [Executive Order 20-114](#)  
                                  [Executive Order 20-139](#)  
                                  [Executive Order 20-166](#)
22.     [20-00424](#)     DECLARATION AND DISPOSITION OF REAL PROPERTY - 900 EAST JACKSON STREET (MALCOLM YONGE GYMNASIUM)
- Recommendation:*     That the City Council declare the real property located at 900 East Jackson Street, Malcolm Yonge Gymnasium (Parcel Ref. No. 000S009025005082) as surplus and authorize the Mayor to dispose of through a Request for Proposal. Further, that the City Council determine the desired reuse and authorize the Mayor to execute all contracts, related documents, and any related action necessary to dispose of the property and that staff draft as necessary.
- Sponsors:*             Grover C. Robinson, IV
- Attachments:*         [Aerial from Property Appraiser Website](#)  
                                  [Appraisal - September 2019](#)  
                                  [Disposition of Surplus Real Property - Council Policy](#)

23.     [20-00425](#)     DISPOSITION OF SURPLUS PROPERTY - 1015 NORTH “E” STREET  
AND 1000 BLOCK NORTH “E” STREET

**Recommendation:**     That City Council approve the sale of City-owned, improved real property located at 1015 North “E” Street, Parcel Identification Reference Number 000S009060013048, Account Number 150595000 and the City-owned, improved real property located at 1000 Block North “E” Street, Parcel Identification Reference Number 000S009060015048, Account Number 15059600 to the only responsive bidder, Tywan Hester, in the amount of \$115,000. Further, that City Council authorize the Mayor to negotiate and execute all necessary documents related to the sale of the properties. Further, that City Council authorize the Mayor to negotiate and execute all necessary documents related to the sale of the properties and to dispose of properties by engaging a commercial realtor from the City’s approved list to finalize and complete the sale. Finally, that City Council authorize 100% of the proceeds, after costs associated with the final transaction of both parcels, be allocated to establish a position within the Housing department to focus on the 500 Homes in 5 Years Affordable Housing Initiative.

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

**Attachments:**         [Report of Council Action 1015 N E Street dated November 17, 2016](#)  
                              [Inspection Report 1015 North E Street](#)  
                              [Sale Brochure 1015 North E Street](#)  
                              [Alice Williams History](#)  
                              [Warranty Deed 1000 BLK N E](#)  
                              [1015 North E Street Parcel Map - Surplus Request](#)  
                              [Escambia County Property Appraiser Parcel Information 1000 BLK N](#)  
                              [Parcel info 1015 N E Street 000S009060013048](#)  
                              [GIS Map 1015 N E Street](#)

24.     [20-00436](#)     SCHEDULING OF A STANDING “BUSINESS” WORKSHOP

**Recommendation:**     That City Council schedule a standing “business” workshop to be held, if needed, on the second Agenda Conference meeting day of the month.

**Sponsors:**             Jewel Cannada-Wynn

**25.** 2020-24

SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-24 LAW  
ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE  
PENSACOLA POLICE DEPARTMENT

**Recommendation:** That the City Council adopt Supplemental Budget Resolution No. 2020-24.

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

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

**Attachments:**

- [Supplemental Budget Resolution No. 2020-24](#)
- [Supplemental Budget Explanation No. 2020-24](#)
- [Letter of Certification](#)
- [Studer Community Institute LETF application](#)
- [Gulf Coast Kids House LETF application](#)

**26.** 2020-27

SUPPLEMENT BUDGET RESOLUTION NO. 2020-27 - COVID19  
RELATED RESPONSE FUNDING

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 2020-27.

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

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

**Attachments:** [Supplemental Budget Resolution No. 2020-27](#)  
[Supplemental Budget Explanation No. 2020-27](#)

**27.**     2020-29

RESOLUTION NO. 2020-29 - CONTINUING THE COMMUNITY  
REDEVELOPMENT AGENCY THROUGH SEPTEMBER 30, 2046.

**Recommendation:** That City Council adopt Resolution No. 2020-29:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA APPROVING BY MAJORITY VOTE THE CONTINUED EXISTENCE OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA THROUGH SEPTEMBER 30, 2046; AMENDING CITY RESOLUTION NO. 55-80 TO PROVIDE THAT THE AGENCY SHALL SUNSET OR TERMINATE ON SUCH DATE; PROVIDING FINDINGS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Jared Moore

**Attachments:** Resolution No. 2020-29



28.     [2020-30](#)     PROPOSED RESOLUTION NO. 2020-30 - COMMUNITY  
REDEVELOPMENT AGENCY EXTENSION

*Recommendation:*     That City Council adopt Resolution No. 2020-30:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA APPROVING THE CONTINUED EXISTENCE OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA THROUGH SEPTEMBER 30, 2046, WHICH SHALL BE CONDIDTIONAL UPON MEETING CERTAIN REQUIREMENTS TO PROVIDE PROGRAMS TO LOW INCOME AFRICAN AMERICAN COMMUNITIES TO ADDRESS INSTITUTIONALIZED AND SYSTEMIC RACISM IN THE URBAN CORE COMMUNITY REDEVELOPMENT AREA. AMENDING CITY RESOLUTION NO. 55-80 TO PROVIDE THAT THE AGENCY SHALL SUNSET OR TERMINATE ON SUCH DATE; PROVIDING FINDINGS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

*Sponsors:*             Sherri Myers

*Attachments:*         [Proposed Resolution No. 2020-30](#)

29.     [33-20](#)     PROPOSED ORDINANCE NO. 33-20 - AMENDING SECTION 6-3-2 OF  
THE CODE OF THE CITY OF PENSACOLA, RULES AND REGULATIONS  
GENERALLY, AND ADDING SUBSECTION (C) SPECIFYING PARK  
HOURS

*Recommendation:*     That City Council approve Proposed Ordinance No. 33-20 on first  
reading:

AN ORDINANCE AMENDING SECTION 6-3-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING RULES AND REGULATIONS GENERALLY; SPECIFYING PARK HOURS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

*Sponsors:*             Grover C. Robinson, IV

*Attachments:*         [Proposed Ordinance No. 33-20](#)

30.     [38-20](#)           PROPOSED ORDINANCE NO. 38-20 - AMENDING ORDINANCE NO. 18-07 AND ORDINANCE NO. 25-08 CLOSING, ABANDONING AND VACATING THE COLFAX STREET RIGHT OF WAY BETWEEN 9TH AVE AND 10TH AVE

**Recommendation:**   That City Council approve Proposed Ordinance No. 38-20 on first reading:

AN ORDINANCE AMENDING ORDINANCE NO. 18-07 AND ORDINANCE NO. 25-08 CLOSING, ABANDONING AND VACATING THE COLFAX STREET RIGHT OF WAY BETWEEN 9TH AVENUE AND 10TH AVENUES; AND A PORTION OF THE 10TH AVENUE RIGHT-OF-WAY IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA BY FURTHER ABANDONING A TWENTY-FOOT EASEMENT WITHIN 10TH AVENUE AND COLFAX STREET; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

**Sponsors:**           Jewel Cannada-Wynn

**Attachments:**       [Proposed Ordinance No. 38-20](#)  
                              [Ordinance No. 25-08](#)  
                              [Ordinance No. 18-07](#)  
                              [Hawkshaw 10th Ave Termination - 5-19-2020 Map](#)

31.     [31-20](#)           PROPOSED ORDINANCE NO. 31-20 - VACATION OF ALLEYWAY - BLOCK 61, EAST PENSACOLA HEIGHTS

**Recommendation:**   That City Council adopt Proposed Ordinance No. 31-20 on second reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE ALLEYWAY LOCATED IN BLOCK 61, EAST PENSACOLA; IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

**Attachments:**       [Vacation of Right of Way Application](#)  
                              [Planning Board Minutes June 9 2020 Draft](#)  
                              [Proposed Ordinance No. 31-20](#)

32.     [34-20](#)           PROPOSED ORDINANCE NO. 34-20 - CREATING SECTION 2-3-5 OF THE CODE OF THE CITY OF PENSACOLA, RELATED TO THE DISPOSITION OF SENSITIVE PROPERTIES

**Recommendation:**   That City Council adopt Proposed Ordinance No. 34-20 on second reading:

AN ORDINANCE CREATING SECTION 2-3-5 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, RELATED TO THE PRESERVATION OF SENSITIVE CITY-OWNED PROPERTIES; PROVIDING FOR ASSESSMENT OF HISTORICAL, ARCHAEOLOGICAL, ARCHITECTURAL, AND ENVIRONMENTAL CHARACTERISTICS OF REAL PROPERTY PRIOR TO DISPOSITION; PROVIDING FOR PUBLIC HEARING PRIOR TO DISPOSITION OF SENSITIVE PROPERTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

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

**Attachments:**       [Proposed Ordinance No. 34-20](#)

33.     [35-20](#)           PROPOSED ORDINANCE NO. 35-20 - ADOPTING AMENDMENTS TO THE COMPREHENSIVE PLAN AND ADOPTING THE CURRENT FUTURE LAND USE MAP

**Recommendation:**   That City Council adopt Proposed Ordinance No. 35-20 on second reading.

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

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

**Attachments:**       [Proposed Ordinance No. 35-20](#)  
                              [Exhibit A - Proposed Comprehensive Plan](#)  
                              [Exhibit B - Current Future Land Use Map](#)  
                              [2011 Comprehensive Plan for the City of Pensacola](#)  
                              [April 9, 2019 Planning Board Minutes](#)  
                              [July 9, 2019 Planning Board Minutes](#)

34.     [37-20](#)           PROPOSED ORDINANCE NO. 37-20, CLOSING, ABANDONING AND VACATING A UTILITY EASEMENT ALONG A VACATED PORTION OF BAY BOULEVARD
- Recommendation:*   That City Council adopt Proposed Ordinance No. 37-20 on second reading:
- AN ORDINANCE CLOSING, ABANDONING AND VACATING A UTILITY EASEMENT ALONG A VACATED PORTION OF BAY BOULEVARD IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
- Sponsors:*           Jewel Cannada-Wynn
- Attachments:*       [Proposed Ordinance No. 37-20](#)  
                              [ECUA Inman Termination of Easement -1010 Bay Blvd 5-20-20](#)  
                              [Gulf Power Recorded Doc 5-4-2020 Release of easement Lots 9-12](#)

## FOR DISCUSSION

35.     [20-00420](#)          QUARTERLY FINANCIAL REPORT - NINE MONTHS ENDING JUNE 30, 2020 (UNAUDITED) - FINANCE DIRECTOR AMY LOVOY
- Sponsors:*           Grover C. Robinson, IV
- Attachments:*       [Financial Report - Nine Months Ending June 30, 2020 \(Unaudited\)- v](#)  
                              [Financial Report Presentation - Nine Months Ending June 30, 2020 \(](#)
36.     [20-00434](#)          CARES ACT FUNDING
- Sponsors:*           Jewel Cannada-Wynn
- Attachments:*       [CARES Request from Mayor to BCC](#)  
                              [CARES Spreadsheet](#)  
                              [BCC Transmittal Letter](#)

## CONSIDERATION OF ANY ADD-ON ITEMS

## READING OF ITEMS FOR COUNCIL AGENDA

## COMMUNICATIONS

City Administrator's Communication

City Attorney's Communication

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

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

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00300

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

MOTOROLA 8-YEAR SYSTEM UPGRADE AGREEMENT (SUA)

**RECOMMENDATION:**

That City Council authorize the Mayor to execute a 8-year System Upgrade Agreement (SUA) with Motorola to provide maintenance and major system software and hardware upgrades as necessary to maintain the P25 Public Safety Radio System. Further, that City Council authorize the Mayor to take all actions necessary to execute the agreement.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In 2015, the City of Pensacola upgraded to a State-of-the-Art Radio System P25 Digital Platforms utilizing the Houston-Galveston Area Contract (HGAC) in partnership with Escambia and Santa Rosa counties. The digital, computer-based radio system's hardware and software need upgrading every 3-5 years to remain compliant with the software licensing requirements and hardware replacement cycles.

The City pays Motorola \$290,748 annually for Maintenance and Support under our existing agreement; however, this cost does not cover new versions and upgrades.

The City of Pensacola would like to enter into a 10-year System Upgrade Agreement (SUA) that will incorporate our existing maintenance contract and upgrades to major system software releases necessary to keep the radio system working. This contract will include the system software and hardware upgrades with implementation as needed through the 8-year period with a flat annual payment.

Entering into this agreement will help with the budget prediction and cost containment over the lifespan of the radio system. Escambia and Santa Rosa counties are entering into similar agreements with Motorola for their equipment with the same timeframe. To maximize savings and minimize disruptions, these upgrades must be done concurrently across all three agencies on the live radio system, including the critical components of Fire and Police.

**PRIOR ACTION:**

March 12, 2015 - Council approved the replacement of the City's 800 MHz Radio System with the new State-of-the-Art Digital System

**FUNDING:**

Budget: \$ 460,100 FY 2020

Actual: \$ 418,765 FY 2020

**FINANCIAL IMPACT:**

Funding for each year will be included in each department's budget utilizing the radio system. Sufficient funding has been included in the Fiscal Year 2021 Proposed Budget.

**CITY ATTORNEY REVIEW:** Yes

7/6/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator  
Trudi L. Nichols, Director of Innovation & Technology

**ATTACHMENTS:**

- 1) Motorola System Upgrade Agreement

**PRESENTATION:** No

# CITY OF PENSACOLA, FLORIDA

LONG TERM SUA & MAINTENANCE CONTRACT RECOMMENDATION AND PRICING

JULY 23, 2020

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SECTION 1

# ADVANCED PLUS SERVICES

## 1.1 ADVANCED PLUS SERVICES OVERVIEW

In order to ensure the continuity of City of Pensacola's network and reduce system downtime Motorola Solutions proposes our Advanced Plus Services offering to City of Pensacola. Appropriate for customers who wish to leverage Motorola Solutions' experienced personnel to maintain mission-critical communications for their first responders, Advanced Plus Services focuses on monitoring the network on an ongoing basis, proactively mitigating potential functionality and security issues, and providing both remote and on-site support. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- Network Event Monitoring.
- On-site Support.
- Annual Preventative Maintenance.
- Network Hardware Repair with Advanced Replacement.
- Remote Security Patch Installation.
- Network Updates via System Upgrade Agreement.

These services will be delivered to City of Pensacola through the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within our Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

## 1.2 ADVANCED PLUS SERVICES DESCRIPTIONS

### 1.2.1 Centralized Service Delivery

Centralized support will be provided by Motorola Solutions' support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of City of Pensacola's system.

Motorola Solutions will provide **Service Desk** response as a single point of contact for all support issues, including communications between City of Pensacola, third-party subcontractors and manufacturers, and Motorola Solutions. When City of Pensacola personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using our Customer Relationship Management (CRM) system. The Service Desk is responsible for documenting



City of Pensacola inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for **Technical Support**, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola Solutions' recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

The same SSC staff that provide direct telephone support to City of Pensacola will also provide **Network Event Monitoring** to City of Pensacola network in real-time, ensuring continuous management of the system's operational functionality. The SSC's technicians will utilize sophisticated tools to remotely monitor City of Pensacola system, often identifying and resolving anomalous events before they might affect user communications.

## 1.2.2 Field Service Delivery

On-site repairs and network preventative maintenance will be provided by authorized local field services delivery personnel, who will be dispatched from and managed by the Solutions Support Center.

**On-Site Support** provides local, trained and qualified technicians who will arrive at a City of Pensacola location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or Field Replacement Unit (FRU) in order to identify defective elements, and replacing those elements with functioning ones. The system technician will respond to the City of Pensacola location in order to remedy equipment issues based on the impact of the issue to overall system function.

**Annual Preventive Maintenance Service** provides proactive, regularly scheduled operational testing and alignment of infrastructure and network components to ensure that they continually meet original manufacturer specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis.

## 1.2.3 Network Hardware Repair

Motorola Solutions' authorized Repair Depot will repair the equipment provided by Motorola Solutions, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola Solutions equipment, and coordinate the repair of third-party solution components.

Motorola Solutions also proposes **Network Hardware Repair with Advanced Replacement** to the City of Pensacola. With this additional service, Motorola Solutions will exchange malfunctioning components and equipment with advanced replacement units or Field Replacement Units (FRUs) as they are available in the Repair Depot's inventory. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot

and returned to the Repair Depot's FRU inventory upon repair completion. If City of Pensacola prefers to maintain their existing FRU inventory, City of Pensacola will be able to request a "loaner" FRU while their unit is being repaired.

## 1.2.4 Security Management Operations

The proposed **Remote Security Patch Installation Service** will provide City of Pensacola with pre-tested security updates, pre-tested and remotely installed by Motorola Solutions on City of Pensacola's system. When appropriate, Motorola Solutions will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates before installation on City of Pensacola's network. Once an update is fully tested and ready for deployment, Motorola Solutions will remotely install it onto City of Pensacola's system, and notify City of Pensacola that the patch has been successfully installed. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website.

## 1.2.5 Network Updates

With our proposed **Network Updates Service**, Motorola Solutions commits to sustain City of Pensacola's ASTRO 25 system through a program of software and hardware updates aligned with the ASTRO 25 platform lifecycle. This comprehensive approach to technology sustainment will ensure that City of Pensacola has access to the latest available standard features, as well as the opportunity to incorporate optional features through the purchase of hardware and/or software licenses. Updates and expansion of system components will optimize the availability of repair services, and will enable City of Pensacola to add RF sites, dispatch positions, data subsystems, network management positions, and other elements to increase capacity and processing capability. Motorola Solutions will minimize any interruption to system operation during each network update, with minimal reliance on City of Pensacola's personnel.

Additional details on Network Updates are included in Section 2.

## 1.3 MOTOROLA SOLUTIONS' SERVICES CAPABILITIES

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola Solutions' team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

### 1.3.1 On-Call Support through the Solutions Support Center (SSC)

The cornerstone of our customer care process, our Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola Solutions customers per month, the SSC provides our customers with a centralized contact point for service requests.



### **1.3.2 On-Site Service through a Field Service Team**

On-site maintenance and repair of City of Pensacola system will be provided by Motorola Solutions' local team of service personnel. Motorola Solutions will provide City of Pensacola with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to City of Pensacola service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for on-site service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or Field Replacement Unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will notify City of Pensacola that the system is restored to normal operation and request approval to close the case.

### **1.3.3 Centralized Repair Management through Motorola Solutions' Repair Depot**

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate City of Pensacola's network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in City of Pensacola system. All components being repaired are tracked throughout the process, from shipment by City of Pensacola to return through a case management system where users can view the repair status of the equipment via a web portal.

### **1.3.4 Direct Access to System Information through MyView Portal**

Supplementing Motorola Solutions' proposed services plan for City of Pensacola is access to MyView Portal, the Motorola Solutions' online system information tool (see the figure titled "MyView Portal"). MyView Portal provides our customers with real-time visibility to critical system and services information, all through an easy-to-use, graphical interface. With just a few clicks, City of Pensacola administrators will gain instant access to system and support compliance, case reporting, ability to update and create cases, have visibility to when the system will be updated, and receive pro-active notifications regarding system updates. Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.





Figure 1-1: MyView Portal offers real-time, role-based access to critical system and services information.



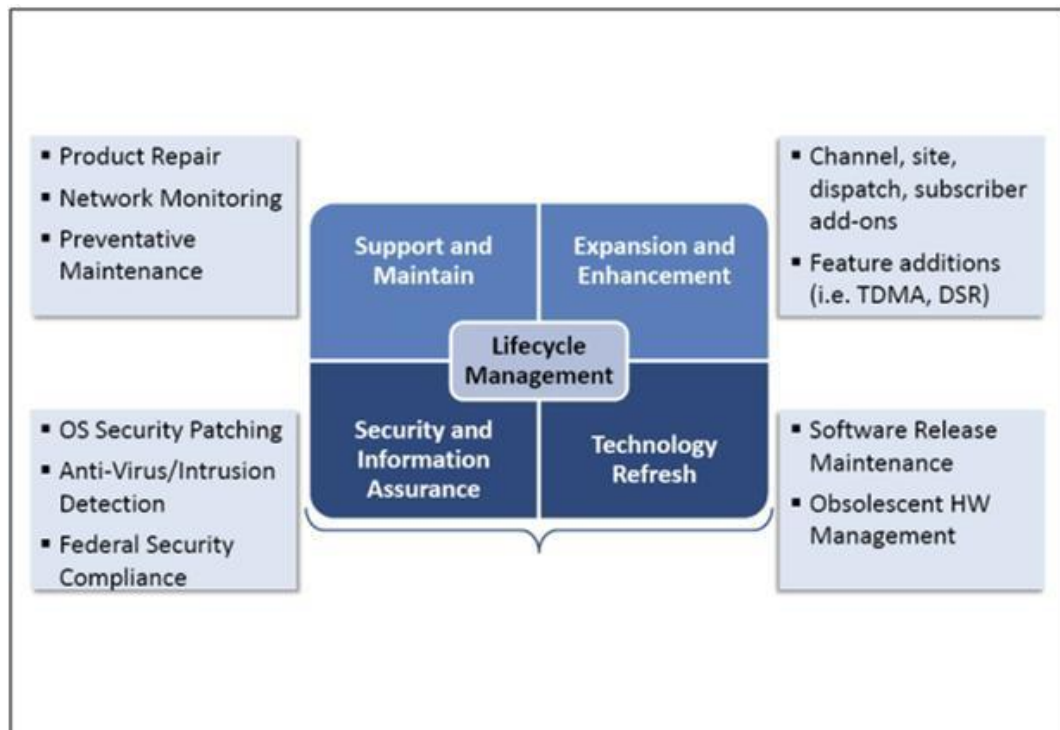
SECTION 2

# LIFECYCLE MANAGEMENT THROUGH NETWORK UPDATES

## 2.1 OVERVIEW

Lifecycle management of City of Pensacola Land Mobile Radio network (LMR network), also referred to as ASTRO 25 system, is critical to keeping it secure, operational, expandable, and up- to-date. Throughout the lifecycle of City of Pensacola LMR network, maintenance and sustainment activities will be required (Refer to the diagram below.).

Some activities will occur daily (for example, network health monitoring), as needed (for example, lightning strike damages equipment), while others will occur in accordance with the cadence of your lifecycle plan (for example, periodic updates of computers and software). Through a lifecycle sustainment plan and with custom-tailored lifecycle products and services City of Pensacola LMR network will be able to support your communications requirements well into the future.





The ASTRO 25 LMR network is an integrated end-to-end solution that delivers mission-critical LMR services to City of Pensacola. The foundation of the ASTRO 25 network is an information technology (IT) based call processing core that incorporates both Motorola Solutions and third-party Original Equipment Manufacturer (OEM) software and hardware components. These components follow typical IT industry lifecycles and eventually require replacement due to obsolescence. As with IT computing platforms and other enterprise business systems, the pace of technology obsolescence is primarily driven by commercial OEM products that frequently change and transition into declining levels of support and availability. Consequently, systems without a plan for regular updates can become increasingly difficult and expensive to repair and may also become more vulnerable to security attacks. Additionally, un-updated systems may not be able to take advantage of advancements in technology that provide enhanced features and performance and may be limited in their ability to expand. Development of a lifecycle sustainment plan provides a roadmap for anticipating and implementing actions to address obsolescence and support limitations. A well-developed lifecycle sustainment plan provides these benefits:

1. **Operations sustainment:** Ability to maintain highest level of performance and functionality of system operations.
2. **Network security and information assurance:** Protection against system vulnerabilities that may compromise network security and confidential information. Compliance to these security requirements (NIST 800-53, NENA NG911, DHS 4300, DOD 8500.2, etc).
3. **Support for growth and expansion:** Ability to add users, channels and features; expand system coverage and capabilities and/or add-on new agencies.
4. **Fiscal stability:** Planned fiscal approach for system maintenance mitigating risk of unplanned expenses. Inability to fund required maintenance services can result in degradation of operation.
5. **CapEx Return on Investment (ROI):** Protection against premature deterioration and obsolescence and extension of the system lifespan, thereby reducing the total cost of ownership.

## 2.2 SYSTEM UPGRADE AGREEMENT II

In order to keep City of Pensacola's LMR system current, Motorola Solutions offers the System Upgrade Agreement II (SUA II). This is a complete package of hardware, software, and professional services required to update City of Pensacola's ASTRO 25 system up to once in a two-year period to a level consistent with the latest system release shipping from the factory.

Updates to software (and occasionally) hardware components ensure ongoing availability of repair services support, system expansion (e.g. addition of RF sites, dispatch positions, data sub-systems, or network management positions), and the latest cyber security protection. The SUA II provides a consistent, budgeted solution that delivers complete update coverage while transferring risk associated with integrating future (unknown today) technology to Motorola Solutions.



## Included features

Features Descriptions	SUA II
Incremental Software Enhancements (Bug Fixes)	✓
Software Release Updates	✓
Hardware Refresh	✓
Factory-certified integration, testing, and supply chain management of new software (SW) and hardware (HW) components	✓
Professional implementation services to upgrade your live system	✓

As system releases become available, Motorola Solutions will provide you with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for your ASTRO 25 system.

Hardware updates include version updates and/or replacements for Motorola Solutions' field replaceable units (FRU) and third-party networking and computing hardware when required by the software release. Platform migration like replacement of Gold Elite consoles and QUANTAR base radios are not included in this update.

- System releases include commercial OS and application software updates as well as Motorola Solutions certified software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Implementation services include factory integration and testing of new HW and SW components, upgrade planning, and Motorola Solutions' personnel at City of Pensacola's site to execute the upgrade.



SECTION 3

# ADVANCED PLUS SERVICES STATEMENT OF WORK

## 3.1 INTRODUCTION

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the Services Agreement or other signed agreement between Motorola Solutions, Inc. (Motorola) and Customer ("Agreement") and is subject to the terms and conditions set forth in the Agreement.

Advanced Plus Services are Network Event Monitoring, Technical Support, Network Hardware Repair, Remote Security Patch Installation, OnSite Support and Annual Preventive Maintenance. Each of these services are summarized below and expanded upon in the appendices A, B, C, D, E and F. In the event of a conflict between the Sections below and an individual SOW Subsection, the individual SOW Subsection prevails.

### 3.1.1 Advanced Plus Services

Motorola's Advanced Plus Services are designed for customers who would benefit from Motorola's support experience. Advanced Plus Services are delivered through a combination of centralized resources within Motorola's Solutions Support Center (SSC) collaborating with authorized local field services delivery resources that are experienced in managing mission critical networks and associated technologies. The MSI SSC operates 24 x 7 x 365, leveraging field resources that are either dedicated to the network or engaged as needed.

Advanced Plus Services applies to fixed end communications network equipment located at the network core, RF site and dispatch sites. Advanced Plus Services do not include maintenance of mobile or portable devices, or network backhaul.

The services described in this SOW will be performed in accordance with the Customer Support Plan (CSP) agreed upon by the parties.

The CSP will define the system elements covered under Advanced Plus Services. The division of responsibilities between Motorola and Customer shall be defined and documented in the Appendices of this SOW, the Advanced plus Services CSP and other portions of the Agreement.

### 3.1.2 Customer Support Plan (CSP)

The Advanced Plus Services Statement of Work summarizes Motorola's delivery approach and standard goals. Since individual customer technologies, systems, operating environments, and operational capabilities differ, the outlined services approach in the Advanced plus Services SOW will be adapted to each Customer's own environment and unique needs via the CSP.



The CSP is a critical component of this SOW and, once created, will automatically become integrated into this SOW by this reference. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network information, and other relevant support details required to perform the Services set forth in the Advanced Plus Services SOW.

### 3.1.3 Centralized Service Delivery

Network Event Monitoring provides for real time continuous event management for radio communications networks. The SSC Network Operations Center utilizes sophisticated tools for remote monitoring and event characterization of customer communications networks. When an event is detected, technologists acknowledge and assess the situation, and initiate a defined response. Appendix A contains the SOW for Network Event Monitoring.

Technical Support provides telephone consultation for technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities. Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems. Appendix B contains the SOW for Technical Support.

The Service Desk provides a single point of contact for all Service related items, including communications between Customer, Third-Party Subcontractors, and Motorola. The Service Desk provides an ingress/egress point for Service Requests, Service Incidents, Changes, and Dispatch. All incoming transactions through the Service Desk are recorded, tracked and updated through the Motorola Customer Relationship Management (CRM) system. Key responsibilities are: Documentation of customer inquiries, requests, concerns and related tickets. Tracking and resolution of issues, and timely communication with all stakeholders is based on the nature of the incident and the requirements of the CSP. The Services Desk will manage service requests received from authorized parties and will coordinate the appropriate response with Customer and third parties, as necessary.

### 3.1.4 Field Service Delivery

Advanced Plus Services are provided by authorized local field Services delivery resources. Annual Preventive Maintenance and OnSite Support are both managed from the SSC, but delivered by authorized local field services resources.

OnSite Support provides local, trained and qualified technicians who arrive at the customer location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) and replacing defective infrastructure or FRU. The system technician will respond to the customer location based on pre-defined Incident priority levels. Appendix E contains the SOW for Onsite Support.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational test and alignment of infrastructure and network components to continually meet original manufacturer's specifications. Certified field technicians perform hands-on examination and



diagnostics of network equipment on a routine and prescribed basis. Appendix F contains the SOW for Annual Preventive Maintenance.

### 3.1.5 Network Hardware Repair with Advanced Replacement

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

Network Hardware Repair with Advanced Replacement will provide Customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) as they are available in exchange for Customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. Customers who prefer to maintain their existing FRU inventory have an option to request a "Loaner" FRU while their unit is being repaired. If purchased, an appendix with the Network Hardware Repair with Advanced Replacement SOW will be included at the end of this document.

### 3.1.6 Security Management Operations

#### Remote Security Patch Installation

Motorola maintains a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Once tested, Motorola posts the updates to a secured extranet website and sends an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates.

Appendix D contains the SOW for Remote Security Patch Installation.

### 3.1.7 MyView Portal

MyView Portal is a web-based platform that provides a transparent, single source view of network maintenance and operations along with historical system and service delivery information. It can be accessed from a desktop, laptop or tablet web browser.

- Event Monitoring Reports: See resolution status for incidents and notifications by Incident priority level.
- Technical Support: View Incident status details to compare them to committed response times.
- OnSite Support: Observe Incident details by Incident priority level and track the progress of onsite support issue resolution.
- Annual Preventive Maintenance: Access the maintenance status for all sites and quickly identify actions needed to take to optimize system performance. MyView Portal also allows downloading of the checklists and uploading of the completed forms.

- Network Hardware Repair: Track return material authorizations (RMAs) shipped to our repair depot and eliminate the need to call for status updates.
- Security Patching: Receive automated patch downloads and status on completed updates.
- Trending Reports: Access up to 13 months of historical data and system activity to analyze Incident management.
- Asset and Contract Information: View all the assets purchased for the network, recent orders, and contract information.

The data presented in MyView Portal is in support of the appendix SOW's which provide the terms of any service delivery commitments associated with this data.



## 3.2 APPENDIX A: NETWORK EVENT MONITORING STATEMENT OF WORK

Network Event Monitoring provides real-time fault monitoring for radio communications networks on a continuous basis. Network Event Monitoring utilizes sophisticated tools for remote monitoring and event characterization of your communications networks. When an event is detected, skilled technologists acknowledge and assess the situation, and initiate a defined response.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

### 1.0 Description of Network Event Monitoring Services

Network Event Monitoring is a service designed to monitor elements of a communication system for events, as set forth in the [Monitored Elements Table](#). When the SSC detects an event, then, based on the Incident priority, trained technologists acknowledge and remotely diagnose the event and initiate an appropriate response in accordance with the customer handling procedure. Appropriate responses could include, but are not limited to, continuing to monitor the event for further development, attempting remote remediation via engagement of Technical Support resources, or initiating dispatch of a Field Servicer ("Servicer") for onsite remediation if required.

#### 1.1 Availability

Network Event Monitoring is available 24 hours a day, 7 days a week. Network Event Monitoring availability is based on the level of contracted service and defined in the Customer Support Plan (CSP).

#### 1.2 Geographic Availability

Network Event Monitoring is a globally provided service unless limited by data export control regulations. Timeframes are based on the customer's local time zone.

#### 1.3 Inclusions

Network Event Monitoring can be delivered on Motorola sold infrastructure as stated in the [Monitored Elements Table](#).

#### 1.4 Limitations and Exclusions

- 1.4.1 Does not include monitoring of anything outside of the radio network or monitoring of infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the radio network and capable of sending traps to the Unified Event Manager (UEM).





- 1.4.2 Additional support charges above and beyond the contracted service agreement fees may apply if Motorola determines that system faults were caused by the customer making changes to critical system parameters.
  - 1.4.3 The following activities are outside the scope of the Network Monitoring service, but are optional services that are available to remote Network Monitoring customers at an additional cost:
    - 1.4.3.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by SSC working remotely with the local customer technical resource.
    - 1.4.3.2 System installations, upgrades, and expansions.
    - 1.4.3.3 Customer training.
    - 1.4.3.4 Hardware repair and/or exchange.
    - 1.4.3.5 Network security services.
    - 1.4.3.6 Network transport (WAN ports, WAN cloud, redundant paths).
    - 1.4.3.7 Information Assurance.
    - 1.4.3.8 Any services not expressly included in this statement of work.
  - 1.4.4 Reference the event catalogue to confirm monitored equipment.
- 1.5 Motorola has the following responsibilities:
- 1.5.1. Provide dedicated connectivity through a network connection necessary for monitoring communication networks. The [Connectivity Matrix](#) further describes the connectivity options.
  - 1.5.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring system elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the [Motorola Owned & Supplied Equipment Table](#).
  - 1.5.3 Verify connectivity and event monitoring prior to system acceptance or start date.
  - 1.5.4 Monitor system continuously during hours designated in the CSP in accordance with the pre-defined times specified in section 1.6.2 below.
  - 1.5.5 Remotely access the customer's system to perform remote diagnosis as permitted by customer pursuant to section 1.6.4.
  - 1.5.6 Create an Incident, as necessary. Gather information to perform the following:
    - 1.5.6.1 Characterize the issue
    - 1.5.6.2 Determine a plan of action
    - 1.5.6.3 Assign and track the Incident to resolution.
  - 1.5.7 Cooperate with customer to coordinate transition of monitoring





responsibilities between Motorola and customer as specified in section 1.6.13 and 1.6.13.1.

- 1.5.8 Maintain communication as needed with the customer in the field until resolution of the Incident

1.6 The Customer has the following responsibilities:

- 1.6.2 Allow Motorola continuous remote access to enable the monitoring service.
- 1.6.3 Provide continuous utility service to any Motorola equipment installed or utilized at customer's premises to support delivery of the service. Customer acknowledges Risk of loss to any Equipment provided to Customer as part of the Services will reside with Customer upon delivery and will remain with Customer until Equipment is returned to Motorola or its authorized representative.
- 1.6.4 Provide Motorola with pre-defined customer information and preferences prior to Start Date necessary to complete the CSP, including, but not limited to:
  - 1.6.4.1 Incident notification preferences and procedure
  - 1.6.4.2 Repair Verification Preference and procedure
  - 1.6.4.3 Database and escalation procedure forms.
  - 1.6.4.4 Submit changes in any information supplied to Motorola and included in the CSP to the CSM.
- 1.6.5 Provide the following information when initiating a service request:
  - 1.6.5.1 Assigned system ID number
  - 1.6.5.2 Problem description and site location
  - 1.6.5.3 Other pertinent information requested by Motorola to open an Incident.
- 1.6.6 Notify the SSC when customer performs any activity that impacts the system. (Activity that impacts the system may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, or taking down part of the system to perform maintenance.)
- 1.6.7 Allow Servicers access to equipment (including any connectivity or monitoring equipment) if remote service is not possible.
- 1.6.8 Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
- 1.6.9 Provide all customer managed passwords required to access the customer's system to Motorola upon request or when opening an to request service support or enable response to a technical issue.
- 1.6.10 Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that system faults were caused by the customer



making changes to critical system parameters

- 1.6.11 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the monitoring service.
- 1.6.12 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.
- 1.6.13 Contact Motorola to coordinate transition of monitoring when monitoring responsibility is to be transferred to or from Motorola. (I.e. normal business hours to after-hours monitoring) as set forth in pre-defined information provided by customer CSP.
  - 1.6.13.1.1 Upon contact, customer must provide customer name, site id, status on any open Incidents, priority level, and brief description of an Incident and action plan to Motorola.
- 1.6.14 Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the [Event Definition table- Appendix A](#).
- 1.6.15 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Event Monitoring.

### 3.2.1 Engagement Matrix

The event types are based on the defined priority levels as follows:

Incident Priority	Definition	Engagement Times
<b>Critical</b>	<b>Core:</b> Core server failures Core Link failure <b>Sites/Subsites:</b> Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down	Response provided 24 hours, 7 days a week, including US Holidays.
<b>High</b>	<b>Consoles:</b> Console positions down (>= 33%) Console Site Link Down <b>Sites/Subsites:</b> < 33% of Sites/subsites down >= 33% of channels down <b>Conventional Channels:</b> >= 50% of conventional channels (CCGW) down <b>Devices:</b> Site Router/switch, GPS server down	Response provided 24 hours, 7 days a week, including US Holidays.

<b>Medium</b>	<b>Consoles:</b> Console positions down (< 33% at a site) <b>Sites/Subsites:</b> < 33% of channels down <b>Conventional Channels:</b> ↳ Less than 50% of conventional channel down	Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
<b>Low</b>	<b>Minor events and warnings in the system</b> ↳ Preventative & Planned Maintenance Activities (Scheduled Work)	Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

### 3.2.2 Connectivity Matrix

Request connectivity 8 weeks in advance of service start date.

System Type	Available Connectivity	Set up and Maintenance
ASTRO® 25	Internet VPN	Motorola
ASTRO® 25	Ethernet	Motorola

#### Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
Service Delivery Management Server	Master Site for each Zone

Monitored Elements Table*		
Switch	ATR	DNS
Firewall	AUC	Domain Controller
Gateway	Backup Server	Enrichment Testing
Router	Call Processor	Environmental
Virtual Machine	CAM	ESX
Network Device	Camera	EXINDA
Server	CCGW	Exit Router
Controller	Conventional	Gateway Unit
Base Radio	Core	Generic Node
Telephony	Core Router	Guest WIFI
Zone Controller	CPG	HSS
ADSP	Data Base station	IDF
Agent	Data Processing	Impact
AMB	Database Server	Infrastructure (CHI CAM)
AP	Device Config Server	Install Server
ARCA DACS	DIU	IPDU
Jump Server	Packet Data Gateway	WebGUI
LAN Switch	Moscad Server	Probe
Licensing Service	Net cool Server	Probe Server
Link	Network Address	PTT
Logging Recorder	NX	

Monitored Elements Table		
Logging Replay Station	Object Server	RDM
LTE	OMADM	RFS
MDF	OP	RNG
MGE	OSP	RTU
WebGUI	OSS	Security
MME	ZDS	Short Data Router
SPM	Statistical Server	TRAK
UPS	TENSR	Trap Forwarder
VMS	UEM	UCS
VPM		

\*Some or all of the above equipment may be monitored depending on system configuration and need. Other equipment (not listed) may be monitored as an option, consult with your Customer Support Manager for details.

### 3.3 APPENDIX B: TECHNICAL SUPPORT STATEMENT OF WORK

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

#### 1.1 Description of Technical Support Services

Motorola's Solutions Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents.

Technical Support availability for Medium and Low Priority Incidents is outlined in the [Priority Level Response Goals](#). Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed [Priority Level Response Goals Level Definitions](#) stated in this document.

Motorola will track the progress of each Incident from initial capture to resolution.

Motorola will advise and inform the customer of the Incident progress and tasks that require further investigation and assistance from the customer's technical resources.

This service requires the customer to provide a suitably trained technical resource that delivers maintenance and support to the customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local

resource in the timely closure of infrastructure, performance and operational issues.

## 1.2 Scope

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. See [Priority Level Response Goals Level Definitions](#).

## 1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3<sup>rd</sup> party products.

## 1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

- 1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.
- 1.4.2 Third party support for equipment not sold by Motorola.
- 1.4.3 System installations, upgrades, and expansions.
- 1.4.4 Customer training.
- 1.4.5 Hardware repair and/or exchange.
- 1.4.6 Network security services.
- 1.4.7 Network transport management.
- 1.4.8 Motorola services not included in this statement of work.
- 1.4.9 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

## 1.5 Motorola has the following responsibilities:

- 1.5.1. Provide availability to the Motorola Solution Support Center (800-221- 7144), 24 hours a day, 7 days a week to respond to Customer's requests for Critical, High Priority Incidents. Refer to [Priority Level Response Time Goals](#) for Medium, Low response times.
- 1.5.2. Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the [Priority Level Response Time Goals](#) section of this document and the Incident priority levels defined in the [Priority Level Definitions](#) section of this



document.

- 1.5.3. Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.
- 1.5.4. Maintain communication with the customer in the field as needed until resolution of the Incident
- 1.5.5. Coordinate technical resolutions with agreed upon third party vendors, as needed.
- 1.5.6. Manage functionally escalated support issues to additional Motorola technical resources, as applicable.
- 1.5.7. Determine, in its sole discretion, when a Incident requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.
- 1.6. The Customer has the following responsibilities:
  - 1.6.1. Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).
  - 1.6.2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
  - 1.6.3. Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.
  - 1.6.4. Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.
  - 1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.
  - 1.6.6. Validate issue resolution prior to close of the Incident in a timely manner.
  - 1.6.7. Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the [Priority Level Definitions](#) and in the [Priority Level Response Time Goals](#) section in this document.
  - 1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support
  - 1.6.9 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.



## 1.7 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times of the Incidents:

Incident Priority	Definition
<b>Critical</b>	<b>Core:</b> Core server failures Core Link failure <b>Sites/Subsites:</b> Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down
<b>High</b>	↯ <b>Consoles:</b> Console positions down (>= 33%) Console Site Link Down ↯ <b>Sites/Subsites:</b> < 33% of Sites/subsites down >= 33% of channels down ↯ <b>Conventional Channels:</b> >= 50% of conventional channels (CCGW) down ↯ <b>Devices:</b> Site Router/switch, GPS server down
<b>Medium</b>	<b>Consoles:</b> Console positions down (< 33% at a site) <b>Sites/Subsites:</b> < 33% of channels down <b>Conventional Channels:</b> ↯ Less than 50% of conventional channel down
<b>Low</b>	<b>Minor events and warnings in the system</b> ↯ Preventative & Planned Maintenance Activities (Scheduled Work)



## 1.8 Technical Support Priority Level Response Goals

The response times are based on the defined Incident Priority levels as follows:

Incident Priority	Response Time
<b>Critical</b>	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
<b>High</b>	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
<b>Medium</b>	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on <b>standard business days, hours which is normally Monday through Friday 8AM to 5PM,</b> excluding US Holidays.
<b>Low</b>	A Motorola SSC Technician will make contact with the customer technical representative <b>within next business day</b> of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

## 3.4 APPENDIX C: NETWORK HARDWARE REPAIR WITH ADVANCED REPLACEMENT OVERVIEW

Network Hardware Repair with Advanced Replacement is a repair exchange service for Motorola and select third party infrastructure supplied by Motorola. When available, Motorola will provide customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) in exchange for customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. For customers who prefer to maintain their existing FRU inventory they have an option to request a "Loaner" FRU while their unit is being repaired. Refer to the Advanced Exchange or Loaner Decision Process flowchart for details on the loaner process.

The Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

### 1.0 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot

Operations (IDO). At Motorola's discretion, select third party infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

### 1.1 Scope

Repair authorizations are obtained by contacting the Solutions Support Center which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online via Motorola Online at under Repair Status/Submit Infrastructure RA.

Motorola Online: <https://businessonline.motorolasolutions.com>

### 1.2 Inclusions

Network Hardware Repair with Advanced Replacement is available on Motorola sold infrastructure including integrated 3<sup>rd</sup> party products. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

### 1.3 Exclusions

If infrastructure is no longer supported by either Motorola, the original equipment manufacturer or a third party vendor, as applicable Motorola may return said equipment to the customer without repair or replacement. The

following items are excluded from Network Hardware Repair with Advanced Replacement:

- 1.3.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.3.2. All third party infrastructure hardware over three (3) years from product cancellation date.
- 1.3.3 All broadband infrastructure three (3) years from product cancellation date
- 1.3.4 Physically damaged infrastructure.
- 1.3.5 Third party equipment not shipped by Motorola.
- 1.3.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- 1.3.7 Video retrieval from digital in-car video equipment.
- 1.3.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS<sup>1</sup>
- 1.3.9 Test equipment.
- 1.3.10. Racks, furniture and cabinets.
- 1.3.11. Non-standard configurations, customer-modified infrastructure and certain third party infrastructure are excluded from advanced replacement service.
- 1.3.11. Firmware and/or software upgrades.

<sup>1</sup> Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

#### 1.4 Motorola has the following responsibilities:

- 1.4.1 Enable customer access to the Motorola call center which is operational 24 hours a day, 7 days per week, to create requests for advanced replacement service.
- 1.4.2. Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- 1.4.3. Provide new or reconditioned FRU's to the customer, upon request and subject to availability. The FRU will be of similar equipment and version, and will contain equivalent boards and chips, as the customer's malfunctioning FRU.
- 1.4.4. Load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the customer software version/configuration is not provided, shipping times will be delayed.
- 1.4.5 Package and ship Advance Exchange FRU from the FRU inventory to customer specified address.



1.4.5.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be shipped from Motorola as soon as possible depending on stock availability and configuration requested. Motorola will pay for the shipping to the customer, unless customer requests shipments outside of standard business hours and/or carrier programs, such as weekend or next flight out (NFO) shipment. In such cases, customer will be responsible for shipping and handling charges.

1.4.5.2. When sending the advanced replacement FRU to customer, provide a return airbill in order for customer to return the customer's malfunctioning FRU. The customer's malfunctioning FRU will become property of the Motorola repair depot or select third party and the customer will own the advanced replacement FRU.

1.4.5.3. When sending a loaner FRU to customer, Motorola will pay for outbound shipping charges. Inbound shipping to Motorola for repair is the responsibility of the customer. Motorola will repair and return the customer's FRU and will provide a return air bill for the customer to return IDO's loaner FRU. Refer to Advanced Exchange or Loaner Decision Process flowchart for the loaner process and Shipping Charges for shipping charge detail.

1.4.6. Provide repair return authorization number upon customer request for Infrastructure that is not classified as an advanced replacement or loaner FRU.

1.4.7. Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.

1.4.8. Receive malfunctioning FRU from Customer, carry out repairs and testing and return it to the FRU stock

1.4.9. Receive malfunctioning infrastructure from customer and document its arrival, repair and return.

1.4.10. Perform the following service on Motorola infrastructure:

1.4.10.1. Perform an operational check on the infrastructure to determine the nature of the problem.

1.4.10.2. Replace malfunctioning Field Replacement Units (FRU) or components.

1.4.10.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable

1.4.10.4. Perform a box unit test on all serviced infrastructure.

1.4.10.5. Perform a system test on select infrastructure.

1.4.11. Provide the following service on select third party infrastructure:

1.4.11.1. Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

1.4.11.2. Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when



applicable.

1.4.11.3. Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

1.4.11.4. Perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.4.12. For loaner equipment, Motorola will ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (nextflight out). In such cases, customer will be responsible for payment of shipping and handling charges.

## 1.5 The Customer has the following responsibilities:

1.5.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third party infrastructure named in the applicable attached exhibit.

1.5.2 Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.

1.5.3 Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.

1.5.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.5.5 Provide customer purchase order number to secure payment for any costs described herein.

1.5.6. Pay for shipping of Advanced Replacement or Loaner FRU from Motorola repair depot if customer requested shipping outside of standard business hours or carrier programs set forth in section 1.5.5.1. See Shipping Charges.

1.5.7. Properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRU's not properly returned.

1.5.8. Within five (5) business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola's repair depot for evaluation and repair. Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRU's not returned within 5 business days.

1.5.9. For Infrastructure and/or third party infrastructure repairs that are not

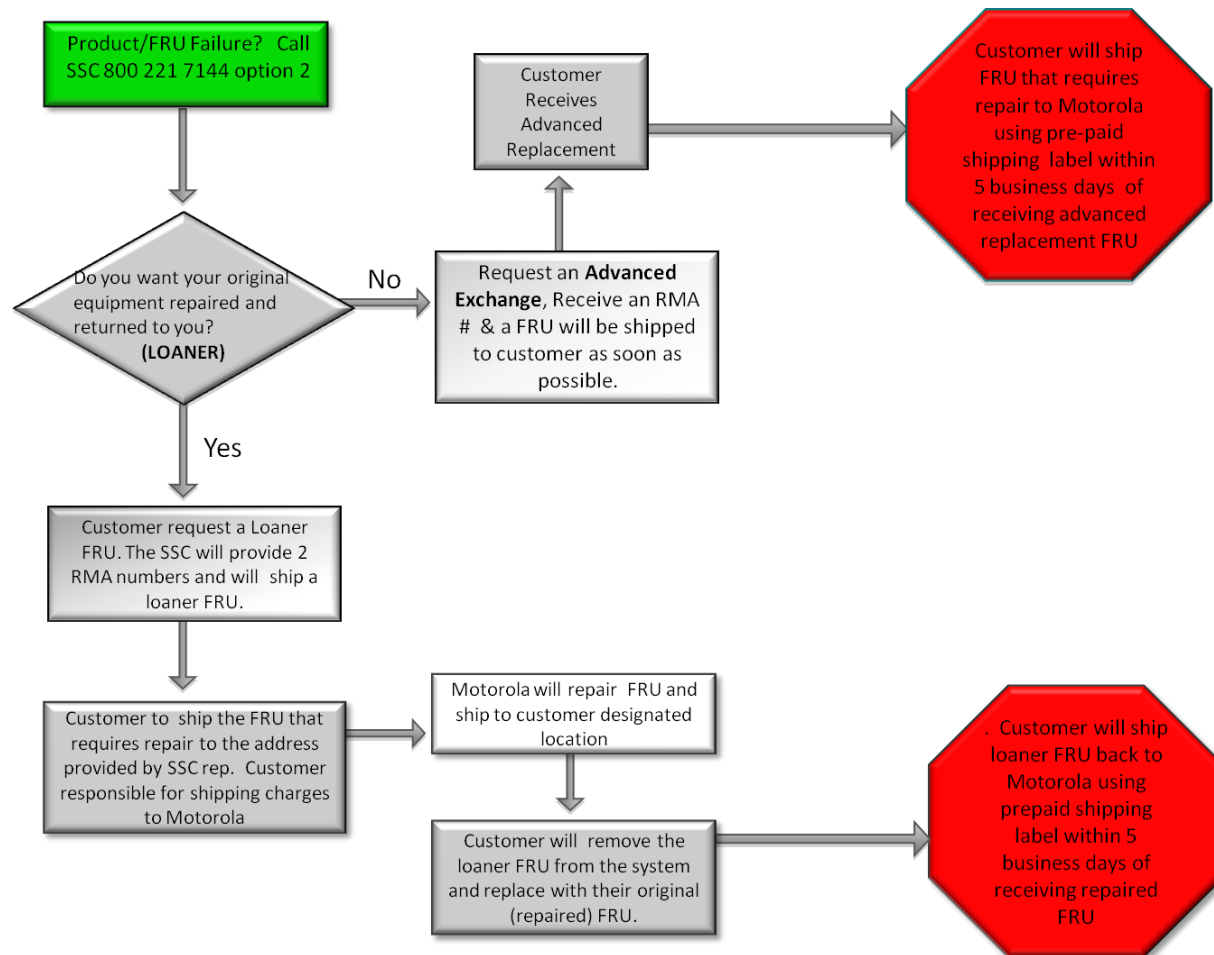


exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola.

1.5.10. Clearly print the return authorization number on the outside of the packaging.

1.5.11. Maintain information of software/applications and firmware for re-loading of infrastructure.

1.5.12. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.



**Figure 1-1: Advanced Exchange or Loaner Decision Process**

<b>Service</b>	<b>Advanced Replacement Contract Shipping Charges</b>
<b>Exchanges</b> (Outbound to customer)	<b>Motorola</b>
<b>Exchanges or Loaners</b> <b>Next Flight Out</b> (Outbound to customer)	<b>Customer</b>
<b>Exchanges or Loaners</b> <b>Non-Motorola carrier *</b> (Outbound to customer )	<b>Customer</b>
<b>Exchanges</b> (Inbound to Motorola)	<b>Motorola</b>
<b>Loaner</b> (Outbound to customer)	<b>Motorola</b>
<b>Loaner Repair</b> (Inbound to Motorola)	<b>Customer</b>
<b>Loaner Repair &amp; Return</b> (Outbound to customer)	<b>Motorola</b>
<b>Loaner Installation</b> (OnSite Servicer)	<b>Customer</b>

**Figure 1-2: Shipping Charges**

\*Motorola shipping carriers – FedEx and DHL



## 3.5 APPENDIX D: REMOTE SECURITY PATCH INSTALLATION STATEMENT OF WORK

To verify compatibility with your ASTRO 25 system, Motorola's Remote Security Patch Installation provides pre-tested 3<sup>rd</sup> party software (SW) security updates.

In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party or together as "Parties"

### 1.1 Description of Remote Security Patch Installation

Motorola shall maintain a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO 25 release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server operating system patches, Solaris and Red Hat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these OEM vendor supported updates on a quarterly basis.

### 1.2 Connectivity

To accommodate remote installation of security updates, a connection is required from Motorola to the customer ASTRO 25 network. There are two different options. 1) T1 line purchased and maintained by Motorola, or 2) The customer internet connection is used and a Virtual Private Network (VPN) is established between Motorola and the ASTRO 25 network. Since this relies on the customer internet connection, the customer is responsible for the availability of the connection.





Along with the connection itself, Motorola supplied hardware is required to be deployed to the customer premises on the ASTRO 25 network. Motorola shall load software, configure, and ship the hardware to the customer supplied contact for installation. This hardware and its maintenance is part of the connectivity service.

ASTRO 25 connectivity is ordered separately from Remote Security Patch Installation and has a separate statement of work. See that SOW for more detail on terms of the connection.

If connectivity is already established for a different service such as network or security monitoring then the same connection can be used for Remote Security Patch Installation. There is no need for a separate connection to be established.

### 1.3 Security Update Installation

Motorola shall push the tested security updates over the established connection. The timing and coordination with the customer of each update depends on the updates themselves. Motorola requires IP connectivity to all elements that are in scope for patching. If IP connectivity from Motorola is not available then those elements will not be considered for remote patching and will require alternative arrangements outside of the scope of this statement of work.

#### 1.3.1 Antimalware Signature Update Installation

Antimalware signature updates are released often, but Motorola collects and tests them on a weekly basis. The updates are non-intrusive (for example, no reboots or manual configuration changes are required) and automatically implemented. Therefore, antimalware signature updates will be pushed within a week of testing without Customer coordination. An email will be sent to inform the Customer that the signatures have been updated.

#### 1.3.2 Microsoft Windows Security Update Installation

Microsoft typically releases security updates every second Tuesday of the month (aka "Patch Tuesday"); however, selected security updates are sometimes released on other days, and it is possible that no security updates are released during a month. Security updates for some 3rd party Windows software (Non- Motorola and non-Microsoft applications that run on Windows, such as Adobe Reader and Flash) are also released on Patch Tuesday. The most recent Windows and 3rd party Windows security updates available will be acquired by Motorola on each Patch Tuesday. These patch security updates require at least one week for incorporation into the offering and a minimum of 36 hours for testing in the Motorola vetting labs, after which security updates with no issues are then released. Patches may be held back at the discretion of Motorola if they are found to cause any problems to



features, performance or functionality and will only be released when the issues are fully resolved.

It is important to understand that it is often the case that after security updates are installed, Microsoft requires the patched computer to be rebooted before the security updates take full effect and vulnerabilities are mitigated. The clients include dispatch consoles and there is no way for Motorola to know when it is safe to reboot. The customer must reboot at a time chosen by them so as to not impact operations.

Once the security updates are vetted, Motorola will start pushing the updates to the customer without customer coordination or notification. An email will be sent requesting that the clients be rebooted. It is the customer's responsibility to reboot all of the clients before the next set update is sent. When preparing for

the next month's push of security updates, Motorola will first scan to verify all of the previous updates were implemented and if any computer has not been rebooted. Motorola will send an email requesting that the remaining computers be rebooted before any new updates are pushed.

#### 1.3.3 Microsoft Windows Security Updates Outside ASTRO 25 Firewalls

Connections to other networks (from now on referred to as Customer Enterprise Network, or CEN) must be delineated by firewalls. All updates deployed by Remote Security Patch Installation are specific to equipment inside the ASTRO 25 Radio Network with only the following exceptions: Key Management Facility (KMF), Text messaging Services (TMS) and advanced Messaging Services (AMS) and MCC 7100 consoles. In these exceptions, the customer has a choice of including these machines in the Remote Security Patch Installation service, or including them in their own IT security patch procedures.

The KMF, TMS, and AMS are all outside the firewall (relative to the Radio Network) and therefore updates require that the firewall be opened. The default for Remote Remote Security Patch Installation is that these functions are included.

The MCC 7100 console may be directly on the radio network or in the CEN. Any MCC 7100 on the radio network would simply be included in the standard Remote Security Patch Installation offering. However, the MCC 7100 may also be located in the CEN and connected through a VPN to a firewall at a dispatch location. In this case the default for Remote Security Patch Installation is to not update these consoles.

If the customer requires inclusion for the CEN based MCC 7100 consoles, then they must contact their Customer Service Manager and make a formal request. They must also consent to allow Motorola to open the firewall to allow access for updates.



#### 1.3.4 Quarterly Security Update Installation

The quarterly patch updates are for Solaris and Red Hat Linux (RHEL) operating systems, and VMWare ESXi hypervisor (virtualization). They are tested and released on a quarterly basis, at end of March, June, September, and December. Motorola will schedule installation of the updates with the customer in the first weeks of the following quarter. Motorola will send the customer an ITIL with details on the upgrade and scheduling for each of the events.

These updates are intrusive and require customer coordination. During these times, the system will be in “Site trunking” mode. It is up to the customer to understand the operational impacts and to coordinate these events with users.

This effort will be done during standard business hours, or 8am to 5pm CST. Customers requesting that downtime be during non-standard hours must submit an official request through their CSM. The ITIL will show work being done during standard hours such as prep work, downloading of the patches to memory, etc and the actual reboots or ZC rollover will be initiated when requested. Additional remote work will proceed the next day during standard hours.

Motorola System Enhancement Releases (“SERs”) and Field Service Bulletins (“FSB’s”) are not part of this service. However, in some instances, these fixes must be done to allow the latest security patches. If it is possible for the specific required FSB to be installed remotely, then Motorola will include it as part of Remote Security Patch Installation. Otherwise, Motorola will communicate this to the customer and the patches that cannot be delivered. The Customer and their CSM will determine how to get the SER or FSB installed. Once the SER or FSB appears on the system, Remote Security Patch Installation will then install the affected patches.

For minimal downtime and to avoid redundant efforts, the customer should coordinate any maintenance or other updates such as FSB’s and SER’s with Motorola.

#### 1.4 Scope

Remote Security Patch Installation supports the currently shipping Motorola ASTRO 25 System Release (SR) and strives to support five (5) releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

Remote Security Patch Installation is available for any L or M core system in a supported release. Remote Security Patch Installation is not available for K cores.



Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, Genesis, WAVE and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

#### 1.5 Motorola has the following responsibilities:

1.5.1 Obtain relevant third party software ("SW") security updates as made available from the OEM's. This includes antivirus definition updates, operating systems patches, hypervisor patches, database patches, and selected other third party patches that Motorola deployed in ASTRO 25 system releases covered by this Remote Security Patch Installation. Motorola does not control when these updates are released, but as much as possible vet the updates on this schedule:

McAfee Antivirus definitions–

Weekly Windows OS updates –

Monthly

Solaris, RHEL OS, VMware ESXi updates – Quarterly

1.5.2 Each assessment of relevant third party SW will take at least one week to incorporate the security updates into the Remote Security Patch service and 36 additional hours of examination time to evaluate the impact each update has on the system.

1.5.3 Perform rigorous testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO 25 test system with standard supported configurations.

1.5.4 Address any issues identified during testing by working as necessary with Motorola selected commercial supplier(s) and/or Motorola product development engineering team(s). If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.

1.5.5 Pre-test STIG recommended remediation when applicable.

1.5.6 Release all tested updates to Motorola's secure extranet site.

1.5.7 Coordinate updates with customer as outlined in section 1.

1.5.8 In the event that no updates are released by the OEM's during the usual time period, Motorola will send a notice that no new patches were sent.

1.5.9 Notify customer of update releases by email.



1.5.10 A supported Remote Security Patch Installation ASTRO 25 release matrix will be kept on the extranet site for reference.

1.6 The Customer has the following responsibilities:

1.6.1 This service requires connectivity from Motorola to the customer's ASTRO 25 system. This connectivity must be established prior to service start.

1.6.2 Maintain IP connectivity from Motorola to all elements in the system that require remote patching.

1.6.3 Provide Motorola with pre-defined information (customer contacts, system information, etc) prior to contract start date necessary to complete a Customer Support Plan (CSP).

1.6.4 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.5 Upgrade system to a supported system release as necessary to continue service.

1.6.6 Refrain from making uncertified changes of any type to the system.

1.6.7 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such Incident, Motorola reserves the right to charge an additional service fee for the remediation effort.

1.6.8 Comply with the terms of the applicable software license agreement(s) between the Customer and Motorola and non-Motorola software copyright owner.

1.6.9. Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.6.10 Upon successful installation of patches on windows clients (e.g. Dispatch Ops Position, NM Client, etc.) and receiving notification indicating the task has been successfully executed by Motorola, affected computers must be rebooted by the customer within 72 hours.

1.6.11 Understand downtime implications associated with reboots and patch activities and internally coordinate with users as necessary.

1.7 Disclaimer:

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other 3<sup>rd</sup> party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

## 3.6 APPENDIX E: ONSITE SUPPORT STATEMENT OF WORK

Motorola's OnSite Support service provides Incident management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening an Incident for onsite support and monitoring the status of that Incident to maintain response time conformance.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

### Description of Services

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Priority Levels set forth in Priority Level Definitions table and Response times set forth in Priority Level Response Time Goals table in order to restore the system.

Motorola will provide an Incident management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and Incident closure. The SSC will continuously track and manage Incidents from creation to close through an automated Incident tracking process.

#### 1.1 Scope

OnSite Support is available 24 hours a day, 7 days a week in accordance with Priority Level Definitions and Priority Level Response Time Goals tables.

#### 1.2 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

#### 2.0 Motorola has the following responsibilities:

- 2.1. Receive service requests.
- 2.2. Create an Incident as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the Incident to resolution.
- 2.3. Dispatch a field servicer ("Servicer") as required by Motorola's standard procedures and provide necessary Incident information.
- 2.4. Provide the required personnel access to relevant customer information as needed.
- 2.5. Servicer will perform the following on-site:





- 2.6. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
  - 2.7. Replace defective Infrastructure or FRU, as supplied by customer.
  - 2.8. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.
  - 2.9. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.
  - 2.10. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the Incident will be closed and the Servicer will be released.
  - 2.11. Escalate the Incident to the appropriate party upon expiration of a response time.
  - 2.12. Close the Incident upon receiving notification from customer or servicer, indicating the Incident is resolved.
  - 2.13. Notify customer of Incident status as defined by the Customer Support Plan:
    - 2.13.1 Open and closed; or
    - 2.13.2 Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
  - 2.14. Provide Incident activity reports to customer if requested.
- 3.0 Customer has the following responsibilities:
- 3.1. Contact Motorola, as necessary, to request service.
  - 3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
    - 3.2.1. Incident notification preferences and procedure.
    - 3.2.2. Repair verification preference and procedure.
    - 3.2.3. Database and escalation procedure forms.
    - 3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
  - 3.3. Provide the following information when initiating a service request:
    - 3.3.1. Assigned system ID number.
    - 3.3.2. Problem description and site location.
    - 3.3.3. Other pertinent information requested by Motorola to open an Incident.



- 3.4. Allow Servicers access to equipment.
- 3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.
- 3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.
- 3.7. Maintain and store in an easily accessible location proper system backups.
- 3.8. For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.
- 3.11. Obtain and provide applicable third party consents or licenses at Customer cost to enable Motorola to provide the Services.





## 4.0 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times:

Incident Priority	Definition
<b>Critical</b>	<b>Core:</b> Core server failures Core Link failure <b>Sites/Subsites:</b> Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down
<b>High</b>	$\nless$ <b>Consoles:</b> Console positions down (>= 33%) Console Site Link Down $\nless$ <b>Sites/Subsites:</b> < 33% of Sites/subsites down >= 33% of channels down $\nless$ <b>Conventional Channels:</b> >= 50% of conventional channels (CCGW) down $\nless$ <b>Devices:</b> Site Router/switch, GPS server down
<b>Medium</b>	<b>Consoles:</b> Console positions down (< 33% at a site) <b>Sites/Subsites:</b> < 33% of channels down <b>Conventional Channels:</b> $\nless$ Less than 50% of conventional channel down
<b>Low</b>	<b>Minor events and warnings in the system</b> $\nless$ Preventative & Planned Maintenance Activities (Scheduled Work)

## 5.0 Onsite Support Priority Level Response Time Goals

(Customer's Response Time Classification is designated in the Customer Support Plan.)

Incident Priority Level	Standard Response Time
<b>Critical</b>	Within 4 hours from receipt of notification continuously
<b>High</b>	Within 4 hours from receipt of notification continuously
<b>Medium</b>	Within 8 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)
<b>Low</b>	Within 12 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)

\* Premier Response is an option that can be purchased, it provides a 2-hour response time for Critical /High Priority Incidents

## 3.7 APPENDIX F: ANNUAL PREVENTIVE MAINTENANCE LEVEL 1 STATEMENT OF WORK

### Annual Preventive Maintenance Statement of Work

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventative Maintenance will provide annual operational tests on the customer's infrastructure equipment as purchased to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

#### 1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, an additional quotation will be provided. Customer is responsible for any charges associated with unusual access requirements or expenses.

#### 1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated 3<sup>rd</sup> party products per the level of service as defined in Table 1.

#### 1.3 Limitations and Exclusions

Unless specifically called out in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, however, can be included as optional services that are available to Annual Preventive Maintenance customers at an additional cost:

- 1.3.1. Emergency on-site visits required to resolve technical issues.
- 1.3.2. Third party support for equipment not sold by Motorola as part of the original system.
- 1.3.3. System installations, upgrades, and expansions.
- 1.3.4. Customer training.
- 1.3.5. Hardware repair and/or exchange.
- 1.3.6. Network security services.
- 1.3.7. Network transport.
- 1.3.8. Information Assurance.
- 1.3.9. Motorola services not included in this statement of work.
- 1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.
- 1.3.11. Tower climbs, tower mapping analysis or tower structure analysis

#### 1.4 Motorola has the following responsibilities:

- 1.4.1 Notify the customer of any planned system downtime needed to perform this Service.
- 1.4.2 Advise customer of issues that may require attention.
- 1.4.3 Maintain communication with the customer as needed until completion of the Annual Preventive Maintenance.
- 1.4.4 Determine, in its sole discretion, when a case requires more than the Annual Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.
- 1.4.5 Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment for report completion TBD.
- 1.4.6 Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance service.

1.5 The Customer has the following responsibilities:

- 1.5.1 Provide preferred schedule for Annual Preventative Maintenance to Motorola.
- 1.5.2 Authorize and acknowledge any scheduled system downtime.
- 1.5.3 Maintain periodic backup of databases, software applications, and firmware.
- 1.5.4 Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.
- 1.5.5 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.5.6 Provide site escorts in a timely manner if required.
- 1.5.7 Provide Motorola with requirements necessary for access to secure facilities.
- 1.5.8 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.6 The Servicer has the following responsibilities:

- 1.6.1 Perform the Preventive Maintenance tasks as set forth in Table 1 at the level of service the customer has purchased.
- 1.6.2 Perform the Site Performance Verification Procedures in Table 2 for each site type on the system.
- 1.6.3 Provide required diagnostic/test equipment necessary to perform the Preventive Maintenance service.



1.6.4 As applicable, use the Method of Procedure (MOPs) as defined for each task.

**Table 1 Preventive Maintenance Tasks**

MASTER SITE CHECKLIST - LEVEL 1	
<b>SERVERS</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
NM Client Applications	Review UEM events and transport medium types, (leased line/telco, etc). Event log review for persistent types. Verify all NM client applications are operating correctly.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
Complete Backup	Verify backups have been done or scheduled. SZ database (BAR), Centracom CDM/ADM database, etc.
Network Time Protocol (NTP)	Verify operation and syncing all devices.
Data Collection Devices (DCD) check (if present)	Verify data collection
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date) on CSMS
<b>ROUTERS</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
<b>SWITCHES</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in CWR devices. Core router switchover (coordinate with customer).
<b>DOMAIN CONTROLLERS (non-CSA)</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
<b>FIREWALLS</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.

MASTER SITE CHECKLIST - LEVEL 1	
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.

PRIME SITE CHECKLIST - LEVEL 1	
<b>SOFTWARE</b>	
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
<b>SWITCHES</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
<b>ROUTERS</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
<b>MISCELLANEOUS EQUIPMENT</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (TRAK)	Check lights and indicators for A/B receivers.
<b>SITE CONTROLLERS</b>	
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
<b>COMPARATORS</b>	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways

DISPATCH SITE CHECKLIST - LEVEL 1	
<b>GENERAL</b>	
Inspect all Cables	Inspect all cables/connections to external interfaces are secure
Mouse and Keyboard	Verify operation of mouse and keyboard
Configuration File	Verify each operator position has access to required configuration files
Console Op Time	Verify console op time is consistent across all ops
Screensaver	Verify screensaver set as customer prefers
Screen Performance	Verify screen operational/performance
Touchscreen	Verify touchscreen operation (if applicable)
Cabling/Lights/Fans	Visual inspection of all equipment - cabling/ lights/ fans
Filters/Fans/Dust	Clean any filters/ fans/ dust- all equipment
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep"
DVD/CD	Verify / clean DVD or CD drive
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date)
<b>HEADSET UNPLUGGED TESTING</b>	
Speakers	Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational
Radio On-Air Light	Verify radio on air light comes on with TX (if applicable)
<b>HEADSET PLUGGED IN TESTING</b>	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.
Speaker Mute	Verify select speaker muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.
Audio Switches	Verify select audio switches to speaker when phone off-hook. (if interfaced to phones)
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).
<b>OTHER TESTS</b>	
Phone Status Light	Verify phone status light comes on when phone off-hook (if applicable)
Desk Microphone Operation	Confirm desk mic operation (if applicable)

DISPATCH SITE CHECKLIST - LEVEL 1	
Radio IRR Operation	Verify radio IRR operational (if applicable) on MOT dispatch
Telephone IRR Operation	Verify telephone [if on radio computer] IRR operational (if applicable) on MOT dispatch
Recording	Verify operator position being recorded on long term logging recorder (if applicable) if included in service agreement
COMPUTER PERFORMANCE TESTING	
Computer Reboot	Reboot op position computer
Computer Operational	Confirm client computer is fully operational (if applicable)
AUDIO TESTING	
Conventional Resources	Confirm all conventional resources are functional with adequate audio levels and quality
Secure Mode	Confirm any secure talkgroups are operational in secure mode
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions (at the customer's discretion) and at a single op position
Backup Resources	Confirm backup resources are operational
EQUIPMENT ROOM TESTS	
Recording - AIS Test	Verify audio logging of trunked calls
Recording	Test op position logging on analog recorder (with customer assistance)
System Alarms	Review alarm system on all equipment for errors
Capture Diags	Perform recommended diagnostic tests based on equipment. Capture available diagnostic logs.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.

RF SITE CHECKLIST - LEVEL 1	
RF PM CHECKLIST	
Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Basic Voice Call Check	Voice test each voice path, radio to radio.



RF SITE CHECKLIST - LEVEL 1	
Control Channel Redundancy (trunking)	Roll control channel, test, and roll back.
Site Controller Redundancy (trunking) - ASR only	Roll site controllers with no dropped audio.
PM Optimization Workbook	Complete Site PM checks - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no Tx

MOSCAD CHECKLIST - LEVEL 1	
<b>MOSCAD SERVER</b>	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm/Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
<b>MOSCAD CLIENT</b>	
Equipment Alarms	Verify no warning/alarm indicators.
Check Alarm / Event History	Review MOSCAD alarm and events to find if there are chronic issues.
Windows Event Logs	Review Windows event logs. Save and clear if full.
Password Verification	Site devices to verify passwords. Document changes if any found.
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
<b>MOSCAD RTU's</b>	
Equipment Alarms	Verify no warning/alarm indicators.
Verify Connectivity	Verify Connectivity

FACILITIES CHECKLIST - LEVEL 1	
<b>VISUAL INSPECTION EXTERIOR</b>	
ASR Sign	Verify that the ASR sign is posted.
Warning Sign - Tower	Verify warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.



FACILITIES CHECKLIST - LEVEL 1	
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting/photocell.
Exterior of Building	Check exterior of building for damage/disrepair.
Fences / Gates	Check fences/gates for damage/disrepair.
Landscape / Access Road	Check landscape/access road for accessibility.
<b>VISUAL INSPECTION INTERIOR</b>	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check station for regulatory compliance. Update station logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
<b>UPS</b>	
Visual inspection (condition, cabling)	Verify corrosion, physical connections, dirt/dust, etc.
<b>GENERATOR</b>	
Visual Inspection	Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc.
Motorized Dampers	Check operation
<b>HVAC</b>	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness
Outdoor Unit	Check that outdoor unit is unobstructed
Wiring	Wiring (insect/rodent damage)
Cooling / Heating	Check each HVAC unit for cooling/heating
Motorized Dampers	Check operation

TOWER CHECKLIST - LEVEL 1 (No Climb)	
<b>GENERAL</b>	
Line Sweeps	Perform signature sweep testing procedure and compare to baseline for any changes. Report any problems.
<b>STRUCTURE CONDITION - From ground level only</b>	
Rust	Check structure for rust.
Cross Members	Check for damaged or missing cross members.
Safety Climb	Check safety climb for damage.
Ladder	Verify that ladder system is secured to tower.
Welds	Check for cracks or damaged welds.
Outdoor lighting/photocell	Test outdoor lighting and photocell.
Drainage Holes	Check that drainage holes are clear of debris.
Paint	Check paint condition.
<b>TOWER LIGHTING</b>	
Lights/Markers	Verify all lights/markers are operational.
Day/Night Mode	Verify day and night mode operation.
Power Cabling	Verify that power cables are secured to tower.
<b>ANTENNAS AND LINES</b>	
Antennas	Visually inspect antennas for physical damage (from ground using binoculars).
Transmission Lines	Verify that all transmission lines are secure on the tower.
<b>GROUNDING</b>	
Structure Grounds	Inspect grounding for damage or corrosion
<b>GUY WIRES</b>	
Tower Guys	Check guy wires for fraying and tension.
Guy Wire Hardware	Check hardware for rust.
<b>CONCRETE CONDITION</b>	
Tower Base	Check for chips or cracks.

## 3.8 ADDENDUM

Potential ASTRO 25 Firewalls	
CNI	Customer Network Interface. This firewall separates the ASTRO 25 Radio Network from the customer's IT network (often referred to as the CEN or Customer Enterprise network). There are single and redundant (high-availability) options for the CNI, the redundant option meaning there are two firewalls. Both firewalls must be monitored in the redundant case
DSR	Dynamic System Resilience. This is an ASTRO 25 option where a geographically separated backup master site is implemented as a "hot-standby" in case of disaster at the primary. This option potentially doubles the number of firewalls in the system.
ZCP	Zone Core Protection. This ASTRO 25 option places firewalls at the master site where the RF and console sites connect. This protects the core from attack from a compromised site and propagation of the attack to the other sites. There are always 2 firewalls in this option for redundancy.
TI	Telephone Interconnect. This ASTRO 25 option allows calls to be made to/from ASTRO 25 subscribers. A firewall is required to protect the RNI from the telephone connection. One firewall may serve the dual purpose of the TI and ISSI interface.
ISSI	Inter RF Subsystem Interface. This option allows connectivity to a separate system. The original intent of this option was to connect to another P25 system supplied by either Motorola or any other P25 compliant vendor. This standard has since been used to allow connection to non-P25 systems through additional interfaces such as WAVE. In any case, a firewall is necessary to protect the RNI from this connection.
MCC 7100	The MCC 7100 dispatch console may be configured such that it can connect via Virtual Private Network (VPN) through an internet connection. A firewall is required to terminate on the ASTRO 25 side of that connection. This firewall may be physically located at either a console site or the master site and there may be multiple firewalls for this purpose.
Custom	Some customers may opt to install their own firewalls and want them monitored, most commonly at console sites. The customer will have to work with Motorola to determine if and how custom firewalls can be monitored. Additional charges may apply.



SECTION 4

# SYSTEM UPGRADE AGREEMENT II STATEMENT OF WORK

The following SUA II Statement of Work fully describes the SUA II offering.



## 4.1 SYSTEM UPGRADE AGREEMENT II (SUA II) SOW

### 4.1.1 Description of Service and Obligations

- 4.1.1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.
- 4.1.1.2 The Customer has, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the recurring ASTRO 25 SUA II, the ASTRO 25 system must be in the Standard Support Period.
- 4.1.1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
- 4.1.1.4 The price quoted for the SUA II requires the Customer to choose a certified system upgrade path from the system release upgrade chart referenced in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs will be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- 4.1.1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 4.1.1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II:
  - 4.1.1.6.1 Servers
  - 4.1.1.6.2 Workstations
  - 4.1.1.6.3 Firewalls
  - 4.1.1.6.4 Routers
  - 4.1.1.6.5 LAN switches
  - 4.1.1.6.6 MCC 7XXX Dispatch Consoles
  - 4.1.1.6.7 CommandCentral AXS Dispatch Consoles
  - 4.1.1.6.8 GTR8000 Base Stations
  - 4.1.1.6.9 GCP8000 Site Controllers
  - 4.1.1.6.10 GCM8000 Comparators
  - 4.1.1.6.11 Motorola Solutions Logging Interface Equipment
  - 4.1.1.6.12 PBX switches for Telephone Interconnect
  - 4.1.1.6.13 NICE Logging Solution



4.1.1.7 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.

4.1.1.8 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing features and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.

4.1.1.9 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade:

- 4.1.1.9.1 Servers
- 4.1.1.9.2 Workstations
- 4.1.1.9.3 CommandCentral AXS Hub
- 4.1.1.9.4 Routers
- 4.1.1.9.5 LAN Switches

4.1.1.10 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:

- 4.1.1.10.1 GTR 8000 Base Stations
- 4.1.1.10.2 GCP 8000 Site Controllers
- 4.1.1.10.3 GCM 8000 Comparators
- 4.1.1.10.4 MCC 7XXX Dispatch Consoles

4.1.1.11 The ASTRO 25 SUA II does not cover all products. Refer to section 4.1.3 for exclusions and limitations.

4.1.1.12 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the certified system upgrade are not included.

4.1.1.13 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:

4.1.1.13.1 Review infrastructure system audit data as needed.

4.1.1.13.2 Identify additional system equipment needed to implement a system release, if applicable.

4.1.1.13.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.

4.1.1.13.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.

4.1.1.13.5 Program management support required to perform the certified system upgrade.

4.1.1.13.6 Field installation labor required to perform the certified system upgrade.

4.1.1.13.7 Upgrade operations engineering labor required to perform the certified system upgrade.

4.1.1.14 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix C. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

4.1.1.15 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.

4.1.1.16 Motorola will issue Software Maintenance Agreement (“SMA”) bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

## **4.1.2 Upgrade Elements and Corresponding Party Responsibilities**

4.1.2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

### **4.1.2.1.1 Motorola Responsibilities**

4.1.2.1.1.1 Obtain and review infrastructure system audit data as needed.

4.1.2.1.1.2 Identify the backlog accumulation of security patches and antivirus updates needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus updates.

4.1.2.1.1.3 If applicable, identify additional system hardware needed to implement a system release and if the customer has added hardware that is not covered under this agreement.

4.1.2.1.1.4 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.



- 4.1.2.1.1.5 Advise Customer of probable impact to system users during the actual field upgrade implementation.
- 4.1.2.1.1.6 Inform Customer of high speed internet connection requirements.
- 4.1.2.1.1.7 Assign program management support required to perform the certified system upgrade.
- 4.1.2.1.1.8 Assign field installation labor required to perform the certified system upgrade.
- 4.1.2.1.1.9 Assign upgrade operations engineering labor required to perform the certified system upgrade.
- 4.1.2.1.1.10 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.





#### 4.1.2.1.2 Customer Responsibilities

- 4.1.2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.
- 4.1.2.1.2.2 Purchase the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation identified in Section 4.1.2.1.1.2, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.
- 4.1.2.1.2.3 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Specifications for the high-speed connection are provided in Appendix B. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
- 4.1.2.1.2.4 Assist in site walks of the system during the system audit when necessary.
- 4.1.2.1.2.5 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
- 4.1.2.1.2.6 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- 4.1.2.1.2.7 Provide or purchase labor to implement optional system release features or system expansions.
- 4.1.2.1.2.8 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

4.1.2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.



#### 4.1.2.2.1 Motorola Responsibilities

4.1.2.2.1.1 Perform appropriate system backups.

4.1.2.2.1.2 Work with the Customer to validate that all system maintenance is current.

4.1.2.2.1.3 Work with the Customer to validate that all available security patches and antivirus updates have been updated on the customer's system.

4.1.2.2.1.3.1 Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

#### 4.1.2.2.2 Customer Responsibilities

4.1.2.2.2.1 Validate system maintenance is current.

4.1.2.2.2.2 Validate that all available security patches and antivirus updates to their system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

#### 4.1.2.3 System Upgrade

##### 4.1.2.3.1 Motorola Responsibilities

4.1.2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

##### 4.1.2.3.2 Customer Responsibilities

4.1.2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.

4.1.2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

#### 4.1.2.4 Upgrade Completion

##### 4.1.2.4.1 Motorola Responsibilities

4.1.2.4.1.1 Validate all certified system upgrade deliverables are complete as contractually required.

4.1.2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.

4.1.2.4.1.3 Obtain upgrade completion sign off from the customer.

#### 4.1.2.4.2 Customer Responsibilities

4.1.2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

4.1.2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

4.1.2.4.2.3 Provide Motorola with upgrade completion sign off.

### 4.1.3 Exclusions and Limitations

4.1.3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

4.1.3.1.1 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software ("PSA")
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Microwave



- 4.1.3.2 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.
- 4.1.3.3 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
- 4.1.3.4 ASTRO 25 SUA II does not cover or include deliverables included with the Security Update Service. This means that the SUA II does not include software support for virus attacks or other applications that are not part of the ASTRO 25 system or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications, unless specifically contracted.
- 4.1.3.5 ASTRO 25 SUA II does not cover the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in Section 4.1.2.1.1.2.
- 4.1.3.6 Motorola will provide the latest applicable patches and antivirus updates when and if available, as a part of the system release upgrade. The upgrade may include 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.
- 4.1.3.7 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

#### **4.1.4 Special Provisions**

- 4.1.4.1 Customer acknowledges that if the System has a Special Product Feature, that it may be overwritten by the software update. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.
- 4.1.4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
- 4.1.4.3 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.



- 4.1.4.4 If Customer chooses to not have Motorola apply the security patches and antivirus updates as described in 2.1.1.2 and this delays or postpones the system software update, Motorola reserves the right to charge the Customer a fee equivalent to the costs incurred by the Motorola Solutions Upgrade Operations Team for the unplanned and additional time on site. Any additional fees to be provided in a quote or other writing.
- 4.1.4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.
- 4.1.4.6 The SUA II annualized price is based on the fulfillment of the two-year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.



## 4.1.5 Appendix A – ASTRO 25 System Release Upgrade Paths

ASTRO System Release	Certified Upgrade Paths
<b>Pre-7.15</b>	Release in the Standard Support Period
<b>7.15</b>	7.17.X*
<b>7.16</b>	7.18
<b>7.17.X*</b>	A2019.2, A2020.1
<b>7.18</b>	A2021.1

\* Includes planned incremental releases

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

## 4.1.6 Appendix B – High-Speed Connectivity Specifications

### Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1
- Any link must realize a sustained transfer rate of 175 kBps / 1.4 Mbps or better, bidirectional
- Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels:
  - Port availability must meet or exceed 99.9% (three nines)
  - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links
  - Packet loss shall be no greater than 0.3%
  - Network jitter shall be no greater than 2 ms



## 4.1.7 Appendix C - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

<b>Master Site Configuration</b>	
# of Master Sites	0
# of DSR Sites	0
<b>System Level Features</b>	
ISSI 8000 / CSSI 8000 - Total # of Servers (2 if redundant and/or DSR)	0
MOSCAD NFM RTU (typically 1 per site location)	2
MOSCAD NFM / SDM Clients	0
Network Management Clients	1
Unified Network Services (UNS) ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR	Y
Telephone Interconnect	0
InfoVista - Transport Network Performance Service (One per system)	0
<b>Security Configuration</b>	
Firewalls	0
Intrusion Detection Sensor (IDS)	0
Centralized Event Logging (SysLog)	0
Zone Core Protection (ZCP)	0
Radio Authentication	0
<b>RF Site Configuration</b>	
Simulcast Prime Sites (including co-located/redundant)	1
RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites)	2
GTR 8000 Base Stations	22
HPD Base Stations	0
QUANTAR Base Stations	0
STR 3000 Base Stations	0
SmartX Site Converters	0
<b>Dispatch Site Configuration</b>	
# of Dispatch Sites	0
Gold Elite Consoles	0
MCC7500 Dispatch Consoles	6
MCC7100 Dispatch Consoles	0
MIP 5000 Dispatch Consoles	0
AIS	1
CCGWs	3
<b>Third Party Elements</b>	
NICE Logging recorders (IP, Telephony, or Analog)	1
Verint Logging recorders (IP, Telephony, or Analog)	0
MACH Alert FSA	Y
Genesis Applications	Y



SECTION 5

# PRICING SUMMARY

## 5.1 UPDATED (8) YEAR PRICING BASED ON THE ENCLOSED SPREADSHEET

(8) Year Pricing for the Advanced Services Plan (Maintenance and System Upgrade Agreement (SUA)) would be as follows:

<b>\$2,952,573</b>

Current Maintenance (Only) Yearly Contract is \$290,748. Contract expired 6-30-20.

If Contracted by August 14, 2020, Motorola Solutions will begin your P25 Radio System Upgrade to Release A2019.2 in the first two weeks of December 2020.

Note: The forces driving this deadline are related to the "Order Lead Time" for required Hardware, and the scheduling of the required Motorola "Upgrade Operations" (U/O) personnel to perform the upgrade tasks.

Note: First Annual Billing would begin October 1, 2020

- Due to your current Radio Dispatch Consoles being on a Windows 7 Operating System, for the Security of the System, it's highly recommended to upgrade the Radio System which will include upgrading to a Windows 10 Operating System.
- P25 Radio System Release 7.15 "Standard Support" ended on October 1, 2018.
- Previous Proposal from March 11, 2019 was based on Upgrading Current System Release 7.15 to System Release 7.18.



## 5.2 MOTOROLA SOLUTIONS -(8) YEAR MAINTENANCE & SUA PRICING

**Maintenance-Currently at \$290,748 - EXPIRED - 6-30-20**

City of Pensacola	2020	2021	2022	2023	2024	2025	2026	2027	Total Sale Price
Maintenance after (8) Year Discount	\$ 276,650	\$ 279,141	\$ 281,658	\$ 284,200	\$ 256,742	\$ 259,309	\$ 261,902	\$ 264,523	\$ 2,164,125.00
SUA after 8 Year Discount	\$ 99,803	\$ 100,602	\$ 101,410	\$ 102,225	\$ 94,858	\$ 95,682	\$ 96,514	\$ 97,354	\$ 788,448.00
<b>Total</b>	<b>\$376,453.00</b>	<b>\$379,743.00</b>	<b>\$383,068.00</b>	<b>\$386,425.00</b>	<b>\$351,600.00</b>	<b>\$354,991.00</b>	<b>\$358,416.00</b>	<b>\$361,877.00</b>	<b>\$2,952,573.00</b>

Note 1: Pricing assumes a **Contract by August 14, 2020** so that the System Upgrade from 7.15 to A2019.2 can/will occur the 1st two weeks of December.

\*\* Due to Nationwide Demand for Scheduling P25 Upgrades, it's on a "first come, first served" basis so we are running out of time to "Hold that Date" above

Note 2: WAVE **"End of Support"** at end of 2024. Therefore pricing in 2025 is reduced due to WAVE being removed from the Contract.

\* *After end of Support, Customer would pay for Maintenance on a "time and material basis."*

Note 3: The MCC 7500 consoles may be upgraded to MCC 7500E consoles as part of the SUA II if the MCC 7500 console reaches the end of ASTRO software support prior to the MCC 7500E console. There is currently no end of ASTRO support announcement for either console.



SECTION 6

# CONTRACTUAL DOCUMENTATION

Contractual Documentation is included on the pages that follow.



## **Maintenance Support and SUAll Purchase Agreement**

Motorola Solutions, Inc. ("Motorola") and the **City of Pensacola, Florida** ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Maintenance support and SUA II services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

### **Section 1 EXHIBITS**

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through D will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	Statements of Work ("SOW") included in Motorola's Proposal dated July 23, 2020
Exhibit C	Payment Schedule
Exhibit D	Equipment List, if applicable – Not Applicable

### **Section 2 DEFINITIONS**

Capitalized terms used in this Agreement have the following meanings:

"Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

"Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

"Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

"Motorola Software" means Software that Motorola or its affiliated company owns.

"Non-Motorola Software" means Software that another party owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any

corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Software” means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

“Services” means those installation, maintenance, SUA, support, training, and other services described in this Agreement.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

### **Section 3      ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the Effective Date.

### **Section 4      SCOPE OF AGREEMENT AND TERM**

4.1.      SCOPE OF WORK. Motorola will provide the Services described in this Agreement and Exhibit B.

4.2      TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues for eight (8) years.

4.3.      SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer’s product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.4.      MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

4.5.      NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor’s rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable

4.6.      INTRINSICALLY SAFE EQUIPMENT. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.7.      If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be

billed at the applicable rates after the warranty for that additional equipment expires. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment to which the Services apply, which will be memorialized as Exhibit D.

4.8. All Equipment must be in good working order on the Effective Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.9. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.10. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

## **Section 5 EXCLUDED SERVICES**

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

## **Section 6 TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs Service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering its Services, Customer agrees to reimburse Motorola for those charges and expenses.

## **Section 7 CONTRACT PRICE, PAYMENT AND INVOICING**

7.1 Customer affirms that execution of this Agreement is the only Notice to Proceed ("NTP") that Motorola will receive for the term of this Agreement and that a purchase order or NTP is not required for contract performance and that sufficient funds have been appropriated in accordance with applicable law. Customer will pay all proper invoices as received from Motorola solely against this Agreement. Upon execution of this Agreement, Customer will provide all necessary reference information to include on invoices for payment per this Agreement.

7.2 CONTRACT PRICE. The Contract Price in U.S. dollars is **\$2,952,573.00.** Contract Price includes the Equipment, Software and Services provided under this Agreement and as defined in the Exhibits, excluding applicable sales or similar taxes and freight charges. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price.

7.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer in advance of each payment period, according to Exhibit C and Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

7.4 INFLATION REVIEW. At the end of the first year of service and each year thereafter, if the change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted Urban Areas (CPI-U) annual index for each Contract year exceeds five percent (5%), the price for the coming year's services will increase by an incremental dollar amount per the following formula: Current year's maintenance price \* (actual change in the CPI – 5 percentage points). The successive year's maintenance will increase from this new baseline by the dollar amount as described in the Pricing Exhibit. This adjustment will be calculated 60 days prior to the 12<sup>th</sup>/24<sup>th</sup>/36<sup>th</sup>, etc. annual anniversary of the service start date in this Agreement. It will be calculated based upon the CPI for the most recent twelve month increments beginning from the most current month available as posted by the U.S. Department of Labor (<https://www.bls.gov>). The price adjustment would fix the price for the following 12 months. Any change in price as a result of the inflation review would need to be agreed to by the customer and reflected in an executed change order. If the customer were to terminate due to a price increase as a result of the inflation review, the customer would not be subject to the repayment of discount in Section 9.3.

7.5 FREIGHT, TITLE AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to the Software will not pass to the Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

## **Section 8 WARRANTY**

8.1. SERVICE WARRANTY. Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

8.2. EQUIPMENT WARRANTY. Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship for a period of ninety (90) days from the date of shipment.

8.3. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 8 that are applicable to the Motorola Software for a period of ninety (90) days from the date of successful installation of a software upgrade as described in Exhibit B-1.

8.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship

Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

8.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 9      DEFAULT AND TERMINATION**

9.1      If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving written notice of termination to the defaulting party.

9.2.      If a defaulting Party fails to cure the default as provided above in Section 9.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

9.3      If the Customer terminates this Agreement before the end of the ten (10) Year Term, for any reason other than Motorola default, then the Customer will reimburse Motorola for the amount of the multi-year discount realized by the Customer up to the date of termination, not to exceed ten percent (10%) of the annual price for three (3) years. This is not a penalty, but a reconciliation of the price structure. For example, if the Customer were to terminate after Year 4, the Customer would reimburse Motorola for the 10% discount received for the last three years of services the Customer received, Years 2, 3, and 4.

9.4. **SUA upgrade payment requirement.** The SUA annualized price is based on the fulfillment of the two year SUA cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.



## **Section 10      EXCLUSIVE TERMS AND CONDITIONS**

10.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to these Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

10.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound to any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

## **Section 11      CONFIDENTIALITY AND PROPRIETARY RIGHTS**

11.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the parties may provide each other with Confidential Information, and will notify the other in writing when any confidential information is provided. Each party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and not grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by Alabama law and this Agreement.

11.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

## **Section 12      INDEMNIFICATION**

12.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full

extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

## 12.2. PATENT AND COPYRIGHT INFRINGEMENT.

12.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.2.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

## Section 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to

the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

## **Section 14      FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other governmental matters.

## **Section 15      DISPUTES**

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

15.1.    GOVERNING LAW. This Agreement is governed by the laws of the State in which the Services are performed.

15.2.    NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

15.3    MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

15.4.    LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

15.5.    CONFIDENTIALITY. All communications pursuant to subsections 15.2 and 15.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

## **Section 16      GENERAL**

16.1.    TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2.    ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or

transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8 NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.  
Attn: Motorola Law Dept  
Legal, Government Affairs & Corporate Communications  
500 W Monroe, 43<sup>th</sup> Floor  
Chicago, IL 60661

Customer  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the

System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters. Notwithstanding any provision herein to the contrary, the parties acknowledge that the Customer is a Florida municipality subject to comply with the Florida Public Records Act, Chapter 119, Florida Statutes, and that no provision of this agreement shall be construed or applied to conflict with that obligation.

16.10. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. **MATERIALS, TOOLS AND EQUIPMENT.** All tools, equipment, dies, gauges, models, drawings or other materials paid for and utilized by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

16.12 **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

16.13 Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

16.14. **SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment obligations exist, Section 7 (Contract Price and Payment); Subsection 8.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 11 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

**Motorola Solutions, Inc.**

**Customer**

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

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

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

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

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

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

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

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

## **Exhibit A**

### **Motorola Software License Agreement**

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and City of Pensacola, Florida ("Licensee").

For good and valuable consideration, the parties agree as follows:

#### **Section 1      DEFINITIONS**

1.1      "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2      "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3      "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4      "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5      "Primary Agreement" means the agreement to which this exhibit is attached.

1.6      "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7      "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### **Section 2      SCOPE**

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

#### **Section 3      GRANT OF LICENSE**

3.1.      Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2.      If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms

and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

## **Section 4      LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5      OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related



Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8      TERM AND TERMINATION**

8.1      Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2      Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3      Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9      Commercial Computer Software**

9.1      *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2      If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

## **Section 10      CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

## **Section 11      LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12      NOTICES**

Notices are described in the Primary Agreement.

## **Section 13      GENERAL**

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

**Exhibit B**  
**Statement of Work**  
**Motorola's Proposal Dated July 23, 2020**  
**Incorporated herein by reference**

## Exhibit C

### Payment Schedule

Invoices will be sent annually in advance, and due on or before the first date of service for the corresponding year.

Year	Service Period	Annual Payment
1	October 1, 2020 to September 30, 2021	\$376,453.00
2	October 1, 2021 to September 30, 2022	\$379,743.00
3	October 1, 2022 to September 30, 2023	\$383,068.00
4	October 1, 2023 to September 30, 2024	\$386,425.00
5	October 1, 2024 to September 30, 2025	\$351,600.00
6	October 1, 2025 to September 30, 2026	\$354,991.00
7	October 1, 2026 to September 30, 2027	\$358,416.00
8	October 1, 2027 to September 30, 2038	\$361,877.00
Total		\$2,952,573.00



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00340

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

AWARD OF ENVIRONMENTAL CONTINUING SERVICES FOR RFQ#20-004 PROFESSIONAL ENVIRONMENTAL SERVICES FOR CONDUCTING ENVIRONMENTAL SITE ASSESSMENTS

**RECOMMENDATION:**

That City Council award contracts to Cameron-Cole, LLC, Ecology and Environment, Inc., Geosyntec Consultants, Inc., and PPM Consultants, Inc., for continuing professional environmental services requested through RFQ#20-004 for initial term of five years. Further, that Council authorize the Mayor take all actions necessary to negotiate and execute the necessary contracts, including a one-year renewal option specified in the RFQ.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In January 2020, a Request for Qualifications (RFQ) was issued for continuing professional environmental services. Six responses to the RFQ were received. A selection committee was formed comprised of Rebecca Ferguson, Waterfront Development Project Coordinator; Cynthia Cannon, Assistant Planning Services Director; and Chris Mauldin, Engineering Specialist. The selection committee reviewed the written qualifications submitted and requested that the four top-ranked firms make an oral presentation to the committee on June 19, 2020. After hearing the presentations, the committee ranked the firms in the following order:

1. PPM Consultants, Inc.
2. Ecology & Environmental, Inc.
3. Geosyntec Consultants, Inc.
4. Cameron-Cole, LLC

The committee recommended contracts to all four top-ranked firms for the reason that each firm has different areas of expertise and specialization.

Once the continuing services contracts are executed and in effect, individual Service Authorizations (SA) can be generated detailing scope, fees, and terms for any proposed projects with approved funding by City Council. These contracts will provide guidance and assistance in response to the ever-increasing environmental challenges faced by our city.

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**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Approval of the award contracts to Cameron-Cole, LLC, Ecology and Environment, Inc., Geosyntec Consultants, Inc., and PPM Consultants, Inc., has no financial impact. Once the contracts are executed, staff will obtain appropriate authorization of the individual work/task orders providing detailed cost information for the specific projects.

**CITY ATTORNEY REVIEW:** Yes

7/23/2020

**STAFF CONTACT:**

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

**ATTACHMENTS:**

- 1) Tabulation of Qualifications, RFQ No. 20-004
- 2) Selection Committee Scoring Matrix, RFQ No. 20-004
- 3) Final Vendor Reference List, RFQ No. 20-004

**PRESENTATION:** No

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TABULATION OF PROPOSALS

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RFQ NO.: 20-004

TITLE: CONTINUING PROFESSIONAL ENVIRONMENTAL SERVICES FOR THE CITY OF PENSACOLA

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OPENING DATE: February 18, 2020

OPENING TIME: 10:00 A.M.

DEPARTMENT: Planning

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Cameron-Cole, LLC  
John Bondurant, Executive Vice President  
200 East Government Street, Suite 100  
Pensacola, FL 32502  
850-434-1011  
Fax: 850-434-2168  
[jbondurant@cameron-cole.com](mailto:jbondurant@cameron-cole.com)

Ecology and Environment, Inc.  
Member of WSP  
Rick Harter, Acting Director of Operations  
368 Pleasant View Drive  
Lancaster, NY 14086  
716-684-8060  
[eharter@ene.com](mailto:eharter@ene.com)

Geosyntec Consultants, Inc.  
Jill Johnson, PG, Principal  
1120 North 12th Avenue  
Pensacola, FL 32501  
850-477-6547  
[jjohnson@geosyntec.com](mailto:jjohnson@geosyntec.com)

Northstar Contracting Group, Inc.  
Brent Anderson, PMP, PE, PG, Vice President  
508 A Capital Circle SE  
Tallahassee, FL 32301  
813-684-4400  
Fax: 813-902-7197  
[banderson@northstar.com](mailto:banderson@northstar.com)

PPM Consultants, Inc.  
Keith Pyron, President  
95 Baybridge Drive, Floor 2  
Gulf Breeze, FL 32561  
251-990-9000  
Fax: 251-990-9025  
[keith.pyron@ppmco.com](mailto:keith.pyron@ppmco.com)

Terracon Consultants, inc.  
Tom Lewis, PG, Environmental Dept Manager  
600 University Office Boulevard, Suite 13B  
Pensacola, FL 32504  
850-477-0454  
Fax: 850-477-0534  
[tom.lewis@terracon.com](mailto:tom.lewis@terracon.com)

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**RFP NO. 20-004**

**Continuing Professional Environmental  
Services for the City of Pensacola**

Selection Committee Meeting  
Oral Presentations Ranking  
(6/19/2020)

<b>FIRMS</b> <i>Raw Score</i>	<b>Chris Mauldin</b>	<b>Cynthia Cannon</b>	<b>Rebecca Ferguson</b>	<b>TOTAL SCORE</b>	<b>RANK</b>
PPM Consultants, Inc.	1	4	1	6	1
Ecology & Environmental, Inc.	2	1	4	7	2
Geosyntec Consultants, Inc.	3	3	2	8	3
Cameron-Cole, LLC	4	2	3	9	4

Motion: Rebecca Ferguson motioned to approve the ranking and recommend the award of a contract to all four firms.

Second: Cynthia Cannon seconded the motion.

Vote: 3-0 vote in favor of motion.

**FINAL VENDOR REFERENCE LIST**  
**CONTINUING PROFESSIONAL ENVIRONMENTAL SERVICES FOR THE CITY OF PENSACOLA**  
**PLANNING**

Vendor	Name	Address	City	St	Zip Code	SMWBE
053982	4D ENVIRONMENTAL CONSULTANTS LLC	8916 SCENIC HILLS DRIVE	PENSACOLA	FL	32514	Y
039400	ADVANCED ENVIRONMENTAL TECHNOLOGIES LLC	3124 W MAIN ST STE 10	DOTHAN	AL	36305	
043914	AEROSTAR ENVIRONMENTAL SERVICES INC	11181 ST. JOHNS INDUSTRIAL PARKWAY N	JACKSONVILLE	FL	32246	
063144	AEROSTAR SES LLC	213 S BAYLEN ST	PENSACOLA	FL	32502	
068495	ANDALA ENTERPRISES INC	641 BAYOU BLVD	PENSACOLA	FL	32503	
027832	ARDAMAN & ASSOCIATES INC	P O BOX 593003	ORLANDO	FL	32859	
047874	ATC GROUP SERVICES INC DBA ATC ASSOCIATES INC	130 S GERONIMO ST STE 6	MIRAMAR BCH	FL	32550	
026973	ATKINS NORTH AMERICA INC	P O BOX 409357	ATLANTA	GA	30384	
046757	ATL DISASTER RECOVERY INC	PO BOX 1387	BOYNTON BCH	FL	33425	
061781	AZTECH SERVICES INC DBA ASI SERVICES	3395 FAIRMONT ST	PENSACOLA	FL	32505	Y
040204	BARKSDALE & ASSOCIATES INC	105 S G ST	PENSACOLA	FL	32502	
000377	BASKERVILLE DONOVAN	449 W MAIN ST	PENSACOLA	FL	32502	
063461	BELFOR USA GROUP	132 E I-65 SERVICE RD N	MOBILE	AL	36607	
065870	BIOME CONSULTING GROUP LLC	1300 W GOVERNMENT ST	PENSACOLA	FL	32502	Y
031800	BOSSO-IMHOF ENVIRONMENTAL SCIENCES INC	1300 W GOVERNMENT ST	PENSACOLA	FL	32502	
054063	BOWYER SINGLETON & ASSOCIATES INC	520 S MAGNOLIA AVE	ORLANDO	FL	32801	
068491	BROOKS ENVIRONMENTAL SOLUTIONS LLC	129 CEDAR HAMMOCK LANE	PANAMA CITY BCH	FL	32407	
034093	CAMERON-COLE LLC	200 E GOVERNMENT ST STE 100	PENSACOLA	FL	32502	
045610	CARTER, DAWN DBA A & C ENTERPRISES & DEVELOPMENT OF CENTRAL FL INC	PO BOX 2686	ORLANDO	FL	32802	
022362	CH2M HILL INC	P. O. BOX 241329	DENVER	CO	80224	
059757	CLEANING & RESTORATION SERVICES OF THE GULF COAST LLC DBA RAINBOW INTL	9011 N DAVIS HIGHWAY	PENSACOLA	FL	32514	
028092	COASTAL TECHNOLOGY CORPORATION	3625 20TH ST	VERO BCH	FL	32960	
049087	COMMONWEALTH CONTRACTING SERVICES	555 NE 15TH ST STE 215	MIAMI	FL	33132	
032452	CROSS ENVIRONMENTAL SERVICES, INC	P O BOX 1299	CRYSTAL SPRINGS	FL	33524	
044556	DMC CONSULTING OF CENTRAL FLORIDA INC	9212 SUMMIT CENTRE WAY #108	ORLANDO	FL	32810	
031027	DRMP INC	941 LAKE BALDWIN LANE	ORLANDO	FL	32814	
056337	E SCIENCES	34 E PINE ST	ORLANDO	FL	32801	
053609	ECOLOGY AND ENVIRONMENT INC	368 PLEASANT VIEW DR	LANCASTER	NY	14086	
069564	ENERGY AND ENVIRONMENT, LLC	796 NAVY ST STE B 8	FL WALTON	FL	32547	Y
045609	ENGINEERING & PLANNING RESOURCES PC	309 W GREGORY ST	PENSACOLA	FL	32502	Y
052262	ENTRIX INC	DEPT 3094 P O BOX 123094	DALLAS	TX	75312	
050163	ENVIRO PRO TECH	3210 BARRANCAS AVE	PENSACOLA	FL	32507	
027731	ENVIRONMENTAL CONSULTING & TECHNOLOGY INC	5404 CYPRESS CENTER DR	TAMPA	FL	33609	
027850	ENVIRONMENTAL SAFETY AWARENESS & CONSTRUCTION LLC	513 N EGLIN PARKWAY	FORT WALTON	FL	32547	
056754	FLORIDA TESTING SERVICES LLC DBA XENCO LABORATORIES	3231 NW 7TH AVE	BOCA RATON	FL	33431	
029848	GALLET & ASSOCIATES	320 BEACON PARKWAY WEST	BIRMINGHAM	AL	35209	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 N PALAFOX ST	PENSACOLA	FL	32502	
063463	GEOSYNTEC CONSULTANTS INC	1120 N 12TH AVE	PENSACOLA	FL	32501	
073703	GRAND SERVICE COMPANY LLC	320 EDGEWATER DRIVE	PENSACOLA	FL	32507	Y
057866	GREENCALCS FOR SUSTAINABLE BUILDING LLC	4218 LYNN ORA DRIVE	PENSACOLA	FL	32504	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	
026222	HDR ENGINEERING INC	1917 S 67TH ST	OMAHA	NE	68106	
030850	HERBERT HALBACK INC	315 E ROBINSON ST STE 505	ORLANDO	FL	32801	
027373	HERNANDEZ & SWIFT ASSOCIATES INC	1630 BALIHAI COURT	GULF BREEZE	FL	32563	
025529	HNTB CORPORATION	LIBERTY CENTER STE 440 7077 BONNEVAL RD	JACKSONVILLE	FL	32216	
054973	INLAND CONSTRUCTION & ENGINEERING INC	309 E 11TH ST	PANAMA CITY	FL	32401	
046666	J J SOSA & ASSOCIATES INC	6911 PISTOL RANGE RD # 101A	TAMPA	FL	33626	
053163	J2 ENGINEERING INC	2101 W GARDEN ST	PENSACOLA	FL	32502	

**FINAL VENDOR REFERENCE LIST  
CONTINUING PROFESSIONAL ENVIRONMENTAL SERVICES FOR THE CITY OF PENSACOLA  
PLANNING**

Vendor	Name	Address	City	St	Zip Code	SMWBE
025136	JENSCO INC	P O BOX 330358	ATLANTIC BCH	FL	32233	
000485	KEEP PENSACOLA BEAUTIFUL INC	9 W BLOUNT ST	PENSACOLA	FL	32501	
070282	LG2 ENVIRONMENTAL SOLUTION INC	449 W MAIN ST	PENSACOLA	FL	32502	Y
018015	NAUTILUS ENVIRONMENTAL SERVICE	P O BOX 497	PARRISH	FL	34219	
033184	NODARSE & ASSOCIATES	6950 PHILLIPS HWY STE 2	JACKSONVILLE	FL	32216	
079170	NORTHSTAR CONTRACTG GROUP INC	508 A CAPITAL CIRCLE SE	TALLAHASSEE	FL	32301	
059552	NOVA ENGINEERING AND ENVIRONMENTAL LLC	3900 KENNESAW 75 PKWY STE 100	KENNESAW	GA	30144	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
034230	PPM CONSULTANTS INC	95 BAYBRIDGE DRIVE FLOOR 2	GULF BREEZE	FL	32561	
030615	QORE INC	P O BOX 1227	LAWRENCEVILLE	GA	30046	
022207	R W BECK INC	1001 FOURTH AVE STE 2500	SEATTLE	WA	98154	
054029	RACZAK CONTRACTING INC	10365 HOOD RD S STE 202	JACKSONVILLE	FL	32257	
051061	REBOL-BATTLE & ASSOCIATES LLC	2301 N 9TH AVE STE 3	PENSACOLA	FL	32503	Y
052760	REED, HEATHER DBA ECOLOGICAL CONSULTING SERVICES INC	38 S BLUE ANGEL PKWY #346	PENSACOLA	FL	32506	
018207	REYNOLDS SMITH & HILLS INC	10748 DEERWOOD BLVD S	JACKSONVILLE	FL	32256	
059180	SIGMA CONSULTING GROUP INC	3298 SUMMIT BLVD STE 32	PENSACOLA	FL	32503	
017658	SOUTHERN WASTE SERVICES INC	P O BOX 9350	PANAMA CITY BCH	FL	32417	
051398	SUMMIT ENVIRONMENTAL SERVICES LLC	2950 LANGLEY AVE	PENSACOLA	FL	32504	
028087	TAYLOR ENGINEERING INC	P O BOX 550510	JACKSONVILLE	FL	32256	
026223	TBE GROUP INC DBA CARDNO TBE	380 PARK PLACE BLVD STE 300	CLEARWATER	FL	33759	
057619	TERRACON CONSULTANTS INC	600 UNIVERSITY OFFICE BLVD STE 13B	PENSACOLA	FL	32504	
059181	TETRA TECH INC	1558 VILLAGE SQ RD STE 2	TALLAHASSEE	FL	32309	
031029	THE RMPK GROUP	1519 MAIN ST	SARASOTA	FL	34236	
025339	URS GREINER INC SOUTHERN URS GREINER INC	7650 W COURTNEY CAMPBELL CSWY	TAMPA	FL	33607	
058079	VDA SOLUTIONS	1032 SEMINOLE CREEK DRIVE	OVIEDO	FL	32765	
025019	WELLINGTON ENVIRONMENTAL CONSULTANTS	P O BOX 790051	ST LOUIS	MO	63144	
026280	WETLAND SCIENCES INC	3308 GULF BCH HWY	PENSACOLA	FL	32507	Y
025340	WILBUR SMITH ASSOCIATES	3535 LAWTON RD STE 100	ORLANDO	FL	32803	
069460	WORC LLC	7528 REXFORD ST	NAVARRE	FL	32566	

Vendors: 78
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# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 20-00389

City Council

8/13/2020

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

AIRPORT - APPROVAL OF AMENDMENT NO. 5 TO THE LEASE AND OPERATING AGREEMENT WITH BLUE AIR TRAINING LLC

**RECOMMENDATION:**

That City Council authorize the Mayor to execute Amendment No. 5 to the Lease and Operating Agreement between the City of Pensacola and Blue Air Training LLC (f/k/a ECKO Air LLC) at the Pensacola International Airport. Further, that City Council authorize the Mayor to take all necessary actions to execute Amendment No. 5.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City of Pensacola and ECKO Air LLC entered into a Lease and Operating Agreement dated August 18, 2004. Under the Agreement, ECKO Air LLC leased certain property at the Pensacola International Airport on which it developed a hangar and office complex to provide commercial aeronautical services to the public.

In order to provide flight training services from the facility, ECKO Air was required to lease an additional 26,620 square feet of available aircraft apron parking space. The City executed Amendment No. 4 to the Lease and Operating Agreement in order to add the space to the leasehold.

On May 14, 2019, ECKO Air LLC assigned all of its rights, title, interest, and leasehold estate in, to, and under the lease to Blue Air Training LLC, a provider of contracted air services to the US Military.

On June 11, 2020, Blue Air Training LLC notified staff that it did not need the additional aircraft apron parking space and requested that the space be deleted from its leasehold. Coincidentally, the location of the subject apron space will be reconstituted under the Remain-Overnight Apron Project. This area is to be used for future air carrier parking as identified in the Airport Master Plan.

**PRIOR ACTION:**

August 18, 2004 - City entered into a Lease and Operating Agreement with ECKO Air LLC.

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March 16, 2005 - City executed Amendment No. 1 to the Lease and Operating Agreement.

July 25, 2005 - City executed Amendment No. 2 to the Lease and Operating Agreement.

May 25, 2010 - City executed Amendment No. 3 to the Lease and Operating Agreement.

March 31, 2017 - City executed Amendment No.4 to the Lease and Operating Agreement.

May 14, 2019 - ECKO Air, LLC assigned the Lease and Operating Agreement to Blue Air Training LLC.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The \$20,074.83 annual rent for Blue Air Training LLC will be reduced by \$8,457.18 for a new annual rent of \$11,617.66.

**CITY ATTORNEY REVIEW:** Yes

7/21/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator

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

Matthew F. Coughlin, Airport Director

**ATTACHMENTS:**

- 1) Blue Air Training Amendment No. 5

**PRESENTATION:** No

AMENDMENT NO. 5 TO THE LEASE AND OPERATING AGREEMENT  
BETWEEN THE CITY OF PENSACOLA AND BLUE AIR TRAINING LLC (f/k/a ECKO  
AIR LLC) AT THE PENSACOLA INTERNATIONAL AIRPORT

THIS AMENDMENT NO. 5 ("Amendment No. 5") to the Lease and Operating Agreement between the City of Pensacola and Blue Air Training LLC dated August 18, 2004 ("Original Agreement"), effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is made by and between the City of Pensacola ("City"), a municipal corporation of the State of Florida with the business address of 222 W. Main Street, Pensacola, Florida and Blue Air Training LLC, a limited liability company with a business address of 11411 Southern Highlands Parkway, Suite 330, Las Vegas, Nevada 89141 ("Operator").

WITNESSETH:

**WHEREAS**, the City owns, operates, and maintains the Pensacola International Airport "Airport") located in Escambia County, Florida; and

**WHEREAS**, Amendment No. 1 to the Original Agreement dated March 16, 2005 amended the Original Agreement to increase the square footage of the Leased Premises, adjust the lease rental rate provision, modify the Insurance and Indemnification language, and modify the Surrender Upon Termination language; and

**WHEREAS**, Amendment No. 2 to the Original Agreement dated July 25, 2005 amended the Original Agreement as amended to substitute Exhibit A annexed to the Amendment No. 2 for Exhibit A annexed to the Amendment No. 1 of the lease; and

**WHEREAS**, Amendment No. 3 to the Original Agreement dated May 25, 2010 amended the Original Agreement as amended to memorialize the number of tie-down spaces identified in the square footage of the Leased Premises; and

**WHEREAS**, Amendment No. 4 to the Original Agreement dated March 31, 2017 amended the Original Agreement to increase the square footage of the Leased Premises and adjust the lease rental rate provision; and

**WHEREAS**, on May 14, 2019, ECKO Air, LLC assigned all of its rights, title, interest, and leasehold estate in, to, and under the lease to Blue Air Training LLC, and Blue Air Training LLC assumed the Lease and Operating Agreement; and

**WHEREAS**, Operator desires, and City agrees, to decrease the square footage of the Leased Premises, redefine the approved use of the Leased Premises and adjust the lease rental rate provision in the Original Agreement as amended upon the terms and conditions hereinafter set forth to delete certain helicopter ramp parking spaces; and

**WHEREAS**, Article XLIII of the Original Agreement provides the parties may amend the Original Agreement in writing executed by the parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed that the Original Agreement as previously amended shall be further amended as follows:

1. Article I, Leased Premises, of the lease as previously amended is deleted and replaced in its entirety with the following provision:

The City hereby leases and demises to Operator, and Operator hereby hires and takes from the City, the tract(s) of land (herein referred to as the "Leased Premises"), in Escambia County, Florida, and any and all rights, privileges, easements and appurtenances now or hereafter belonging to said tract(s) of real property, subject, however, to all liens, easements, restrictions and other encumbrances of record, provided such matters do not prevent Operator from conducting its business on the Leased Premises as contemplated herein. These premises, more particularly shown on Exhibit A, encompass approximately 28,840 square feet of land for offices, hangars, and automobile parking, and 2,400 square feet of land in between the ramp and office/hangar facility strictly for the installation of below-ground wells and piping for a geothermal heating system. Additionally, the premises also include 5,328 square feet of ramp, which encompasses five of the existing tie-down spaces on the ramp.

The Leased Premises shall be taken by Operator in the AS IS condition, subject to all defects, latent and patent, and shall be improved, maintained and operated at Operator's sole cost and expense except as may otherwise be specifically provided in this Agreement. It is the express intention of the parties hereto that the Operator's improvements, use and occupancy of the Leased Premises, and all costs associated therewith, shall be and remain the financial obligation of the Operator.

2. Article II, Grant of Use, of the lease as previously amended is deleted and replaced in its entirety with the following provision:

The City hereby grants operator the exclusive right to the Leased Premises, and all of the improvements located thereon, to conduct on a non-exclusive basis, commercial aeronautical services/activities described as **Contracted Air Services** solely for the United States military in accordance with this Agreement and in accordance with the current Minimum Standards for Commercial Aeronautical Activities. The City further grants to Operator the rights of ingress and egress to and from the Leased Premises over Airport common use roadways, subject to any rules and regulations which may have been established or shall be established in the future by the City.

Operator shall not use, nor permit others to use, the Leased Premises and any improvements thereon, for any commercial or non-commercial purpose, other than the authorized purposes set forth above, nor shall Operator use the Leased Premises to store any material not required for the prosecution of the authorized

purposes. Should the Operator wish to perform any additional commercial aeronautical services from its leased premises, Operator shall make written application to the City requesting permission to provide such additional services. The City shall apply the criteria and standards embodied in the Minimum Standards for Commercial Aeronautical Activities as it may exist at the time or as it may have been replaced by another document outlining the minimum requirements to conduct commercial services at the Airport in determining whether to authorize Operator to perform such services. If the City determines that the Operator is qualified to perform the requested aeronautical services and if the Operator and City execute an addendum to the Lease setting forth the terms and conditions by which Operator shall perform the additional aeronautical services or activities, including any additional fees, the Operator shall be deemed authorized to perform said additional services or activities.

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the City herein reserves the right to grant similar privileges to another Operator or other Operators on other parts of the Airport.

3. Article VI, Rent & Fees, of the lease as previously amended is deleted and replaced in its entirety with the following provision:

In consideration of the rights and privileges herein granted, the Operator hereby covenants and agrees to pay the City upon commencement of this agreement a base ground rent, calculated on a square foot basis, of:

Lease Annual Term	Annual Rate	Square Footage	Rent
Commencement Date			
– 2/28/05	\$0.12	34,168	\$4,100.16
3/1/05 – 12/31/06	\$0.12	36,568	\$4,388.16
1/1/07 – 12/31/11	\$0.136	36,568	\$4,973.25
1/1/12 – 12/31/16	\$0.30	36,568	\$10,970.40
1/1/17 – 12/31/21	\$0.3177	36,568	\$11,615.96

After 12/31/21

Adjusted rate as defined below

Operator agrees to pay base ground rent due to the City, in advance on or before the tenth (10<sup>th</sup>) day of the month for which the rent is due. No invoice will be sent. Base ground rent for periods less than one month shall be prorated on a daily basis (365-day year). Operator shall be responsible for adding the applicable state and local sales tax to all base ground rental payments. Said payments shall clearly indicate what



amount of the total payment is for ground rent and what amount is for state and local sales tax.

Any fees required under this Agreement which are not received when due shall accrue interest at the rate of one and one-half percent (1.5%) per month from the due date until receipt of payment.

Adjustments to Base Ground Rent. Adjustments to the base ground rental rate will be made on October 1, 2021, and each five years thereafter, using the National Consumer Price Index for Urban consumers (CPI-U). The ground rental rate shall be increased or decreased by a percentage amount equal to the percentage increase or decrease in the CPI-U for the previous five years using May 1 and April 30 as the beginning and ending dates.

The adjusted ground rent will thereafter go into effect in accordance with the following schedule:

First Adjustment -	January 1, 2022
Second Adjustment -	January 1, 2027
Third Adjustment -	January 1, 2032

4. Exhibit A, Leased Premises, of the lease as previously amended is deleted and replaced in its entirety with Exhibit A, Leased Premises, Amendment No. 5, attached hereto and incorporated by this reference.

5. All other terms and conditions of the Original Agreement, as previously amended, and not further amended, hereby, shall remain in full force and effect.

6. This Amendment No. 5 to the Original Agreement as amended shall be effective upon date of execution.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 to the Original Agreement as amended on the date first above written.

**OPERATOR**

**CITY OF PENSACOLA, FLORIDA**

Blue Air Training LLC  
(Operator's Name)

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

By \_\_\_\_\_  
Member

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

\_\_\_\_\_  
(Printed Member's Name)

Approved As To Substance:

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

\_\_\_\_\_  
Department Director/Division Head

\_\_\_\_\_  
(Printed Member's Name)

Legal as drawn:

(SEAL)

\_\_\_\_\_  
City Attorney

The site plan illustrates the layout of the Blue Air Training facility. Key features include:

- Taxiway D-5:** A central horizontal taxiway with stationing from 110+00 to 116+00. It includes a centerline marking (TYP.) and tie-down markings (TYP.).
- Corporate Apron:** Located to the left of Taxiway D-5, featuring a centerline marking (TYP.) and tie-down markings (TYP.).
- Baseline Apron:** Situated to the right of Taxiway D-5, featuring a centerline marking (TYP.) and tie-down markings (TYP.).
- Aircraft Parking Positions:** Numerous positions are marked with stationing and bearing information, such as:
  - B/L "TAXIWAY D-5" STA. 301+45.46, 59.53 RT
  - B/L "TAXIWAY D-5" STA. 301+60.52, 69.74 RT
  - B/L "APRON" STA. 111+98.36, 95.00 LT
  - B/L "APRON" STA. 111+98.36, 35.00 LT
  - B/L "APRON" STA. 111+48.85, 15.34 LT
  - B/L "APRON" STA. 111+71.97, 24.58 RT
  - B/L "APRON" STA. 111+98.52, 48.41 RT
  - B/L "APRON" STA. 112+58.36, 48.49 RT
  - B/L "APRON" STA. 112+83.64, 108.40 RT
  - B/L "APRON" STA. 112+83.64, 108.40 RT
  - B/L "APRON" STA. 113+32.70, 56.76 RT
  - B/L "APRON" STA. 113+32.70, 10.51 RT
  - B/L "APRON" STA. 113+32.70, 81.99 LT
  - B/L "APRON" STA. 113+64.15, 83.12 RT
  - B/L "APRON" STA. 113+89.15, 63.12 RT
  - B/L "APRON" STA. 114+36.38, 80.40 RT
  - B/L "APRON" STA. 114+59.24, 11.34 RT
  - B/L "APRON" STA. 114+59.24, 12.66 LT
  - B/L "APRON" STA. 114+36.38, 35.66 LT
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  - B/L "APRON" STA. 114+36.38, 3



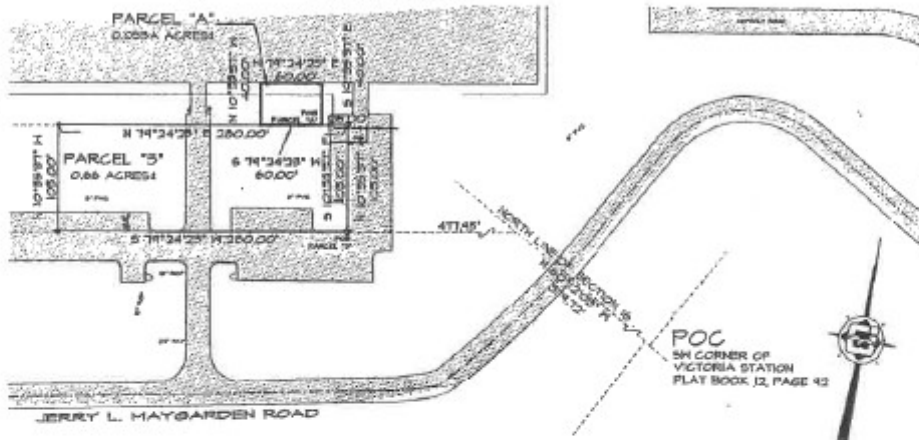
**FABRE ENGINEERING, INC.**

119 GREG / SQUARE • PENSACOLA, FLORIDA 32501-4015 • TEL: (850) 433-1100 • FAX: (850) 434-7842

PLANNERS • SURVEYORS

**LEGEND:**

- SET 1/2" CAPPED ROD # 6679
- SET NAIL AND DISK # 6679
- WATER VALVE
- FIRE HYDRANT
- WOODEN LIGHT POLE
- CONCRETE LIGHT POLE
- BOLLARDS AND KEY PAD
- ELECTRIC TRANSFORMER AND PAD
- ELECTRIC JUNCTION BOX
- BURIED ELECTRICAL LINE
- BURIED WATER LINE
- RCP - REINFORCED CONCRETE PIPE
- CMP - CORRUGATED METAL PIPE
- SIGN
- ◻ MITERED END SECTION
- ⊞ ELECTRIC PANEL
- ⊞ GATE CONTROL BOX
- PVC STUB OUT
- PCB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT



**PARCEL A**

COMMENCE AT THE SOUTHWEST CORNER OF VICTORIA STATION, A SUBDIVISION RECORDED IN PLAT BOOK 12, PAGE 42 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; SAID POINT BEING ON THE NORTH LINE OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 24 WEST; THENCE GO N 60°12'03" W ALONG SAID NORTH LINE 379.12 FEET; THENCE DEPARTING SAID NORTH LINE, GO S 79°24'23" W 471.45 FEET; THENCE GO N 10°35'31" W 103.00 FEET; THENCE S 79°24'23" W 26.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 79°24'23" W 60.00 FEET; THENCE GO N 10°35'31" W 40.00 FEET; THENCE GO N 79°24'23" E 60.00 FEET; THENCE GO S 10°35'31" E 40.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS APPROXIMATELY 0.0554 ACRES.

**PARCEL 3**

COMMENCE AT THE SOUTHWEST CORNER OF VICTORIA STATION, A SUBDIVISION RECORDED IN PLAT BOOK 12, PAGE 42 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; SAID POINT BEING ON THE NORTH LINE OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 24 WEST; THENCE GO N 60°12'03" W ALONG SAID NORTH LINE 379.12 FEET; THENCE DEPARTING SAID NORTH LINE, GO S 79°24'23" W 471.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 79°24'23" W 260.00 FEET; THENCE GO N 10°35'31" W 103.00 FEET; THENCE GO N 79°24'23" E 260.00 FEET; THENCE GO S 10°35'31" E 103.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS APPROXIMATELY 0.66 ACRES.

**SURVEYORS' NOTES:**

1. THE BEARINGS SHOWN HEREON ARE BASED ON A GRID BEARINGS OF S 79°24'23" W ALONG THE SOUTH LINE OF THE SURVEYED PARCEL.
2. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT HAS BEEN PROVIDED BY OR PROVIDED TO FABRE ENGINEERING, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS OF WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
3. THE LOCATION OF BURIED UTILITIES IS BASED ON FIELD MARKINGS BY THE UTILITY PROVIDER OR THEIR REPRESENTATIVE AND AIRPORT UTILITIES MAPS. NO CERTIFICATION IS GIVEN BY FABRE ENGINEERING, INC. TO THE ACCURACY OR COMPLETENESS OF THESE MARKINGS.

THIS DRAWING IS THE PROPERTY OF FABRE ENGINEERING, INC. AND IS NOT TO BE REPRODUCED IN WHOLE OR PART, IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

**DESCRIPTION DRAWING**

A PORTION OF  
SECTION 16, TOWNSHIP 1 SOUTH, RANGE 24 WEST,  
ESCAMBIA COUNTY, FLORIDA

**PREPARED FOR**

MR. STEVE WALKER

NO.	DATE	REVISIONS
1	6/7/05	Added Parcel A

**SURVEYORS CERTIFICATE:**

I CERTIFY THE INFORMATION SHOWN HEREON TO BE CORRECT, AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING PER CHAPTER 6801-6, FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 4720.21 FLORIDA STATUTES, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

*Frank J. Fabre*  
FRANK J. FABRE, P.E.  
PROFESSIONAL FLORIDA SURVEYOR, LICENSE NO. 932, F.E.S. LB NO. 6674  
DATE  
JUNE 8, 2005

SCALE: 1"=100'	FILE: 003-21009	DRAWN BY: JHKL	FIELD DATE: 6-3-05	DATE: 6-8-05
JOB NUMBER: 04001-01-50	CHECKED BY: FJF	FIELD BOOK: APAC	PAGE 01	36

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND HAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00390

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

AIRPORT - APPROVAL OF AMENDMENT NO 5 TO THE LEASE AND OPERATING AGREEMENT BETWEEN THE CITY OF PENSACOLA AND PENSACOLA AVIATION CENTER, LLC (F/K/A AEROSE LLC)

**RECOMMENDATION:**

That City Council authorize the Mayor to execute Amendment No. 5 to the Lease and Operating Agreement between the City of Pensacola and Pensacola Aviation Center, LLC (f/k/a Aerose LLC) at the Pensacola International Airport. Further, that City Council authorize the Mayor to take all actions necessary to execute the Amendment No. 5.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City of Pensacola and Aerose LLC entered into a 30-year Lease and Operating Agreement dated July 29, 2004. Under the Agreement, Aerose LLC leased certain property at the Pensacola International Airport on which it developed a corporate hangar and office complex at the Airport's General Aviation Corporate Ramp.

In order for Aerose LLC to provide Fixed Base Operator services to the general public, the lease was later amended to expand the leasehold in accordance with the requirements of the Airport's Minimum Standards for Commercial Aeronautical Activities. Amendment No. 2 added approximately 78,000 square feet of rotary wing aircraft apron area to the leasehold.

On August 2, 2016, Aerose LLC assigned all of its rights, title, interest and leasehold estate in, to and under the lease to Pensacola Aviation Center, LLC. Pensacola Aviation Center, LLC is a full-service Fixed Base Operator serving the Pensacola International Airport since 1997. In June 2020, Pensacola Aviation Center, LLC notified staff that it did not need the additional rotary wing aircraft apron parking space and requested that the space be deleted from its leasehold. The subject apron area was also identified in the most recent Airport Master Plan as a location for future Air Carrier parking.

**PRIOR ACTION:**

May 5, 2004 - City Council approved the lease with Aerose LLC.

September 9, 2007 - City Council approved Amendment No. 1.

November 15, 2012 - City Council approved Amendment No. 2.

June 18, 2015 - City Council approved Amendment No.3.

July 14, 2016 - City Council authorized the assignment and assumption of the lease from Aerose LLC to Pensacola Aviation Center, LLC.

June 11, 2020 - City Council approved Amendment No. 4.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The \$72,576.68 annual rent for Pensacola Aviation Center, LLC will be reduced by \$24,776.99 for a new annual rent of \$47,799.69.

**CITY ATTORNEY REVIEW:** Yes

7/21/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator

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

Matthew F. Coughlin, Airport Director

**ATTACHMENTS:**

- 1) Pensacola Aviation Center (fka Aerose LLC) Amendment No 5

**PRESENTATION:** No

LEASE AND OPERATING AGREEMENT BY AND BETWEEN THE CITY OF  
PENSACOLA AND PENSACOLA AVIATION CENTER, LLC (f/k/a Aerose LLC)

AMENDMENT NO. 5

THIS AMENDMENT NO. 5 TO THE LEASE AND OPERATING AGREEMENT of July 29, 2004 (hereinafter referred to as "Amendment No. 5"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Pensacola, a municipal corporation of the State of Florida (hereinafter referred to as "City") and Pensacola Aviation Center, LLC, a Florida Limited Liability Company authorized to transact business in the State of Florida with an address of 4145 Maygarden Road, Pensacola, Florida 32504, and the Federal Tax Identification Number of 59-3688156, (hereinafter referred to as "Operator"), (Each at times hereinafter referred to also as "party" or collectively "parties"),

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Pensacola International Airport (hereinafter referred to as "Airport") located in Escambia, County, Florida; and

WHEREAS, City and Aerose LLC entered into an Agreement dated July 29, 2004 whereby Aerose LLC leased certain property at the Pensacola International Airport to store and house aircraft owned by the Operator; and

WHEREAS, said Lease Agreement was amended on May 8, 2008 whereby Aerose LLC leased additional property in the aviation fuel farm area for the installation of an above-ground fuel tank facility; and

WHEREAS, said Lease Agreement was amended on January 24, 2013 whereby the City granted Aerose LLC the right to conduct commercial aeronautical services/activities described as Full Service Fixed Base Operations at the Airport; and

WHEREAS, said Lease Agreement was amended on July 16, 2015 to lease certain space in the Airport Terminal Building on a month-to-month basis; and

WHEREAS, on August 2, 2016, Aerose LLC assigned all of its rights, title, interest, and leasehold estate in, to, and under the lease to Pensacola Aviation Center, LLC, and Pensacola Aviation Center, LLC assumed the Lease and Operating Agreement; and

WHEREAS, said Lease Agreement was amended on \_\_\_\_\_, 20\_\_\_\_ to extend the lease to allow for the amortization of certain construction costs; and

WHEREAS, the parties now desire to amend the Lease Agreement in order to

decrease the square footage of the Leased Premises and adjust the lease rental rate provision in the Lease Agreement as amended upon the terms and conditions hereinafter set forth to delete certain helicopter ramp parking spaces.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed that the Lease Agreement is hereby amended as follows:

1. Article I – Leased Premises, Preferential Use Leased Premises Defined, Leased Premises Number 3 as last modified under Amendment No. 2 is hereby amended as follows:

Leased premises Number 3 is leased to Operator as Preferential Use Apron Area. The Operator hereby leases and takes from the City Leased Premises Number 3 as shown on Exhibit “B” as Preferential Use Apron Area.

Preferential Use Apron Area “1” is approximately 25,076 square feet of aircraft apron area. This apron area can accommodate aircraft maneuvering and parking for aircraft up to FAA Design Group II aircraft – larger aircraft cannot use Preferential Use Apron “1”. Therefore, Apron Area 1 usage is limited to aircraft up to and including FAA Design Group II aircraft. An additional aircraft area of 13,160 square feet or ten (10) tie-downs will also be identified in this Leased Premises area for a total of 38,236 square feet of lease area on the corporate ramp.

The Operator has inspected and is familiar with the condition of the Leased Premises. The Exclusive Use Leased Premises and the Preferential Use Leased Premises shall be taken by the Operator in an AS IS condition, subject to all defects, latent and patent, and shall be improved, maintained, swept, and stripe and operated at the Operator’s sole cost and expense except as may otherwise be specifically provided in the Agreement as amended. It is the express intention of the parties hereto that the Operator’s improvements, use and occupancy of the Exclusive Use Leased Premises and the Preferential Use Leased Premises, and all costs associated therewith, shall be and remain the financial obligation of the Operator.

2. Article VI - Rents & Fees, Preferential Use Lease Premises Rents, Leased Premises Number 3 as last modified under Amendment No. 2 is hereby amended as follows:

Preferential Use Apron Area Number 1 – In consideration of the rights and privileges herein granted, the Operator hereby covenants and agrees to pay the City a Preferential Use Apron Area Number 1 rental of \$31,449.00 per year beginning September 1, 2012 for the preferential, non-exclusive use of the Preferential Use Apron Area Number 1 shown on Exhibit “B”. This rental will be in



effect until December 31, 2016.

Preferential Use Apron Area Rent Calculation:

	Annual Rate*	Square Footage	Annual Rent*
<u>Apron Area Number 1</u>			
9/1/2012 – 12/31/2016	\$0.8225	38,236	\$31,449.00
1/1/2017 – 12/31/2022	\$0.8709	38,236	\$33,299.75

\* The annual rental rate and the annual rental will be adjusted as described below.  
The annual rental rate and annual rent will next be adjusted January 1, 2022.

The methodology for the calculation of square footage and annual rent for Preferential Use Apron Number 1 is as follows:

Formula for recalculation of the fully allocated fee of the Preferential Use Apron Area Number 1 is as follows:

- a. Appraiser's square foot opinion of value multiplied by the total Corporate Apron Area (250,000 square feet) multiplied by \$0.30 (the fair market rental rate per square foot at the time of the recalculation) = \$75,000).
  - b. The Operator's Preferential Use Apron Area Number 1 of 25,076 square feet divided by the total Corporate Apron Area rentable space (25,076 square feet /91,000 square feet = 0.275).
  - c. Total Corporate Apron Area rental requirement times the Operator's percentage of rentable area (\$75,000 multiplied by 0.275 = \$20,625). The ground rental approach is that the rentable area of the Corporate Apron must generate revenue to provide ground rent of the non-rentable areas (aircraft maneuvering areas).
3. List of Exhibits is hereby amended as follows:  
  
Exhibit B – Preferential Use Leased Areas, Exhibit B-4 – Preferential use Leased Premises Number 3 – Area 2 Rotary Wing Aircraft Apron is deleted in its entirety.
  4. Exhibit B-4 Preferential Use Leased Premises Number 3 Area 2 is deleted in its entirety.
  5. All other terms and conditions of the Lease Agreement dated July 29, 2004, not

amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 5 to the Lease Agreement on the date first above written.

ATTEST:

THE CITY OF PENSACOLA, FLORIDA

\_\_\_\_\_  
Ericka Burnett, City Clerk

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

(City Seal)

Pensacola Aviation Center, LLC

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

(SEAL)

\_\_\_\_\_  
(Printed Member's Name)

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

\_\_\_\_\_  
(Printed Member's Name)

Legal in Form and Valid as Drawn:

\_\_\_\_\_  
City Attorney

Approved As To Substance:

\_\_\_\_\_  
Airport Director



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00416

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

APPOINTMENTS - FIRE PREVENTION BOARD OF APPEALS

**RECOMMENDATION:**

That City Council appoint two (2) individuals to the Fire Prevention Board of Appeals for a term of three (3) years, expiring August 31, 2023.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

This board was established by Council ordinance as a board of appeals to review grievances regarding the decisions of the Fire Marshal.

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

**Nominee**

Ian Barber  
Jeff Martin

**Nominated by**

Incumbent  
Incumbent

**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 - Ian Barber
- 3) Application of Interest - Jeff Martin
- 4) Ballot

**PRESENTATION:** No

## Fire Prevention Board of Appeals

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Barber, Ian	Member	Council	0	2020	8/31/2020	1/17/2019	3	
Flournoy-Jones, Alyce	Cert. Interior Designer	Council	0	2020	8/31/2022	1/17/2019	3	
Larson, Jay	building construction	Council	6	2020	8/31/2022	9/9/2004	3	
Lee, James	Insurance Agent	Council	9	2020	8/31/2021	8/23/1990	3	
Martin, Jeff	Security Equipment/Altern	Council	0	2020	8/31/2020	1/17/2019	3	
Ritz, Michael	Construction	Council	0	2020	8/31/2021	1/17/2019	3	
VACANT, VACANT	Alternate Member		0	2020	8/31/2020	8/14/2008	3	

Term Length: THREE YEAR TERMS

COMPOSED OF FIVE MEMBERS AND TWO ALTERNATE MEMBERS APPOINTED BY COUNCIL. MEMBERS SHALL HAVE EXPERTISE IN BUILDING CONSTRUCTION AND FIRE SAFETY STANDARDS. NO MORE THAN ONE OF SAID MEMBERS OR THEIR ALTERNATES SHALL BE ENGAGED IN THE SAME BUSINESS, PROFESSION, OR LINE OF ENDEAVOR. NO RESIDENCY REQUIREMENTS. (ORD. #40-90)

## Ericka Burnett

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**From:** noreply@civicplus.com  
**Sent:** Friday, July 24, 2020 1:07 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

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Name	Ian Barber
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Home Address	3579 Southwind Drive
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Business Address	3579 Southwind Drive
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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)	8505294073
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Email Address	<a href="mailto:IBARBER@THEAGENCYDELIVERS.com">IBARBER@THEAGENCYDELIVERS.com</a>
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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? *Field not completed.*

Do you own property within the City limits? No

Are you a registered voter in the city? No

Board(s) of interest: Fire prevention board of appeals

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

Do you currently serve on a board? Yes

If yes, which board(s)? Fire prevention 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.

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



## Ericka Burnett

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**From:** noreply@civicplus.com  
**Sent:** Thursday, July 30, 2020 9:51 AM  
**To:** Ericka Burnett; Robyn Tice  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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(Section Break)

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#### Personal Information

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Name	jeff martin
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Home Address	5245 old Berryhill r
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Business Address	671 Brent La. pensacola
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To which address do you prefer we send correspondence regarding this application?	Field not completed.
---	----------------------

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Preferred Contact Phone Number(s)	8504848882
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Email Address	<a href="mailto:jmartin@avsecurityinc.com">jmartin@avsecurityinc.com</a>
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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? Milton

Do you own property within the City limits? No

Are you a registered voter in the city? No

Board(s) of interest: Fire prevention

Please list the reasons for your interest in this position: I am involved with life safety

Do you currently serve on a board? Yes

If yes, which board(s)? Fire Prevention

Do you currently hold a public office? No

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

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

(Section Break)

Diversity

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

Gender Male

Race Caucasian

Physically Disabled No

(Section Break)

Acknowledgement of  
Terms

I accept these terms.

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

**Ballot – Fire Prevention Board of Appeals**

August 13, 2020

*Three year term expiring August 31, 2023*

***Member***

\_\_\_\_\_ Ian Barber

\_\_\_\_\_ Jeff Martin

**Vote for Two**

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00392

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

APPOINTMENT - AFFORDABLE HOUSING ADVISORY COMMITTEE

### **RECOMMENDATION:**

That City Council approve the appointment of Justin Williams, Escambia County appointee, as a member of the Affordable Housing Advisory Committee for the remainder of a three (3) year term, expiring September 30, 2021.

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

Mr. Williams was appointed to the Affordable Housing Advisory Committee (AHAC) by Escambia County filling a vacancy for the position as a citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.

The AHAC, established in 2015 pursuant to the State Housing Initiatives Partnership (SHIP) Act and the Escambia/Pensacola SHIP Interlocal Agreement, serves as an advisory committee that makes recommendations to City Council and the Board of County Commissioners regarding initiatives to encourage and facilitate affordable housing programs.

The Act and Interlocal Agreement require the City and County to jointly establish and appoint a committee of citizens who represent the membership composition required by the Act. In accordance with the Act, the membership of the committee shall consist of at least eight but not more than eleven members. The membership must consist of one representative from at least six of the following categories:

- (a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing;
- (b) A citizen who is actively engaged in banking or the mortgage banking industry in connection with affordable housing;
- (c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing;
- (d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing;

135

- (e) A citizen who is actively engaged as a for-profit provider of affordable housing;
- (f) A citizen who is actively engaged as a not-for-profit provider of affordable housing;
- (g) A citizen who is actively engaged as a real estate professional in connection with affordable housing;
- (h) A citizen who actively serves on the local planning agency, pursuant to s: 163.3174, Florida Statutes;
- (i) A citizen who resides within the jurisdiction of the local governing body making the appointments;
- (j) A citizen who represents employers within the jurisdiction; and
- (k) A citizen who represents essential services personnel as defined in the local housing assistance plan.

**PRIOR ACTION:**

September 13, 2018 - City Council approved Escambia County appointments to the committee, expiring September 30, 2021

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The City is required to establish an affordable housing advisory committee to be eligible to receive State Housing Initiative Partnership funds.

**CITY ATTORNEY REVIEW:** Yes

7/15/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator  
Marcie Whitaker, Housing Director

**ATTACHMENTS:**

- 1) Affordable Housing Advisory Committee Application Justin Williams

**PRESENTATION:** No

## AFFORDABLE HOUSING ADVISORY COMMITTEE

### Application for Appointment

This application form is for consideration by the Escambia County Board of County Commissioners for appointment to the Affordable Housing Advisory Committee.

Please return this application to: Escambia County Neighborhood & Human Services Department  
Neighborhood Enterprise Division  
Attention: Meredith Reeves  
221 Palafox Place, Suite 200  
Pensacola, FL 32502

The deadline for application submittal is JUNE 18, 2020.

**Important:** Please fill in all items requested completely. All information will be Public Record if appointed.

The committee is seeking to fill vacancies to the following categories as outlined in Florida Statutes. Please indicate your interest by checking below:

INTEREST	POSITION
<input type="checkbox"/>	One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing
<input checked="" type="checkbox"/>	One citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing
<input type="checkbox"/>	One citizen that represents essential personnel, which is defined as individuals permanently employed by a company or organization located within Escambia County, the City of Pensacola or the Town of Century as: *Local or State Law Enforcement; Fire, Rescue, & Emergency Services; Public Safety & Emergency Management *Teachers, Educators, and School District Personnel in the public, private, or university systems *Health Care professionals and support personnel *Tourism Industry professionals and employees *Judicial/Court System management and support personnel *Service Industry Personnel (including child care, hospitality, and food service)

#### PERSONAL DATA

Mr. Justin T. Williams  
 Salutation First Name Middle Initial Last Name  
 6537 White Oak Dr. Pensacola, FL 32503  
 Street Address City, State, Zip  
 N/A 850-291-0400 jtwells@gmail.com  
 Home Phone Cell Phone Email Address

Justin@gulfcostyachtgroup.com

EMPLOYMENT DATA

Gulf Coast Yacht Group  
 Name of Employer  
 400 Pensacola Beach Blvd. Pensacola Beach, FL 32561  
 Street Address City, State, Zip  
 850-898-2242 justin@gulfcostyachtgroupr.com  
 Work Phone Work Email Address

Which method do you prefer to be contacted? email + cell

If you have ever held any Professional or Occupational Licenses, Registrations, or Certifications, please provide the Title, Issue Date, and Issuing Authority:

TITLE	ISSUE DATE	ISSUING AUTHORITY
Real Estate Salesman	12-1-2014	Florida, NBPR
Yacht and Ship Employing Broker	5-13-2004	Florida, NBPR
U.S. Merchant Marine Officer Master	9-30-2019	USCG
Yacht Management + Consultants LLC owner		State of Florida

Have you, members of your immediate family, or businesses of which you or members of your immediate family been an owner, officer or employee, held any contractual or had any other dealing during the last three years with any Escambia County agency, including the Board to which you seek appointment?

Yes ☒

No ☐

If yes, please explain:

I do business with Section 8 Choice Voucher Program as a landlord.

Name any businesses, professional, civic or fraternal organizations of which you are a member, and the dates of your membership:

DATE	ORGANIZATION
Present	Pensacola Bay Game Fishing Club Board Member
2010 to Present	International Yacht Iske Association
Present	Realtor Association



Are you a resident of Escambia County? (Members MUST be a resident of Escambia County)

Yes ☒ No ☐

If yes, continuous resident since (year) Birth

Are you currently serving, or have you ever served, on a board or committee?

Yes ☐ No ☒

If yes, please state the name of the Board or Committee and the dates served:

**DATES SERVED**

**BOARD/COMMITTEE**

N/A

Does your field of employment (or last employment) or any volunteer activities in which you engage (or have engaged) involve work or experience in the following categories? (Check as many as apply.)

- ☐ Agriculture and/or land-ownership interest
- ☐ Banking
- ☐ Business/Industry
- ☒ Building, Development and/or Real Estate
- ☐ Civic Activism
- ☐ Community Design, Planning, and/or Engineering
- ☐ Education and Academia
- ☐ Engineering/Surveying
- ☐ Environmental and/or Conservation
- ☐ Land Use Law
- ☐ Neighborhood and/or Civic Associations
- ☐ Planning
- ☐ Recreation
- ☐ Rural Development
- ☐ Transportation
- ☐ Water Resources

Please state your experience, interest, or elements of your personal history that you think qualify you for appointment to this committee:

I'm a landlord managing Section 8 Choice Voucher housing. Since 2005.

Can you attend meetings if they are held (check all that apply):

☐ Mornings

☐ Afternoons

☐ Evenings

*Flexible*

Why do you want to serve on the Committee?

*To learn more about how funds are awarded ect.*

What do you hope to accomplish by serving on this Committee?

*Better understanding of Section 8 Choice Voucher Program.*

Attach Additional Sheets as Necessary

By submitting this form for consideration, I acknowledge the following: I understand the responsibilities associated with being a committee member, and I have adequate time to serve on the committee.

Applicant's Signature

Date



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00433

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

APPOINTMENT OF COUNCILWOMAN ANN HILL TO THE AFFORDABLE HOUSING ADVISORY COMMITTEE

**RECOMMENDATION:**

That City Council approve the appointment of Councilwoman Ann Hill to the Affordable Housing Advisory Committee.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The State legislature revised the requirements of the committee appointments in HB 1339, which requires that effective October 1, 2020, the Affordable Housing Advisory Committee must consist of one locally elected official from each county or municipality participating in the State Housing Initiatives Partnership (SHIP) Program. We administer the SHIP program jointly with Escambia County through the following interlocal agreement, Interlocal Agreement between Escambia County Board of County Commissioners and the City of Pensacola Relating to the State Housing Initiatives Partnership Program. Councilwoman Hill would be the locally elected official representing the City of Pensacola.

The AHAC, established in 2015 pursuant to the State Housing Initiatives Partnership (SHIP) Act and the Escambia/Pensacola SHIP Interlocal Agreement, serves as an advisory committee that makes recommendations to City Council and the Board of County Commissioners regarding initiatives to encourage and facilitate affordable housing programs.

The Act and Interlocal Agreement require the City and County to jointly establish and appoint a committee of citizens who represent the membership composition required by the Act. In accordance with the Act, the membership of the committee shall consist of at least eight but not more than eleven members. The membership must consist of one representative from at least six of the following categories:

- (a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing;
- (b) A citizen who is actively engaged in banking or the mortgage banking industry in connection with

with affordable housing;

(c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing;

(d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing;

(e) A citizen who is actively engaged as a for-profit provider of affordable housing;

(f) A citizen who is actively engaged as a not-for-profit provider of affordable housing;

(g) A citizen who is actively engaged as a real estate professional in connection with affordable housing;

(h) A citizen who actively serves on the local planning agency, pursuant to s: 163.3174, Florida Statutes;

(i) A citizen who resides within the jurisdiction of the local governing body making the appointments;

(j) A citizen who represents employers within the jurisdiction; and

(k) A citizen who represents essential services personnel as defined in the local housing assistance plan.

#### **PRIOR ACTION:**

September 13, 2018 - City Council approved Escambia County appointments to the committee, expiring September 30, 2021

#### **FUNDING:**

N/A

#### **FINANCIAL IMPACT:**

The City is required to establish an Affordable Housing Advisory Committee to be eligible to receive State Housing Initiative Partnership funds.

#### **STAFF CONTACT:**

Don Kraher, Council Executive  
Marcie Whitaker, Housing Director

#### **ATTACHMENTS:**

1) None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 20-00400

City Council

8/13/2020

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

UPDATED ESCAMBIA CONSORTIUM CITIZEN PARTICIPATION PLAN

### **RECOMMENDATION:**

That City Council approve the revised Escambia Consortium Citizen Participation Plan for U.S. Department of Housing and Urban Development (HUD) programs for purposes of incorporating updated language regarding the Affirmatively Furthering Fair Housing Rule, including provisions relative to waivers provided under the CARES Act, and making minor edits to align with federal regulations.

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

All jurisdictions receiving Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) are required to adopt a Citizen Participation Plan (CPP) which must include HUD's minimum requirement as stated in 24 CFR Part 91.105. The CPP was last updated in 2010 and requires revisions to include the Affirmatively Furthering Fair Housing Rule as well as newly offered waivers provided under the CARES Act. Minor revisions are being made to update contact information, removal of references to the Emergency Solutions Grant (ESG) program, and inclusion of items such as technical assistance as required by HUD guidance.

The goal of the CPP is to provide citizens an opportunity to participate in the development of the Consolidated Plan, Annual Action Plan, Analysis of Impediments to Fair Housing, and the development of strategies for the integration of activities under the CDBG and HOME Programs. The CPP ensures adequate opportunity for community wide participation in planning, developing, implementing, monitoring, and evaluating activities related to housing and community development undertaken through the Escambia Consortium. The Escambia Consortium consists of the City of Pensacola, Escambia County, Santa Rosa County, and the City of Milton.

### **PRIOR ACTION:**

August 16, 2010 - City Council approved amendments to the CPP

### **FUNDING:**

143

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

7/17/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

Marcie Whitaker, Housing Director

**ATTACHMENTS:**

- 1) Escambia Consortium Citizen Participation Plan Updated July 2020
- 2) Public Notice Escambia Consortium Citizen Participation Plan

**PRESENTATION:** No

**CITIZEN PARTICIPATION PLAN  
FOR THE  
ESCAMBIA CONSORTIUM**  
Related to Administration of Community Planning and  
Development Programs of the U.S. Department of  
Housing and Urban Development (HUD)

COMPRISED OF  
ESCAMBIA COUNTY, CITY OF PENSACOLA, SANTA ROSA COUNTY, AND THE CITY  
OF MILTON

Updated July 2020

## **CITIZEN PARTICIPATION PLAN FOR THE ESCAMBIA CONSORTIUM**

### **OVERALL GOAL**

The purpose of this Citizen Participation Plan (CPP) is to ensure an adequate opportunity for community wide participation in planning, development, implementation, monitoring and evaluation of activities related to the housing and community development activities undertaken through the Escambia Consortium, and/or individually by the jurisdictions comprised of the Consortium. The primary focus of this Plan is upon the development of the Consolidated Plan for the Escambia Consortium and the development of strategies for the integration of activities under the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG), HOME Investment Partnerships Program (HOME), Emergency Solutions Grant Program (ESG), and related programs administered by HUD from time to time as deemed essential to the Consortium's Plans and initiatives. The jurisdictions comprising the Consortium currently include: Escambia County, the City of Pensacola, Santa Rosa County, and the City of Milton, including its incorporated municipalities.

### **ADMINISTRATIVE RESPONSIBILITIES AND CONTACT INFORMATION**

Escambia County as an Urban County, and the City of Pensacola as a Metropolitan City, are HUD entitlement communities, each receiving their own allocation of CDBG funding directly from HUD. Escambia County, the City of Pensacola, Santa Rosa County, and the City of Milton have elected to form the Escambia Consortium to jointly receive an allocation of HOME funds, with Escambia County serving as the lead jurisdiction for the HOME Consortium.

#### **Contact Information:**

Escambia County CDBG Program/HOME Consortium  
Meredith Reeves, Division Manager  
Neighborhood Enterprise Division  
221 Palafox Place, Suite 200  
Pensacola, FL 32502  
850-595-4968  
[mareeves@myescambia.com](mailto:mareeves@myescambia.com)

City of Pensacola CDBG Program  
Marcie Whitaker, Housing Administrator  
Department of Housing  
P.O. Box 12910  
Pensacola, FL 32521  
850-858-0350  
[mwhitaker@cityofpensacola.com](mailto:mwhitaker@cityofpensacola.com)



## **OBJECTIVES**

1. To increase interchange of information between Housing and Community Development staff and the local citizenry concerning housing, community development and related needs or concerns.
2. To heighten public awareness as to the purpose and function of the HUD programs available locally, including CDBG, HOME and other types of assistance available, especially among low/moderate income residents of areas targeted for assistance.
3. To increase community participation in data collection/needs assessment, planning, program design, project/activity implementation, substantial amendment, and performance evaluation/reporting issues associated with these programs, and thereby create local support for and understanding of the CDBG, HOME, and other HUD programs, their respective goals and objectives, and their importance to the community.
4. To allow affected or potentially affected citizens, agencies and/or organizations to directly assist in shaping and guiding the impacts of these programs upon their neighborhood as well as the Consortium-wide community.

## **DEFINITIONS:**

For purposes of the CDBG and HOME programs, the following definitions will apply:

**Community Development Block Grant (CDBG):** A grant program administered by the U.S. Department of Housing and Urban Development (HUD). This grant allots money to cities and counties for housing rehabilitation, affordable housing assistance, community services, and community development activities (including community facilities and economic development).

**HOME Investment Partnerships Program (HOME):** A grant program administered by HUD and is allocated to cities and counties for affordable housing development. Eligible activities include housing development and rehabilitation and homebuyer assistance. The City of Pensacola, Santa Rosa County, and the City of Milton are eligible for funds through membership with Escambia County in the HOME Consortium.

**Emergency Solutions Grant Program (ESG):** A grant program administered by HUD, which is allocated to cities and counties for the purpose of street outreach, emergency shelter, homelessness prevention, rapid re-housing and Homeless Management Information System (HMIS) for the benefit of individuals or families that are homeless or at risk of homelessness.

**Annual Action Plan:** An Annual Action Plan is prepared during each year of the 5 year Consolidated Plan and specifies the amount of funding the Consortium members anticipate receiving from HUD and describes the activities to be undertaken with those funds to address needs and priorities outlined in the Consolidated Plan.

**Assessment of Fair Housing (AFH):** Assessment required by HUD under the Affirmatively Furthering Fair Housing (AFFH) rule. The AFH is an analysis of fair housing data, issues, and contributing factors in a local government jurisdiction and/or region and identification of fair housing goals and priorities for the jurisdiction and/or region. Local governments will strive to include local public housing agencies in the preparation of the AFH.

**Consolidated Plan:** The Consolidated Plan is a five-year planning document for the CDBG, HOME programs as required by 24 CFR Part 91. The Consolidated Plan must contain a housing and community development needs assessment, a five-year strategic plan to address the needs identified, and a one-year annual action plan to identify specific activities and planned use of CDBG, HOME, and ESG funds.

**Consolidated Annual Performance Evaluation Report (CAPER):** The CAPER is an annual report summarizing the progress in implementing the Consolidated Plan.

**Median Family Income (MFI):** HUD surveys major metropolitan areas annually to develop an index of median family income by household size.

**Low- and Moderate-Income Households:** Pursuant to HUD regulations, the primary beneficiaries of the CDBG and HOME program should be low- and moderate-income households, defined by HUD as follows:

Extremely Low-Income:	0-30% County Median family income (MFI) adjusted for household size.
Low-Income:	31-50% County MFI adjusted for household size.
Moderate-Income:	51 - 80% County MFI adjusted for household size.

**Low- and Moderate-Income Neighborhood:** Generally defined as a census tract(s) or block group(s) in which a minimum of fifty-one percent (51%) of the residents have an income not exceeding eighty percent (80%) of the area median family income.

**Slum and Blighted Area:** An area that meets the definition of a slum, blighted, deteriorated or deteriorating area under State or local law, typically identified as Redevelopment Project Areas, or where a substantial number of deteriorating or dilapidated buildings or improvements are present throughout the area.

**Publicly Assisted Housing Developments:** Housing projects (either rental or ownership housing) developed with the assistance of public funds such as HOME, CDBG, and redevelopment set-aside funds.

**Program Year:** The Program Year utilized by the Consortium is October 1 through September 30.

## **PUBLIC HEARINGS, NOTICES AND MEETING REQUIREMENTS**

The public notice and public hearing requirements stipulated below are based upon the Consolidated Plan regulations provided in the governing Federal Regulations found at 24 CFR Part 91. All advertised meetings and hearings shall be open to the public. Every effort will be made to minimally comply with or exceed these requirements with respect to preparation of the Consortium's Consolidated Plan and related activities.

### **Five Year Consolidated Plan and/or Annual Plan Planning Process**

A public notice will be published, and a minimum of one public meeting will be held during the formative stage of the Consolidated Plan development process. Every effort will be made to hold one public meeting in Escambia County and one in Santa Rosa County. The purpose of the notice and hearing will be to encourage citizens and interested parties to provide their verbal and/or written views on: 1) housing and community development needs, including priority non-housing community development needs; and/or 2) recommendations concerning potential activities or projects to aid in addressing their concerns.

### **PROPOSED Consolidated Plan and/or Annual Action Plan**

Based upon prior input, appropriate staff will prepare a Proposed Draft of the Escambia Consortium Consolidated Plan and/or Annual Action Plan. A summary of the PROPOSED Plan(s) will be advertised in the non-legal section of the local newspaper having the major circulation in the Consortium, and the notice will advise of:

- a. Specific locations where complete copies of the DRAFT Plan can be reviewed. Locations shall include, but not be limited to: The Escambia County Neighborhood Enterprise Division Office; City of Pensacola Housing Office; and County and City websites.
- b. Impending public hearing(s) to receive verbal and written comments from the public, as well as a minimum 30-day period for public review and comment concerning the PROPOSED Plan. The 30-day comment period shall fully expire prior to the adoption of the Consolidated Plan by Escambia County, the lead participating jurisdiction.
- c. The amount of assistance the Consortium expects to receive from the CDBG, HOME and other HUD programs (including grant funds and estimated program income) and the range of activities that may be undertaken.

### **FINAL Consolidated Plan and/or Annual Action Plan**

Notice of the availability of the FINAL Plan document will be provided through a non-legal advertisement in the local newspaper having the major circulation within the Consortium. The Final Plan notice will also incorporate:

- a. Notice of the Consortium members jurisdiction's plans to minimize displacement of persons and to assist any persons displaced in accordance with each jurisdiction's

locally adopted Anti-Displacement and Local Relocation Policies or Plans. The notice shall also advise of the availability of such Policies and Plans to the public.

- b. State the estimated amount of HUD CDBG, HOME and other HUD funds which will benefit persons of low and moderate income. (NOTE: This may be included in both the DRAFT and FINAL Plan notices as warranted.)
- c. Notice of the availability of an Escambia Consortium Citizen Participation Plan and, as warranted, provision for review and comment concerning the original Citizen Participation Plan or any substantial amendments to the Plan.

### **Amendments to Consolidated Plan and/or Annual Action Plan**

A Substantial amendment to the Consolidated or Annual Action Plan will be considered under the following conditions:

- 1. The addition or deletion of a program activity differing from ones originally described in the Consolidated Plan or Annual Action Plan.
- 2. A change in the purpose, scope, location, or beneficiaries of activities cited in the Consolidated Plan or Annual Plan.
- 3. Budget changes for any individual activity is increased or decreased by an amount in excess of twenty-five percent (25%) of the originally approved activity line item for each respective program year.

Upon reaching the thresholds identified, a non-legal advertisement will be placed in the local newspaper with the greatest Consortium-wide circulation that identifies the purpose of the amendment, the projects or activities affected and the amount of funds involved. The notice will provide for a minimum 30-day public review and comment period prior to implementation of the amended activities or projects.

### **Consolidated Annual Performance Evaluation Report (CAPER)**

Adequate opportunity for public review and comment on the Consortium's annual Consolidated Annual Performance Evaluation Report (CAPER) or other alternate reporting format as prescribed by HUD will be provided through public notification of the availability of the report by placing a non-legal advertisement in the local newspaper with the greatest Consortium-wide circulation. The notice will provide for a minimum 15-day public review and comment period prior to submission of the performance report to HUD.

### **Assessment of Fair Housing (AFH) Plan**

The purpose of the AFH Plan is to meet requirements established by HUD under the Affirmatively Further Fair Housing Rule (24 CFR § 5.158). Community participation, consultation, and coordination are required under this plan. HUD has strongly encouraged regional participation and cooperation from recipients of HUD funding in the preparation of this plan. Consortium members will make outreach to include public housing agencies (PHAs) such as the Area Housing Commission, Milton Housing Authority, and the Pensacola Housing Department.

A minimum of two public meetings will be held to receive input on fair housing issues and contributing factors during the development of the AFH Plan. Outreach will include but is not limited to the following: public notice advertisement in the local newspaper, publication on County and City websites, and direct outreach to PHAs and consulting agencies such as the Escambia Human Relations Commission and local legal aid agencies. Additionally, a public hearing will be held before the proposed AFH is published for comment.

The draft AFH Plan will be made available on County and City websites and will provide a minimum of 30 calendar days to allow the public to review and make comments. A public notice will be advertised in the local newspaper advising of the availability of the draft AFH Plan. All comments received in writing or orally at public hearings or during the comment period will be considered in the formulation of the plan and a summary of those comments will be included within the final Plan document for final approval by Consortium members.

### **Citizen Participation Plan**

This Citizen Participation Plan (CPP) sets forth the Consortium's policies and procedures for citizen engagement in the development of the Consolidated Plan, Annual Action Plan, Amendments, the CAPER, and AFH Plan.

### **PUBLIC HEARINGS/NOTIFICATIONS:**

All public hearings and opportunities for public input/comment will minimally be announced in the non-legal section of the *Pensacola News Journal*, the newspaper with major Consortium-wide circulation, as a display retail advertisement a minimum of five (5) days prior to the scheduled public hearing. Within the confines of program schedules and deadlines, every effort will be made to advertise ten (10) days in advance of all public input/data collection public hearings. Notice of public hearings will be advertised at least once during the applicable period. Copies will be made available on the County and City websites.

Hearings will be held at times and locations convenient to potential or actual beneficiaries and will be held in accessible locations to accommodate persons with special needs or disabilities. To ensure accessibility, hearings will be held at one or more of the following locations: Pensacola City Hall, Committee Meeting Room, 222 West Main Street, Pensacola, Florida; Escambia County Courthouse, Board of County Commissioners Meeting Room, 223 South Palafox Place, Pensacola, Florida; Santa Rosa County Public Services Media Room, 6591 Old Bagdad Highway, Milton, Florida; City of Pensacola Housing Office, 420 W. Chase Street, Pensacola, Florida; and/or in designated accessible community facilities within target areas or the local community. Comments and views of citizens received in writing or orally during the above referenced public hearings shall be considered in the report and/or supplementary documents related thereto, and a summary incorporated as an attachment to the final Consolidated Plan, the final Annual Action Plan, Substantial Amendments, AFH Plan, or the CAPER.

### **CITIZEN PARTICIPATION IN RELATION TO DISASTERS OR EMERGENCY EVENTS**

In compliance with HUD Memos dated March 31, 2020 and April 9, 2020, the Consortium will make the following allowances for disaster response and emergency preparedness, especially in relation to infectious disease events such as COVID-19. These allowances include the following:

- Virtual hearings may be considered as an allowed method for citizen participation when necessary for public health reasons;
- Consolidated and Annual Plan Amendments will be available for not less than a 5 day public review and comment period in lieu of the usual 30 day period.

These allowances do not change current citizen participation policies but permit expedited action in relation to disasters or emergency events.

### **RESPONSE TO PROGRAM INQUIRIES**

Written responses to written program inquiries, comments or suggestions will be provided by the responsible administrative office within fifteen (15) working days, where practicable, after receipt of the written communication. Such inquiries and responses shall be retained in the official records of the applicable administrative office.

### **APPLICABILITY OF THE CONSORTIUM CITIZEN PARTICIPATION PLAN**

The requirements of this Plan shall pertain to the collective actions of the members of the Escambia Consortium with respect to the Consolidated Plan, the Annual Action Plan, Substantial Amendments to the Plan, AFH Plan, and/or the Consortium Performance Report(s), and shall be considered the minimum threshold for such actions. As this Consortium Plan incorporates the activities of an Urban County (Escambia) and an entitlement City (Pensacola), the citizen participation process undertaken by the Consortium and/or through individual actions of the CDBG entitlement jurisdictions will provide for citizen participation addressing the proposed activities within each CDBG entitlement community. Nothing in this document shall prohibit member jurisdictions from exceeding the requirements cited herein by developing a separate Citizen Participation Plan addressing each individual local government's planned public participation activities.

### **ACCESS TO PUBLIC INFORMATION**

All program information will be available for inspection by interested citizens, public agencies, and other interested parties including, at a minimum: PROPOSED and FINAL Consolidated and Annual Action Plans (including the planned use of HUD CDBG, HOME, and ESG funds); CDBG, HOME, and ESG program regulations; local CDBG, HOME and ESG program guidelines and operating procedures; Substantial Amendments to the Consolidated Plan or Annual Action Plan; CAPER; AFH Plan; reports concerning the use of CDBG, HOME and ESG funds by the Consortium's member jurisdictions over the past five years; and this Citizen Participation Plan.

These documents will be available during normal working hours (Monday through Friday, from 8:00 a.m. to 4:30 p.m.) at: Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, Florida; Pensacola Housing Department, 420 West Chase Street, Pensacola, Florida; Santa Rosa County Housing Department, 6051 Old Bagdad Highway, Suite 201, Milton, Florida. This information will be available at no charge. The full text of the adopted Consolidated Plan, Annual Action Plan, AFH Plan, and CAPER will also be made available online at the Escambia County website.

In addition, specific information dissemination will be undertaken to inform and encourage participation by low-and moderate income persons residing in areas where CDBG funds are proposed to be used by residents of predominately low and moderate-income neighborhoods, as defined by the jurisdiction. Activities might include neighborhood meetings at community centers, churches or other convenient locations; community outreach by Housing and Community Development Staff; regular meetings with community-based advisory groups or committees; limited technical assistance and referrals regarding development of proposals for assistance provided through HUD; and availability of written (flyer type) information concerning the various programs. These activities provide excellent opportunities for interaction in a neutral setting between staff and those residents served by the program, whereby citizens' views and recommendations are strongly encouraged.

### **TECHNICAL ASSISTANCE**

The Escambia Consortium is committed to providing technical assistance to individuals and organizations representing low/moderate income persons developing proposals for funding assistance under any of the programs or plans covered by the Consolidated Plan. Consortium Staff will provide technical assistance, to the greatest extent feasible to all applicants or potential applicants and citizens. Technical assistance does not guarantee receipt of funds.

Requests for technical assistance shall be made in writing specifying the nature of the technical assistance requested and specifying the organization requesting assistance.

### **NON-ENGLISH SPEAKING PERSONS**

The Consortium has a significantly smaller Spanish-speaking population than the State of Florida as a whole. Operational experience in the various programs operated within the Consortium has proven that the number of families speaking Spanish or other foreign languages is not significant. However, arrangements will be made for the interpreters or translation of documents on an "as requested" basis. A minimum 72 hour period will be required in order to arrange such services upon request.

### **MEETING ACCESS TO PERSONS WITH DISABILITIES**

To encourage the participation of persons with disabilities, all locations for public hearings and meetings shall be handicapped accessible. Such locations shall have ample parking and/or designated handicapped parking areas, appropriate access corridors, ramps, adequate width hallways and door openings, and shall be elevator equipped if said meetings are held above the first floor level. Notices of public hearings and meetings shall state that special assistance and arrangements will be made for interested parties upon reasonable request. In accordance with the Americans with Disabilities Act (ADA), any person needing accommodations to attend or participate, pursuant to the ADA, should contact (850) 595-4947 at least 72 hours in advance of the event in order to allow time to provide the necessary services. The Center for Independent Living of Northwest Florida is utilized as a local contact to determine workable alternatives for the disabled with respect to access issues.

Request of materials in an alternate format may be directed to the Consortium member holding the meeting.

### **COMPLAINT AND GRIEVANCE PROCESS**

Citizens, administering agencies, and other interested parties may submit complaints and grievances concerning the Consolidated Plan, Annual Plan, Substantial Amendments to the Plan or Substantial Changes to the Planned Use of Funds, or Performance Report(s). Complaints should be in writing, specific to the subject matter, and include facts to support allegations. Written complaints should be addressed to the Administrative Contacts noted within this plan.

The response period should not exceed fifteen working (15) days from the date of receipt of the inquiry by the appropriate local Administrative Office and will be provided in writing. Any responses to HOME related complaints within the City of Pensacola or Santa Rosa County's jurisdictions should be copied to Escambia County as the lead jurisdiction. If this fails to resolve the complaint or related issues, an appeal may be made to Escambia County for the HOME program or HUD for the CDBG program.

It is the policy of HUD; the Escambia County Board of County Commissioners and the Neighborhood Enterprise Division; the City of Pensacola and the Pensacola Housing Department; and Santa Rosa County and Santa Rosa County Housing Department, to provide a means by which persons may file complaints of discrimination in housing and/or HUD assisted contracts. Therefore, it is the policy of these entities to enforce nondiscrimination practices in program policy, procedure or performance. The initial effort to resolve such complaints shall be the responsibility of the respective local Administrative Office.



**PUBLIC NOTICE**  
**ESCAMBIA CONSORTIUM CITIZEN PARTICIPATION PLAN**

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and the City of Milton, Florida announce the availability of an updated Citizen Participation Plan (CPP) for public review and comment by interested Citizens. Copies of the updated CPP are available on the Escambia County website at: <https://myescambia.com/our-services/neighborhood-human-services/neighborhood-enterprise> or the City of Pensacola website at <https://www.cityofpensacola.com/housing> .

The CPP is being revised to incorporate updated language regarding the Affirmatively Furthering Fair Housing Rule, to include provisions relative to waivers provided by HUD under the CARES Act related to citizen participation in disaster and emergency events, and to make minor edits to align the CPP with 24 CFR 91.105.

The revised CPP will be considered by the Escambia County Board of County Commissioners at the July 16, 2020 (initial) and August 20, 2020 (final) meetings, the City of Pensacola City Council at the August 13, 2020 meeting, the Santa Rosa County Board of County Commissioners at the August 13, 2020 meeting, and the Milton City Council at the August 13, 2020 meeting.

Comments related to the updated CPP may be submitted to: Escambia Consortium, 221 Palafox Place, Suite 200, Pensacola, Florida 32523 or via [NED@myescambia.com](mailto:NED@myescambia.com) and will be accepted July 24, 2020. For further information, contact Meredith Reeves at 595-4968 (Escambia County), Marcie Whitaker at 858-0323 (City of Pensacola), or Erin Malbeck at 981-7091 (Santa Rosa County).

Steven Barry, Chair  
Escambia County  
Board of County Commissioners

Grover C. Robinson, IV  
Mayor  
City of Pensacola

W.D. "Don" Salter, Chair  
Santa Rosa County  
Board of County Commissioners

Heather Lindsay  
Mayor  
City of Milton

**(Public Notice Published in Pensacola New Journal on July 16, 2020)**



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00402

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

ACQUISITION OF OKALOOSA GAS DISTRICT CUSTOMERS AND ASSETS IN ESCAMBIA COUNTY

**RECOMMENDATION:**

That City Council approve the Asset Purchase Agreement to acquire customers, pipeline and appurtenances located in Escambia County from Okaloosa Gas District for a total sum of \$427,748. Further, that Council authorize the Mayor to execute the closing documents and take all actions necessary to complete the customer transition to Pensacola Energy.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In May 2013, Pensacola Energy (PE) was granted a revised exclusive Franchise Agreement to construct, operate and maintain facilities to serve customers in Escambia County excluding the areas of Pensacola Beach, the Town of Century, and existing Okaloosa Gas District (OGD) customers in the unincorporated area of the County. OGD has a transmission pipeline that runs from a delivery point in Alabama through Escambia County to their service area in Santa Rosa, Okaloosa and Walton Counties. Before PE expanded to the north end of the county, OGD began serving customers off its transmission line. Once the exclusive franchise was granted to PE, OGD was not allowed to expand or solicit customers without PE's consent. Because of these limitations, OGD and PE entered into negotiations for the sale of certain OGD assets and associated customers to PE.

The transaction includes approximately 175 customers and 9.1 miles of pipeline. Conversion of service from OGD to PE is expected to take approximately 6 months following the closing. Affected customers will remain on introductory rates that mirror OGD's rates for a period of two years, then transition to PE's rates.

RBC Resources, LLC, a consultant with expertise in natural gas utility valuation and sales, assisted with negotiations, determination of fair market value, and preparation of a due diligence plan confirming asset condition, maps, records, warranties, Bill of Sale and other legal documents.

**PRIOR ACTION:**

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None.

**FUNDING:**

Budget: \$ 427,748

Actual: \$ 427,748

**FINANCIAL IMPACT:**

The estimated annual gross revenue to the City is \$67,600.00, which produces a simple payback of under 7 years. Sufficient funding is available within the Pensacola Energy Operating Expense accounts for this purchase.

**CITY ATTORNEY REVIEW:** Yes

7/20/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator

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

Don J. Suarez, Pensacola Energy Director

**ATTACHMENTS:**

- 1) Asset Purchase Agreement
- 2) RBC Resources Acquisition Report

**PRESENTATION:** No

**ASSET PURCHASE AGREEMENT**

**BY AND BETWEEN**

**CITY OF PENSACOLA  
D/B/A/ PENSACOLA ENERGY**

**AND**

**OKALOOSA GAS DISTRICT**

**DATED AS OF**

\_\_\_\_\_, 2020

## **ASSET PURCHASE AGREEMENT**

This ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of \_\_\_\_\_, 2020 (the “Closing Date”), is entered into by and between the **CITY OF PENSACOLA**, doing business as **PENSACOLA ENERGY** (“Buyer”), and **OKALOOSA GAS DISTRICT**, an independent special district of the State of Florida (“Seller”). Buyer and Seller are sometimes each referred to in this Agreement individually as a “Party,” and together as the “Parties”.

### **RECITALS:**

A. Seller is an independent special district of the State of Florida that provides natural gas service to customers in Escambia, Santa Rosa, Okaloosa, and Walton counties (the “Business”).

B. Buyer desires to purchase certain of the assets of the Seller that are used in the operation of the Business in Escambia County, Florida (the “Escambia County Business”), and Seller desires to sell certain of the assets of the Escambia County Business to Buyer, upon the terms and subject to the conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the representations, warranties, covenants, agreements, terms and conditions set forth in this Agreement, the receipt and adequacy of which consideration is hereby conclusively acknowledged, the Parties intending to be legally bound, hereby agree as follows:

### **ARTICLE 1 DEFINITIONS**

The following capitalized terms have the meanings specified or referred to in this ARTICLE 1:

“Accounts Receivable” means all trade receivables, accounts receivable, accrued receivables and notes receivable of Seller and other monies receivable or collected from collection efforts of Seller.

“Acquired Assets” has the meaning set forth in Section 2.01 of this Agreement.

“Action” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the preamble to this Agreement.

“Assumed Liabilities” has the meaning set forth in Section 2.03 of this Agreement.

“Attorney’s Fees and Expenses” means any and all reasonable attorney’s and paralegal’s fees and expenses, including investigative fees, administrative costs, court costs and all expenses, even if not taxable as court costs (including all such expenses, fees, Taxes and costs incident or related to arbitration, appellate, bankruptcy and post-judgment proceedings), and all other reasonable charges billed by the attorney to the party in question (including any fees and costs associated with collecting such amounts).

“Bill of Sale and Assignment and Assumption Agreement” has the meaning set forth in Section 3.02(a)(i) of this Agreement.

“Books and Records” has the meaning set forth in Section 2.01(g) of this Agreement.

“Escambia County Business” has the meaning set forth in the recitals to this Agreement.

“Business Day” means any day except Saturday, Sunday or any other day on which commercial banks located in Pensacola, Florida, are authorized or required by Law to be closed for business.

“Buyer” has the meaning set forth in the preamble to this Agreement.

“Buyer Indemnified Parties” has the meaning set forth in Section 7.03 of this Agreement.

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.

“Closing” has the meaning set forth in Section 3.01 of this Agreement.

“Closing Date” has the meaning set forth in the preamble to this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contracts” means all contracts, leases, subleases, deeds, bonds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures, sales and purchase orders and all other agreements, commitments and legally binding arrangements, whether written or oral.

“Customer Information” means any and all sales and marketing information relating in any way to any present, former or prospective customer of Seller or any Affiliate of Seller (including such Persons as have subscribed for or been sent or given any marketing or sales literature by or on behalf of Seller or any Affiliate of Seller), including respective mailing addresses, telephone numbers and email addresses, credit histories and order histories.

“Discharge” means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate, as any of such terms may further be defined in any Environmental Laws, into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

“Dollars” or “\$” means the lawful currency of the United States.

“Electronic Delivery” has the meaning set forth in Section 8.13 of this Agreement.

“Encumbrance” means any charge, claim, community property interest, pledge, judgment, mortgage, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“Environmental Claim” means any Action, Governmental Order, lien, fine, penalty or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a) the presence, Discharge of or exposure to any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

“Environmental Law” means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety or the environment (including ambient air, soil, surface water or groundwater or subsurface strata); or (b) concerning the presence of, exposure to or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, Discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term “Environmental Law” includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

“Environmental Notice” means any written directive or notice of violation or infraction respecting any Environmental Claim relating to actual or alleged violation of any Environmental Law or any term or condition of any Environmental Permit.

“Environmental Permit” means any Permit, letter, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

“Excluded Assets” has the meaning set forth in Section 2.02 of this Agreement and includes any of Seller’s transmission and high-pressure pipeline facilities, Right of Way or easements, real property or permits associated with the excluded facilities.

“Excluded Liabilities” has the meaning set forth in Section 2.04 of this Agreement.

“Governmental Authority” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Hazardous Materials” means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral, or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, and polychlorinated biphenyls.

“Knowledge of Seller” or the “Seller’s Knowledge” or any other similar knowledge qualification, means the actual or constructive knowledge of any director or officer of Seller or of any Affiliate of Seller, after due inquiry.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, judgment, decree, other requirement or rule of law of any Governmental Authority, and common law.

“Liabilities” means liabilities, obligations, or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, liquidated or unliquidated, due or to become due, determined or determinable, or otherwise.

“Losses” means any and all losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including Attorney’s Fees and Expenses, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers; provided, that “Losses” shall not include any punitive damages, except to the extent actually awarded to a Governmental Authority or other third party.

“Material Adverse Effect” means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the value of the Acquired Assets, or (b) the ability of Seller to consummate the Transactions on a timely basis; provided, however, that “Material Adverse Effect” shall not include any event, occurrence, fact, condition, or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Escambia County Business operates; (iii) any changes in financial or securities markets in general; (iv) acts of war (whether or not declared), armed hostilities or terrorism or the escalation or worsening thereof; (v) any action required or permitted by this Agreement, except pursuant to Section 4.03 of this Agreement; (vi) any changes in applicable Laws or accounting rules; or (vii) the public announcement, pendency, or completion of the Transactions; provided further, however, that any event, occurrence, fact, condition or change referred to in clauses (i) through (iv)



immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred or could reasonably be expected to occur to the extent that such event, occurrence, fact, condition or change has a disproportionate effect on the Escambia County Business compared to other participants in the industries in which the Escambia County Business operates. It shall not be a pre-requisite to the determination of any Material Adverse Effect that any event, occurrence, fact, condition, or change adversely affect a Party's long-term earnings power or potential in a durationally significant manner, it being understood and agreed that a short-term adverse effect may constitute a Material Adverse Effect.

"Ordinary Course of Business" means an action taken by a Person if that action: (a) is consistent in nature, scope and magnitude with the past practices of such Person and is taken in the ordinary course of the normal, day-to-day operations of such Person; (b) does not require authorization by the board of directors or shareholders of such Person (or by any Person or group of Persons exercising similar authority) and does not require any other separate or special authorization of any nature; and (c) is not contrary to generally accepted industry practices.

"Party" and "Parties" have the respective meanings set forth in the preamble to this Agreement.

"Permits" means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"Purchase Price" has the meaning set forth in Section 2.06 of this Agreement.

"Representative" means, with respect to any Person, any and all directors, officers, managers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Required Consents" has the meaning set forth in Section 3.02(a)(v) of this Agreement.

"Restricted Business" means the business of providing natural gas distribution and related services to residential and commercial customers.

"Restricted Period" has the meaning set forth in Section 6.01(a) of this Agreement.

"Seller" has the meaning set forth in the preamble to this Agreement.

"Seller Indemnified Parties" has the meaning set forth in Section 7.04 of this Agreement.

"Tangible Personal Property" has the meaning set forth in Section 2.01(b) of this Agreement.

"Taxes" means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or

other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“Tax Return” means any return, declaration, report, claim for refund, information return or statement or other document required to be filed with respect to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Territory” means Escambia County, Florida.

“Transaction Documents” means, collectively, this Agreement, the Bill of Sale and Assignment and Assumption Agreement, and all other agreements, certificates, instruments, and other documents to be executed or delivered in connection with the Transactions.

“Transactions” means the transactions contemplated by this Agreement and the Transaction Documents.

Definitions for the other defined terms used in this Agreement are set forth in this Agreement.

## **ARTICLE 2**

### **PURCHASE AND SALE**

2.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth in this Agreement and in reliance upon the representations, warranties, and covenants of Seller set forth in this Agreement, at the Closing, Buyer shall purchase from Seller, and Seller shall sell, assign, transfer, convey, and deliver, or cause to be sold, assigned, transferred, conveyed, and delivered, free and clear of all Encumbrances, to Buyer at Closing all of Seller’s and Seller’s Affiliates’ right, title, and interest in, to, and under the following (the “Acquired Assets”):

(a) All customer accounts of Seller located in Escambia County, Florida, which are set forth in Section 2.01(a) of the Disclosure Schedules (“Customer Accounts”);

(b) All equipment, supplies, fixtures, replacement or repair and maintenance parts, and other tangible personal property used in the Escambia County Business (collectively, the “Tangible Personal Property”), which Tangible Personal Property is forth in Schedule 2.01(b) of the Disclosure Schedules;

(c) All transferable Permits, including Environmental Permits, if any, which are held by Seller and are required for the ownership and use of the Acquired Assets, including, without limitation, those listed in Section 4.10(b) of the Disclosure Schedules;

(d) All rights to any Actions of any nature available to or being pursued by Seller to the extent related to the Acquired Assets, whether arising by way of counterclaim or otherwise, including unliquidated rights under manufacturers’ and vendors’ warranties;

(e) All of Seller’s rights under warranties, indemnities, and all similar rights against third parties to the extent related to any Acquired Assets;

(f) All insurance benefits, if any, including rights and proceeds, relating to the Acquired Assets;

(g) All data, books, records, files, and papers, whether in hard copy or computer format, used by Seller or held by Seller for use in connection with the Acquired Assets, including all correspondence with any Governmental Authority, accounting and contract records, manuals and data, sales and purchase correspondence, studies and reports, service and warranty records, , lists of present and former customers, Customer Information, and all information relating to Taxes imposed on or with respect to the Acquired Assets ("Books and Records"); and

(h) All goodwill associated with the Acquired Assets, together with the right to represent to third parties that Buyer is the successor to the Escambia County Business.

2.02 Excluded Assets. Buyer expressly understands and agrees that the assets of Seller that are not owned, held, or used in the conduct of the Escambia County Business and not described in Section 2.01 (collectively, the "Excluded Assets") shall be excluded from the Acquired Assets. Without limiting the generality of the preceding sentence, Buyer specifically understands and agrees that the Accounts Receivable of Seller that are outstanding with respect to the Customer Accounts as of the Closing Date are Excluded Assets.

2.03 Assumed Liabilities. Subject to the terms and conditions set forth in this Agreement, Buyer shall assume and agree to pay, perform, and discharge only the Liabilities of Seller that are set forth in Section 2.03 of the Disclosure Schedules (the "Assumed Liabilities"), and no other Liabilities:

2.04 Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement or any other writing, Buyer is not assuming any Liability of Seller or any Affiliate of Seller (or any predecessor owner of all or part of either of its businesses or assets) or the Escambia County Business of whatever nature, whether presently in existence or arising or asserted hereafter, including any debt owed to any party, and all such Liabilities shall be retained by and remain Liabilities of Seller, as applicable, or its Affiliates (all Liabilities of Seller, including all Liabilities of any Affiliate of Seller, not set forth in Section 2.03 of this Agreement are referred to as the "Excluded Liabilities").

2.05 Assignment of Contracts and Rights.

(a) Contracts. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any Contract of Seller or any Action or right or any benefit arising thereunder or resulting therefrom.

(b) Permits. In the event that any Permit (including any Permit required pursuant to any Environmental Law) is not transferred or transferable from Seller to Buyer effective immediately as of the Closing, then Seller shall, at Buyer's reasonable cost and expense, maintain such Permit for Buyer's benefit until the first to occur of the following: (i) such Permit is transferred to Buyer or (ii) Buyer obtains an equivalent Permit in the name of Buyer. Seller's obligation, pursuant this Section 2.05(b) to maintain each such Permit following Closing and Buyer's obligation, pursuant to this Section 2.05(b), to cover the reasonable cost and expense of maintaining each such Permit following Closing, shall terminate, with

respect to each such Permit, immediately upon the first to occur of the following: (x) such Permit being so transferred to Buyer or (y) Buyer so acquiring an equivalent Permit in the name of Buyer.

(c) Seller Payment of Monies. Seller will promptly pay to Buyer, when received, all monies received by Seller under or related to any Acquired Asset or any Action or right or any benefit arising thereunder.

2.06 Purchase Price. The aggregate purchase price for the Acquired Assets shall be **Four Hundred Twenty-Seven Thousand Seven Hundred Forty-Eight Dollars (\$427,748.00)** (the “Purchase Price”), plus the assumption of the Assumed Liabilities. The Purchase Price shall be paid as provided in Section 3.02 of this Agreement.

### ARTICLE 3 CLOSING

3.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the Transactions shall take place at a closing (the “Closing”) at the offices of Buyer in Pensacola, Florida, or at such other place as the Parties may mutually agree, on or as of the Closing Date. Notwithstanding anything to the contrary in the immediately foregoing sentence, the Parties acknowledge and agree that (a) the Closing shall occur by means of Electronic Delivery, (b) no in-person Closing will be conducted as among the Parties, and (c) except to the extent required by Law, no Party will be required to provide, to any other Person, any original signed document.

3.02 Closing Deliverables.

(a) Seller’s Deliverables. At the Closing, Seller shall deliver to Buyer:

(i) a Bill of Sale and Assignment and Assumption Agreement, in the form and substance attached as Exhibit A to this Agreement (the “Bill of Sale and Assignment and Assumption Agreement”), executed by Seller;

(ii) a certificate issued by the Secretary of State of Florida as to Seller’s legal existence and good standing, if such certificates are provided by the Secretary of State;

(iii) a certificate issued by the Secretary of State of Florida certifying Seller’s state charter, if such certificates are provided by the Secretary of State;

(iv) a certificate of the Secretary or Assistant Secretary (or equivalent officer) of Seller certifying (A) that attached thereto are true and correct copies of all resolutions adopted by the board of directors of Seller authorizing the execution, delivery, and performance of this Agreement and the Transaction Documents and the consummation of the Transactions, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the Transactions; (B) the names and signatures of the officers of Seller authorized to sign this Agreement, the Transaction Documents, and the other documents to be delivered hereunder and thereunder; and (C) that attached thereto are the state charter, bylaws and other governing documents of Seller, as in full force and effect on and as of the Closing Date;

(v) the consents set forth in Section 3.02 (a)(v) of the Disclosure Schedules (the “Required Consents”);

(vi) fully executed UCC-3 termination statements and other terminations, satisfactions of mortgages, pay-offs and/or releases, or, at Buyer’s option, assignments, necessary to terminate, release, or assign, as the case may be, all Encumbrances on any Acquired Asset, as listed in Section 3.02(a)(vi) of the Disclosure Schedules, and releases in connection with any cross-collateralization agreements with creditors of Seller;

(vii) evidence, in form and substance satisfactory to Buyer (in Buyer’s sole discretion), that the operation of the Escambia County Business (A) is not in any way restricted by or subject to any (i) Law (including any building, zoning, subdivision or other land use Law) or (ii) Governmental Order, (B) does not require any action by or in respect of, or filing with, any Governmental Authority, (C) does not require any Permit (other than any Permit that is an Acquired Asset and is freely transferable from Seller to Buyer), and (D) is not subject to any Action or threatened Action; and

(viii) all other agreements, certificates, instruments, and documents reasonably requested by Buyer in order to fully consummate the Transactions and carry out the purposes and intent of this Agreement.

(b) Buyer’s Deliverables. At the Closing, Buyer shall deliver to Seller:

(i) the Purchase Price by wire transfer of immediately available funds in accordance with the wire instructions set forth in Section 3.02(b)(i) of the Disclosure Schedules;

(ii) the Bill of Sale and Assignment and Assumption Agreement, executed by Buyer;

(iii) a certificate of the Secretary or Assistant Secretary (or equivalent officer) of Buyer certifying (A) that attached thereto are true and correct copies of all resolutions adopted by the governing board of Buyer (Pensacola City Council) authorizing the execution, delivery and performance of this Agreement and the Transaction Documents and the consummation of the Transactions, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the Transactions; (B) the names and signatures of the officers of Buyer authorized to sign this Agreement, the Transaction Documents, and the other documents to be delivered hereunder and thereunder; and (C) that attached thereto are the governing documents of Buyer, as in full force and effect on and as of the Closing Date; and

(iv) all other agreements, certificates, instruments, and documents reasonably requested by Seller in order to fully consummate the Transactions and carry out the purposes and intent of this Agreement.

## **ARTICLE 4**

### **REPRESENTATIONS AND WARRANTIES OF SELLER**

Except as set forth in the Disclosure Schedules, Seller represents and warrants to Buyer that the statements contained in this ARTICLE 4 are true and correct as of the Closing Date. All Section headings in the Disclosure Schedules correspond to the Sections of this Agreement; provided, however, that disclosure under any Section in the Disclosure Schedules will constitute disclosure under all other reasonably relevant Sections of the Disclosure Schedules if appropriate cross-references are provided, but only to the extent that such relevance is reasonably apparent on the face of such disclosure. Seller makes the following representations and warranties to Buyer.

4.01 Organization and Authority of Seller. Seller is an independent special district of the State of Florida, duly organized, validly existing, and in good standing under the Laws of the State of Florida and has full corporate power and authority to own, operate, or lease the properties and assets now owned, operated, or leased by it and to carry on the Escambia County Business as currently conducted. Seller has all requisite power and authority and full legal capacity to execute and deliver this Agreement and to perform Seller's obligations under this Agreement.

4.02 Execution and Delivery; Valid and Binding Agreement. The execution, delivery, and performance by Seller of this Agreement and each other Transaction Document to be entered into by Seller have been duly and validly authorized by all requisite action on the part of Seller, and no other actions on Seller's part are necessary to authorize the execution, delivery, or performance of this Agreement. This Agreement and each other Transaction Document to be entered into by Seller has been duly executed and delivered by Seller, and (assuming due authorization, execution, and delivery by Buyer) each of this Agreement and each such other Transaction Document constitutes a valid and binding obligation of Seller, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, or moratorium Laws, other similar Laws affecting creditors' rights, and general principles of equity affecting the availability of specific performance and other equitable remedies (regardless of whether enforcement is sought in a proceeding at law or in equity).

4.03 No Conflicts; Consents. The execution, delivery, and performance by Seller of this Agreement and each other Transaction Document to be entered into by Seller, and the consummation of the Transactions, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the state charter, bylaws, or other governing documents of Seller; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Seller, the Escambia County Business, or the Acquired Assets; (c) except as set forth in Section 4.03 of the Disclosure Schedules, require the consent of, notice to, or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of, or create in any party the right to accelerate, terminate, modify, or cancel any Contract or Permit to which Seller is a party or by which Seller or the Escambia County Business is bound or to which any of the Acquired Assets are subject; or (d) result in the creation or imposition of any Encumbrance on the Acquired Assets. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Seller in connection with the execution and delivery of this Agreement or any of the Transaction Documents and the consummation of the Transactions.

4.04 Liabilities. Seller has no Liabilities with respect to the Escambia County Business or the Acquired Assets except those which have set forth in Section 4.03 of the Disclosure Schedules.

4.05 Contracts. None of the Acquired Assets is bound or affected by any Contract, and Seller is not a party to, or bound by, any Contract in connection with the Escambia County Business or the Acquired Assets.

4.06 Assets.

(a) Title. Seller has good and valid title to all of the Acquired Assets. All such Acquired Assets are free and clear of Encumbrances. Upon consummation of the Transactions, Buyer will have acquired good and marketable title in and to each of the Acquired Assets, free and clear of all Encumbrances and without incurring any penalty or other adverse consequence as a result of, or arising from, the consummation of the Transactions.

(b) Condition and Sufficiency. The items of Tangible Personal Property included in the Acquired Assets are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put; and none of such Tangible Personal Property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The Acquired Assets are sufficient for the continued conduct of the Escambia County Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property, and assets necessary to conduct the Escambia County Business as currently conducted. None of the Excluded Assets is material to the Escambia County Business.

(c) Right to Assign Assets. Seller has the complete and unrestricted power and unqualified right to sell, assign, transfer, convey, and deliver the Acquired Assets to Buyer without penalty or other adverse consequences.

4.07 Customers. Section 4.07 of the Disclosure Schedules sets forth with respect to the Escambia County Business (a) each customer of Seller for goods or services rendered during the 12 months preceding the Closing Date, (b) the description and amount of goods and services provided by Seller to each such customer during such period; and (c) the amounts charged to and paid by each such customer during such period. Except as set forth in Section 4.07 of the Disclosure Schedules, Seller has not received any notice, and has no reason to believe, that any of such customers has ceased, or intends to cease after the Closing, to use the goods or services of the Escambia County Business or to otherwise terminate or materially reduce its relationship with the Escambia County Business.

4.08 Real Property. No parcel of real property, no building, fixture, structure, or improvement situated thereon, and no easement, right-of-way, or other right or privilege appurtenant thereto, whether owned or leased by Seller or otherwise used by Seller, is necessary or beneficial for the conduct of the Escambia County Business as currently conducted.

4.09 Legal Proceedings; Governmental Orders. There are no Actions pending or, to Seller's Knowledge, threatened against or by Seller (a) relating to or affecting the Acquired Assets or the Assumed Liabilities; or (b) that challenge or seek to prevent, enjoin, or otherwise delay the Transactions. No event

has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action. There are no outstanding Governmental Orders and no unsatisfied judgments, penalties, or awards against, relating to, or affecting the Acquired Assets.

#### 4.10 Compliance With Laws; Permits.

(a) No Violations. Seller has complied, and is now complying, with all Laws applicable to the ownership and use of the Acquired Assets. Seller is not in violation of, and Seller has not violated, in any material respect, any applicable provisions of any Law or Governmental Order, and to Seller's Knowledge, Seller is neither under investigation with respect to, nor has been threatened to be charged with or been given notice of any violation of, any Law or Governmental Order applicable to the Acquired Assets or the conduct of the Escambia County Business, or that could affect the legality, validity or enforceability of this Agreement, any Transaction Document, or the consummation of any of the Transactions.

(b) Permits. All Permits required for Seller for the ownership and use of the Acquired Assets have been obtained by Seller and are valid and in full force and effect; and, assuming the related Required Consents have been obtained prior to the Closing Date, are transferable by Seller, and will not be terminated or impaired or become terminable as a result of the Transactions. Upon consummation of such Transactions, Buyer will, assuming the related Required Consents have been obtained prior to the Closing Date, have all of the right, title, and interest in all the Permits. All fees and charges with respect to such Permits as of the Closing Date have been paid in full. Section 4.10(b) of the Disclosure Schedules lists all current Permits issued to Seller which are related to the ownership and use of the Acquired Assets, including the names of the Permits and their respective dates of issuance and expiration. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse, or limitation of any Permit set forth in Section 4.10(b) of the Disclosure Schedules.

(c) No Defaults. Seller is not in default under, and, to Seller's Knowledge, no condition exists that without notice or with lapse of time or both would constitute a default under, any Governmental Order applicable to the Escambia County Business.

#### 4.11 Environmental Matters.

(a) The operations of Seller with respect to the Escambia County Business and the Acquired Assets are currently, and have been, in compliance with all Environmental Laws. Seller has not received from any Person, with respect to the Escambia County Business or the Acquired Assets, any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing Date.

(b) Seller has obtained and is in material compliance with all Environmental Permits (each of which is disclosed in Section 4.11(b) of the Disclosure Schedules) necessary for the conduct of the Escambia County Business as currently conducted or the ownership, lease, operation, or use of the Acquired Assets; all such Environmental Permits are in full force and effect and shall be maintained in full force and effect by Seller through the Closing Date in accordance with Environmental Law; and Seller is not aware



of any condition, event, or circumstance that might prevent or impede, after the Closing Date, the conduct of the Escambia County Business as currently conducted or the ownership, lease, operation, or use of the Acquired Assets. With respect to any such Environmental Permits, Seller has undertaken, or will undertake prior to the Closing Date, all measures necessary to facilitate transferability of the same, and Seller is not aware of any condition, event, or circumstance that might prevent or impede the transferability of the same, and has not received any Environmental Notice or written communication regarding any material adverse change in the status or terms and conditions of the same.

(c) None of the Escambia County Business or the Acquired Assets or any real property currently or formerly owned, leased, or operated by Seller in connection with the Escambia County Business is listed on, or has been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state list.

(d) Seller has not at any time Discharged, nor has it at any time allowed or arranged for any third party to Discharge, Hazardous Materials to, at, or upon: (i) any location other than a site lawfully permitted to receive such Hazardous Materials; (ii) any parcel of real property owned, used, or leased at any time by Seller in the operation of the Escambia County Business, except in compliance with applicable Environmental Laws; or (iii) any site which, pursuant to CERCLA or any similar state Law, has been placed on the National Priorities List or its state equivalent, or as to which the Environmental Protection Agency or any relevant state agency has notified Seller that it has proposed or is proposing to place on the National Priorities List or its state equivalent. To Seller's Knowledge, there has not occurred, nor is there presently occurring, a Discharge, or threatened Discharge, of any Hazardous Material caused by, contributed to, exacerbated by, or otherwise affected by the acts or omissions of Seller on, into, or directly beneath the surface of any real property owned, used, or leased at any time by Seller in the operation of the Escambia County Business or onto any property located adjacent thereto, or otherwise in close physical proximity thereto (i) in an amount requiring, or reasonably requiring, a notice, notification, or report to be made to a governmental agency or authority pursuant to Environmental Laws, or (ii) in violation or noncompliance, or alleged violation or noncompliance, of Environmental Laws.

(e) Section 4.19(e) of the Disclosure Schedules contains a complete and accurate list of all off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by Seller and any predecessors in connection with the Escambia County Business or the Acquired Assets as to which Seller may retain liability, and none of these facilities or locations has been placed or proposed for placement on the National Priorities List (or CERCLIS) under CERCLA, or any similar state list, and Seller has not received any Environmental Notice regarding potential liabilities with respect to such off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by Seller.

(f) Seller has provided or otherwise made available to Buyer and listed in Section 4.19(f) of the Disclosure Schedules any and all environmental reports, studies, audits, records, sampling data, site assessments, risk assessments, economic models, and other similar documents with respect to the Escambia County Business or the Acquired Assets or any real property currently or formerly owned, leased, or operated by Seller in connection with the Escambia County Business which are in the possession or control of Seller related to compliance with Environmental Laws, Environmental Claims or an Environmental Notice, or the Discharge of Hazardous Materials.

(g) Seller is not aware of and does not reasonably anticipate, as of the Closing Date, any condition, event, or circumstance concerning the Discharge or regulation of Hazardous Materials that might, after the Closing Date, prevent, impede, or materially increase the costs associated with the ownership, lease, operation, performance, or use of the Escambia County Business or the Acquired Assets as currently carried out.

4.12 Taxes. Any and all Tax Returns with respect to the Escambia County Business or the Acquired Assets that are required to be filed by Seller have been, or will be, timely filed. Such Tax Returns, if any, are, or will be, true, complete, and correct in all respects. All Taxes due and owing by Seller (whether or not shown on any Tax Return) have been, or will be, timely paid. No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of Seller or for which Buyer may be liable or that could result in an Encumbrance on the Acquired Assets. All deficiencies asserted, or assessments made, against Seller as a result of any examinations by any taxing authority have been fully paid. Seller is not a party to any Action by any taxing authority. There are no pending or threatened Actions by any taxing authority. There are no Encumbrances for Taxes upon any of the Acquired Assets nor, to Seller's Knowledge, is any taxing authority in the process of imposing any Encumbrances for Taxes on any of the Acquired Assets (other than for current Taxes not yet due and payable). No portion of the Purchase Price is subject to withholding in respect of any U.S. federal income taxes. No state of facts exists or has existed that would constitute grounds for the assessment against Buyer, whether by reason of transferee liability or otherwise, of any liability for any Tax of Seller.

4.13 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Seller.

4.14 Full Disclosure. None of this Agreement or the Transaction Documents, or the Disclosure Schedules, schedules, exhibits, and other documents delivered in connection with this Agreement, when read together as a whole, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not misleading. The information relating to the Acquired Assets delivered to Buyer has been prepared in good faith based on assumptions that are reasonable, and no facts or information exist that would lead Seller to believe that such information is incorrect or misleading in any material respect. Except as set forth in this Agreement or the Disclosure Schedules, there are no facts or circumstances of which Seller is aware that have had or could be expected to have, individually or in the aggregate, a Material Adverse Effect on Seller or the Escambia County Business.

## **ARTICLE 5**

### **REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller that the statements contained in this ARTICLE 5 are true and correct as of the Closing Date.

5.01 Organization and Authority of Buyer.

(a) Buyer is an operating unit of the City of Pensacola, Florida, an incorporated municipality validly existing under the Laws of the State of Florida. Buyer has all necessary corporate power and authority to enter into this Agreement, to carry out its obligations under this Agreement and to consummate the Transactions.

(b) The execution and delivery by Buyer of this Agreement and each other Transaction Document to be entered into by Buyer, the performance by Buyer of its obligations under this Agreement and each other Transaction Document, and the consummation by Buyer of the Transactions have been duly authorized by all requisite action on the part of Buyer. This Agreement and such other Transaction Documents have been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) each of this Agreement and such other Transaction Documents constitutes a legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, or moratorium Laws, other similar Laws affecting creditors' rights, and general principles of equity affecting the availability of specific performance and other equitable remedies (regardless of whether enforcement is sought in a proceeding at law or in equity).

5.02 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and each other Transaction Documents to be entered into by Buyer, and the consummation of the Transactions, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the charter, ordinances, or other governing documents of Buyer; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Buyer; or (c) require the consent, notice, or other action by any Person under any Contract to which Buyer is a party. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority (other than Buyer) is required by or with respect to Buyer in connection with the execution and delivery of this Agreement or any other Transaction Document to be entered into Buyer, except for such consents, approvals, Permits, Governmental Orders, declarations, filings, or notices which, in the aggregate, would not have a Material Adverse Effect.

5.03 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Buyer.

5.04 Sufficiency of Funds. Buyer has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Purchase Price and consummate the Transactions.

5.05 Legal Proceedings. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin, or otherwise delay the Transactions.

## **ARTICLE 6 COVENANTS**

6.01 Non-Competition.

(a) Commencing on the Closing Date (the “Restricted Period”), Seller shall not, and shall not permit any of its Affiliates to, directly or indirectly, (i) engage in or assist others in engaging in the Restricted Business in the Territory; (ii) have an interest in any Person that engages directly or indirectly in the Restricted Business in the Territory in any capacity, including as a partner, shareholder, member, employee, principal, agent, trustee, or consultant; or (iii) cause, induce or encourage any material actual or prospective client, customer, supplier, or licensor of the Escambia County Business (including any existing or former client or customer of Seller and any Person that becomes a client or customer of the Escambia County Business after the Closing), or any other Person who has a material business relationship with the Escambia County Business, to terminate or modify any such actual or prospective relationship.

(b) Seller acknowledges that a breach or threatened breach of this Section 6.01 would give rise to irreparable harm to Buyer, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by Seller of any such obligations, Buyer shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

(c) Seller acknowledges that the restrictions contained in this Section 6.01 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the Transactions. In the event that any covenant contained in this Section 6.01 should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service or other limitations permitted by applicable Law. The covenants contained in this Section 6.01 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

## 6.02 Books and Records.

(a) In order to facilitate the resolution of any claims made against or incurred by Seller with respect to any period prior to the Closing, or for any other reasonable purpose, for a period of five years after the Closing, Buyer shall:

(i) retain the Books and Records relating to periods prior to the Closing in a manner reasonably consistent with the prior practices of Seller; and

(ii) upon reasonable notice, afford the Seller’s Representatives reasonable access (including the right to make, at Seller’s expense, photocopies), during normal business hours, to such Books and Records.

(b) In order to facilitate the resolution of any claims made by or against or incurred by Buyer or the Escambia County Business after the Closing, or for any other reasonable purpose, for a period of five years following the Closing, Seller shall:

(i) retain the books and records of Seller which relate to the Escambia County Business and its operations for periods prior to the Closing; and

(ii) upon reasonable notice, afford the Buyer's Representatives reasonable access (including the right to make, at Buyer's expense, photocopies), during normal business hours, to such books and records.

(c) Neither Buyer nor Seller shall be obligated to provide the other party with access to any books or records pursuant to this Section 6.02 where such access would violate any Law.

6.03 Public Announcements. Unless otherwise required by applicable Law (based upon the reasonable advice of counsel), including but not limited to Chapter 119 or Chapter 286, Florida Statutes, no Party shall make any public announcements in respect of this Agreement or the Transactions or otherwise communicate with any news media regarding the Transactions (including with respect to the Purchase Price or any other financial terms of the Transactions) without the prior written consent of Buyer, on the one hand, or Seller, on the other hand, as applicable (which consent shall not be unreasonably withheld, delayed, or conditioned); and Buyer, on the one hand, and Seller, on the other hand, shall cooperate as to the timing and contents of any such announcement.

6.04 Bulk Sales Laws. The Parties hereby waive compliance with the provisions of any bulk sales, bulk transfer, or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Acquired Assets to Buyer; it being understood that any Liabilities arising out of the failure of Seller to comply with the requirements and provisions of any bulk sales, bulk transfer, or similar Laws of any jurisdiction shall be treated as Excluded Liabilities.

6.05 Receivables. From and after the Closing, if Seller or any of its Affiliates receives or collects any funds relating to any Acquired Asset (except for Accounts Receivable of Seller for goods or services provided to customers prior to the Closing Date), Seller or its Affiliate shall remit such funds to Buyer within five Business Days after its receipt thereof. From and after the Closing, if Buyer or any of its Affiliates receives or collects any funds relating to any Excluded Asset (or in payment of Accounts Receivable of Seller for goods or services provided to customers prior to the Closing Date), Buyer or its Affiliate shall remit any such funds to Seller within five Business Days after its receipt thereof.

6.06 Certain Filings. The Parties shall cooperate with each other (a) in determining whether any action by or in respect of, or filing with, any Governmental Authority is required in connection with the consummation of the Transactions and (b) in taking such actions or making any such filings, furnishing information required in connection therewith, and seeking timely to obtain any such actions, consents, approvals or waivers.

6.07 Further Assurances. Following the Closing, each of the Parties shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances, and

assurances, and take such further actions as may reasonably be required, to carry out the provisions of this Agreement and give effect to the Transactions.

## **ARTICLE 7**

### **SURVIVAL; INDEMNIFICATION**

7.01 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained in this Agreement shall survive the Closing and shall remain in full force and effect until the date that is 24 months from the Closing Date; provided, that the representations and warranties set forth in (a) Sections 4.01, 4.02, 4.06, 4.13, 5.01, and 5.03 of this Agreement shall survive indefinitely; and (b) Sections 4.09, 4.10, 4.11, and 4.12 of this Agreement shall survive for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation, tolling, or extension thereof) plus 60 days. All covenants and agreements contained in this Agreement shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

7.02 Investigations; Due Diligence. Notwithstanding anything to the contrary in this Agreement, the right to indemnification, payment of Losses, or other remedy based on any such representations, warranties, covenants, and obligations will not be affected by any investigation or due diligence conducted by or on behalf of Buyer, or any Knowledge acquired, or capable of being acquired, at any time by or on behalf of Buyer in connection with such investigation or due diligence, who may have the right to indemnification, payment of Losses, or other remedy pursuant to this Agreement. Seller further acknowledges and agrees that Buyer assisted Seller in the preparation of certain closing items solely at Seller's request and any such items prepared by or with the assistance of Buyer shall in no way affect Buyer's right to indemnification, payment of Losses, or other remedy under this Agreement.

7.03 Indemnification by Seller. Subject to the other terms and conditions of this ARTICLE 7, Seller shall indemnify Buyer, Buyer's Affiliates, their Representatives (collectively, the "Buyer Indemnified Parties") against, and shall defend and hold the Buyer Indemnified Parties harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, any Buyer Indemnified Party based upon, arising out of, with respect to, or by reason of:

(a) any inaccuracy in or breach of the representations or warranties of Seller contained in this Agreement, in the Transaction Documents, or in any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date); provided, that for the sole purpose of determining Losses (and not for determining whether or not any breaches of representations or warranties have occurred), the representations and warranties of Seller contained in this Agreement shall not be deemed to be qualified by "material", "in all material respects", "Material Adverse Effect", or any similar term or limitation;

(b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Seller pursuant to this Agreement, the Transaction Documents, or any certificate or instrument delivered by or on behalf of Seller pursuant to this Agreement;

(c) any Excluded Asset or any Excluded Liability; or

(d) any Third-Party Claim based upon, resulting from or arising out of the business, operations, properties, assets, or obligations of Seller or any of its Affiliates (other than the Acquired Assets or Assumed Liabilities) conducted, existing, or arising on or prior to the Closing Date.

7.04 Indemnification by Buyer. Subject to the other terms and conditions of this ARTICLE 7, Buyer shall indemnify Seller, Seller's Affiliates, and their Representatives (collectively, the "Seller Indemnified Parties") against, and shall defend and hold Seller Indemnified Parties harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, any Seller Indemnified Party based upon, arising out of, with respect to, or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement or in any certificate or instrument delivered by or on behalf of Buyer pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date); provided, that for the sole purpose of determining Losses (and not for determining whether or not any breaches of representations or warranties have occurred), the representations and warranties of Buyer contained in this Agreement shall not be deemed to be qualified by "material", "in all material respects", "Material Adverse Effect", or any similar term or limitation;

(b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Buyer pursuant to this Agreement; or

(c) any Assumed Liability.

7.05 Certain Limitations. The Person or Persons making a claim under this ARTICLE 7 is referred to as the "Indemnified Party", and the Person or Persons against which such claims are asserted under this ARTICLE 7 is referred to as the "Indemnifying Party". Notwithstanding anything to the contrary in this Agreement, the indemnification provided for in Sections 7.03 and 7.04 of this Agreement shall be subject to the following limitations:

(a) The Buyer Indemnified Parties shall not be indemnified pursuant to Section 7.03(a) of this Agreement with respect to Losses incurred, sustained by, or imposed upon the Buyer Indemnified Parties to the extent that the aggregate amount of all Losses for which the Buyer Indemnified Parties have received indemnification pursuant to Section 7.03(a) of this Agreement has exceeded the Purchase Price. The Seller Indemnified Parties shall not be indemnified pursuant to Section 7.03(a) of this Agreement with respect to Losses incurred, sustained by, or imposed upon the Buyer Indemnified Parties to the extent that the aggregate amount of all Losses for which the Buyer Indemnified Parties have received indemnification pursuant to Section 7.03(a) of this Agreement has exceeded the Purchase Price.

(b) Notwithstanding anything to the contrary in Section 7.05(a) of this Agreement, the limitations set forth in Section 7.05(a) of this Agreement shall not apply with respect to Losses recoverable from Seller to the extent that such Losses are caused by Seller's fraud.

(c) For purposes of this ARTICLE 7, any inaccuracy in or breach of any representation or warranty shall be determined without regard to any materiality, Material Adverse Effect, or other similar qualification contained in or otherwise applicable to such representation or warranty.

#### 7.06 Indemnification Procedures.

##### (a) Third-Party Claims.

(i) If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any Person who is not a Party or an Affiliate of a Party or a Representative of the foregoing (a "Third-Party Claim") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Each such notice by the Indemnified Party shall describe the Third-Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the good faith estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party.

(ii) The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any Third-Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall reasonably cooperate in good faith in such defense; provided, that if the Indemnifying Party is Seller, such Indemnifying Party shall not have the right to defend or direct the defense of any such Third-Party Claim that (x) is asserted directly by or on behalf of a Person that is a supplier or customer of the Escambia County Business, or (y) seeks an injunction or other equitable relief against the Indemnified Party. If the Indemnifying Party assumes the defense of any such claim or legal proceeding as contemplated in this Section 7.06(a), the Indemnifying Party shall select counsel reasonably acceptable to the Indemnified Party (such consent not to be unreasonably withheld, delayed or conditioned) to conduct the defense of such claim or legal proceeding and shall have the right to take any action it deems necessary to avoid, dispute, defend, appeal or make counterclaims with respect to any Third-Party Claim in the name and on behalf of the Indemnified Party.

(iii) In the event that the Indemnifying Party assumes the defense of any Third-Party Claim, the Indemnified Party shall have the right, at its own cost and expense, to participate in the defense of any Third-Party Claim with counsel selected by it, subject to the Indemnifying Party's right to control the defense thereof.

(iv) If the Indemnifying Party elects not to compromise or defend such Third-Party Claim or fails to notify the Indemnified Party in writing of its election to defend as provided in this Agreement by the 30th day following the Indemnified Party delivering to the Indemnifying Party the prompt



written notice of such Third-Party Claim that is contemplated by the first sentence of Section 7.06(a)(i) of this Agreement, then the Indemnified Party may, subject to Section 7.06(b) of this Agreement, pay, compromise, defend such Third-Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third-Party Claim. Notwithstanding anything to the contrary in this Agreement (including in the immediately foregoing sentence), but subject to Section 7.06(a)(iii) of this Agreement, in no event shall any Indemnifying Party be liable to any Indemnified Party for the fees or disbursements of more than one separate counsel for all Indemnified Parties in any jurisdiction in any single action or proceeding.

(v) Buyer and Seller shall cooperate with each other in all reasonable respects in connection with the defense of any Third-Party Claim, including making available records relating to such Third-Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending Party, management employees of the non-defending Party as may be reasonably necessary for the preparation of the defense of such Third-Party Claim.

(b) Settlement of Third-Party Claims.

(i) Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third-Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, delayed or conditioned), except as provided in this Section 7.06(b). If a firm offer is made to settle a Third-Party Claim solely for monetary payment that will be paid by the Indemnifying Party without leading to liability or the creation of a financial or other obligation (or any injunctive or other form of relief) on the part of the Indemnified Party and its Affiliates and provides, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third-Party Claim, and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party.

(ii) If the Indemnified Party fails to consent to such firm offer within 10 days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third-Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third-Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third-Party Claim, the Indemnifying Party may settle the Third-Party Claim upon the terms set forth in such firm offer to settle such Third-Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 7.06(a) of this Agreement, it shall not agree to any settlement or other determination without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, delayed or conditioned).

(c) Direct Claims.

(i) Any claim by an Indemnified Party on account of a Loss which does not result from a Third-Party Claim (a “Direct Claim”) shall be asserted by the Indemnified Party giving the Indemnifying Party prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material

written evidence thereof and shall indicate the good faith estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party.

(ii) The Indemnifying Party shall have 30 days after its receipt of such notice to respond in writing to such Direct Claim. During such 30-day period, the Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim, and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the premises and personnel of the Escambia County Business and the right to examine and copy any accounts, documents, or records) as the Indemnifying Party or any of its professional advisors may reasonably request.

(iii) If the Indemnifying Party does not so respond within such 30-day period (or if in its response it disputes such Direct Claim), the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to this Agreement.

7.07 Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the Parties as adjustment to the Purchase Price, unless otherwise required by Law.

7.08 Exclusive Remedy. The Parties acknowledge and agree that their sole and exclusive remedy with respect to (a) any and all claims for any breach (or alleged breach) of any representation, warranty, covenant, agreement, or obligation set forth in this Agreement, (b) otherwise with respect to the performance or breach of this Agreement, (c) the Transactions, or (d) otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this ARTICLE 7. In furtherance of the foregoing in this Section 7.08, each Party hereby waives, to the fullest extent permitted under Law, any and all rights, claims, and causes of action for any breach of any representation, warranty, covenant, agreement, or obligation set forth in this Agreement or otherwise relating to the subject matter of this Agreement (except for claims based upon fraud) that it may have against the other Party, its Affiliates, and each of their respective Representatives arising under or based upon any Law, whether at law or in equity, except pursuant to the indemnification provisions set forth in this ARTICLE 7. Each of the Parties acknowledges and agrees that it may not avoid such limitation on remedies by (x) seeking other damages for breach of contract, tort, or other theory of liability (except for claims based upon fraud), or any equitable relief (except with respect to Section 6.01), all of which are hereby waived or (y) asserting or threatening any claim against any Person that is not a Party (or an heir, legal representative, successor or permitted assign with respect to any Party) for, or relating to or arising from, any breach of any representation, warranty, covenant, agreement, or obligation set forth in this Agreement.

## **ARTICLE 8**

### **MISCELLANEOUS**

8.01 Expenses. Except as otherwise expressly provided in this Agreement, all costs and expenses, including fees and disbursements of counsel, financial advisors, and accountants, incurred in

connection with this Agreement and the Transactions shall be paid by the Party incurring such costs and expenses, whether or not the Closing shall have occurred.

8.02 Recitals; Interpretation. The recitals to this Agreement are hereby incorporated by reference into the Agreement for all purposes. For purposes of this Agreement: (a) the words “include”, “includes”, and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) if a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb); (d) terms defined in the singular have the corresponding meanings in the plural, and vice versa; (e) unless the context of this Agreement clearly requires otherwise, words importing the masculine gender shall include the feminine and neutral genders, and vice versa; (f) except as otherwise specifically set forth in this Agreement, all references to currency in this Agreement shall be to, and all payments required under this Agreement shall be paid in, Dollars and (g) the words “herein”, “hereof”, “hereby”, “hereto”, and “hereunder” refer to this Agreement as a whole and not to any particular section or article in which such words appear. Unless the context otherwise requires, references in this Agreement: (x) to Articles, Sections, Schedules, Disclosure Schedules, and Exhibits mean the Articles and Sections of, and Schedules, Disclosure Schedules, and Exhibits to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a particular statute or regulation include all rules and regulations thereunder and any predecessor or successor statute, rule, or regulation, in each case, as amended or otherwise modified from time to time. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. Whenever any action must be taken under this Agreement on or by a day that is not a Business Day, then such action may be validly taken on or by the next day, following such day, that is a Business Day. The Disclosure Schedules and Exhibits referred to in this Agreement shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim in this Agreement.

8.03 Notices. All notices, requests, demands, claims or other communications that are required or may be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given and received: (a) on the date of delivery, if personally delivered by hand; (b) on the fifth day after such notice is deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested; or (c) on the date scheduled for delivery after such notice is sent by a nationally recognized overnight express courier, charges prepaid. Subject to the immediately foregoing sentence, each such notice shall be sent to the following addresses (as applicable):

if to Buyer, to:

Pensacola Energy  
222 W. Main Street  
Pensacola, FL 32502  
Attention: Don Suarez  
Phone: (850) 474-5316  
Email: dsuarez@cityofpensacola.com

with a copy to (which shall not constitute notice):

Gunster, Yoakley & Stewart, P.A.  
200 S. Orange Ave., Suite 1400  
Orlando, FL 32801  
Attention: Jeffery Q. Jonasen  
Phone: (407) 406-5250  
Email: jjonasen@gunster.com

if to Seller, to:

Okaloosa Gas District  
364 Valparaiso Parkway  
Valparaiso, FL 32580  
Attention: Gordon King  
Phone: (850) 729-4700  
Email: GordonKing@okaloosagas.com

with a copy to (which shall not constitute notice):

Anchors Smith Grimsley  
Professional Limited Company  
909 Mar Walt Drive, Suite 1014  
Fort Walton Beach, FL 32547  
Attention: C. LeDon Anchors, Esq.  
Phone: (850) 863-4064  
Email: danchors@asglegal.com

8.04 Headings and Captions. The headings and captions in this Agreement are included for convenience of reference only and shall be ignored in the construction or interpretation of this Agreement.

8.05 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the greatest extent possible.

8.06 Entire Agreement. This Agreement, the Exhibits, Disclosure Schedules, and other schedules to this Agreement, and the other Transaction Documents, constitute the sole and entire agreement of the Parties with respect to the subject matter contained in this Agreement and in such Exhibits, Disclosure Schedules, other schedules to this Agreement, and other Transaction Documents, and supersede all prior and contemporaneous representations, warranties, negotiations, discussions, proposals, undertakings, understandings, covenants, and agreements (including draft agreements (including non-final versions of this Agreement, any other Transaction Document, or any such other agreement, certificate, instrument, or other document)), both written and oral, with respect to such subject matter. Without limiting the generality of the foregoing in this Section 8.06, no non-final version of this Agreement or any such other agreement, certificate, instrument, or other document shall be taken into account, in any way or to any extent, in interpreting either (a) this Agreement or any such other agreement, certificate, instrument, or other document or (b) the Parties' intent hereunder or thereunder. In the event of any inconsistency between the statements in the body of this Agreement and the Exhibits, Disclosure Schedules, or other schedules to this Agreement (other than an exception expressly set forth as such in the Disclosure Schedules or any such other schedule to this Agreement), or any other Transaction Document, the statements in the body of this Agreement shall control.

8.07 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and permitted assigns. No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party (for the avoidance of doubt, the consent of Seller's Representatives shall constitute the consent of Seller), which consent shall not be unreasonably withheld, delayed or conditioned; provided, that Buyer may collaterally assign its rights and obligations under this Agreement to any lender providing financing to Buyer. No assignment shall relieve the assigning Party or Parties of any of its (or their) obligations pursuant to this Agreement. Any attempted assignment in violation of this Section 8.07 shall be void and without effect, *ab initio*.

8.08 No Third-Party Beneficiaries. Except as provided in Section **Error! Reference source not found.** and ARTICLE 7 of this Agreement, this Agreement is for the sole benefit of the Parties and their respective heirs, legal representatives, successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

8.09 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

8.10 Enforcement Costs. Except as otherwise specifically provided in this Agreement, if any civil action, arbitration, or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable Attorney's Fees and Expenses, court costs, sales and use taxes, and all expenses even if not taxable as court costs (including all such fees, taxes, costs, and expenses incident to arbitration, appellate, bankruptcy, and post judgment proceedings), incurred in that proceeding, in addition to any other relief which such Party or Parties may be entitled. Attorney's Fees and Expenses shall include paralegal fees, investigative fees, administrative costs, sales and use taxes, and all other reasonable charges billed by the attorney to the prevailing Party or Parties (including any fees and costs associated with collecting such amounts).

8.11 Governing Law; Jurisdiction; Dispute Resolution Process.

(a) This Agreement, the negotiation, execution, terms, and performance of this Agreement, the rights of the Parties under this Agreement, and all Actions arising, in whole or in part, under or in connection with or related to this Agreement or the Transactions, shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Florida.

(b) The Parties acknowledge that a substantial portion of the negotiations and anticipated performance of this Agreement occurred or will occur exclusively in Escambia County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement or the Transactions will be brought exclusively in the courts of record of the State of Florida in Escambia County or the United States District Court, Northern District of Florida in Escambia County. Each Party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected on such Party by mail, as provided in this Agreement, or in such other manner as may be provided under Laws.

(c) Notwithstanding anything to the contrary in this Agreement, each of the Parties agrees that, prior to commencing litigation seeking monetary damages with respect to the Transactions, the Parties agree to use commercially reasonable efforts to try to resolve the dispute, including by meeting promptly, in person, on at least one occasion. If the Parties are unable to reach agreement on a resolution of such dispute within 20 days of an initial meeting, the Parties agree to submit, for a period of 60 days, to voluntary non-binding mediation before a jointly selected neutral third-party mediator, to be conducted in the State of Florida, Escambia County (however, such mediation or obligation to mediate shall not suspend or otherwise delay any termination or other action of the Parties or affect the Parties' other rights).

8.12 No Construction Against Draftsmen. The Parties acknowledge that each Party and its attorneys have reviewed this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party, or any similar rule operating against the drafter of an agreement, shall not be applicable to the construction or interpretation of this Agreement. Any controversy over construction of this Agreement shall be decided without regard to events of authorship or negotiation.

8.13 Counterparts; Effectiveness. This Agreement may be executed in one or more counterparts, each of which shall be an original. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg or similar attachment to an electronic mail message (any such delivery, an "Electronic Delivery"), shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such Party forever waives any such defense.

8.14 Certain Disclaimers.

(a) No Additional Representations by Seller. BUYER ACKNOWLEDGES, AGREES, AND ACCEPTS THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE 4 OF THIS AGREEMENT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY (INCLUDING WITH RESPECT TO SELLER OR WITH RESPECT TO THE ESCAMBIA COUNTY BUSINESS OR ANY OF THE ASSETS, LIABILITIES, OR OPERATIONS OF THE ESCAMBIA COUNTY BUSINESS), AND BUYER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES BY SELLER THAT ARE NOT SPECIFICALLY SET FORTH IN ARTICLE 4 OF THIS AGREEMENT.

(b) No Additional Representations by Buyer. SELLER ACKNOWLEDGES, AGREES, AND ACCEPTS THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE 5 OF THIS AGREEMENT, BUYER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY (INCLUDING WITH RESPECT TO BUYER), AND SELLER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES BY BUYER THAT ARE NOT SPECIFICALLY SET FORTH IN ARTICLE 5 OF THIS AGREEMENT.

8.15 JURY WAIVER. IN ANY CIVIL ACTION, COUNTERCLAIM OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS, THE PERFORMANCE OF THIS AGREEMENT, OR THE RELATIONSHIP CREATED BY THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THIS AGREEMENT OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS SECTION 8.15. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS SECTION 8.15. EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY ITS OWN COUNSEL WITH RESPECT TO THIS AGREEMENT AND SPECIFICALLY WITH RESPECT TO THIS SECTION 8.15.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the Closing Date by their respective duly authorized representatives.

**SELLER:**

**OKALOOSA GAS DISTRICT**

By: \_\_\_\_\_  
Gordon King, Chief Executive Officer

**BUYER:**

**CITY OF PENSACOLA d/b/a  
PENSACOLA ENERGY**

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

Attest:

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

Approved as to substance:

By: \_\_\_\_\_  
Don Suarez, Department Director

Legal in form and valid as drawn:

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

(CORPORATE SEAL)



**EXHIBIT A**

**FORM OF BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

*See attached.*

**[TO BE ATTACHED]**

RBC Resources LLC

Pensacola Energy

Customer Acquisition

## Synopsis

RBC Resources was engaged in February 2019 to provide consulting services to Pensacola Energy. These services were specifically directed to the following:

- Research the possibility of acquiring approximately 200 residential and small commercial customers served by Okaloosa Gas District in Escambia County.
- Review options for determining the appropriate value of these customers.
- Provide guidance to Pensacola Energy concerning asset valuation and process for acquisition.
- Support contract negotiations.
- Assist with contract preparation and execution if agreement is reached with Okaloosa Gas District on customer transfer.

## Rationale

The transfer of these accounts is sound and reasonable based on the long-term provision of safe and efficient utility services to customers in Escambia County as described below:

- Pensacola Energy and Okaloosa Gas District both provide service in this area, creating the likelihood of customer confusion concerning the appropriate service provider for emergencies and routine service requests.
- Okaloosa Gas District does not hold a franchise within Escambia County to provide utility service. Therefore, new homes and businesses in this area could not be served by Okaloosa Gas District and unless infrastructure was duplicated, residents would go without essential utility services.
- Pensacola Energy's existing assets in the vicinity will facilitate safe and reliable public services that will be enhanced through shorter response times for emergencies and other requirements.

Acknowledging these conditions, it is prudent to transfer these customers to the Pensacola Energy system for the long-term safety, reliability, and availability of service.

To determine a fair value for the transfer of customers, four forms of capital expenditure evaluations were utilized to produce a range of possible solutions. They are:

- Present value of future revenue or cash flow.
- Comparison to recent small acquisitions in the region.
- New construction replacement cost.
- Maximum Allowable Capital Contribution which is a “rule of thumb” measure utilized by Florida Public Service Commission to determine appropriate capital expenditures for new customer acquisitions.

Below each method is summarized and the appropriate value is established:

### **Net Present Value (NPV)**

Using data provided by Okaloosa Gas District, it was determined that actual active customer count was 167 residential and 8 small commercial customers. Additionally, these customers represented approximately \$67,641 in annual revenue. From public data available we also determined that annual operating and maintenance expense for these customers was approximately \$13,520. Normally, a multiple of earnings before depreciation, interest, amortization, and taxes is applied. Given the municipal nature of both the acquiring and selling parties, we opted to substitute a Net Revenue (revenue less operating expense) measurement as the basis for our NPV valuation. It was determined that Net Annual Revenue of the customer group was approximately \$54,021. Utilizing a discount factor of 4.5%, expected revenue growth of 1.5%, and expense growth of 1.0%, it was calculated that the expected 10yr NPV of Net Revenue would be approximately \$427,748.

### **Market Acquisition Comparison**

The two most recent small scope acquisitions in the State of Florida are the purchase of the Fort Meade (Municipal) and Indiantown (Investor Owned) natural gas systems. Both acquisitions were by Florida Public Utilities and public data was used to determine approximate valuations. The Fort Meade system was valued at approximately \$1,100 per customer and Indiantown was valued at \$1,690 per customer. When reviewing documentation and interviewing industry professionals, it was concluded that significant capital was invested to bring the systems up to current codes and standards. Applying these adjustments and utilizing customer counts, it was determined that an approximate comparison value would be \$354,375.

### **Construction Cost Replacement**

An estimation of replacement cost to duplicate the existing system was accomplished by Pensacola Energy personnel and confirmed by consultant. Costs would include \$46,000 in materials, \$336,763 in outside contractor and equipment costs, \$180,000 in meter and service installation for a total of \$562,763. This does not account for the additional construction oversight and internal fixed charges that would likely add approximately 10%.

### **Maximum Allowable Capital Contribution (MACC)**

The Florida Public Service Commission has utilized this as a rule of thumb measure to determine the appropriate capital expenditure for small projects and main extensions. It commonly is comparable to a simplified return of capital. Most Florida based investor owned utilities operate under a MACC of 5-6 times annual revenue. Applying the MACC to the annual revenue of this customer group would provide a valuation range of \$338,210 to \$405,852.

## Summary of Analysis

### Acquisition Valuation Options

Acquisition Comparison	Total	Per Customer
5 Year MACC	\$354,375	\$1,772
6 Year MACC	\$338,210	\$1,691
	\$405,852	\$2,029
10 Year NPV Net Revenue		
	\$427,748	\$2,444
MACC, NPV and Acquisition Average		
	\$381,546	\$1,908
<b>Recommended Purchase</b>		
Lower End	\$338,210	\$1,933
Normal	\$427,748	\$2,444
New Construction Replacement Estimation	\$562,763	\$3,370

## **Conclusions**

As discussed above, the range of expected value for the assets that have been identified is \$354,375 to \$562,763. The valuation methodology that is most appropriate for this situation is the Net Present Value of future cash flows. It is an industry standard measurement and the valuation that it produces is within those produced by the other methodologies.

## **Recommendation**

Pensacola Energy should enter negotiations with Okaloosa Gas District to acquire the approximate 175 customers located in Escambia County. The payment of \$427,748 would be adequate to ensure Okaloosa Gas District receives fair recompense for their assets and ensures that Pensacola Energy will add customers at a lower than new construction cost.

Because the two parties operate in different environments from a natural gas commodity and operations perspective, there is a current rate differential between Okaloosa Gas and Pensacola Energy. Therefore, these customers should transition to Pensacola Energy rates gradually using a rate equivalent to Okaloosa Gas for the first two years and then gradually shift them into Pensacola Energy's rate structure over the next two years.

Assuming the recommendations above are implemented and that no additional personnel will be required at Pensacola Energy, the capital required for this acquisition will be recovered in no more than eight years. This is well within the reasonable period for normal utility investment recovery.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00417

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

APPROVAL OF SOLAR PROPERTY USE AGREEMENT WITH GULF POWER

**RECOMMENDATION:**

That City Council authorize the Mayor to execute a Solar Property Use Agreement with Gulf Power. Further that City Council authorize the Mayor to take all actions necessary relating to the execution of this agreement.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City desires to allow Gulf Power to utilize the areas depicted in the agreement and to use the premises for the installation of certain renewable energy generating equipment, including, without limitation, solar panels, solar canopy structures, electrical power inverters, interconnection equipment, electrical wiring, underground conduit, collection lines, wire management systems, charging stations, electric meters, metering and switch cabinets, power distribution boxes and racking systems (individually and collectively, the "Equipment") upon the terms and conditions outlined in the agreement attached.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

7/27/2020



**STAFF CONTACT:**

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

**ATTACHMENTS:**

- 1) City of Pensacola Solar Project Options
- 2) Master Solar Lease Agreement - Pensacola

**PRESENTATION:** No

# Main and Reus Streets connect the entrances to City Hall and Wahoo Stadium along downtown pedestrian walkway

## 1) City Hall /Wahoo Stadium Entrances, Pensacola



**Corrine Jones Center is located in a diverse, older neighborhood and hosts many civic events**

## **2) Sanders Beach - Corrine Jones Center, Pensacola**



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## **SOLAR PROPERTY USE AGREEMENT**

THIS SOLAR PROPERTY USE AGREEMENT (“**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2020 (“**Effective Date**”), by and between City of Pensacola (“**City**”) and Gulf Power, a Florida corporation (“**Gulf Power**”). City and Gulf Power are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

### **WITNESSETH:**

WHEREAS, City is the owner of those certain public rights of way and other real property located in Escambia County, Florida, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (each individually and collectively, the “**Property**”);

WHEREAS, within and upon each Property, City desires to permit Gulf Power to utilize the areas depicted on **Exhibit B** attached hereto and incorporated herein by this reference (each individually and collectively, the “**Premises**”) upon the terms and conditions set forth in this Agreement; and

WHEREAS, Gulf Power desires to use the Premises, and City desires to allow Gulf Power to use the Premises, for the installation of certain renewable energy generating equipment, including, without limitation, solar panels, solar canopy structures, electrical power inverters, interconnection equipment, electrical wiring, underground conduit, collection lines, wire management systems, charging stations, electric meters, metering and switch cabinets, power distribution boxes and racking systems (individually and collectively, the “**Equipment**”) upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Premises; and Addition of Property.**

(a) **Premises.** City hereby permits the use of the Premises by Gulf Power, and Gulf Power hereby accepts the use of the Premises from City, upon the terms, covenants and conditions set forth in this Agreement.

(b) **Addition of Property.** Upon the mutual written agreement of each of the Parties, including as to the type of Equipment that will be installed, **Exhibits A and B** may be amended from time to time to include additional Property. In such case, all terms and conditions set forth in this Agreement shall apply to such additional Property; provided however, with respect to such additional Property, the Construction Term and Operating Term (as each are defined hereafter), shall be calculated commencing from the effective date of the amendment adding the specific additional Property, accordingly, and in the case of the Operating Term, an additional six (6) months after such date.



2. **Use.** The Premises may be used by Gulf Power for the purposes of constructing, installing, operating, inspecting, maintaining, repairing, enlarging, modifying, removing, testing and replacing the Equipment and any additional equipment required to generate, measure, and transmit solar power, together with the following rights:

(a) **Access.** The right of ingress and egress to and from the Premises over the Property necessary to access the Premises.

(b) **Signage.** The right, at Gulf Power's sole cost and expense, to install signage on and around the Equipment and on, over, under, through and across the Property at the point of access to the Equipment (to the extent allowed by applicable law). The location, design and content of such signage shall be subject to the prior approval of City, which approval shall not be unreasonably withheld, conditioned or delayed. Such signage shall be removed by Gulf Power upon the final removal of the Equipment from the Property in accordance with the terms of this Agreement. Subject to Section 6(a) below, City shall have the right, at City's sole cost and expense to co-brand on Gulf Power's signage, provided that City first obtains Gulf Power's prior written consent, which consent may not be unreasonably withheld.

(c) **Power Monitoring.** The right to incidental access and use of City's electrical systems for purposes of powering Gulf Power's computer equipment used in monitoring the power generated from the Equipment. Additionally, if, and so long as, City provides an internet access system for use by guests and other visitors to the Property, City will permit Gulf Power to use, at no cost to Gulf Power, such internet access system in connection with Gulf Power's power monitoring system described in the preceding sentence, and City shall provide Gulf Power with the necessary access codes and other necessary information to use such internet access system; provided, however, City does not warrant the stability, security or continuous operation of any such internet access system, and provided, further, that Gulf Power shall adhere to all of the applicable City and County rules, regulations and requirements pertaining to the system security and use protocols.

3. **Term.**

(a) **Construction Term.** The construction term of this Agreement shall commence on the Effective Date and continue for six (6) months ("**Construction Term**"). The Construction Term shall end six (6) months after the Effective Date unless before that date Gulf Power notifies City that Gulf Power elects to terminate this Agreement or that the Commercial Operations Date has occurred. For purposes of this Agreement, "**Commercial Operations Date**" shall mean the date on which the Equipment becomes operational as determined by Gulf Power.

(b) **Operating Term.** The "**Operating Term**" of this Agreement shall commence on the day immediately following the last day of the Construction Term, and continue for a term ending on the tenth year (10th) anniversary of the Commercial Operations Date. The Operating Term and the Construction Term are collectively referred to herein as the "**Term**." Gulf Power shall have the right to request renewal of this Agreement for up to three (3) additional five (5) year consecutive terms upon delivering written request to City prior to the expiration of the then current Term. The City may grant renewal or decline renewal, in its sole discretion. In the

event the Term expires on any day other than the last day of the calendar year, the Term shall be automatically extended to expire on December 31 of the final year of the Term.

4. **Installation and Location of Equipment.** From and after the Effective Date, Gulf Power, as well as any permitting, licensing, regulating or approving entity, agency or authority, any utility intending to purchase electricity generated by the Equipment, and the agents, employees, contractors, subcontractors, consultants and representatives of each (collectively, “**Gulf Power Parties**”), have ingress, egress and access to the Premises at all times during the Term, twenty-four (24) hours-a-day, seven (7) days-a-week, for and including to inspect, construct, install, maintain, repair, enlarge, modify, remove, replace, test and operate the Equipment. Gulf Power Parties will use commercially reasonable efforts to minimize any interference with City’s use and operations on the Property. City shall cooperate as necessary with Gulf Power (at no cost to City) in Gulf Power’s efforts to obtain all permits, licenses and approvals necessary for the installation and operation of the Equipment. Except as otherwise expressly set forth herein, Gulf Power shall have no right to access or utilize any other portion of City’s Property other than the Premises. Gulf Power may locate and install the Equipment on the Property as is reasonably necessary in order to achieve optimal solar power generation. Installation of the Equipment shall be in compliance with all applicable laws and ordinances.

5. **Rent.** Gulf Power shall not be charged any rent under this Agreement.

6. **Interference.** During the Term, City shall not directly or indirectly Interfere, or cause or permit to be caused any Interference, with the Equipment. For purposes of this Agreement “**Interfere**” and “**Interference**” shall mean interference with Gulf Power’s use, operation, access, maintenance or repair of the Equipment, or portion thereof, for more than five (5) consecutive days as a result of City’s direct or indirect actions, including without limitation the following:

(a) Placement of any equipment, sign, logo, structure, or improvements on, across, under or over any portion of the Equipment without the prior written consent of Gulf Power, or in a location that interferes with any portion of the Equipment’s exposure to sunlight, as determined by Gulf Power in its sole discretion, which Gulf Power may approve or withhold such consent in its sole and absolute discretion;

(b) Interference in any way with any portion of the Equipment’s ability to generate solar power, as determined by Gulf Power in its sole discretion;

(c) Any portion of the Equipment to become subject to any lien, mortgage, deed of trust, security agreement, mechanics lien or other such encumbrance not caused by Gulf Power, unless the holder of such lien, mortgage, deed of trust, security agreement or other such encumbrance provides Gulf Power with a subordination and non-disturbance agreement or a non-disturbance agreement, in form and substance acceptable to Gulf Power, within thirty (30) days following Gulf Power’s request for same;

(d) Any portion of the Premises to be maintained, altered, modified, repaired, replaced or compromised in such a way that it can no longer support the Equipment or any portion

of the Equipment or the use of any portion the Equipment is impaired, as determined by Gulf Power in its sole discretion;

(e) Disruption with Gulf Power's access to any portion of the Premises; and/or

(f) Sale, transfer, assignment, lease or sublease any portion of the Premises, other than subject to City's obligations under this Agreement.

In the event of that City Interferes or causes Interference, Gulf Power will provide City with a written summary documenting such Interference ("**Interference Notice**"). In the event City is in violation of any of the above-listed items in this section, and such violation continues for fifteen (15) days or more following Gulf Power's delivery of an Interference Notice, then in addition to the rights granted Gulf Power under Section 18 below, Gulf Power may elect to terminate this Agreement immediately upon delivering written notice to City

7. **Intentionally Deleted.**

8. **Maintenance; Repair; Replacement; Reinstallation.**

(a) During the Term, Gulf Power shall, at Gulf Power's sole cost and expense, operate and maintain the Equipment in good working order and in a safe, clean manner.

(b) In the event the Equipment, Premises, or any portion thereof is substantially damaged or destroyed at any time during the Term, Gulf Power (i) shall have the right, but not the obligation, to repair, replace or reinstall the Equipment or any portion thereof, or (ii) may upon written notice given not later than thirty (30) days after the date of such damage or destruction, terminate this Agreement, in which event, any insurance proceeds received by City which have not been used to repair any related damage to the City's Property, shall be paid to Gulf Power.

(c) City shall conduct, or cause to be conducted, all routine and necessary maintenance of the Property and shall ensure that the Property shall remain able to support the Equipment for the duration of the Term. If City has to replace or engage in widespread repair of the paving or other improvements located on or near the Property during the Term, then City shall provide Gulf Power with at least ninety (90) days prior written notice and Gulf Power will coordinate protection of the Equipment with City as appropriate in order to accommodate City's construction schedule.

(d) Gulf Power shall have the right, at Gulf Power's sole cost and expense, to repair, replace or reinstall any affected Equipment on the Property following complete or partial destruction of City's improvements to the Property and/or Gulf Power's Equipment thereon. Following complete destruction of City's improvements to the Premises, City may provide Gulf Power with a mutually acceptable alternative location on or off the Property approved by Gulf Power on which Gulf Power may install the Equipment. If, however, City is unable to provide an alternative location for the Equipment that meets such standard, and Gulf Power does not approve such alternate site, Gulf Power shall have the right, upon written notice to City, to terminate this Agreement. If such new location is acceptable to Gulf Power, **Exhibit B** (and, if necessary, other exhibits) to this Agreement will be amended to reflect the new location of the Property.

(e) Gulf Power shall have the right, in its sole discretion, to remove all or a portion of the Equipment at any time during the Term, and such removal shall not constitute a default or be deemed a termination under this Agreement; provided, however, that Gulf Power, at its own expense, shall restore the Premises into substantially the same condition as the Premises existed prior to the installation of its Equipment.

9. **Taxes.** Gulf Power shall be responsible for the payment of any taxes assessed against its use of the Property.

10. **Insurance.** Gulf Power will maintain at all times during the Term, the insurance designated in this section in accordance with the terms and conditions required by this section. Such policy or policies shall be issued by companies authorized to do business in the State of Florida with a minimum A.M. Best financial rating of “A– VII”.

(a) Commercial General Liability Insurance with limits of Three Million Dollars (\$3,000,000) per occurrence combined single limit for bodily injury and property damage.

(b) Business Automobile Liability Insurance with limits of Two Million Dollars (\$2,000,000) for bodily injury and property damage.

(c) Workers’ Compensation Insurance in compliance with Florida Statutes.

Gulf Power has the right to meet the insurance designated in this section through any combination of self-insurance, primary or excess coverage. Should Gulf Power self-insure, then prior to accessing the Property, Gulf Power will provide City with a letter of such self-insurance which will include a reference to publicly available financial statements and annual reports.

City and Gulf Power, for themselves and their respective insurers, waive any right to assert any claim against the other Party, to the extent such claim is covered by the waiving Party’s insurance. Each Party shall waive all rights of subrogation of their respective insurers.

11. **Indemnification.** Gulf Power shall indemnify City from and against all losses, claims, damages or expenses, including attorneys’ fees, incurred by City in connection with any third party claims for personal injury or death to persons and damage to City’s personal property arising during the Term, to the extent arising from the negligence or willful misconduct of Gulf Power, its agents, employees, representatives, contractors, or sub-contractors up to One Million Dollars (\$1,000,000). City shall indemnify Gulf Power from and against all losses, claims, damages or expenses, including attorneys’ fees, incurred by Gulf Power in connection with any third party claims for personal injury or death to persons and damage to Gulf Power’s personal property arising during the Term, to the extent arising from the negligence or willful misconduct of City, its agents, employees, representatives, contractors, or sub-contractors up to up to the statutory limits provided by Section 768.28, Florida Statutes, if applicable, otherwise up to One Million Dollars (\$1,000,000) if Section 768.28, Florida Statutes is not applicable. In no event shall City or Gulf Power be liable to the other for consequential, special, exemplary, punitive, indirect or incidental losses or damages, nor shall any parent, subsidiary, affiliate or employee of City or Gulf Power have any liability under this Agreement. Neither City nor Gulf Power, nor their



respective insurer, shall, without the prior written consent of the other Party, which consent will not be unreasonably withheld, enter into the settlement or compromise of any claim brought against the indemnified Party which is the subject of indemnification under this Agreement. Notwithstanding the foregoing, this paragraph shall not be construed or interpreted as a waiver of the City's sovereign immunity and the limits established in Section 768.28, Florida Statutes. This section shall survive the expiration or earlier termination of this Agreement.

12. **Equipment to Remain Personal Property of Gulf Power.** The Equipment is and will remain the property of Gulf Power, its successors or assigns, regardless of its use or manner of attachment to the Property. City agrees to execute such further documentation as is reasonably necessary to ensure that the Equipment does not constitute, and is not deemed to be, a fixture attached to the Property. Except as expressly set forth in this Agreement, City will have no right, title, or interest in the Equipment, and no right to purchase or otherwise acquire title to or ownership of the Equipment, and City hereby expressly disclaims any right, title or interest in or to the Equipment, whether arising by lien, by operation of law, or otherwise; subject to the City's right to provide for the public health and welfare through exercise of its municipal police power in accordance with Section 166.021 and Section 166.401, Florida Statutes.

13. **Subordination.** City represents and warrants that the City is prohibited from encumbering the Premises with a mortgage lien on the Property.

14. **Quiet Enjoyment.** City represents and warrants to and covenants with Gulf Power that: (a) City has full right, power and authority to execute this Agreement; (b) City has good and unencumbered title or right of use to the Property free and clear of any liens, mortgages or other encumbrances; (c) City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on City; and (d) all times during the Term, Gulf Power's quiet enjoyment of the Property or any part thereof shall not be disturbed.

15. **Default by Gulf Power.** The happening of any one or more of the following events, upon the expiration of any applicable notice and cure period, shall be events of default under this Agreement: The happening of any one or more of the following events, upon the expiration of any applicable notice and cure period, shall be events of default under this Agreement: the failure of Gulf Power to fully perform any of its covenants under this Agreement within sixty (60) calendar days after Gulf Power receives written notice of such default from City; provided, however, if such default cannot reasonably be cured within such sixty (60) day time period, Gulf Power shall not be deemed in default hereunder if Gulf Power has commenced to cure such default within said sixty (60) day time period and thereafter continues with diligence to complete the cure of such default

16. **City's Remedies.** City's exclusive remedies for events of default by Gulf Power shall be limited to the following:

(a) Upon an event of default as set forth in Section 15(a) above, and after the expiration of the applicable notice and cure period, City may perform, or cause to be performed, on behalf and at the expense of Gulf Power, any or all of the undertakings or obligations as to

which Gulf Power remains in default, in which event Gulf Power will reimburse City for such actual reasonable costs and expenses, within forty-five (45) days following Gulf Power's receipt of City's invoice and supporting documentation. Notwithstanding the preceding sentence, City may not perform any obligation of Gulf Power under Section 8(a) or take any other action that relocates or physically alters any of the Equipment that at the time is in operable condition.

(b) City may exercise any other remedy available at law or in equity except for ejectment, termination or rescission of this Agreement, all of which are expressly excluded.

In any action or proceeding to enforce any of Gulf Power's obligations under this Agreement, City may recover all costs and expenses, including reasonable attorneys' fees, incurred by City in connection with such action or proceeding or any appeal therefrom or review thereof.

17. **Default by City.** The failure of City to fully perform any term, provision, or covenant of this Agreement within sixty (60) calendar days following written notice of such default from Gulf Power; provided, however, that if such default cannot reasonably be cured within such sixty (60) day time period, City shall not be deemed in default hereunder if City has commenced to cure such default within said sixty (60) day time period and thereafter continues with diligence to complete the cure of such default.

18. **Gulf Power's Remedies.** Upon an event of default by City as set forth in Section 17 above, and after the expiration of the applicable notice and cure period, in addition to and not by way of limitation of the exercise by Gulf Power of any and all rights and remedies Gulf Power may have at law or in equity, Gulf Power may: (a) cure the default and be reimbursed by City within thirty (30) days following City's receipt of Gulf Power's invoice and supporting documentation of costs and expenses associated with curing the default; (b) terminate this Agreement; and/or (c) exercise any remedy Gulf Power may have at law or in equity. In any action or proceeding to enforce any of City's obligations under this Agreement, Gulf Power may recover all costs and expenses, including reasonable attorneys' fees, incurred by Gulf Power in connection with such action or proceeding or any appeal therefrom or review thereof.

Notwithstanding the foregoing, in the event that City Interferes or causes Interference with the Equipment of this Agreement, and such Interference is not cured within the fifteen (15) day time period set forth in Section 6 above, in addition to the remedies set forth in this Section 18, City shall also be required to reimburse Gulf Power any and all costs incurred or expended by Gulf Power in connection with the removal of the Equipment from the Premises, together with any and all costs incurred or expended by Gulf Power in connection with either, at Gulf Power's sole option, (i) the disposal of the Equipment, or (ii) the relocation of the Equipment to another part of the Premises, Property or other real property, as applicable, whether or not such replacement real property is owned by City.

19. **Removal.** Upon the expiration or earlier termination of the Term by Gulf Power, Gulf Power shall continue to have the right of reasonable access to the Property in order to remove the Equipment, and repair and restore the affected portions of the Property to substantially the same condition as practical as existed immediately prior to Gulf Power's installation of the Equipment, normal wear and tear excepted, at Gulf Power's sole cost and expense; except as expressly set forth otherwise in Sections 6 and 18 above, where the removal and disposal or

relocation costs of the Equipment, and repair and restoration of the Premises, shall be at City's sole cost and expense.

20. **Tax Credits, Financial Incentives, Sale of Energy.** Installation and operation of the Equipment on the Premises may result in the availability of federal and/or state tax credits, and other financial incentives (collectively hereinafter "**Incentives**"). Gulf Power is and shall be the sole recipient and beneficiary of any and all such Incentives, which shall be distributed, disbursed and/or assigned in Gulf Power's sole discretion. City shall have no right to any Incentives, except as otherwise agreed to in writing by Gulf Power. Furthermore, any and all solar power electricity produced by or relating to the Equipment ("**Energy**"), and the right to utilize same, shall be for the sole benefit of City. Any Energy consumed by City shall not impact City's retail electric bill from Gulf Power. City shall have no right to sell the Energy, or to engage in any "net metering" involving the Energy. In consideration for entering into this Agreement, City shall be billed for the solar power generated by the Equipment on the Premises at the customer's existing rate for the sole and exclusive use of the City at the applicable Premises and is not to be sold or used by any other party or for any other use whatsoever.

21. **Assignment; Leasehold Financing.**

(a) Except as permitted by Section 21(b) below, Gulf Power shall not assign this Agreement or any interest herein without the prior written consent of City. Neither Party will unreasonably withhold, condition or delay its consent to an assignment by the other Party. The terms and conditions of this Agreement will bind and benefit the respective successors and permitted assigns of the Parties. Following any permitted assignment or transfer by operation of law, the terms "City" and "Gulf Power" shall be deemed to refer to the relevant transferee or successor, unless the context clearly indicates that the term refers only to the original Party so identified.

(b) City acknowledges that Gulf Power's interests under this Agreement and in the Equipment are and will be encumbered by Gulf Power's existing mortgage. Additionally, Gulf Power may, upon notice to City, mortgage or grant a security interest in this Agreement and the Equipment, and may assign this Agreement and the Equipment to any of Gulf Power's future mortgagees or holders of security interests, including their successors or assigns (Gulf Power's existing mortgagee and any future Gulf Power mortgagees or security interest holders are collectively referred to herein as the "**Mortgagees**"), and such Mortgagees shall have the right, but not the obligation, to assume Gulf Power's rights and obligations under this Agreement. In such event, City shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. City agrees to notify Gulf Power and Gulf Power's Mortgagees simultaneously of any default by Gulf Power and to give Mortgagees the same right to cure any default as Gulf Power, except that the cure period for any Mortgagees shall not be less than thirty (30) calendar days after receipt of the default notice, as provided in Section 15 above. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Gulf Power.

22. **Intentionally Deleted.**

23. **Notices.** All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the

notifying Party, or officer, agent or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or on the third (3<sup>rd</sup>) business day after posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City Administrator  
City of Pensacola  
222 W. Main Street  
Pensacola, Fl. 32502

To Gulf Power: Gulf Power  
700 Universe Boulevard, CEA/JB  
Juno Beach, Florida 33408  
Attn: Vice President of Corporate Real Estate

With copy to: Gulf Power  
700 Universe Boulevard, LAW/JB  
Juno Beach, Florida 33408  
Attn: General Counsel

The address to which any notice, demand, or other writing may be delivered to any Party as above provided may be changed by written notice given by such Party.

24. **Miscellaneous.**

(a) **Entire Agreement; Modification; Waiver.** All of the representations and obligations of the Parties are contained herein and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing, signed by that Party or a duly authorized agent of that Party empowered by a written authority signed by that Party. The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same Party, or of any other provision or condition of this Agreement. No waiver shall be implied by delay or any other act or omission of either Party.

(b) **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Florida, without regard to its conflict of laws principles. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction in the State of Florida. Venue shall lie in Escambia County, Florida.

(c) **Severability.** Should any provision of this Agreement be held, in a final and un-appealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling.

(d) **Headings and Gender.** All headings in this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

(e) **Authority.** Each Party represents to the other that it has complete authority to enter into this transaction.

(f) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, upon execution of a substantively identical counterpart by each Party, shall be deemed an original, but all of which together shall constitute a single instrument. A facsimile or similar electronic transmission of a counterpart signed by a Party hereto shall be regarded as an original signed by such Party for all purposes.

(g) **Binding Effect.** This Agreement shall bind and benefit the Parties and their respective successors and assigns.

(h) **Publicity; Tours.** The Parties acknowledge that each of them has a legitimate business interest in receiving public recognition of their participation in the transaction contemplated by this Agreement. In order to coordinate the timing, tone and content of any publicity, however, each Party agrees that neither of them shall issue any press release or otherwise publicize the existence or the terms of this Agreement without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed, provided that general advertising that refers to a “partnering” (or other terminology of similar import) of either Party with the other Party for the purposes of any of the transactions contemplated hereby, but does not expressly reference this Agreement or disclose any of the terms hereof, shall not be subject to the provisions of this subsection. The Parties acknowledge that the City is obligated to comply with the provisions of the Florida Public Records Act, Ch. 119, Florida Statutes, and the Sunshine Law, Ch. 286, Florida Statutes. No filing that Gulf Power is required by applicable law to make with any regulatory authority shall, by itself, be deemed to violate the preceding sentence. Gulf Power shall have the right to give site tours of the Equipment on the Premises for visitors and other interested parties.

(i) **Construction.** This Agreement shall not be construed more strictly against one Party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both City and Gulf Power have contributed substantially and materially in the negotiation and preparation of this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits, schedules, addendums or amendments hereto.

(j) **Force Majeure.** City and Gulf Power (except with respect to the payment of any monetary obligation) shall be excused for the period of any delay in the performance of any obligation hereunder when such delay is occasioned by causes beyond its control, including but not limited to work stoppages, boycotts, slowdowns or strikes; shortages of materials, equipment,

labor or energy; unusual weather conditions; or acts or omissions of governmental or political bodies.

(k) **Exhibits.** All of the schedules and exhibits attached to this Agreement (or attached from time to time after the Effective Date) are incorporated in, and made a part of, this Agreement.

(l) **Amendments.** This Agreement may not be changed, altered or modified except by an instrument in writing duly signed by both Parties.

(m) **Calculation of Time Periods.** The Effective Date of this Agreement shall be when it has been signed by the last party to sign same and when it has thereupon been mutually delivered. For purposes of this Agreement, any time period that falls on a Saturday, Sunday or legal holiday under laws of the State in which the Property is located, will be extended to the next business day. The final day of any such period shall be deemed to end at 5:00 p.m., local time where the Property is located.

[Remainder of page intentionally blank; Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**CITY:**

City of Pensacola

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

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

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

**ATTEST:**

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

Approved As To Content:

\_\_\_\_\_  
Department Head

Legal In Form And Execution:

\_\_\_\_\_  
City Attorney

Witness:

**GULF POWER:**

Gulf Power Company,  
a Florida corporation

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

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

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



**EXHIBIT A**

**Description of the Property**

**EXHIBIT B**

**Description of the Premises**



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 20-00394

City Council

8/13/2020

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PUBLIC HEARING FOR THE ANNUAL ASSESSMENT RESOLUTION IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2020 STORMWATER ASSESSMENT ROLL

**RECOMMENDATION:**

That City Council conduct a public hearing on August 13, 2020 to adopt the final assessment resolution imposing stormwater service assessments and approving the 2020 Stormwater Assessment Roll.

**HEARING REQUIRED:** Public

**SUMMARY:**

The City of Pensacola created a stormwater utility fee in 2001 to provide a dedicated funding source for stormwater management costs. To continue to receive stormwater assessment revenue, it is necessary that the City Council conduct an annual public hearing on August 13, 2020 to adopt the annual assessment resolution imposing stormwater service assessments and to approve the 2020 Stormwater Assessment Roll.

Since its inception, the stormwater utility fee has generated over \$39 million in revenue designated exclusively for stormwater management. A billing rate of \$72.24 per equivalent stormwater unit (ESU) billing unit is proposed for 2020, the same rate as 2019.

A summary of the residential and commercial charges is provided below:

2020 Rate Structure:

Residential:

<u>Building Sq. Ft.</u>	<u>2020 Rate</u>
Small 100-1,100	\$31.79
Small-Med 1,100-1,600	\$49.12
Medium 1,601-2,500	\$72.24
Large 2,501-5,600	\$110.53
Very Large 5,601+	Treated as a Commercial Property
Commercial:	

A rate of \$72.24 per 2,998 square feet of impervious area (building footprint, paved parking, etc.) minus appropriate mitigation credit, typically 32%, provided for on-site stormwater retention.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$2,735,000

Actual: \$2,735,000

**FINANCIAL IMPACT:**

The 2020 stormwater assessment program will generate an estimated \$2,735,000 million in revenue for FY2021 stormwater management and improvement projects.

**CITY ATTORNEY REVIEW:** Yes

7/21/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator  
Amy Lovoy, Finance Director  
George J. Maiberger, Purchasing Manager

**ATTACHMENTS:**

- 1) Stormwater Assessment Resolution

**RESOLUTION NO. 2020-25**

**A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of Pensacola, Florida, has enacted Ordinance No. 52-00 (the "Ordinance"), which authorizes the imposition of Stormwater Service Assessments against real property specially benefited by the City's Stormwater Management Services;

**WHEREAS**, the reimposition of a Stormwater Service Assessment is an equitable and efficient method of allocating and apportioning the cost of the City's Stormwater Management Service among parcels of property that are specially benefited thereby;

**WHEREAS**, the City Council desires to reimpose a stormwater service assessment program using the tax bill collection method for the Fiscal Year beginning on October 1, 2020;

**WHEREAS**, in order to reimpose Stormwater Service Assessments for the Fiscal Year beginning October 1, 2020, the Ordinance requires the City Council to adopt an Annual Stormwater Service Assessment Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the updated Stormwater

Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Council deems appropriate, after hearing comments and objections of all interested parties;

**WHEREAS,** the updated Stormwater Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance;

**WHEREAS,** notice of a public hearing has been published and mailed as required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; an affidavit regarding the form of notice mailed being attached hereto as Appendix B and the proof of publication being attached hereto as Appendix A; and

**WHEREAS,** a public hearing has been duly held on August 13, 2020 and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF PENSACOLA, FLORIDA, AS FOLLOWS:**

**SECTION 1. AUTHORITY.** This resolution is adopted pursuant to the Ordinance, the Amended and Restated Initial Assessment Resolution (Resolution No. 18-10), the Amended and Restated Final Assessment Resolution (Resolution No. 36-10), sections 166.021 and 166.041, Florida Statutes, the Charter of the City of Pensacola, Florida, and other applicable provisions of law.

## **SECTION 2. DEFINITIONS.**

(A) This resolution is the Annual Stormwater Assessment Resolution for the imposition of Stormwater Service Assessments.

(B) All capitalized terms in this resolution shall have the meanings defined in the Ordinance, the Amended and Restated Initial Stormwater Service Assessment Resolution, and the Amended and Restated Final Stormwater Service Assessment Resolution.

## **SECTION 3. APPROVAL OF STORMWATER ASSESSMENT ROLL.**

(A) The updated Stormwater Assessment Roll, which is currently on file in the office of the City Clerk and incorporated herein by reference, is hereby approved.

(B) Even though they may not be described in the Stormwater Assessment Roll due to Section 119.071(d), Florida Statutes, the approved Stormwater Assessment Roll includes all parcels of Assessed Property with exempt “home addresses.”

## **SECTION 4. REIMPOSITION OF STORMWATER SERVICE ASSESSMENTS.**

(A) It is hereby ascertained, determined, and declared that each parcel of Assessed Property within the Stormwater Service Area will be specially benefited by the City's Stormwater Management Services in an amount not less than the Stormwater Service Assessment for such Tax Parcel, computed in the manner set forth in the Amended and Restated Initial Assessment Resolution, and set forth in the updated Stormwater Assessment Roll.

(B) Adoption of this Annual Stormwater Service Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance and the Amended and Restated Initial Assessment Resolution from the Stormwater Management Services to be provided and a legislative determination that the Stormwater Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Amended and Restated Initial Assessment Resolution.

(C) The method for computing and apportioning the Stormwater Service Assessments described in the Amended and Restated Initial Assessment Resolution is hereby approved.

(D) In accordance with section 163.3162(3), Florida Statutes, the City is prohibited from charging a Stormwater Service Assessment on certain agricultural property, if such farm operation has a National Pollution Discharge Elimination System Permit, an environmental resource permit, a works-of-the-district permit, or if it has implemented best management practices adopted as rules by the Florida Department of Environmental Protection, the Department of Agricultural and Consumer Services, or an appropriate water management district. Accordingly, any Owner of such agricultural property demonstrating that they meet the outlined requirements shall be exempted from the Stormwater Service Assessment.



(E) For the Fiscal Year beginning October 1, 2020, the estimated Stormwater Service Cost of \$2,838,800.00 shall be allocated among all parcels of Assessed Property, based upon each parcel's number of Net ESUs. An annual rate of assessment equal to \$72.24 per Net ESU is hereby imposed for each Tax Parcel of Developed Property. Stormwater Service Assessments for Stormwater Management Services in the amounts set forth in the updated Stormwater Assessment Roll, as herein approved, are hereby levied and imposed on all Tax Parcels of Assessed Property described in the Stormwater Assessment Roll for the Fiscal Year beginning October 1, 2020.

(F) The Stormwater Service Assessments shall constitute a lien upon the Tax Parcels so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for the Stormwater Service Assessments shall be deemed perfected upon adoption by the City Council of this Annual Rate Resolution and shall attach to the property included on the Stormwater Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(G) As authorized in the Ordinance, interim Stormwater Service Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of this Annual Stormwater Service Assessment Resolution based upon the rates of assessment approved herein.

**SECTION 5. COLLECTION OF STORMWATER SERVICE ASSESSMENTS.**

(A) The Stormwater Service Assessments shall be collected from all Assessed Property, except Government Property, pursuant to the Uniform Assessment Collection Act. The Stormwater Utility Director is hereby authorized and directed to certify and deliver or cause the certification and delivery of the Stormwater Service Assessment Roll to the Tax Collector by September 15, in the manner prescribed by section 197.3632, Florida Statutes. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

(B) The Stormwater Service Assessments shall be collected from all Government Property in accordance with Section 4.04 of the Ordinance. The Council hereby directs the Stormwater Utility Director to mail said bills no later than November 1, 2020.

**SECTION 6. EFFECT OF ADOPTION OF RESOLUTION.** The adoption of this Annual Stormwater Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the Stormwater Assessment Roll and the levy and lien of the Stormwater Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Stormwater Assessment Resolution.

**SECTION 7. EFFECTIVE DATE.** 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.

**DULY ADOPTED** this 13th day of August, 2020.

**CITY OF PENSACOLA, FLORIDA**

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Jewel Cannada-Wynn  
President of the City Council

ATTEST:

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Ericka L. Burnett  
City Clerk

## **APPENDIX A**

### **PROOF OF PUBLICATION**

## **APPENDIX B**

### **AFFIDAVIT OF MAILING**

## **AFFIDAVIT OF MAILING**

BEFORE ME, the undersigned authority, personally appeared Grover C. Robinson, IV, and Tammy Peters, who, after being duly sworn, depose and say:

1. Grover C. Robinson, IV, as Mayor of the City of Pensacola, Florida ("City"), pursuant to the authority and direction received from the City Council, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with the Stormwater Utility Ordinance adopted by the City Council on November 16, 2000 (the "Ordinance").

2. Tammy Peters, is Office Manager for Government Services Group, Inc. ("GSG"). GSG has caused the notices required by the Ordinance to be prepared in conformance with the Amended and Restated Initial Assessment Resolution. An exemplary form of such notice is attached hereto. GSG has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written

objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before July 23, 2020, GSG caused the mailing of the above-referenced notices in accordance with the Ordinance and the Amended and Restated Initial Assessment Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Escambia County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANTS SAYETH NOT.

\_\_\_\_\_  
Grover C. Robinson, IV, affiant

\_\_\_\_\_  
Tammy Peters, affiant

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020 by Grover C. Robinson, IV, Mayor, City of Pensacola, Florida. He is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public, State of Florida  
At Large  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Tammy Peters, Office Manager, Government Services Group, Inc., a Florida corporation. She is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public, State of Florida  
At Large  
My Commission Expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_



**APPENDIX C**

**FORM OF CERTIFICATE TO  
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE  
TO  
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Mayor of the City of Pensacola, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for stormwater management services (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Escambia County Tax Collector by September 15, 2020.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Escambia County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF PENSACOLA, FLORIDA

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

[to be delivered to Tax Collector prior to September 15]

PENSACOLA  
**News Journal**  
 pnj.co

CITY PURCHASING LEGAL AD  
 222 WEST MAIN ST  
 PENSACOLA FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida  
 County of Escambia:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

PUBLIC NOTICE

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

7/23/2020

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

Sworn to and Subscribed before me this 23rd of July 2020, by legal clerk who is personally known to me.

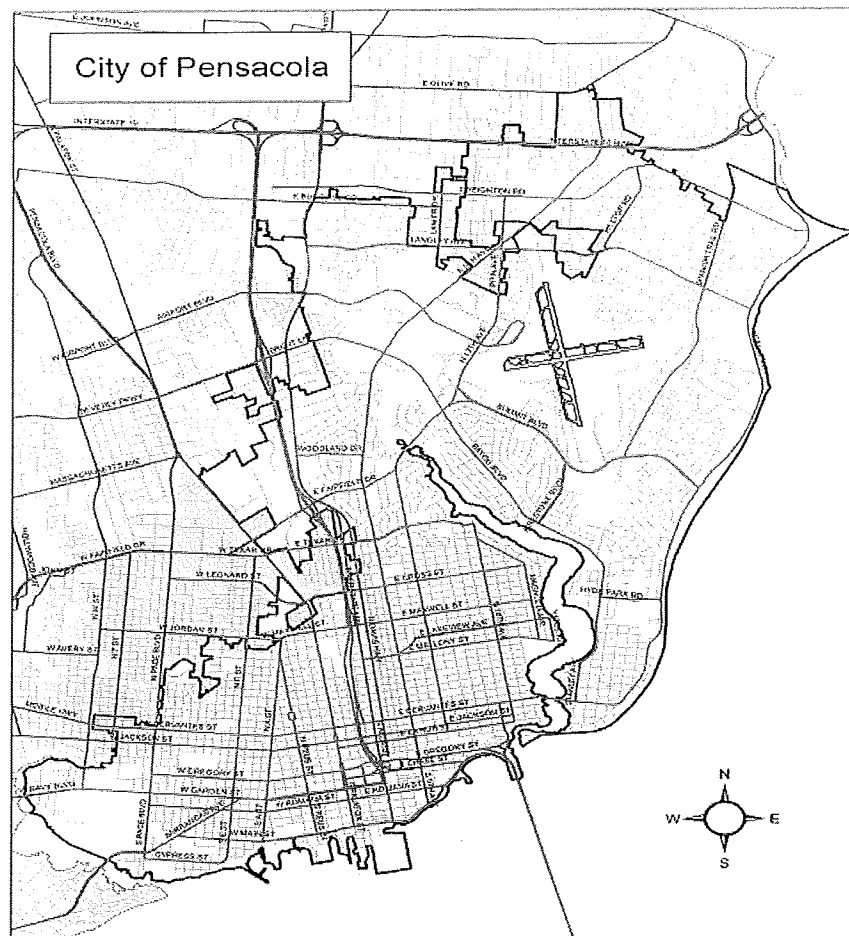
Affiant

Notary Public State of Wisconsin, County of Brown

My commission expires

Publication Cost: \$371.14  
 Ad No: GCI0450395  
 Customer No: 26626600

SHELLY HORA  
 Notary Public  
 State of Wisconsin



## NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS

Notice is hereby given that the City Council of the City of Pensacola, Florida, will conduct a public hearing to consider reimposing Stormwater Service Assessments in the area receiving Stormwater Management Service from the City, as shown above, for the fiscal year beginning October 1, 2020 and future fiscal years. The hearing will be held at 5:30 p.m. on Thursday, August 13, 2020 in the City Council Chambers in City Hall, 222 West Main Street, Pensacola, Florida.

Due to the current public health emergency related to COVID-19, in the event the City is required or authorized to hold this public hearing virtually through communications media technology in lieu of an in-person meeting, information on this public hearing and a link to participate in this virtual public hearing will be available the day of the public hearing on the City of Pensacola's City Council Agenda page: <https://www.cityofpensacola.com/ccinput>. If you have any questions, please call the City Clerk's Office at (850) 435-1606.

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 (850) 435-1606 (or TDD 435-1666) for further information. The request must be made at least 48 hours in advance of the event in order to allow the City time to provide requested services. All affected property owners have a right to appear at the hearing and to file written objections with the City Council. All written objections to the non-ad valorem assessments must be filed with the City Council of Pensacola within twenty (20) days of this notice. Please include your name, parcel number, and the reason you object to the assessment on all written objections. Address all written objections as follows: The Purchasing Office; Objections to Non-ad Valorem Assessment; Post Office Box 12910, Pensacola, Florida 32521. Any person wishing to appeal any decision of the City Council with respect to any matter considered will need a record of the proceedings and may wish to ensure that a verbatim record of the proceedings is made.

The Stormwater Service Assessments have been imposed to fund the City's cost to provide Stormwater Management Service in the area shown above. The Stormwater Service Assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. The City has determined that the median single-family residence in the Stormwater Service Area includes 2,998 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value." The annual Stormwater Service Assessment rate for the upcoming Fiscal Year will be \$72.24 for each Net ESU.

Generally, the number of ESUs were calculated individually for each parcel of property by dividing the impervious surface area by 2,998 square feet. Credit for privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff has also been applied, resulting in an assignment of Net ESUs. A more specific description is set forth in the Amended and Restated Initial Stormwater Assessment Resolution adopted by the City Council on July 22, 2010. Copies of the Stormwater Services Assessment Ordinance (Ordinance No. 52-00), Amended and Restated Initial Assessment Resolution (Resolution No. 18-10), Amended and Restated Final Assessment Resolution (Resolution No. 36-10), and the preliminary assessment roll are available for inspection at the Office of the City Clerk, 222 West Main Street, 7th Floor, Pensacola, Florida.

The Stormwater Service Assessment, except for those imposed on government property, will be collected on the annual property ad valorem tax bill that is mailed in November by the Escambia County Tax Collector. Failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title.

If you have any questions, please contact Customer Service at (850) 435-1800.

THE CITY OF PENSACOLA, FLORIDA



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 2020-25

City Council

8/13/2020

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

ADOPTION OF RESOLUTION NO. 2020-25 IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2020 STORMWATER ASSESSMENT ROLL

**RECOMMENDATION:**

That City Council adopt Resolution No. 2020-25.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** Public

**SUMMARY:**

The City of Pensacola created a stormwater utility fee in 2001 to provide a dedicated funding source for stormwater management costs. To continue to receive stormwater assessment revenue, it is necessary that the City Council conduct an annual public hearing on August 13, 2020 to adopt the annual assessment resolution imposing stormwater service assessments and to approve the 2020 Stormwater Assessment Roll.

Since its inception, the stormwater utility fee has generated over \$39 million in revenue designated exclusively for stormwater management. A billing rate of \$72.24 per equivalent stormwater unit (ESU) billing unit is proposed for 2020, the same rate as 2019.

A summary of the residential and commercial charges is provided below:

231

## 2020 Rate Structure:

## Residential:

<u>Building Sq. Ft.</u>	<u>2020 Rate</u>
Small 100-1,100	\$31.79
Small-Med 1,100-1,600	\$49.12
Medium 1,601-2,500	\$72.24
Large 2,501-5,600	\$110.53
Very Large 5,601+	Treated as a Commercial Property

## Commercial:

A rate of \$72.24 per 2,998 square feet of impervious area (building footprint, paved parking, etc.) minus appropriate mitigation credit, typically 32%, provided for on-site stormwater retention.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$2,735,000

Actual: \$2,735,000

**FINANCIAL IMPACT:**

The 2020 stormwater assessment program will generate an estimated \$2,735,000 million in revenue for FY2021 stormwater management and improvement projects.

**CITY ATTORNEY REVIEW: Yes**

7/23/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator  
Amy Lovoy, Finance Director  
George J. Maiberger, Purchasing Manager

**ATTACHMENTS:**

- 1) Resolution No. 2020-25

**RESOLUTION NO. 2020-25**

**A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of Pensacola, Florida, has enacted Ordinance No. 52-00 (the "Ordinance"), which authorizes the imposition of Stormwater Service Assessments against real property specially benefited by the City's Stormwater Management Services;

**WHEREAS**, the reimposition of a Stormwater Service Assessment is an equitable and efficient method of allocating and apportioning the cost of the City's Stormwater Management Service among parcels of property that are specially benefited thereby;

**WHEREAS**, the City Council desires to reimpose a stormwater service assessment program using the tax bill collection method for the Fiscal Year beginning on October 1, 2020;

**WHEREAS**, in order to reimpose Stormwater Service Assessments for the Fiscal Year beginning October 1, 2020, the Ordinance requires the City Council to adopt an Annual Stormwater Service Assessment Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the updated Stormwater

Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Council deems appropriate, after hearing comments and objections of all interested parties;

**WHEREAS,** the updated Stormwater Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance;

**WHEREAS,** notice of a public hearing has been published and mailed as required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; an affidavit regarding the form of notice mailed being attached hereto as Appendix B and the proof of publication being attached hereto as Appendix A; and

**WHEREAS,** a public hearing has been duly held on August 13, 2020 and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF PENSACOLA, FLORIDA, AS FOLLOWS:**

**SECTION 1. AUTHORITY.** This resolution is adopted pursuant to the Ordinance, the Amended and Restated Initial Assessment Resolution (Resolution No. 18-10), the Amended and Restated Final Assessment Resolution (Resolution No. 36-10), sections 166.021 and 166.041, Florida Statutes, the Charter of the City of Pensacola, Florida, and other applicable provisions of law.



## **SECTION 2. DEFINITIONS.**

(A) This resolution is the Annual Stormwater Assessment Resolution for the imposition of Stormwater Service Assessments.

(B) All capitalized terms in this resolution shall have the meanings defined in the Ordinance, the Amended and Restated Initial Stormwater Service Assessment Resolution, and the Amended and Restated Final Stormwater Service Assessment Resolution.

## **SECTION 3. APPROVAL OF STORMWATER ASSESSMENT ROLL.**

(A) The updated Stormwater Assessment Roll, which is currently on file in the office of the City Clerk and incorporated herein by reference, is hereby approved.

(B) Even though they may not be described in the Stormwater Assessment Roll due to Section 119.071(d), Florida Statutes, the approved Stormwater Assessment Roll includes all parcels of Assessed Property with exempt “home addresses.”

## **SECTION 4. REIMPOSITION OF STORMWATER SERVICE ASSESSMENTS.**

(A) It is hereby ascertained, determined, and declared that each parcel of Assessed Property within the Stormwater Service Area will be specially benefited by the City's Stormwater Management Services in an amount not less than the Stormwater Service Assessment for such Tax Parcel, computed in the manner set forth in the Amended and Restated Initial Assessment Resolution, and set forth in the updated Stormwater Assessment Roll.

(B) Adoption of this Annual Stormwater Service Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance and the Amended and Restated Initial Assessment Resolution from the Stormwater Management Services to be provided and a legislative determination that the Stormwater Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Amended and Restated Initial Assessment Resolution.

(C) The method for computing and apportioning the Stormwater Service Assessments described in the Amended and Restated Initial Assessment Resolution is hereby approved.

(D) In accordance with section 163.3162(3), Florida Statutes, the City is prohibited from charging a Stormwater Service Assessment on certain agricultural property, if such farm operation has a National Pollution Discharge Elimination System Permit, an environmental resource permit, a works-of-the-district permit, or if it has implemented best management practices adopted as rules by the Florida Department of Environmental Protection, the Department of Agricultural and Consumer Services, or an appropriate water management district. Accordingly, any Owner of such agricultural property demonstrating that they meet the outlined requirements shall be exempted from the Stormwater Service Assessment.

(E) For the Fiscal Year beginning October 1, 2020, the estimated Stormwater Service Cost of \$2,838,800.00 shall be allocated among all parcels of Assessed Property, based upon each parcel's number of Net ESUs. An annual rate of assessment equal to \$72.24 per Net ESU is hereby imposed for each Tax Parcel of Developed Property. Stormwater Service Assessments for Stormwater Management Services in the amounts set forth in the updated Stormwater Assessment Roll, as herein approved, are hereby levied and imposed on all Tax Parcels of Assessed Property described in the Stormwater Assessment Roll for the Fiscal Year beginning October 1, 2020.

(F) The Stormwater Service Assessments shall constitute a lien upon the Tax Parcels so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for the Stormwater Service Assessments shall be deemed perfected upon adoption by the City Council of this Annual Rate Resolution and shall attach to the property included on the Stormwater Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(G) As authorized in the Ordinance, interim Stormwater Service Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of this Annual Stormwater Service Assessment Resolution based upon the rates of assessment approved herein.

**SECTION 5. COLLECTION OF STORMWATER SERVICE ASSESSMENTS.**

(A) The Stormwater Service Assessments shall be collected from all Assessed Property, except Government Property, pursuant to the Uniform Assessment Collection Act. The Stormwater Utility Director is hereby authorized and directed to certify and deliver or cause the certification and delivery of the Stormwater Service Assessment Roll to the Tax Collector by September 15, in the manner prescribed by section 197.3632, Florida Statutes. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

(B) The Stormwater Service Assessments shall be collected from all Government Property in accordance with Section 4.04 of the Ordinance. The Council hereby directs the Stormwater Utility Director to mail said bills no later than November 1, 2020.

**SECTION 6. EFFECT OF ADOPTION OF RESOLUTION.** The adoption of this Annual Stormwater Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the Stormwater Assessment Roll and the levy and lien of the Stormwater Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Stormwater Assessment Resolution.

**SECTION 7. EFFECTIVE DATE.** 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.

**DULY ADOPTED** this 13th day of August, 2020.

**CITY OF PENSACOLA, FLORIDA**

---

Jewel Cannada-Wynn  
President of the City Council

ATTEST:

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Ericka L. Burnett  
City Clerk

## **APPENDIX A**

### **PROOF OF PUBLICATION**

PENSACOLA  
**News Journal**  
 pnj.co

CITY PURCHASING LEGAL AD  
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PUBLIC NOTICE

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Sworn to and Subscribed before me this 23rd of July 2020, by legal clerk who is personally known to me.

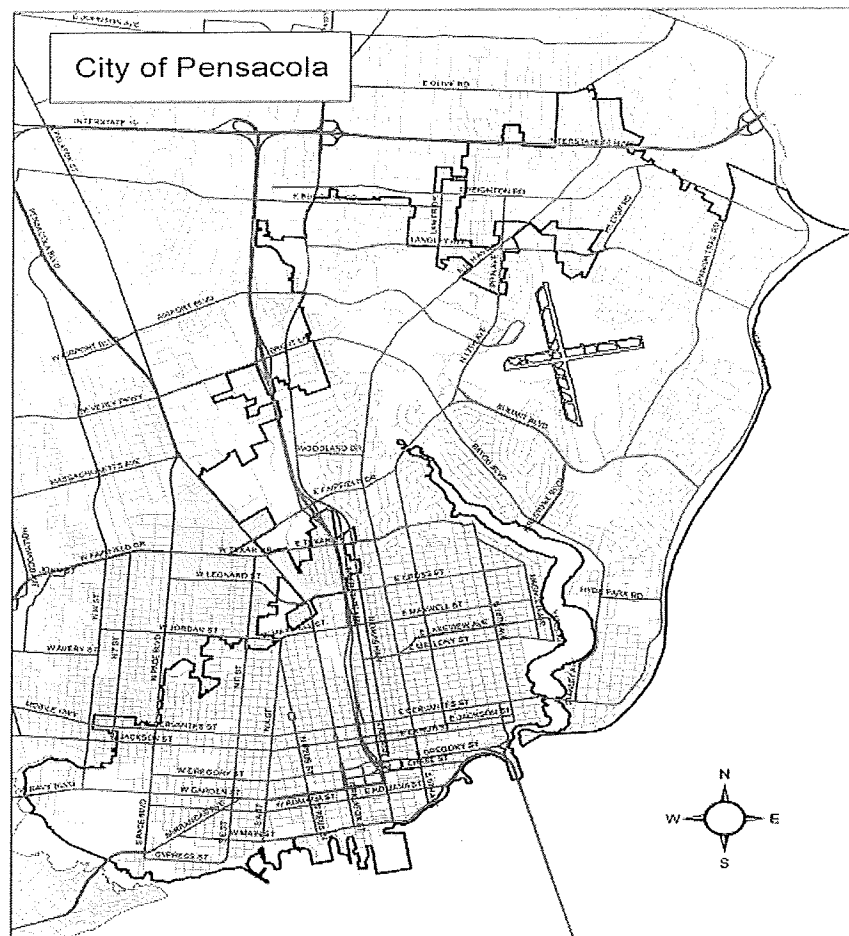
Affiant

Notary Public State of Wisconsin, County of Brown

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Publication Cost: \$371.14  
 Ad No: GCI0450395  
 Customer No: 26626600

SHELLY HORA  
 Notary Public  
 State of Wisconsin



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If you have any questions, please contact Customer Service at (850) 435-1800.

THE CITY OF PENSACOLA, FLORIDA



## **APPENDIX B**

### **AFFIDAVIT OF MAILING**

## **AFFIDAVIT OF MAILING**

BEFORE ME, the undersigned authority, personally appeared Grover C. Robinson, IV, and Tammy Peters, who, after being duly sworn, depose and say:

1. Grover C. Robinson, IV, as Mayor of the City of Pensacola, Florida ("City"), pursuant to the authority and direction received from the City Council, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with the Stormwater Utility Ordinance adopted by the City Council on November 16, 2000 (the "Ordinance").

2. Tammy Peters, is Office Manager for Government Services Group, Inc. ("GSG"). GSG has caused the notices required by the Ordinance to be prepared in conformance with the Amended and Restated Initial Assessment Resolution. An exemplary form of such notice is attached hereto. GSG has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written

objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before July 23, 2020, GSG caused the mailing of the above-referenced notices in accordance with the Ordinance and the Amended and Restated Initial Assessment Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Escambia County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANTS SAYETH NOT.

\_\_\_\_\_  
Grover C. Robinson, IV, affiant

\_\_\_\_\_  
Tammy Peters, affiant

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020 by Grover C. Robinson, IV, Mayor, City of Pensacola, Florida. He is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public, State of Florida  
At Large  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Tammy Peters, Office Manager, Government Services Group, Inc., a Florida corporation. She is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public, State of Florida  
At Large  
My Commission Expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_

**APPENDIX C**

**FORM OF CERTIFICATE TO  
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE  
TO  
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Mayor of the City of Pensacola, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for stormwater management services (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Escambia County Tax Collector by September 15, 2020.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Escambia County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF PENSACOLA, FLORIDA

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

[to be delivered to Tax Collector prior to September 15]



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00399

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PUBLIC HEARING: REQUEST TO VACATE RIGHT OF WAY - 310 BAY BOULEVARD AND 306 BAY BOULEVARD

**RECOMMENDATION:**

That City Council conduct a public hearing on August 13, 2020, to consider the request to vacate a 20' portion of Bay Boulevard adjacent to property located at 310 Bay Boulevard and 306 Bay Boulevard.

**HEARING REQUIRED:** Public

**SUMMARY:**

The City has received a request from Mary Catherine and Louis E. Harper III for a Vacation of Right-of-Way (ROW) of Bay Boulevard (a 20' right-of-way) on 310 Bay Boulevard (Lots 6, 7 and 8, Block 3, East Pensacola) and 306 Bay Boulevard (East half of Lot 3 and all of Lots 4 and 5). The applicant has stated the ROW is no longer needed as a public thoroughfare in that it does not provide access to any other public road or ROW and that it terminates on Lot 7, Block 3.

On July 14, 2020 the Planning Board voted 4 to 1 to recommend approval of the request.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

7/23/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

Sherry Morris, AICP, Planning Services Director

**ATTACHMENTS:**

- 1) Vacation of Right of Way Application
- 2) Planning Board Minutes July 14 2020 DRAFT
- 3) Proposed Ordinance No. 39-20

**PRESENTATION:** No



## VACATION OF ALLEY OR STREET RIGHT OF WAY

Fee: \$2,000.00

Rehearing/Rescheduling Planning Board: \$250.00

Rehearing/Rescheduling City Council: \$500.00

Amended Petition



### Applicant Information:

Name: Mary Catherine and Louis Harper III

Address: c/o Harper Law, P.A., 25 W. Cedar Street, Suite 430, Pensacola, FL 32502

Phone: 850 382 7085

Fax: 850 435 4435

Email: bo@harpertlawpa.com

### Property Information:

Owner Name: Mary Catherine Harper and Louis Harper III

Location/Address: 310 Bay Boulevard, Pensacola, FL 32503

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

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

See attached

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

Signature of Applicant  
(Owner of Property or Official Representative of Owner)

Date

4/20/2020

*Mary Catherine Harper* *Mary Catherine Harper 4/20/20*

### FOR OFFICE USE ONLY

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

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

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

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

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

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

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

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

#### Sec. 12-12-4. Vacation of Streets, alleys

This section is established to provide for the vacation of streets, alleys or other public rights-of-way by official action of the city council.

(A) *Application.* An application for vacation of streets, alleys or other public right-of-way shall be filed with the community development department and shall include the reason for vacation and a legal description of the property to be vacated. Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. If all property owners do not sign the petition requesting such alley vacation, city staff shall determine the portion of the alley to be vacated.

- (1) An application for vacation of streets, alleys or other public right-of-way must be submitted to the community development department at least twenty-one (21) days prior to the regularly scheduled meeting of the planning board.
- (2) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
- (3) No application shall be considered complete until all of the following have been submitted:
  - (a) The application shall be submitted on a form provided by the board secretary.
  - (b) Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
    1. Accurate site plan drawn to scale;
    2. A legal description of the property proposed to be vacated;
    3. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
    4. Reason for vacation request;
    5. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.
  - (c) The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.
  - (d) Any party may appear in person, by agent, or by attorney.
  - (e) Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

(B) *Planning board review and recommendation.* The community development department will distribute copies of the request to vacate to the appropriate city departments and public agencies for review and comment. Said departments shall submit written recommendations of approval, disapproval or suggested revisions, and reasons therefore, to the city planning department. The planning board shall review the vacation request and make a recommendation to the city council at a regularly scheduled planning board meeting.

- (1) Public notice for vacation of streets, alleys.

- (a) A sign shall be prominently posted on the property to which the application pertains at least seven (7) days prior to the scheduled board meeting.
- (b) The community development department shall notify property owners within a three hundred (300) radius, as identified by the current Escambia County tax roll maps, of the property proposed for vacation with a public notice by post card at least five (5) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.

(C) *City council review and action.* The planning board recommendation shall be forwarded to the city council for review and action.

- (1) *Notice and hearing.* The city council shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting. Planning staff shall post a sign specifying the date and time of the public hearing at least seven (7) days prior to the hearing. A public notice shall be published in a local newspaper of general distribution stating the time, place and purpose of the hearing at least ten (10) days prior to the public hearing. The community development department shall notify property owners by certified mail, as identified by the current Escambia County tax roll, at least fifteen (15) days prior to the city council public hearing
  - (a) In case of an alley vacation request all adjacent owners shall be notified.
  - (b) In the case of a street vacation request, all property owners within three hundred feet (300') of the request shall be notified.
- (2) *Action.* The city council shall approve, approve with modifications, or deny the vacation request at the council public hearing. If the request is approved by the council, an ordinance will be drawn and read two (2) times following the public hearing, at which time the vacation becomes effective.

# HARPER LAW, P.A.

---

25 WEST CEDAR STREET, SUITE 430  
PENSACOLA, FLORIDA 32502

**LOUIS E. "BO" HARPER III**  
bo@harperlawpa.com  
Licensed in Florida, Alabama & Georgia

Ph: (850) 435-4435  
Fax: (850) 435-4436  
HarperLawPA.com

April 20, 2020

***Via U.S. Mail***

City of Pensacola Planning Division  
222 West Main Street, 5<sup>th</sup> Floor, City Hall  
Pensacola, Florida 32502

Re: Amended Petition for vacation of right-of-way over East half of Lot 3 and  
Lots 4, 5, 6, and 7, Block 3, East Pensacola (310 Bay Boulevard, Pensacola,  
Florida 32503)

Dear City of Pensacola Planning Division:

Enclosed herewith you will find the Amended Vacation of Right of Way Petition submitted by myself, Louis E. Harper III, and Mary Catherine Harper regarding 310 Bay Boulevard, Pensacola, Florida 32503.

It is an Amended Petition, because we also seek to vacate that portion of Bay Boulevard lying over our neighbors' property located at 306 Bay Boulevard.

David Ranney and Sophronia F. Ranney are the owners of 306 Bay Boulevard, which is described as the East half of Lot 3 and all of Lots 4 and 5, Block 3 to the portion of the right of way to be vacated.

David Ranney and Sophronia F. Ranney, as shown below, have consented to the vacation of Bay Boulevard lying across the property located at 310 Bay Boulevard and 306 Bay Boulevard (their own property).

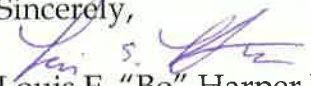
David Ranney and Sophronia F. Ranney have reviewed the original petition for vacation of Bay Boulevard across 310 Bay Boulevard and consent to the relief sought therein. Further, by their signatures below, David Ranney and Sophronia F. Ranney consent to the vacation of Bay Boulevard across the East half of Lot 3 and all of Lots 4 and 5, Block 3, East Pensacola, Plat Book DB 77, Page 520.

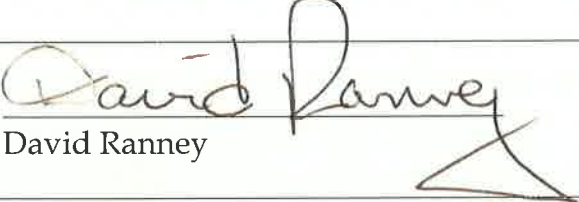
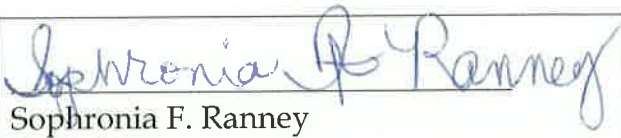
Accordingly, the following is the proposed legal description of the right-of-way to be vacated:

That portion of Bay Boulevard right-of-way which lies within twenty feet (20') of the East half of Lot 3, and Lots 4, 5, 6, and 7, Block 3, East Pensacola, a subdivision of a portion of Section 5, Township 2 South, Range 29 West, in the City of Pensacola, Escambia County, Florida, according to the Revised Map of East Pensacola, drawn by J.E. Kauser in January, 1893 and recorded in Deed Book 77, Page 520, of the Public Records of Escambia County, Florida.

Thank you for your attention to this matter.

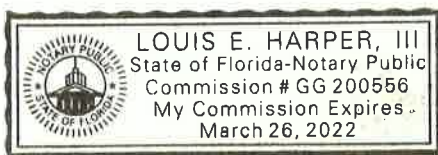
Sincerely,

  
Louis E. "Bo" Harper III

 David Ranney	 Sophronia F. Ranney
--	---

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20<sup>th</sup> day of April, 2020 by David Ranney and Sophronia F. Ranney, who ☒ are personally known or ☐ have produced \_\_\_\_\_ as identification.



  
Notary Public [Seal]

Louis F. Harper III  
Print Name

3/26/2022  
My Commission Expires



PROPOSED  
ORDINANCE NO. 23-89

ORDINANCE NO. 25-88

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING  
PORTIONS OF BAY BOULEVARD IN PENSACOLA, ESCAMBIA  
COUNTY, STATE OF FLORIDA; RETAINING INTERSECTING  
STREETS; RESERVING AN EASEMENT FOR PUBLIC  
UTILITIES; REPEALING CLAUSE AND EFFECTIVE DATE.

WHEREAS, a public hearing was held on May 12, 1988,  
concerning the proposed vacation of portions of Bay Boulevard  
right-of-way, East Pensacola Subdivision, Pensacola, Escambia  
County, Florida; and

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That those portions of the Bay Boulevard  
right-of-way between Perry Avenue and Blount Street (11th Street),  
East Pensacola Subdivision, are hereby closed, discontinued, vacated  
and forever abandoned by the City of Pensacola as public  
thoroughfares.

SECTION 2. Provided, however, that portion of the  
right-of-way described in Section 1 which lies within twenty feet  
(20') of Lots 1 through 7, inclusive, Block 3, East Pensacola, that  
portion of the right-of-way described in Section 1 which lies  
adjacent to Lots 1 through 12, inclusive, Block 12, East Pensacola,  
and those portions of the right-of-way described in Section 1 which  
intersect with intersecting streets are excepted from the operation  
of Section 1 and are retained as public rights-of-way.

SECTION 3. That the owners of the abutting property be,  
and they are hereby authorized to acquire possession of the  
right-of-way more particularly described in Section 1, excluding  
those portions described in Section 2, and the City of Pensacola  
does hereby abandon all claim of right, if any it has, in said  
property, and it shall remain and be the property of the abutting  
property owners.

SECTION 4. That, notwithstanding the foregoing sections,  
the City of Pensacola reserves for itself, its successors and  
assigns, the Escambia County Utilities Authority, and Gulf Power  
Company, a full width utility easement in the entire portion of the  
Bay Boulevard right-of-way vacated hereby for the purpose of  
locating and maintaining public utilities.

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

SECTION 6. This ordinance shall take effect immediately  
upon its passage by the City Council.

Passed: June 30, 1988

Approved: s/ Vince Whibbs

Mayor

Attest:

s/ Shirley F. Law  
City Clerk

Legal in form and valid if  
enacted:

s/ Don J. Caton  
City Attorney

I DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING  
IS A TRUE AND CORRECT COPY OF THE ORIGINAL  
THEREOF IN THE CITY CLERK'S OFFICE. WITNESSED BY MY HAND  
AND THE CORPORATE SEAL OF THE CITY OF PENSACOLA  
FLORIDA THIS 30th DAY OF June 1988  
Shirley F. Law  
CITY CLERK OF THE  
CITY OF PENSACOLA, FLORIDA

Prepared by:  
Louis E. Harper III  
Harper Law, P.A.  
25 West Cedar Street, Suite 430  
Pensacola, Florida 32502

**WARRANTY DEED**

**THIS WARRANTY DEED** made effective the January 24, 2020, by Gail E. Sasnett-Stauffer, a/k/a Gail E. Sasnett, an un-remarried widow, whose mailing address is 6519 SW 37th Way, Gainesville, FL 32608, (herein "Grantor") (whether singular or plural), to Louis E. Harper III and Mary Catherine Harper, husband and wife, whose mailing address is 303 Chipley Avenue, Pensacola, Florida 32503 (herein collectively "Grantee") (whether singular or plural).

**WITNESSETH:** that the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt of which is acknowledged, grants, sells, and conveys unto the Grantee, the following described real property, situate, lying and being in Escambia County, State of Florida, to-wit:

**Lots 6, 7, 8, 25, 26 and 27, Block 3, EAST PENSACOLA, a Subdivision of a portion of Section 5, Township 2 South, Range 29 West, in the City of Pensacola, Escambia County, Florida, according to the Revised Map of East Pensacola, drawn by J.E. Kauser in January, 1893 and recorded in Deed Book 77, page 520, of the Public Records of Escambia County, Florida ✓**

together with all interest in the vacated alley in Block 3 of said East Pensacola owned by ELVA L. SASNETT or said trust at the time of her death pursuant to Ordinance No. 15-95, City of Pensacola, passed April 13, 1995, vacating said alley.

Also together with all interest in those portions of Bay Boulevard owned by ELVA L. SASNETT or said trust as described above pursuant to ordinance vacating portions of Bay Boulevard between Perry Avenue and Blount Street (11<sup>th</sup> Street), East Pensacola, as closed by Ordinance No. 25-88 of the City of Pensacola, passed June 30, 1988, recorded in Official Records Book 2582 at page 007 of the public records of Escambia County, Florida.

**Parcel Identification Number: 052S295905025003 and Parcel Identification Number: 052S295905006003**

The above property being one and the same as the property being described in Trustee's Deed dated May 12, 2006, recorded June 13, 2006 in Official Records Book 5927, Page (s) 134, of the Public Records of Escambia County, Florida.

**THIS CONVEYANCE IS SUBJECT TO** covenants, conditions, restrictions, reservations, limitations, easements, encumbrances, and agreements of record, if any, but this provision shall not operate to re-impose same; taxes and assessments for the year 2020 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

**TOGETHER** with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, free from all exemptions and right of homestead. The land described herein **IS NOT** the homestead of the Grantor and neither the Grantor nor the Grantor's spouse (if applicable), nor anyone for whose support the Grantor is responsible, resides on or adjacent to said land.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, in fee simple forever.

AND the Grantor covenants with the Grantee that the Grantor is lawfully seized of an indefeasible estate in fee simple in said property; that the Grantor has good right and authority to sell and convey the property; that the Grantor fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

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

Signed, sealed and delivered

in the presence of:

Becky L Howell  
Signature of Witness

Gail E. Sasnett-Stauffer a/k/a Gail E. Sasnett  
Gail E. Sasnett-Stauffer a/k/a Gail E. Sasnett

Becky L Howell  
Printed Name of Witness

[Signature]  
Signature of Witness  
Meagan Smith  
Printed Name of Witness

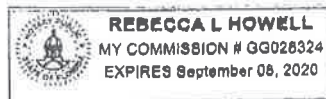
State of Florida

County of Escambia

The foregoing instrument was acknowledged before me this 24th day of January, 2020 by Gail E. Sasnett-Stauffer a/k/a Gail E. Sasnett, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Rebecca L Howell  
Notary Public



Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



PREPARED BY:  
Rollin D. Davis, Jr.  
OF BUREAU FLEMING, DAVIS & FLEMING  
201 FLORENCE AVENUE, TOWNSHIP  
PENSACOLA, FLORIDA

S.F.D. & M. File No. D 900-Ranney

State of Florida,

# WARRANTY DEED

Escambia County

306 Bay Blvd. - Pensacola, Florida 32503  
Grantees' Address

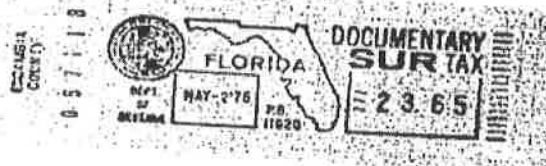
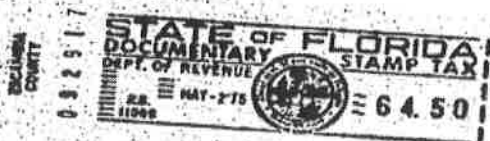
\$4.00 REG. FEE  
\$4.50 ST. STAMP  
23.65 BUNTAK  
92.15 TOTAL

TIME 896 PAGE 79

Know All Men by These Presents: That we, Jack W. Bowden and Evelyn S. Bowden, husband and wife,

for and in consideration of one dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, do bargain, sell, convey, and grant to David Ranney and Sophronia F. Ranney, husband and wife, their heirs, executors, administrators, successors and assigns, forever, the real property in Escambia County, Florida, described as:

Lots 4, 5, and the East half of Lot 3, Block 3, East Pensacola, a subdivision of a portion of Section 5, Township 2 South, Range 29 West, City of Pensacola, Escambia County, Florida, as shown according to the revised map of East Pensacola, drawn by J. E. Kauser in January 1893 and recorded in Deed Book 77, Page 520, of the records of said County, ALSO including the South 10 feet of the alley adjoining the property on the North lying between a Northerly extension of the side lot lines.



Subject to taxes for current year and to valid encumbrances and restrictions of record affecting the above property, if any, which are not hereby relinquished.

To have and to hold, unto the said grantee and their heirs, successors and assigns, forever, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

And we covenant that we are well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; that it is free of any lien or encumbrance not shown above, and that we, our heirs, executors and administrators, the said grantee and their heirs, executors, administrators, successors, and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30TH day of April, 10 75

Signed, sealed and delivered in the presence of:

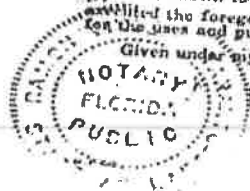
1. James V. Thompson  
2. James Thompson

Jack W. Bowden (SEAL)  
JACK W. BOWDEN (SEAL)  
Evelyn S. Bowden (SEAL)  
EVELYN S. BOWDEN (SEAL)

State of FLORIDA  
County of ESCAMBIA

Before the subscriber personally appeared Jack W. Bowden  
and Evelyn S. Bowden

his wife, known to me to be the individual S described by said name S in and who executed the foregoing instrument and acknowledged that he Y executed the same  
Given under my hand and official seal this 30TH day of April, 10 75



Ramon Vincent Saranto  
Notary Public

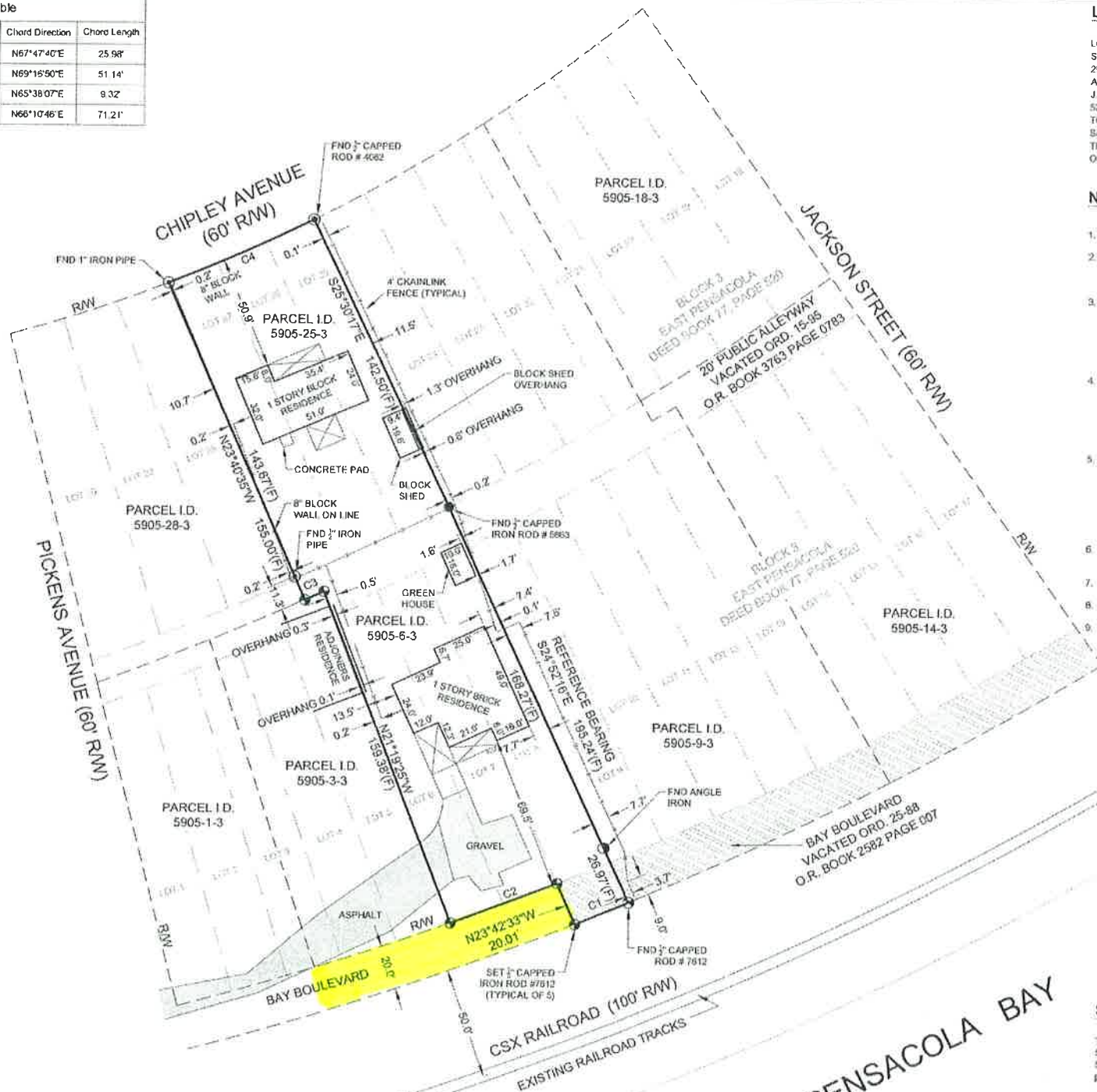
My Commission expires October 10, 1976 State of Florida at Large  
My Commission Expires Nov. 6, 1976  
Renewed by American Fire & Casualty Co.

CLERK FILE NO.  
MAY 1 1 09 PM '75  
THE PUBLIC RECORDS OF  
ESCAMBIA COUNTY, FLORIDA  
JOE A. FLEMING, CLERK

671852



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	25.98'	1526.83'	0°58'29"	N67°47'40"E	25.98'
C2	51.14'	1506.83'	1°56'40"	N69°15'50"E	51.14'
C3	9.32'	1404.57'	0°22'48"	N65°38'07"E	9.32'
C4	71.23'	760.32'	5°22'04"	N66°10'46"E	71.21'



**LEGAL DESCRIPTION:** (O.R. BOOK 5297 PAGE 134)

LOTS 6, 7, 8, 25, 26 AND 27, BLOCK 3, EAST PENSACOLA, A SUBDIVISION OF A PORTION OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 23 WEST, IN THE CITY OF PENSACOLA, ESCAMBA COUNTY, FLORIDA, ACCORDING TO THE REVISED MAP OF EAST PENSACOLA, DRAWN BY J.E. KAUSER IN JANUARY, 1893 AND RECORDED IN DEED BOOK 77, PAGE 520, OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA TOGETHER WITH ALL INTEREST IN THE VACATED ALLEY IN BLOCK 3 OF SAID EAST PENSACOLA OWNED BY ELVA L. GASNETT OR SAID TRUST AT THE TIME OF HER DEATH PURSUANT TO ORDINANCE NO. 15-95, CITY OF PENSACOLA, PASSED APRIL 13, 1995, VACATING SAID ALLEY.

- NOTES:**
1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 01-16-2020.
  2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
  3. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
  4. THE SURVEYOR HAS MADE NO SEARCH TO DETERMINE THE CURRENT BUILDING SETBACK REQUIREMENTS FOR THE SUBJECT PROPERTY BEYOND THE CURRENT SUBDIVISION PLAT OF RECORD. CONTACT THE LOCAL CITY/COUNTY LAND DEVELOPMENT CODE OFFICIAL FOR THE APPROPRIATE BUILDING SETBACK LINE DISTANCES.
  5. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
  6. BEARINGS SHOWN HEREON ARE REFERENCED ON AN ASSUMED BEARING OF S24°52'15"E ON THE EAST LINE OF LOT 8.
  7. FENCE LINES ARE EXAGGERATED FOR CLARITY.
  8. ENCROACHMENTS ARE AS SHOWN.
  9. PLAT CALLS ARE NOT LABELED DUE TO THE LACK OF BEARINGS AND DISTANCES ON THE PLAT OF RECORD.

- LEGEND:**
- (F) FIELD MEASUREMENT
  - (D) DEED MEASUREMENT
  - (C) CALCULATED MEASUREMENT
  - RAW RIGHT-OF-WAY
  - FND FOUND BOUNDARY CORNER
  - ORD ORDINANCE
  - P.I. POINT OF INTERSECTION

**SURVEYORS CERTIFICATE**

The survey shown hereon is true and correct and in compliance with the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter "5J-17", Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

*Joshua W. Miller*  
 JOSHUA W. MILLER P.L.S. FLORIDA REGISTRATION NO. 7238

**360 SURVEYING SERVICES**  
 1801 CREIGHTON RD  
 PENSACOLA, FL 32504  
 850.857.4400

NOT VALID WITHOUT A RAISED SEAL

BOUNDARY SURVEY WITH IMPROVEMENTS

ADDRESS: 303 CHIPLEY AVE & 310 BAY BOULEVARD  
 PENSACOLA, FLORIDA 32503  
 PROJECT NUMBER: 2001048  
 DATE: 01-23-2020  
 FIELD BOOK: 131 PAGE: 31  
 DRAWN BY: JLS  
 APPROVED BY: JOSHUA W. MILLER

SCALE: 1"=50'

SHEET 1 OF 1



# Chris Jones

## Escambia County Property Appraiser

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

### General Information

**Reference:** 052S295905006003  
**Account:** 013020000  
**Owners:** HARPER LOUIS E III  
 HARPER MARY CATHERINE  
**Mail:** 303 CHIPLEY AVE  
 PENSACOLA, FL 32503  
**Situs:** 310 BAY BLVD 32503  
**Use Code:** SINGLE FAMILY RESID   
**Taxing Authority:** PENSACOLA CITY LIMITS  
**Tax Inquiry:** [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Scott Linsford  
 Escambia County Tax Collector

### Assessments

Year	Land	Imprv	Total	Cap Val
2019	\$210,000	\$78,453	\$288,453	\$288,453
2018	\$210,000	\$72,849	\$282,849	\$276,973
2017	\$185,250	\$66,544	\$251,794	\$251,794

[Disclaimer](#)

[Tax Estimator](#)

> [File for New Homestead Exemption Online](#)

### Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/24/2020	8237	1698	\$635,000	WD	<a href="#">View Instr</a>
05/2006	5927	134	\$100	WD	<a href="#">View Instr</a>
12/2005	5813	192	\$100	QC	<a href="#">View Instr</a>

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

### 2019 Certified Roll Exemptions

None

### Legal Description

LTS 6 7 8 BLK 3 EAST PENSACOLA PLAT DB 77 P 520 & ADJ 10 FT OF ALLEY CA 1 OR 8237 P 1698

### Extra Features

GREENHOUSE

### Parcel Information

[Launch Interactive Map](#)

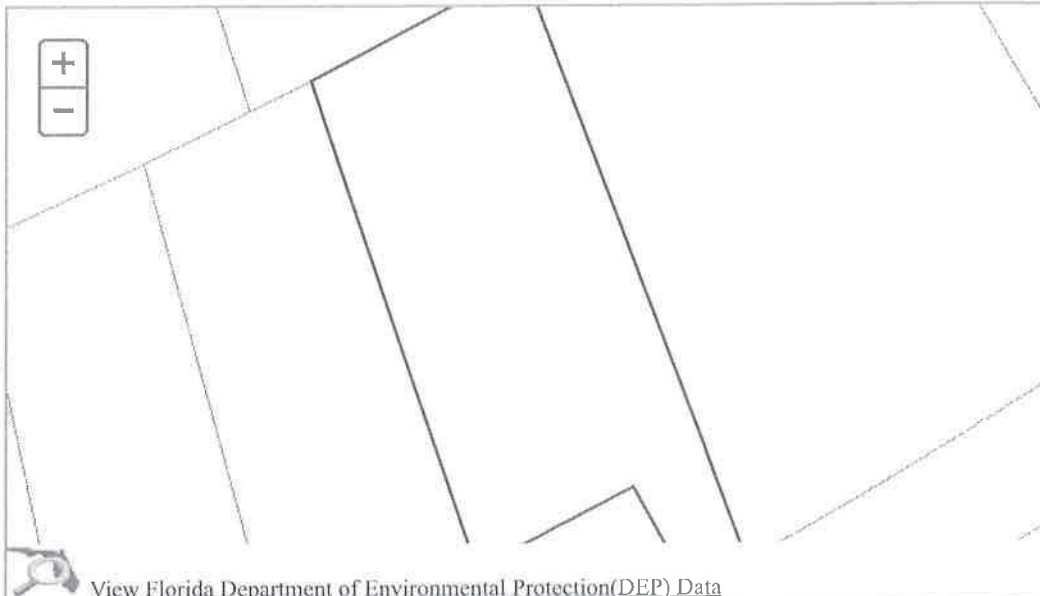
### Section Map

**Id:**  
[CA001-1](#)

**Approx. Acreage:**  
 0.2643

**Zoned:**   
 R-1AAA

**Evacuation & Flood Information**  
[Open Report](#)



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

### Buildings

Address: 310 BAY BLVD, Year Built: 1963, Effective Year: 1963

### Structural Elements

**DECOR/MILLWORK-AVERAGE**  
**DWELLING UNITS-1**  
**EXTERIOR WALL-BRICK-COMMON**  
**FLOOR COVER-HARDWOOD/PARQUET**

**FOUNDATION-WOOD/SUB FLOOR**  
**HEAT/AIR-CENTRAL H/AC**  
**INTERIOR WALL-DRYWALL-PLASTER**  
**NO. PLUMBING FIXTURES-6**  
**NO. STORIES-1**  
**ROOF COVER-COMPOSITION SHG**  
**ROOF FRAMING-HIP**  
**STORY HEIGHT-0**  
**STRUCTURAL FRAME-WOOD FRAME**

Areas - 2158 Total SF

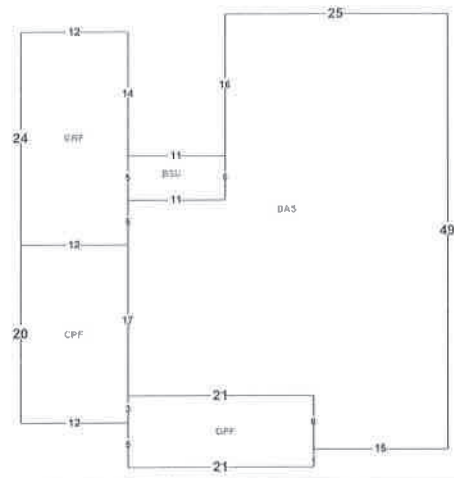
**BASE AREA - 1407**

**BASE SEMI UNF - 55**

**CARPORT FIN - 240**

**GARAGE FIN - 288**

**OPEN PORCH FIN - 168**



## Images



4/29/15

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



# Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)
☒ Navigate Mode
 ☒ Account
 ☐ Reference
[Printer Friendly Version](#)**General Information**

**Reference:** 052S295905025003  
**Account:** 013024000  
**Owners:** HARPER LOUIS E III  
 HARPER MARY CATHERINE  
**Mail:** 303 CHIPLEY AVE  
 PENSACOLA, FL 32503  
**Situs:** 303 CHIPLEY AVE 32503  
**Use Code:** SINGLE FAMILY RESID   
**Taxing Authority:** PENSACOLA CITY LIMITS  
**Tax Inquiry:** [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Scott Lunsford  
 Escambia County Tax Collector

**Assessments**

Year	Land	Imprv	Total	Cap Val
2019	\$120,845	\$50,192	\$171,037	\$149,737
2018	\$120,845	\$46,585	\$167,430	\$136,125
2017	\$120,845	\$42,583	\$163,428	\$123,750

[Disclaimer](#)[Tax Estimator](#)

> [File for New Homestead Exemption Online](#)

**Sales Data**

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/24/2020	8237	1698	\$635,000	WD	<a href="#">View Instr</a>
05/2006	5927	134	\$100	WD	<a href="#">View Instr</a>
12/2005	5813	194	\$100	QC	<a href="#">View Instr</a>
10/2000	4623	81	\$73,500	WD	<a href="#">View Instr</a>
05/2000	4557	1692	\$11,100	CT	<a href="#">View Instr</a>

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

2019 Certified Roll Exemptions  
 None

**Legal Description**

LTS 25 26 27 BLK 3 ALSO ADJOINING 10 FT OF ALLEY EAST  
 PENSACOLA PLAT DB 77 P 520 CA 1 OR 8237 P 1698

**Extra Features**

BLOCK/BRICK BUILDING

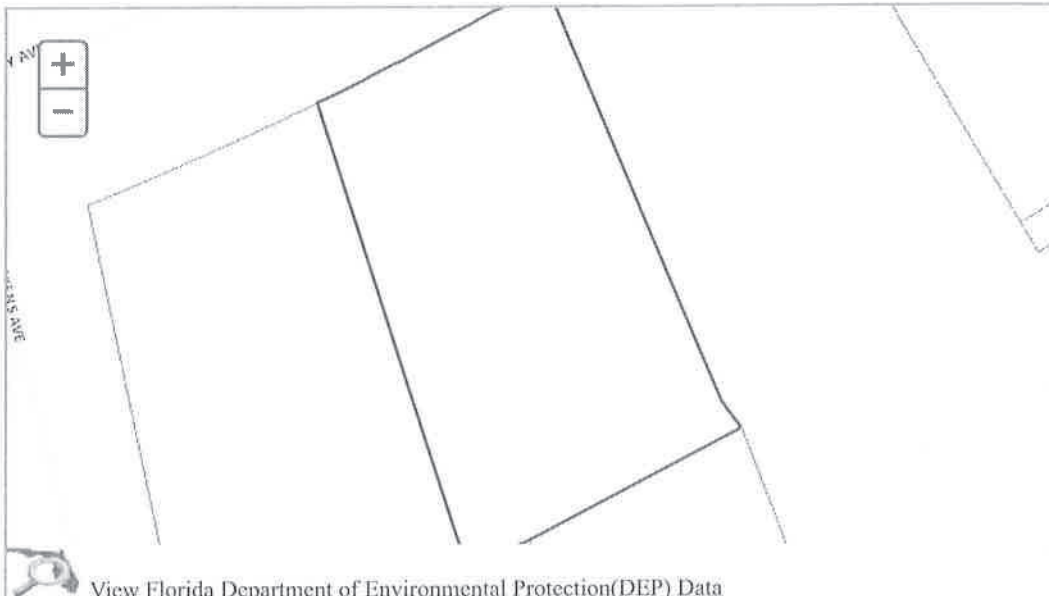
**Parcel Information**[Launch Interactive Map](#)**Section Map**

**Id:**  
 CA001-1

**Approx. Acreage:**  
 0.2642

**Zoned:**   
 R-1AAA

**Evacuation & Flood Information**  
[Open Report](#)



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

**Buildings**

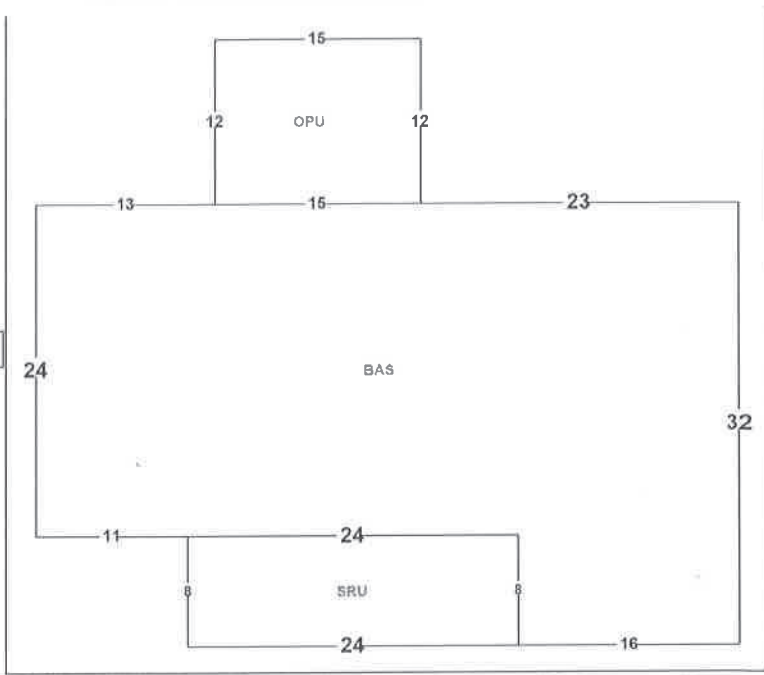
Address: 303 CHIPLEY AVE, Year Built: 1953, Effective Year: 1953

**Structural Elements**

**DECOR/MILLWORK-AVERAGE**



Areas - 1724 Total SF  
**BASE AREA - 1352**  
**OPEN PORCH UNF - 180**  
**SUN ROOM UNF - 192**



## Index



2/6/19

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

Last Updated: 04/08/2020 (v.3103)



# BOUNDARY SURVEY WITH IMPROVEMENTS

ADDRESS: 303 CHIPLEY AVE &  
310 BAY BOULEVARD  
PENSACOLA, FLORIDA 32503  
PROJECT NUMBER: 2001048  
DATE: 01-23-2020  
FIELD BOOK: 131 PAGE: 31  
DRAWN BY: JLS  
APPROVED BY: JOSHUA W. MILLER



SCALE: 1"=50'

SHEET 1 OF 1

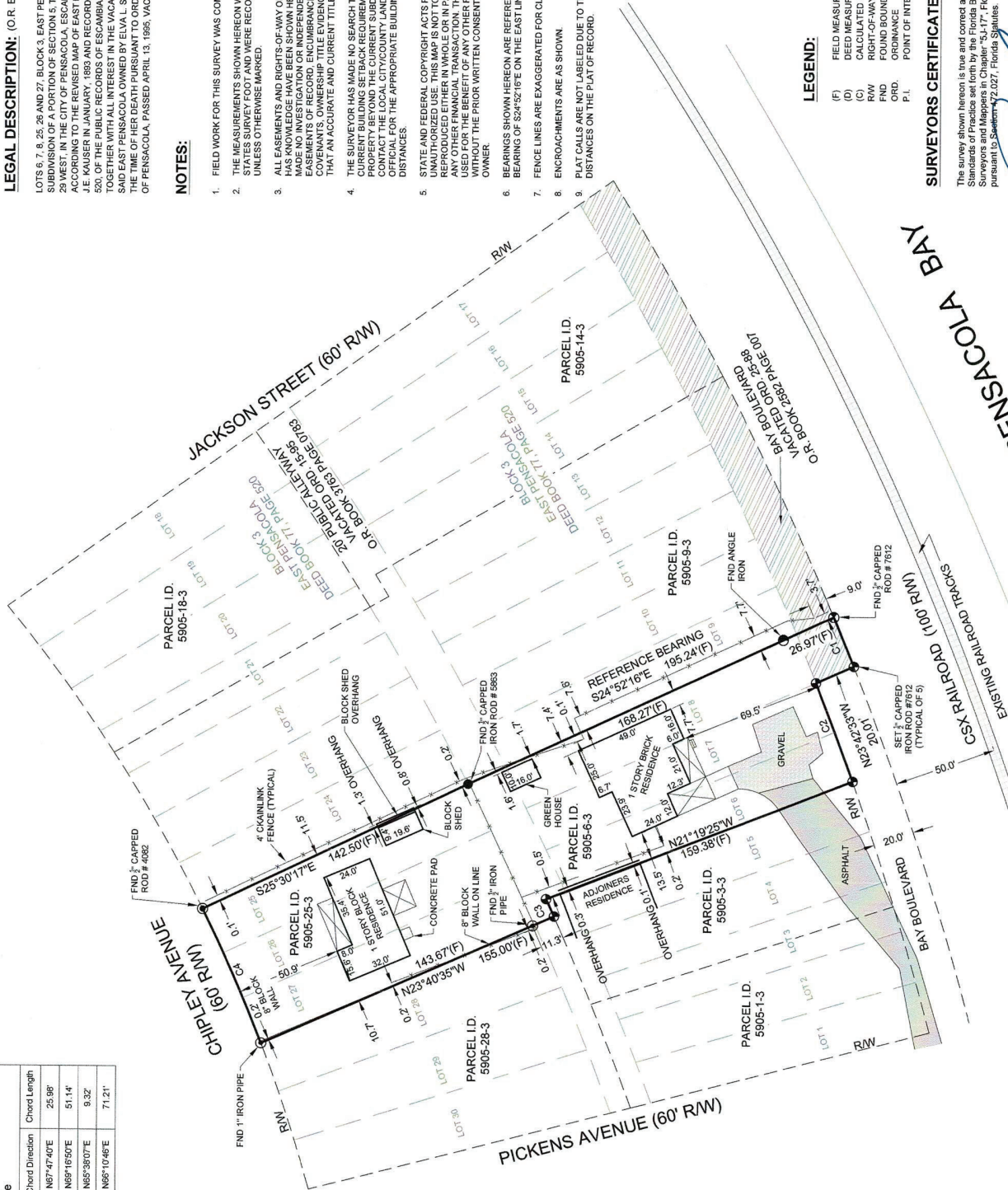
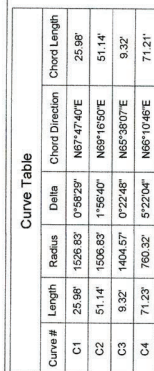
LOTS 6, 7, 8, 25, 26, AND 27, BLOCK 3, EAST PENSACOLA, A  
SUBDIVISION OF A PORTION OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE  
29 WEST, IN THE CITY OF PENSACOLA, ESCAMBA COUNTY, FLORIDA.  
ACCORDING TO THE REVISED MAP OF EAST PENSACOLA, DRAWN BY  
J. E. KAUSER IN JANUARY, 1903 AND RECORDED IN DEED BOOK 77, PAGE  
520, OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA,  
TOGETHER WITH ALL INTEREST IN THE VACATED ALLEY IN BLOCK 3 OF  
SAID EAST PENSACOLA OWNED BY ELVA L. SANNETT OR SAID TRUST AT  
THE TIME OF HER DEATH PURSUANT TO ORDINANCE NO. 15-56, CITY  
OF PENSACOLA, PASSED APRIL 13, 1895, VACATING SAID ALLEY.

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 01-16-2020.
2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
3. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION FOR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, ETC. THE SURVEYOR HAS NO KNOWLEDGE OF ANY FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. THE SURVEYOR HAS MADE NO SEARCH TO DETERMINE THE CURRENT BUILDING SETBACK REQUIREMENTS FOR THE SUBJECT PROPERTY. THE SURVEYOR HAS NO KNOWLEDGE OF ANY RECORD, CONTACT THE LOCAL CITY/COUNTY AND DEVELOPMENT CODE OFFICIAL FOR THE APPROPRIATE BUILDING SETBACK LINE DISTANCES.
5. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
6. BEARINGS SHOWN HEREON ARE REFERENCED ON AN ASSUMED BEARING OF S24°32'16"E ON THE EAST LINE OF LOT 8.
7. FENCE LINES ARE EXAGGERATED FOR CLARITY.
8. ENCROACHMENTS ARE AS SHOWN
9. PLAT CALLS ARE NOT LABELED DUE TO THE LACK OF BEARINGS AND DISTANCES ON THE PLAT OF RECORD.

(F)	FIELD MEASUREMENT
(D)	DEED MEASUREMENT
(C)	CALCULATED MEASUREMENT
R/W	RIGHT-OF-WAY
FND	FOUND BOUNDARY CORNER
ORD.	ORDNANCE
P.I.	POINT OF INTERSECTION

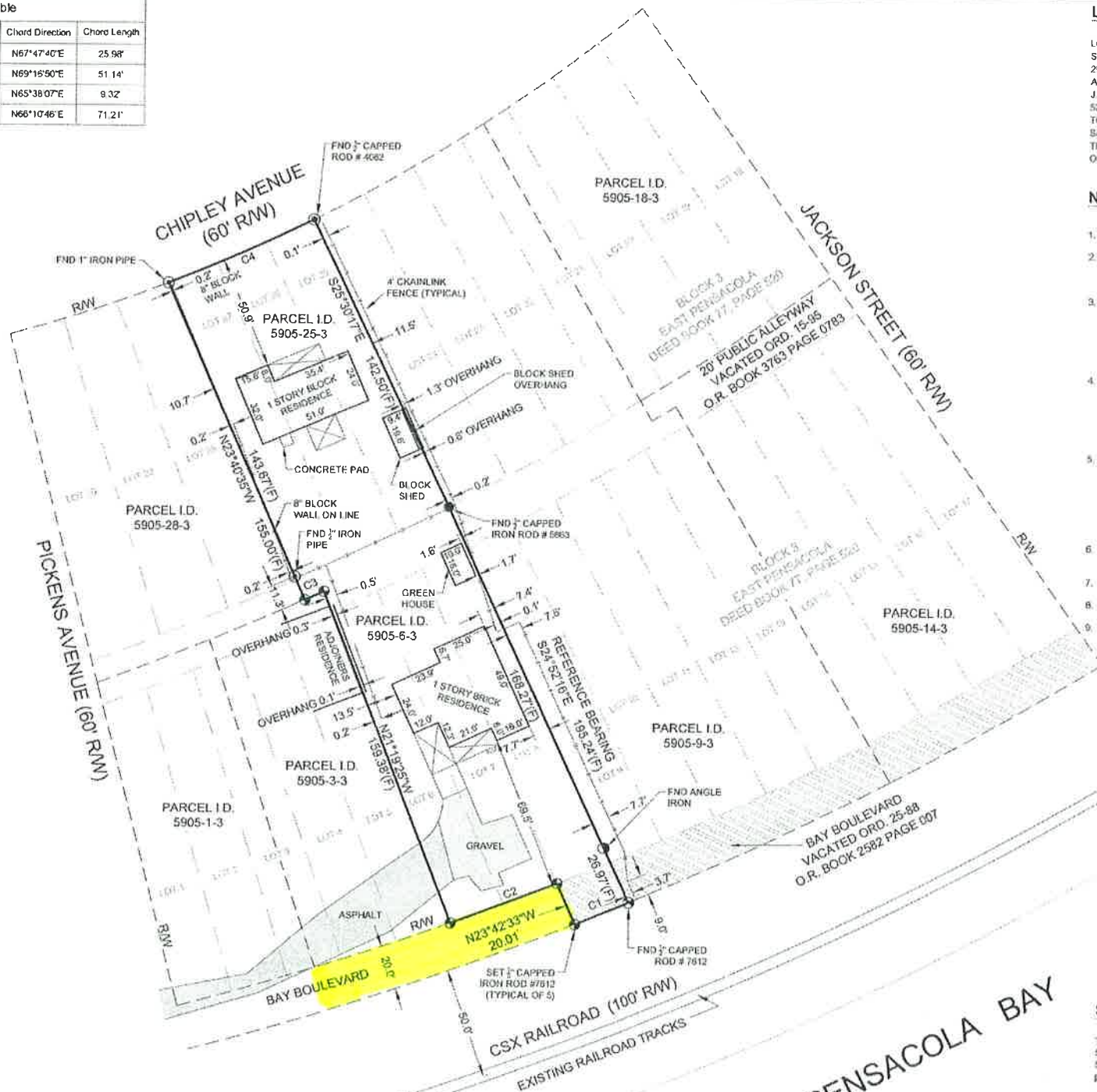
The survey shown hereon is true and correct and in compliance with the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter "5J-17", Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

JOSHUA W. MILLER P.L.S. FLORIDA REGISTRATION NO. 7238





Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	25.98'	1526.83'	0°58'29"	N67°47'40"E	25.98'
C2	51.14'	1506.83'	1°56'40"	N69°15'50"E	51.14'
C3	9.32'	1404.57'	0°22'48"	N65°38'07"E	9.32'
C4	71.23'	760.32'	5°22'04"	N66°10'46"E	71.21'



LEGAL DESCRIPTION: (O.R. BOOK 5297 PAGE 134)

LOTS 6, 7, 8, 25, 26 AND 27, BLOCK 3, EAST PENSACOLA, A SUBDIVISION OF A PORTION OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 23 WEST, IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE REVISED MAP OF EAST PENSACOLA, DRAWN BY J.E. KAUSER IN JANUARY, 1893 AND RECORDED IN DEED BOOK 77, PAGE 520, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA TOGETHER WITH ALL INTEREST IN THE VACATED ALLEY IN BLOCK 3 OF SAID EAST PENSACOLA OWNED BY ELVA L. GASNETT OR SAID TRUST AT THE TIME OF HER DEATH PURSUANT TO ORDINANCE NO. 15-95, CITY OF PENSACOLA, PASSED APRIL 13, 1995, VACATING SAID ALLEY.

NOTES:

- 1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 01-16-2020.
- 2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
- 3. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 4. THE SURVEYOR HAS MADE NO SEARCH TO DETERMINE THE CURRENT BUILDING SETBACK REQUIREMENTS FOR THE SUBJECT PROPERTY BEYOND THE CURRENT SUBDIVISION PLAT OF RECORD. CONTACT THE LOCAL CITY/COUNTY LAND DEVELOPMENT CODE OFFICIAL FOR THE APPROPRIATE BUILDING SETBACK LINE DISTANCES.
- 5. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
- 6. BEARINGS SHOWN HEREON ARE REFERENCED ON AN ASSUMED BEARING OF S24°52'15"E ON THE EAST LINE OF LOT 8.
- 7. FENCE LINES ARE EXAGGERATED FOR CLARITY.
- 8. ENCROACHMENTS ARE AS SHOWN.
- 9. PLAT CALLS ARE NOT LABELED DUE TO THE LACK OF BEARINGS AND DISTANCES ON THE PLAT OF RECORD.

LEGEND:

- (F) FIELD MEASUREMENT
- (D) DEED MEASUREMENT
- (C) CALCULATED MEASUREMENT
- RAW RIGHT-OF-WAY
- FND FOUND BOUNDARY CORNER
- ORD. ORDINANCE
- P.I. POINT OF INTERSECTION

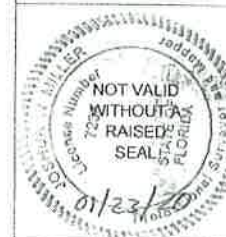
SURVEYORS CERTIFICATE

The survey shown hereon is true and correct and in compliance with the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter "5J-17", Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

JOSHUA W. MILLER P.L.S. FLORIDA REGISTRATION NO. 7238



360 SURVEYING SERVICES  
1801 CREIGHTON RD  
PENSACOLA, FL 32504  
850 857 4400



BOUNDARY SURVEY  
WITH  
IMPROVEMENTS

ADDRESS: 303 CHIPLEY AVE &  
310 BAY BOULEVARD  
PENSACOLA, FLORIDA 32503  
PROJECT NUMBER: 2001048  
DATE: 01-23-2020  
FIELD BOOK: 131 PAGE: 31  
DRAWN BY: JLS  
APPROVED BY: JOSHUA W. MILLER



SCALE: 1"=50'  
SHEET 1 OF 1

Department:	Comments:
FIRE	No objections.
PW/E	He still need to correct his original application to not include Lot 8 in the description. Bay Blvd adjoining Lot 8 was vacated in 1988.
Insp Svcs	No objections.
ESP	Pensacola Energy has an active 2" gas main within this R/W. We would therefore need to reserve a utility easement and the ability to access the gas main.
ECUA	ECUA has active water and sewer mains within the area requested to be vacated. It is essential that ECUA staff have unobstructed access to these facilities for operation and maintenance at all times. Therefore, ECUA will require a utility easement to be retained over the entire length and width of the vacated area, should the City Council approve the vacation. ECUA would prefer that the petitioner enter into an easement agreement by way of ECUA's standard easement to provide ECUA with legal authority to enter the property for the aforementioned purposes. Please have the petitioner contact me with more information, a copy of ECUA's standard easement language and a map of the infrastructure in the area. Alternatively, the petitioner may relocate the utilities to public right-of-way at their cost.
GPW	No comments.
ATT	AT&T has no facilities in the Bay Blvd ROW and has no objections to the ROW Vacation.
Surveyor	Correct the application to not include Lot 8 in the description. No objection to the vacation for the full 20' width as per the amended application.



## Cynthia Cannon

---

**From:** Annie Bloxson  
**Sent:** Monday, April 13, 2020 1:28 PM  
**To:** Cynthia Cannon  
**Subject:** RE: Bay Blvd Vacation of ROW

Good Afternoon,

I do not oppose to the Vacation of ROW for requested lots 6, 7 and 8 (310 Bay Blvd).

Respectfully,

### Annie Bloxson

Fire Marshal

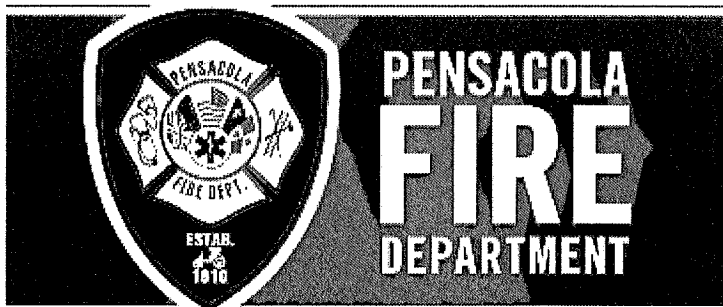
Visit us at [PensacolaFire.com](http://PensacolaFire.com)

475 E. Strong St.

Pensacola, FL 32501

Office: 850.436.5200

[abloxson@cityofpensacola.com](mailto:abloxson@cityofpensacola.com)



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**From:** Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>

**Sent:** Wednesday, April 8, 2020 2:45 PM

**To:** Amy Hargett <[ahargett@cityofpensacola.com](mailto:ahargett@cityofpensacola.com)>; Andre Calaminus (ECUA) <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Annie Bloxson <[ABloxson@cityofpensacola.com](mailto:ABloxson@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Brian Cooper <[bcooper@cityofpensacola.com](mailto:bcooper@cityofpensacola.com)>; Chris Mauldin <[CMauldin@cityofpensacola.com](mailto:CMauldin@cityofpensacola.com)>; Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>; Derrik Owens <[DOWens@cityofpensacola.com](mailto:DOWens@cityofpensacola.com)>; Diane Moore <[DMoore@cityofpensacola.com](mailto:DMoore@cityofpensacola.com)>; Heather Lindsay <[HLindsay@cityofpensacola.com](mailto:HLindsay@cityofpensacola.com)>; Jonathan Bilby <[JBilby@cityofpensacola.com](mailto:JBilby@cityofpensacola.com)>; Karl Fenner (AT&T) <[KF5345@att.com](mailto:KF5345@att.com)>; Kellie L. Simmons (Gulf Power) <[kellie.simmons@nexteraenergy.com](mailto:kellie.simmons@nexteraenergy.com)>; Leslie Statler <[LStatler@cityofpensacola.com](mailto:LStatler@cityofpensacola.com)>; Miriam Woods <[MWoods@cityofpensacola.com](mailto:MWoods@cityofpensacola.com)>; Paul A Kelly(GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Ryan J. Novota <[RNovota@cityofpensacola.com](mailto:RNovota@cityofpensacola.com)>; Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>; Stephen Kennington (AT&T)

## Cynthia Cannon

---

**From:** Derrik Owens  
**Sent:** Thursday, April 9, 2020 12:13 PM  
**To:** Cynthia Cannon  
**Subject:** FW: Bay Blvd Vacation of ROW

PW&F has no objection to the subject request....

**From:** Ryan J. Novota <RNovota@cityofpensacola.com>  
**Sent:** Thursday, April 9, 2020 11:58 AM  
**To:** Derrik Owens <DOwens@cityofpensacola.com>  
**Subject:** RE: Bay Blvd Vacation of ROW

From looking at the information given it appears the vacation of Lot 8 has already been performed. The current house at the location sits on lots 6, 7 and 8, along with past lot 8 the vacation of the right of way for the rest of the block has already been done. Also this part of bay blvd runs next to the railroad and is currently undeveloped. Resulting in the vacation of lots 6 and 7 I do not see an issue with performing.

## Ryan Novota

Transportation Engineer  
City of Pensacola  
850.435.1755

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**From:** Cynthia Cannon <CCannon@cityofpensacola.com>  
**Sent:** Wednesday, April 8, 2020 2:45 PM  
**To:** Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>  
**Subject:** Bay Blvd Vacation of ROW

Good Afternoon All,

Please review and comment on the attached request before the Planning Board for a Vacation of ROW over lots 6, 7 and 8, Block 3, East Pensacola Bay Blvd. Please provide comments **by close of business on Wednesday April 15, 2020.**

Thank you!

## Cynthia Cannon

---

**From:** Jonathan Bilby  
**Sent:** Thursday, April 9, 2020 12:14 PM  
**To:** Cynthia Cannon  
**Subject:** RE: Bay Blvd Vacation of ROW

No issues with me.

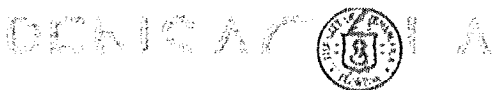
**From:** Cynthia Cannon  
**Sent:** Wednesday, April 8, 2020 2:45 PM  
**To:** Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>  
**Subject:** Bay Blvd Vacation of ROW

Good Afternoon All,

Please review and comment on the attached request before the Planning Board for a Vacation of ROW over lots 6, 7 and 8, Block 3, East Pensacola Bay Blvd. Please provide comments **by close of business on Wednesday April 15, 2020.**

Thank you!

**Cynthia Cannon, AICP**  
*Assistant Planning Director*  
Visit us at <http://cityofpensacola.com>  
222 W Main St.  
Pensacola, FL 32502  
Office: 850.435-1670  
[ccannon@cityofpensacola.com](mailto:ccannon@cityofpensacola.com)



FLORIDA'S FIRST & FUTURE

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## Cynthia Cannon

---

**From:** Diane Moore  
**Sent:** Wednesday, April 15, 2020 8:15 AM  
**To:** Cynthia Cannon  
**Subject:** RE: Bay Blvd Vacation of ROW

Cynthia,  
Pensacola Energy has an active 2" gas main within this R/W. We would therefore need to reserve a utility easement and the ability to access the gas main.

Thanks,  
Diane

Diane Moore | Gas Distribution Engineer  
Pensacola Energy | 1625 Atwood Drive, Pensacola, FL 32514  
Desk: 850-474-5319 | Cell: 850-324-8004 | Fax: 850-474-5331  
Email: [dmoore@cityofpensacola.com](mailto:dmoore@cityofpensacola.com)

\*\*\*Please consider the environment before printing this email.



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

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**Sent:** Wednesday, April 8, 2020 2:45 PM  
**To:** Amy Hargett <[ahargett@cityofpensacola.com](mailto:ahargett@cityofpensacola.com)>; Andre Calaminus (ECUA) <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Annie Bloxson <[ABloxson@cityofpensacola.com](mailto:ABloxson@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Brian Cooper <[bcooper@cityofpensacola.com](mailto:bcooper@cityofpensacola.com)>; Chris Mauldin <[CMauldin@cityofpensacola.com](mailto:CMauldin@cityofpensacola.com)>; Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>; Derrik Owens <[DOWens@cityofpensacola.com](mailto:DOWens@cityofpensacola.com)>; Diane Moore <[DMoore@cityofpensacola.com](mailto:DMoore@cityofpensacola.com)>; Heather Lindsay <[HLindsay@cityofpensacola.com](mailto:HLindsay@cityofpensacola.com)>; Jonathan Bilby <[JBilby@cityofpensacola.com](mailto:JBilby@cityofpensacola.com)>; Karl Fenner (AT&T) <[KF5345@att.com](mailto:KF5345@att.com)>; Kellie L. Simmons (Gulf Power) <[kellie.simmons@nexteraenergy.com](mailto:kellie.simmons@nexteraenergy.com)>; Leslie Statler <[LStatler@cityofpensacola.com](mailto:LStatler@cityofpensacola.com)>; Miriam Woods <[MWoods@cityofpensacola.com](mailto:MWoods@cityofpensacola.com)>; Paul A Kelly (GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Ryan J. Novota <[RNovota@cityofpensacola.com](mailto:RNovota@cityofpensacola.com)>; Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>; Stephen Kennington (AT&T) <[sk1674@att.com](mailto:sk1674@att.com)>  
**Subject:** Bay Blvd Vacation of ROW

Good Afternoon All,

Please review and comment on the attached request before the Planning Board for a Vacation of ROW over lots 6, 7 and 270 8, Block 3, East Pensacola Bay Blvd. Please provide comments **by close of business on Wednesday April 15, 2020.**

## Cynthia Cannon

---

**From:** Andre Calaminus <andre.calaminus@ecua.fl.gov>  
**Sent:** Wednesday, April 15, 2020 4:05 PM  
**To:** Cynthia Cannon  
**Subject:** [EXTERNAL] RE: Bay Blvd Vacation of ROW

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

Good afternoon Cynthia,

ECUA has active water and sewer mains within the area requested to be vacated. It is essential that ECUA staff have unobstructed access to these facilities for operation and maintenance at all times. Therefore, ECUA will require a utility easement to be retained over the entire length and width of the vacated area, should the City Council approve the vacation. ECUA would prefer that the petitioner enter into an easement agreement by way of ECUA's standard easement to provide ECUA with legal authority to enter the property for the aforementioned purposes. Please have the petitioner contact me with more information, a copy of ECUA's standard easement language and a map of the infrastructure in the area. Alternatively, the petitioner may relocate the utilities to public right-of-way at their cost.

Thank you,

**Andre Calaminus | Right of Way Agent | Emerald Coast Utilities Authority |**  
P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: [www.ecua.fl.gov](http://www.ecua.fl.gov) |  
Phone: (850) 969-5822 | Fax: (850) 969-6511 |

**From:** Cynthia Cannon <CCannon@cityofpensacola.com>  
**Sent:** Wednesday, April 8, 2020 2:45 PM  
**To:** Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly (GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>  
**Subject:** Bay Blvd Vacation of ROW

**\*\*WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders \*\***

Good Afternoon All,

Please review and comment on the attached request before the Planning Board for a Vacation of ROW over lots 6, 7 and 8, Block 3, East Pensacola Bay Blvd. Please provide comments **by close of business on Wednesday April 15, 2020.**

Thank you!

**Cynthia Cannon, AICP**

## Cynthia Cannon

---

**From:** Simmons, Kellie <Kellie.Simmons@nexteraenergy.com>  
**Sent:** Wednesday, June 24, 2020 2:53 PM  
**To:** Cynthia Cannon  
**Subject:** RE: [EXTERNAL] RE: Bay Blvd Vacation of ROW

No.

**From:** Cynthia Cannon <CCannon@cityofpensacola.com>  
**Sent:** Wednesday, June 24, 2020 2:48 PM  
**To:** Simmons, Kellie <Kellie.Simmons@nexteraenergy.com>  
**Subject:** RE: [EXTERNAL] RE: Bay Blvd Vacation of ROW

Caution - External Email (ccannon@cityofpensacola.com)

[Report This Email](#) [Tips](#)

Kelly,

Did you have any additional comments on the vacation of right-of-way?

Thank you,

### Cynthia Cannon, AICP

*Assistant Planning Director*

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435-1670

[ccannon@cityofpensacola.com](mailto:ccannon@cityofpensacola.com)



FLORIDA'S FIRST & FUTURE

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**From:** Simmons, Kellie <Kellie.Simmons@nexteraenergy.com>  
**Sent:** Thursday, April 16, 2020 2:24 PM  
**To:** Cynthia Cannon <CCannon@cityofpensacola.com>  
**Subject:** [EXTERNAL] RE: Bay Blvd Vacation of ROW

## Cynthia Cannon

---

**From:** ST PIERRE, ROB A <RS634Y@att.com>  
**Sent:** Wednesday, April 8, 2020 4:06 PM  
**To:** Cynthia Cannon  
**Subject:** [EXTERNAL] FW: Bay Blvd Vacation of ROW  
**Attachments:** 2020.4.8 Application for Vacation of Right of Way with survey.pdf

### THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Cynthia,

AT&T has no facilities in the Bay Blvd ROW and has no objections to the ROW Vacation.

Thanks,

**Rob St. Pierre**  
Manager, OSP Plng & Eng  
Technology Operations

**AT&T**  
605 W Garden St. Pensacola, FL 32502  
o 850.436.1701 | [rs634y@att.com](mailto:rs634y@att.com)

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**From:** FENNER, KARL L <kf5345@att.com>  
**Sent:** Wednesday, April 08, 2020 2:50 PM  
**To:** ST PIERRE, ROB A <RS634Y@att.com>  
**Subject:** FW: Bay Blvd Vacation of ROW

**Karl Fenner**  
Area Manager – OSP Plng and Eng  
Access Construction & Engineering, AL/NWFL OSPC/E + SER PDT/SOC

**AT&T – BellSouth Telecommunications, LLC**  
605 W Garden St, Pensacola, FL 32502  
m 850-393-2318 | o 850.436.1485 | [kf5345@att.com](mailto:kf5345@att.com)

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## Cynthia Cannon

---

**From:** Leslie Odom  
**Sent:** Tuesday, April 21, 2020 12:38 PM  
**To:** Cynthia Cannon  
**Subject:** RE: [EXTERNAL] RE: Phone call

He still need to correct his original application to not include Lot 8 in the description. Bay Blvd adjoining Lot 8 was vacated in 1988. No need to confuse the world and attempt to vacate the same portion twice.

Les Odom  
[Lodom@cityofpensacola.com](mailto:Lodom@cityofpensacola.com)  
City Surveyor  
Public Works & Facilities  
City of Pensacola  
850-436-5531



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**From:** Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>  
**Sent:** Tuesday, April 21, 2020 12:00 PM  
**To:** Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>  
**Subject:** RE: [EXTERNAL] RE: Phone call

He may retract the amended application and go forward with his initial application in June.

### Cynthia Cannon, AICP

Assistant Planning Director  
Visit us at <http://cityofpensacola.com>  
222 W Main St.  
Pensacola, FL 32502  
Office: 850.435-1670  
[ccannon@cityofpensacola.com](mailto:ccannon@cityofpensacola.com)



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*addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by*

**From:** Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>  
**Sent:** Tuesday, April 21, 2020 9:00 AM  
**To:** Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>  
**Subject:** RE: [EXTERNAL] RE: Phone call

Since the application now includes additional properties (Ranney), the application needs to include the Ranney vesting deed and the most recent survey available of the Ranney property.

Les Odom  
[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)  
City Surveyor  
Public Works & Facilities  
City of Pensacola  
850-436-5531



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**From:** Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>  
**Sent:** Tuesday, April 21, 2020 8:37 AM  
**To:** Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>  
**Cc:** Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>; Leslie Statler <[LStatler@cityofpensacola.com](mailto:LStatler@cityofpensacola.com)>  
**Subject:** FW: [EXTERNAL] RE: Phone call

Hi Les,

The applicant for the 310 Bay BLVD vacation of ROW just submitted an amended application (attached). I explained to him that I would have to re-route this to all the reviewing agencies for comments again. Before I do that though I wanted to see what new information you would need and have Mr. Harper provide that prior to my re-routing his application.

Form

If you have a list of items that you normally like to review on these types of applications then I will add that to our application and try to get those submitted in the beginning of the process from now on.

Thank you!

**Cynthia Cannon, AICP**  
Assistant Planning Director  
Visit us at <http://cityofpensacola.com>

## Cynthia Cannon

---

**From:** Leslie Odom  
**Sent:** Wednesday, June 24, 2020 3:14 PM  
**To:** Cynthia Cannon  
**Cc:** Heather Lindsay  
**Subject:** RE: [EXTERNAL] Amended Application

No objections to the vacation for the full 20' width as per the amended application.

Les Odom  
City Surveyor  
Office: 850-436-5531

---

**From:** Cynthia Cannon <CCannon@cityofpensacola.com>  
**Sent:** Wednesday, June 24, 2020 2:54 PM  
**To:** Leslie Odom <LOdom@cityofpensacola.com>  
**Subject:** RE: [EXTERNAL] Amended Application

Les,

Did you have comments regarding the vacation request for the full 20' of the easement vs. 10' to the centerline? I don't believe I have any written comments from you on this matter.

Thank you,

**Cynthia Cannon, AICP**  
*Assistant Planning Director*  
Visit us at <http://cityofpensacola.com>  
222 W Main St.  
Pensacola, FL 32502  
Office: 850.435-1670  
[ccannon@cityofpensacola.com](mailto:ccannon@cityofpensacola.com)



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---

**From:** Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>  
**Sent:** Tuesday, June 23, 2020 12:03 PM  
**To:** Heather Lindsay <[HLindsay@cityofpensacola.com](mailto:HLindsay@cityofpensacola.com)>; Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>  
**Cc:** Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>  
**Subject:** RE: [EXTERNAL] Amended Application



## **MINUTES OF THE PLANNING BOARD**

**July 14, 2020**

**MEMBERS PRESENT:** Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Wiggins

**MEMBERS VIRTUAL:** Board Member Murphy, Board Member Sampson

**MEMBERS ABSENT:** Board Member Grundhoefer, Board Member Powell

**STAFF PRESENT:** Assistant Planning Director Cannon, Senior Planner Statler, Assistant City Attorney Lindsay (cell phone), Historic Preservation Planner Harding, Network Engineer Johnston, Digital Media Coordinator Rose

**OTHERS VIRTUAL:** Louis E. Harper

### **AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from June 9, 2020.
- **New Business:**
  1. **Request for Vacation of Right-of-Way – 310 and 306 Bay Boulevard**
- Open Forum
- Discussion on the Proposed Amendment to the Tree Ordinance
- Adjournment

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

Chairperson Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the virtual Board meeting.

### **Approval of Meeting Minutes**

**Vice Chairperson Larson made a motion to approve the June 9, 2020 minutes, seconded by Board Member Wiggins, and it carried unanimously.**

## **New Business**

### **REQUEST FOR VACATION OF RIGHT-OF-WAY – 310 AND 306 BAY BOULEVARD**

The Planning Department received a request from Mary Catherine and Louis E. Harper III for a Vacation of Right-of-Way (ROW) of Bay Boulevard (a 20' right-of-way) on 310 Bay Boulevard (Lots 6, 7 and 8, Block 3, East Pensacola) and 306 Bay Boulevard (East half of Lot 3 and all of Lots 4 and 5). The applicant has stated the ROW is no longer needed as a public thoroughfare in that it does not provide access to any other public road or ROW and that it terminates on Lot 7, Block 3.

Chairperson Ritz explained he did not want to set a precedent for doing something besides splitting a right-of-way and giving it to the property owners on each side. His idea was that it needed to follow the standard for vacation of property so if the property was vacated, half would go to the property on the north and half to the property on the south. Staff advised the property vacated would be in front of 306 and 310 Bay Boulevard. Chairperson Ritz indicated that anyone going over the railroad tracks to obtain access to the water was actually trespassing.

Mr. Harper presented to the Board and agreed to get to the water, one would trespass on the railroad property and also agreed that the vacation would result in 10' to the property owner and 10' to the railroad. He pointed out that Bay Boulevard actually terminates in the center of his property and does not permit any access to a public road or any other means to get to another piece of property. Emergency vehicle access is now available on the north side via Chipley Avenue; the remaining portion of Bay Boulevard would provide his neighbors access to their property as well as allow access to the emergency vehicles. He also presented photos showing an asphalt driveway which was perceived as Bay Boulevard but was actually private property, with the right-of-way existing to the right and toward the water. He then presented a video showing the heavy brush landscape. Board Member Murphy asked if they would be building anything on the right-of-way and would the utility easements stay in place. It was determined they had no plans to build, and the gas utility easement would remain.

Dan Farley asked if the concrete table presented in the video was on Bayview or the right-of-way, and Chairperson Ritz explained it was on previously vacated property around 1988, and this request was for property to the west not vacated in the 1980s. He advised the easement was south between the asphalt driveway and the bluff and railroad. Mr. Farley stated in visiting this site, it would be challenging to be anywhere on that slope.

Michael Allen stated Bayview Boulevard had originally been platted around the entire perimeter of East Pensacola Heights. Over the years, it had been chipped away by landowners who purchased property without an easement being abandoned and then later applied. This time, the property owner acquired the property with an easement before building a house. He explained it appeared the City had reinstated a policy of giving away waterfront land that is an amenity to the interior landowners; he objected to this and encouraged the Board to look closely at the idea of giving away waterfront view or access to adjacent landowners without a compelling reason that it serves the public good. Board Member Wiggins explained that the City could not legally sell the right-of-way, and the landowner had to go through this process to acquire the land; it would also benefit the general public when the Board does things like this because it now becomes taxable land which goes into the coffers; it also is not giving them an access to the water which they don't already have. She also pointed out going across the existing railroad was

trespassing.

Harriet Allen advised this property was the only south facing right-of-way, and even though it is not a large amount of land, it would still be a great trail for walkers to enjoy the view. Also, it is a historically significant area with artifacts being discovered in the right-of-way on the other side of this property, and she was opposed to abandoning the right-of-way. Chairperson Ritz explained artifacts were not isolated to this piece of property.

(Ms. Johnson could not be reached by phone or email for input.)

Elizabeth Benchley, an archaeologist who participated in the survey of the right-of-way area under consideration, advised that the level areas of the right-of-way are an important part of the Tristan de Luna settlement site and offered to answer any questions.

Board Member Wiggins stated she had tried to canvass this area for a political candidate, and it was impossible to traverse, however, access to the water could be attained through Pickens Avenue. She did not have a problem with this vacation, and explained this could be a public safety issue in keeping people off the railroad tracks. With the 10' split, Chairperson Ritz also had no problem with the vacation.

**Board Member Wiggins made a motion to approve, seconded by Vice Chairperson Larson. Vice Chairperson Larson was concerned that UWF would not have access to the archaeological area, and staff advised they would have access to the full width easement, and this request would be presented to Council for final decision on August 13. The motion then carried 4 to 1 with Vice Chairperson Larson dissenting.**

**Open Forum** – None

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

Board Member Murphy advised due to the Covid-19, they were still working on the method of conducting public workshops.

**Adjournment** – With no further business, Chairperson Ritz thanked the Board for its patience with the change in methods of physical and virtual participation and adjourned the meeting at 2:40 pm.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary to the Board

PROPOSED  
ORDINANCE NO. 39-20

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND  
VACATING A PORTION OF BAY BOULEVARD IN  
PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA;  
PROVIDING FOR SEVERABILITY; REPEALING CLAUSE;  
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on August 13, 2020, as to the vacation of a portion of the Bay Boulevard right-of-way; Pensacola, Escambia County, Florida; and

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

That portion of Bay Boulevard right-of-way which lies within twenty feet (20') of the East half of Lot 3, and Lots 4, 5, 6, and 7, Block 3, East Pensacola, a subdivision of a portion of Section 5, Township 2 South, Range 29 West, in the City of Pensacola, Escambia County, Florida, according to the Revised Map of East Pensacola, drawn by J.E. Kauser in January, 1893 and recorded in Deed Book 77, Page 520, of the Public Records of Escambia County, Florida.

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

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

SECTION 4. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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

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

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

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

Attest:

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 39-20

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 39-20: REQUEST TO VACATE RIGHT OF WAY - 310 BAY BOULEVARD AND 306 BAY BOULEVARD

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 39-20 on first reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF BAY BOULEVARD IN PENSACOLA, ESCAMBA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** Public

**SUMMARY:**

The City has received a request from Mary Catherine and Louis E. Harper III for a Vacation of Right-of-Way (ROW) of Bay Boulevard (a 20' right-of-way) on 310 Bay Boulevard (Lots 6, 7 and 8, Block 3, East Pensacola) and 306 Bay Boulevard (East half of Lot 3 and all of Lots 4 and 5). The applicant has stated the ROW is no longer needed as a public thoroughfare in that it does not provide access to any other public road or ROW and that it terminates on Lot 7, Block 3.

On July 14, 2020 the Planning Board voted 4 to 1 to recommend approval of the request.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

282



None

**CITY ATTORNEY REVIEW:** Yes

7/23/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

Sherry Morris, AICP, Planning Services Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 39-20
- 2) Vacation of Right of Way Application
- 3) Planning Board Minutes July 14 2020 DRAFT

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 39-20

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND  
VACATING A PORTION OF BAY BOULEVARD IN  
PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA;  
PROVIDING FOR SEVERABILITY; REPEALING CLAUSE;  
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on August 13, 2020, as to the vacation of a portion of the Bay Boulevard right-of-way; Pensacola, Escambia County, Florida; and

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

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

SECTION 4. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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

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

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

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

Attest:

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

## VACATION OF ALLEY OR STREET RIGHT OF WAY



Fee: \$2,000.00

Rehearing/Rescheduling Planning Board: \$250.00

Rehearing/Rescheduling City Council: \$500.00

Amended Petition

### Applicant Information:

Name: Mary Catherine and Louis Harper III

Address: c/o Harper Law, P.A., 25 W. Cedar Street, Suite 430, Pensacola, FL 32502

Phone: 850 382 7085

Fax: 850 435 4435

Email: bo@harpertlawpa.com

### Property Information:

Owner Name: Mary Catherine Harper and Louis Harper III

Location/Address: 310 Bay Boulevard, Pensacola, FL 32503

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

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

See attached

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

Signature of Applicant  
(Owner of Property or Official Representative of Owner)

Date

4/20/2020

*Mary Catherine Harper* *Mary Catherine Harper 4/20/20*

### FOR OFFICE USE ONLY

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

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

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

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

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

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

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

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

#### Sec. 12-12-4. Vacation of Streets, alleys

This section is established to provide for the vacation of streets, alleys or other public rights-of-way by official action of the city council.

(A) *Application.* An application for vacation of streets, alleys or other public right-of-way shall be filed with the community development department and shall include the reason for vacation and a legal description of the property to be vacated. Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. If all property owners do not sign the petition requesting such alley vacation, city staff shall determine the portion of the alley to be vacated.

- (1) An application for vacation of streets, alleys or other public right-of-way must be submitted to the community development department at least twenty-one (21) days prior to the regularly scheduled meeting of the planning board.
- (2) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
- (3) No application shall be considered complete until all of the following have been submitted:
  - (a) The application shall be submitted on a form provided by the board secretary.
  - (b) Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
    1. Accurate site plan drawn to scale;
    2. A legal description of the property proposed to be vacated;
    3. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
    4. Reason for vacation request;
    5. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.
  - (c) The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.
  - (d) Any party may appear in person, by agent, or by attorney.
  - (e) Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

(B) *Planning board review and recommendation.* The community development department will distribute copies of the request to vacate to the appropriate city departments and public agencies for review and comment. Said departments shall submit written recommendations of approval, disapproval or suggested revisions, and reasons therefore, to the city planning department. The planning board shall review the vacation request and make a recommendation to the city council at a regularly scheduled planning board meeting.

- (1) Public notice for vacation of streets, alleys.

- (a) A sign shall be prominently posted on the property to which the application pertains at least seven (7) days prior to the scheduled board meeting.
- (b) The community development department shall notify property owners within a three hundred (300) radius, as identified by the current Escambia County tax roll maps, of the property proposed for vacation with a public notice by post card at least five (5) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.

(C) *City council review and action.* The planning board recommendation shall be forwarded to the city council for review and action.

- (1) *Notice and hearing.* The city council shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting. Planning staff shall post a sign specifying the date and time of the public hearing at least seven (7) days prior to the hearing. A public notice shall be published in a local newspaper of general distribution stating the time, place and purpose of the hearing at least ten (10) days prior to the public hearing. The community development department shall notify property owners by certified mail, as identified by the current Escambia County tax roll, at least fifteen (15) days prior to the city council public hearing
  - (a) In case of an alley vacation request all adjacent owners shall be notified.
  - (b) In the case of a street vacation request, all property owners within three hundred feet (300') of the request shall be notified.
- (2) *Action.* The city council shall approve, approve with modifications, or deny the vacation request at the council public hearing. If the request is approved by the council, an ordinance will be drawn and read two (2) times following the public hearing, at which time the vacation becomes effective.

# HARPER LAW, P.A.

---

25 WEST CEDAR STREET, SUITE 430  
PENSACOLA, FLORIDA 32502

**LOUIS E. "BO" HARPER III**  
bo@harperlawpa.com  
Licensed in Florida, Alabama & Georgia

Ph: (850) 435-4435  
Fax: (850) 435-4436  
HarperLawPA.com

April 20, 2020

***Via U.S. Mail***

City of Pensacola Planning Division  
222 West Main Street, 5<sup>th</sup> Floor, City Hall  
Pensacola, Florida 32502

Re: Amended Petition for vacation of right-of-way over East half of Lot 3 and  
Lots 4, 5, 6, and 7, Block 3, East Pensacola (310 Bay Boulevard, Pensacola,  
Florida 32503)

Dear City of Pensacola Planning Division:

Enclosed herewith you will find the Amended Vacation of Right of Way Petition submitted by myself, Louis E. Harper III, and Mary Catherine Harper regarding 310 Bay Boulevard, Pensacola, Florida 32503.

It is an Amended Petition, because we also seek to vacate that portion of Bay Boulevard lying over our neighbors' property located at 306 Bay Boulevard.

David Ranney and Sophronia F. Ranney are the owners of 306 Bay Boulevard, which is described as the East half of Lot 3 and all of Lots 4 and 5, Block 3 to the portion of the right of way to be vacated.

David Ranney and Sophronia F. Ranney, as shown below, have consented to the vacation of Bay Boulevard lying across the property located at 310 Bay Boulevard and 306 Bay Boulevard (their own property).

David Ranney and Sophronia F. Ranney have reviewed the original petition for vacation of Bay Boulevard across 310 Bay Boulevard and consent to the relief sought therein. Further, by their signatures below, David Ranney and Sophronia F. Ranney consent to the vacation of Bay Boulevard across the East half of Lot 3 and all of Lots 4 and 5, Block 3, East Pensacola, Plat Book DB 77, Page 520.

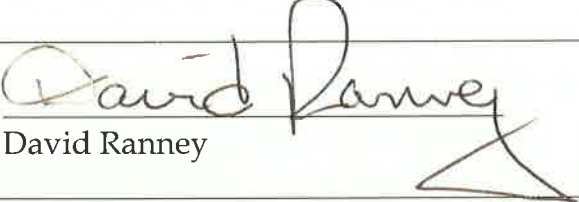
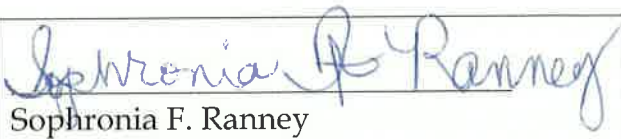
Accordingly, the following is the proposed legal description of the right-of-way to be vacated:

That portion of Bay Boulevard right-of-way which lies within twenty feet (20') of the East half of Lot 3, and Lots 4, 5, 6, and 7, Block 3, East Pensacola, a subdivision of a portion of Section 5, Township 2 South, Range 29 West, in the City of Pensacola, Escambia County, Florida, according to the Revised Map of East Pensacola, drawn by J.E. Kauser in January, 1893 and recorded in Deed Book 77, Page 520, of the Public Records of Escambia County, Florida.

Thank you for your attention to this matter.

Sincerely,

  
Louis E. "Bo" Harper III

 David Ranney	 Sophronia F. Ranney
--	---

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20<sup>th</sup> day of April, 2020 by David Ranney and Sophronia F. Ranney, who ☒ are personally known or ☐ have produced \_\_\_\_\_ as identification.



  
Notary Public [Seal]

Print Name

Louis F. Harper III  
3/26/2022  
My Commission Expires



PROPOSED  
ORDINANCE NO. 23-89

ORDINANCE NO. 25-88

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING  
PORTIONS OF BAY BOULEVARD IN PENSACOLA, ESCAMBIA  
COUNTY, STATE OF FLORIDA; RETAINING INTERSECTING  
STREETS; RESERVING AN EASEMENT FOR PUBLIC  
UTILITIES; REPEALING CLAUSE AND EFFECTIVE DATE.

WHEREAS, a public hearing was held on May 12, 1988,  
concerning the proposed vacation of portions of Bay Boulevard  
right-of-way, East Pensacola Subdivision, Pensacola, Escambia  
County, Florida; and

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That those portions of the Bay Boulevard  
right-of-way between Perry Avenue and Blount Street (11th Street),  
East Pensacola Subdivision, are hereby closed, discontinued, vacated  
and forever abandoned by the City of Pensacola as public  
thoroughfares.

SECTION 2. Provided, however, that portion of the  
right-of-way described in Section 1 which lies within twenty feet  
(20') of Lots 1 through 7, inclusive, Block 3, East Pensacola, that  
portion of the right-of-way described in Section 1 which lies  
adjacent to Lots 1 through 12, inclusive, Block 12, East Pensacola,  
and those portions of the right-of-way described in Section 1 which  
intersect with intersecting streets are excepted from the operation  
of Section 1 and are retained as public rights-of-way.

SECTION 3. That the owners of the abutting property be,  
and they are hereby authorized to acquire possession of the  
right-of-way more particularly described in Section 1, excluding  
those portions described in Section 2, and the City of Pensacola  
does hereby abandon all claim of right, if any it has, in said  
property, and it shall remain and be the property of the abutting  
property owners.

SECTION 4. That, notwithstanding the foregoing sections,  
the City of Pensacola reserves for itself, its successors and  
assigns, the Escambia County Utilities Authority, and Gulf Power  
Company, a full width utility easement in the entire portion of the  
Bay Boulevard right-of-way vacated hereby for the purpose of  
locating and maintaining public utilities.

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

SECTION 6. This ordinance shall take effect immediately  
upon its passage by the City Council.

Passed: June 30, 1988

Approved: s/ Vince Whibbs

Mayor

Attest:

s/ Shirley F. Law  
City Clerk

Legal in form and valid if  
enacted:

s/ Don J. Caton  
City Attorney

I DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING  
IS A TRUE AND CORRECT COPY OF THE ORIGINAL  
THEREOF IN THE CITY CLERK'S OFFICE. WITNESSED BY MY HAND  
AND THE CORPORATE SEAL OF THE CITY OF PENSACOLA  
FLORIDA THIS 1<sup>ST</sup> DAY OF JULY 1988  
Shirley F. Law  
CITY CLERK OF THE  
CITY OF PENSACOLA, FLORIDA



Prepared by:  
Louis E. Harper III  
Harper Law, P.A.  
25 West Cedar Street, Suite 430  
Pensacola, Florida 32502

**WARRANTY DEED**

**THIS WARRANTY DEED** made effective the January 24, 2020, by Gail E. Sasnett-Stauffer, a/k/a Gail E. Sasnett, an un-remarried widow, whose mailing address is 6519 SW 37th Way, Gainesville, FL 32608, (herein "Grantor") (whether singular or plural), to Louis E. Harper III and Mary Catherine Harper, husband and wife, whose mailing address is 303 Chipley Avenue, Pensacola, Florida 32503 (herein collectively "Grantee") (whether singular or plural).

**WITNESSETH:** that the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt of which is acknowledged, grants, sells, and conveys unto the Grantee, the following described real property, situate, lying and being in Escambia County, State of Florida, to-wit:

**Lots 6, 7, 8, 25, 26 and 27, Block 3, EAST PENSACOLA, a Subdivision of a portion of Section 5, Township 2 South, Range 29 West, in the City of Pensacola, Escambia County, Florida, according to the Revised Map of East Pensacola, drawn by J.E. Kauser in January, 1893 and recorded in Deed Book 77, page 520, of the Public Records of Escambia County, Florida ✓**

together with all interest in the vacated alley in Block 3 of said East Pensacola owned by ELVA L. SASNETT or said trust at the time of her death pursuant to Ordinance No. 15-95, City of Pensacola, passed April 13, 1995, vacating said alley.

Also together with all interest in those portions of Bay Boulevard owned by ELVA L. SASNETT or said trust as described above pursuant to ordinance vacating portions of Bay Boulevard between Perry Avenue and Blount Street (11<sup>th</sup> Street), East Pensacola, as closed by Ordinance No. 25-88 of the City of Pensacola, passed June 30, 1988, recorded in Official Records Book 2582 at page 007 of the public records of Escambia County, Florida.

**Parcel Identification Number: 052S295905025003 and Parcel Identification Number: 052S295905006003**

The above property being one and the same as the property being described in Trustee's Deed dated May 12, 2006, recorded June 13, 2006 in Official Records Book 5927, Page (s) 134, of the Public Records of Escambia County, Florida.

**THIS CONVEYANCE IS SUBJECT TO** covenants, conditions, restrictions, reservations, limitations, easements, encumbrances, and agreements of record, if any, but this provision shall not operate to re-impose same; taxes and assessments for the year 2020 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

**TOGETHER** with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, free from all exemptions and right of homestead. The land described herein **IS NOT** the homestead of the Grantor and neither the Grantor nor the Grantor's spouse (if applicable), nor anyone for whose support the Grantor is responsible, resides on or adjacent to said land.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, in fee simple forever.

AND the Grantor covenants with the Grantee that the Grantor is lawfully seized of an indefeasible estate in fee simple in said property; that the Grantor has good right and authority to sell and convey the property; that the Grantor fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

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

Signed, sealed and delivered

in the presence of:

Becky L Howell  
Signature of Witness

Gail E. Sasnett-Stauffer a/k/a Gail E. Sasnett  
Gail E. Sasnett-Stauffer a/k/a Gail E. Sasnett

Becky L Howell  
Printed Name of Witness

[Signature]  
Signature of Witness  
Meagan Smith  
Printed Name of Witness

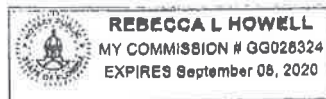
State of Florida

County of Escambia

The foregoing instrument was acknowledged before me this 24th day of January, 2020 by Gail E. Sasnett-Stauffer a/k/a Gail E. Sasnett, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

Rebecca L Howell  
Notary Public



Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

PREPARED BY:  
Rollin D. Davis, Jr.  
OF THE FLEMING DAVIS & FLEMING  
201 FLORENCE AVENUE, TOWNSHIP  
PENSACOLA, FLORIDA

S.F.D. & M. File No. D 900-Ranney

State of Florida,

# WARRANTY DEED

Escambia County

306 Bay Blvd. - Pensacola, Florida 32503  
Grantees' Address

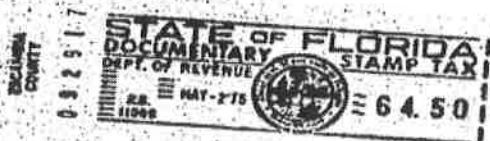
\$4.00 REC. FEE  
\$4.50 ST. STAMP  
23.65 BUNTAK  
92.15 TOTAL

TIME 896 PAGE 79

Know All Men by These Presents: That we, Jack W. Bowden and Evelyn S. Bowden, husband and wife,

for and in consideration of one dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, do bargain, sell, convey, and grant to David Ranney and Sophronia F. Ranney, husband and wife, their heirs, executors, administrators, successors and assigns, forever, the real property in Escambia County, Florida, described as:

Lots 4, 5, and the East half of Lot 3, Block 3, East Pensacola, a subdivision of a portion of Section 5, Township 2 South, Range 29 West, City of Pensacola, Escambia County, Florida, as shown according to the revised map of East Pensacola, drawn by J. E. Kauser in January 1893 and recorded in Deed Book 77, Page 520, of the records of said County, ALSO including the South 10 feet of the alley adjoining the property on the North lying between a Northerly extension of the side lot lines.



Subject to taxes for current year and to valid encumbrances and restrictions of record affecting the above property, if any, which are not hereby relinquished.

To have and to hold, unto the said grantee S. their heirs, successors and assigns, forever, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

And we covenant that we are well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; that it is free of any lien or encumbrance not shown above, and that we, our heirs, executors and administrators, the said grantee S. their heirs, executors, administrators, successors, and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, we have hereunto set our hand S. and seal S. this 30TH day of April, 10 75

Signed, sealed and delivered in the presence of:

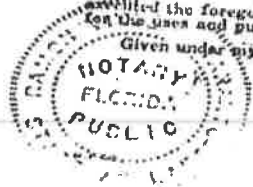
1. Raymond Vincent Saranto  
2. John A. Thompson

Jack W. Bowden (SEAL)  
Evelyn S. Bowden (SEAL)

State of FLORIDA  
County of ESCAMBIA

Before the subscriber personally appeared Jack W. Bowden  
and Evelyn S. Bowden

his wife, known to me to be the individual S. described by said name S. in and who executed the foregoing instrument and acknowledged that he Y. executed the same  
Given under my hand and official seal this 30TH day of April, 10 75



Raymond Vincent Saranto  
Notary Public

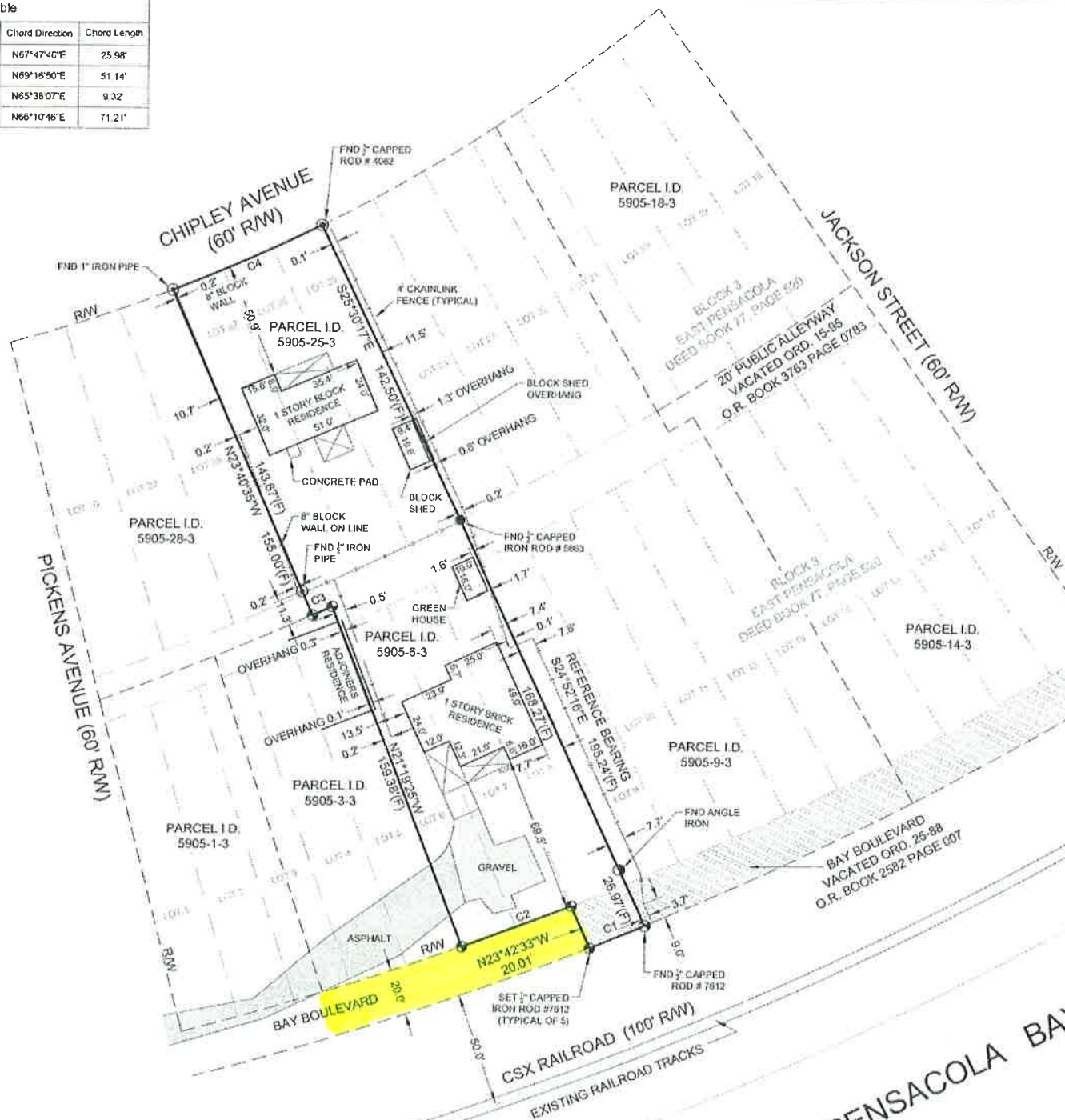
My Commission expires October 10, 1976  
My Commission Expires Nov. 6, 1976  
Renewed by American Fire & Casualty Co.

CLERK FILE NO.  
MAY 1 1 09 PM '75  
THE PUBLIC RECORDS OF  
ESCAMBIA COUNTY, FLORIDA  
JOE A. FLEMING, CLERK

671852



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	25.98'	1526.83'	0°58'29"	N67°47'40"E	25.98'
C2	51.14'	1506.83'	1°56'40"	N69°15'50"E	51.14'
C3	9.32'	1404.57'	0°22'48"	N65°38'07"E	9.32'
C4	71.23'	760.32'	5°22'04"	N66°10'46"E	71.21'



LEGAL DESCRIPTION: (O.R. BOOK 5297 PAGE 134)

LOTS 6, 7, 8, 25, 26 AND 27, BLOCK 3, EAST PENSACOLA, A SUBDIVISION OF A PORTION OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 23 WEST, IN THE CITY OF PENSACOLA, ESCAMBA COUNTY, FLORIDA, ACCORDING TO THE REVISED MAP OF EAST PENSACOLA, DRAWN BY J.E. KAUSER IN JANUARY, 1893 AND RECORDED IN DEED BOOK 77, PAGE 520, OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORIDA TOGETHER WITH ALL INTEREST IN THE VACATED ALLEY IN BLOCK 3 OF SAID EAST PENSACOLA OWNED BY ELVA L. GASNETT OR SAID TRUST AT THE TIME OF HER DEATH PURSUANT TO ORDINANCE NO. 15-95, CITY OF PENSACOLA, PASSED APRIL 13, 1995, VACATING SAID ALLEY.

NOTES:

- 1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 01-16-2020.
- 2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
- 3. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 4. THE SURVEYOR HAS MADE NO SEARCH TO DETERMINE THE CURRENT BUILDING SETBACK REQUIREMENTS FOR THE SUBJECT PROPERTY BEYOND THE CURRENT SUBDIVISION PLAT OF RECORD. CONTACT THE LOCAL CITY/COUNTY LAND DEVELOPMENT CODE OFFICIAL FOR THE APPROPRIATE BUILDING SETBACK LINE DISTANCES.
- 5. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
- 6. BEARINGS SHOWN HEREON ARE REFERENCED ON AN ASSUMED BEARING OF S24°52'15"E ON THE EAST LINE OF LOT 8.
- 7. FENCE LINES ARE EXAGGERATED FOR CLARITY.
- 8. ENCROACHMENTS ARE AS SHOWN.
- 9. PLAT CALLS ARE NOT LABELED DUE TO THE LACK OF BEARINGS AND DISTANCES ON THE PLAT OF RECORD.

LEGEND:

- (F) FIELD MEASUREMENT
- (D) DEED MEASUREMENT
- (C) CALCULATED MEASUREMENT
- RAW RIGHT-OF-WAY
- FND FOUND BOUNDARY CORNER
- ORD. ORDINANCE
- P.I. POINT OF INTERSECTION

SURVEYORS CERTIFICATE

The survey shown hereon is true and correct and in compliance with the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter "5J-17", Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

JOSHUA W. MILLER P.L.S. FLORIDA REGISTRATION NO. 7238



360 SURVEYING SERVICES  
1801 CREIGHTON RD  
PENSACOLA, FL 32504  
850 857 4400



BOUNDARY SURVEY  
WITH  
IMPROVEMENTS

ADDRESS: 303 CHIPLEY AVE &  
310 BAY BOULEVARD  
PENSACOLA, FLORIDA 32503  
PROJECT NUMBER: 2001048  
DATE: 01-23-2020  
FIELD BOOK: 131 PAGE: 31  
DRAWN BY: JLS  
APPROVED BY: JOSHUA W. MILLER



SCALE: 1"=50'  
SHEET 1 OF 1



# Chris Jones

## Escambia County Property Appraiser

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

### General Information

**Reference:** 052S295905006003  
**Account:** 013020000  
**Owners:** HARPER LOUIS E III  
 HARPER MARY CATHERINE  
**Mail:** 303 CHIPLEY AVE  
 PENSACOLA, FL 32503  
**Situs:** 310 BAY BLVD 32503  
**Use Code:** SINGLE FAMILY RESID   
**Taxing Authority:** PENSACOLA CITY LIMITS  
**Tax Inquiry:** [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Scott Linsford  
 Escambia County Tax Collector

### Assessments

Year	Land	Imprv	Total	Cap Val
2019	\$210,000	\$78,453	\$288,453	\$288,453
2018	\$210,000	\$72,849	\$282,849	\$276,973
2017	\$185,250	\$66,544	\$251,794	\$251,794

[Disclaimer](#)

[Tax Estimator](#)

> [File for New Homestead Exemption Online](#)

### Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/24/2020	8237	1698	\$635,000	WD	<a href="#">View Instr</a>
05/2006	5927	134	\$100	WD	<a href="#">View Instr</a>
12/2005	5813	192	\$100	QC	<a href="#">View Instr</a>

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

### 2019 Certified Roll Exemptions

None

### Legal Description

LTS 6 7 8 BLK 3 EAST PENSACOLA PLAT DB 77 P 520 & ADJ 10 FT OF ALLEY CA 1 OR 8237 P 1698

### Extra Features

GREENHOUSE

### Parcel Information

[Launch Interactive Map](#)

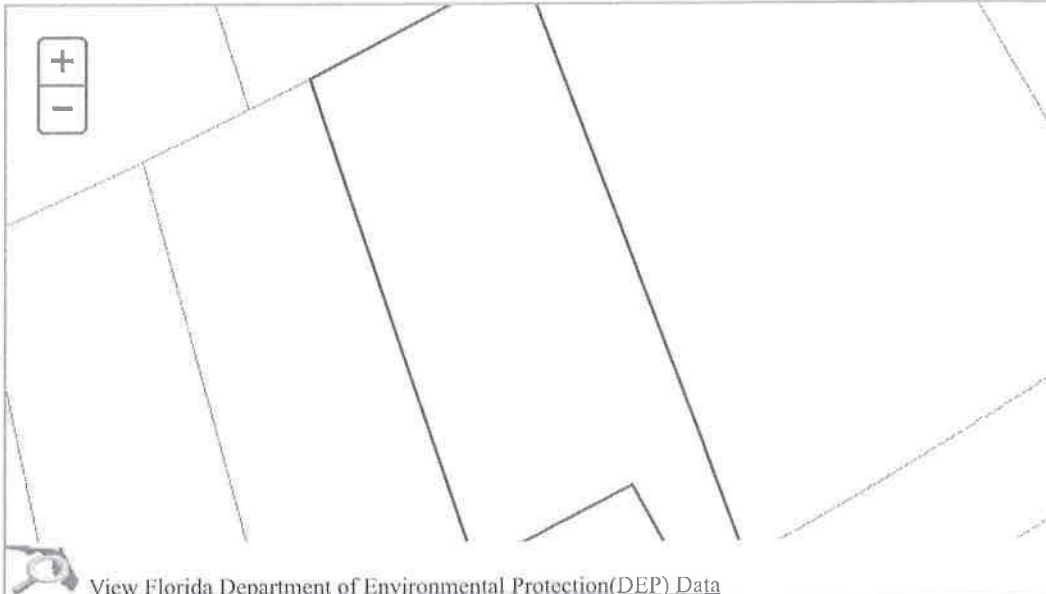
### Section Map

**Id:**  
[CA001-1](#)

**Approx. Acreage:**  
 0.2643

**Zoned:**   
 R-1AAA

**Evacuation & Flood Information**  
[Open Report](#)



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

### Buildings

Address: 310 BAY BLVD, Year Built: 1963, Effective Year: 1963

### Structural Elements

**DECOR/MILLWORK-AVERAGE**  
**DWELLING UNITS-1**  
**EXTERIOR WALL-BRICK-COMMON**  
**FLOOR COVER-HARDWOOD/PARQUET**

**FOUNDATION-WOOD/SUB FLOOR**  
**HEAT/AIR-CENTRAL H/AC**  
**INTERIOR WALL-DRYWALL-PLASTER**  
**NO. PLUMBING FIXTURES-6**  
**NO. STORIES-1**  
**ROOF COVER-COMPOSITION SHG**  
**ROOF FRAMING-HIP**  
**STORY HEIGHT-0**  
**STRUCTURAL FRAME-WOOD FRAME**

Areas - 2158 Total SF

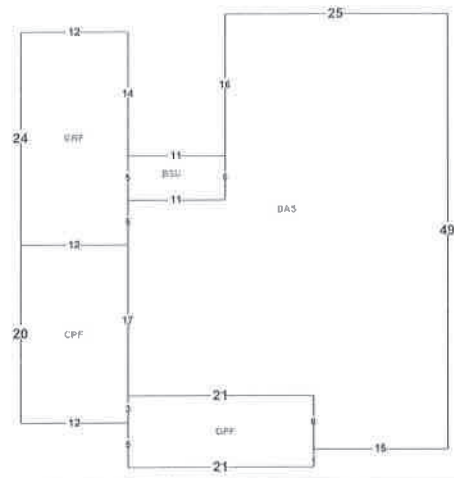
**BASE AREA - 1407**

**BASE SEMI UNF - 55**

**CARPORT FIN - 240**

**GARAGE FIN - 288**

**OPEN PORCH FIN - 168**



## Images



4/29/15

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



# Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)
☒ Navigate Mode
 ☐ Account
 ☐ Reference
[Printer Friendly Version](#)**General Information**

**Reference:** 052S295905025003  
**Account:** 013024000  
**Owners:** HARPER LOUIS E III  
 HARPER MARY CATHERINE  
**Mail:** 303 CHIPLEY AVE  
 PENSACOLA, FL 32503  
**Situs:** 303 CHIPLEY AVE 32503  
**Use Code:** SINGLE FAMILY RESID   
**Taxing Authority:** PENSACOLA CITY LIMITS  
**Tax Inquiry:** [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Scott Lunsford  
 Escambia County Tax Collector

**Assessments**

Year	Land	Imprv	Total	Cap Val
2019	\$120,845	\$50,192	\$171,037	\$149,737
2018	\$120,845	\$46,585	\$167,430	\$136,125
2017	\$120,845	\$42,583	\$163,428	\$123,750

[Disclaimer](#)[Tax Estimator](#)

> [File for New Homestead Exemption Online](#)

**Sales Data**

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/24/2020	8237	1698	\$635,000	WD	<a href="#">View Instr</a>
05/2006	5927	134	\$100	WD	<a href="#">View Instr</a>
12/2005	5813	194	\$100	QC	<a href="#">View Instr</a>
10/2000	4623	81	\$73,500	WD	<a href="#">View Instr</a>
05/2000	4557	1692	\$11,100	CT	<a href="#">View Instr</a>

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

2019 Certified Roll Exemptions  
 None

**Legal Description**

LTS 25 26 27 BLK 3 ALSO ADJOINING 10 FT OF ALLEY EAST  
 PENSACOLA PLAT DB 77 P 520 CA 1 OR 8237 P 1698

**Extra Features**

BLOCK/BRICK BUILDING

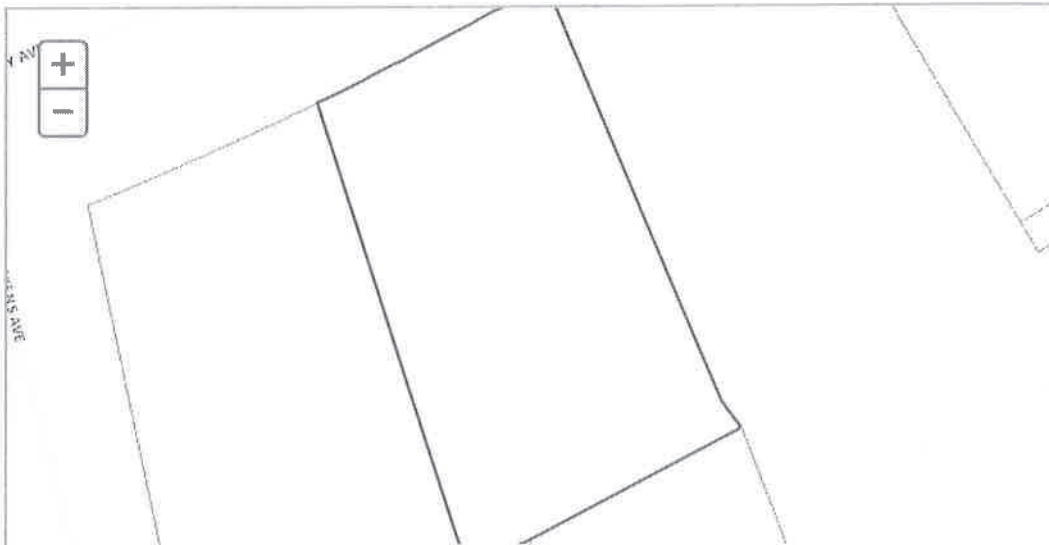
**Parcel Information**[Launch Interactive Map](#)**Section Map**

**Id:**  
 CA001-1

**Approx. Acreage:**  
 0.2642

**Zoned:**   
 R-1AAA

**Evacuation & Flood Information**  
[Open Report](#)



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

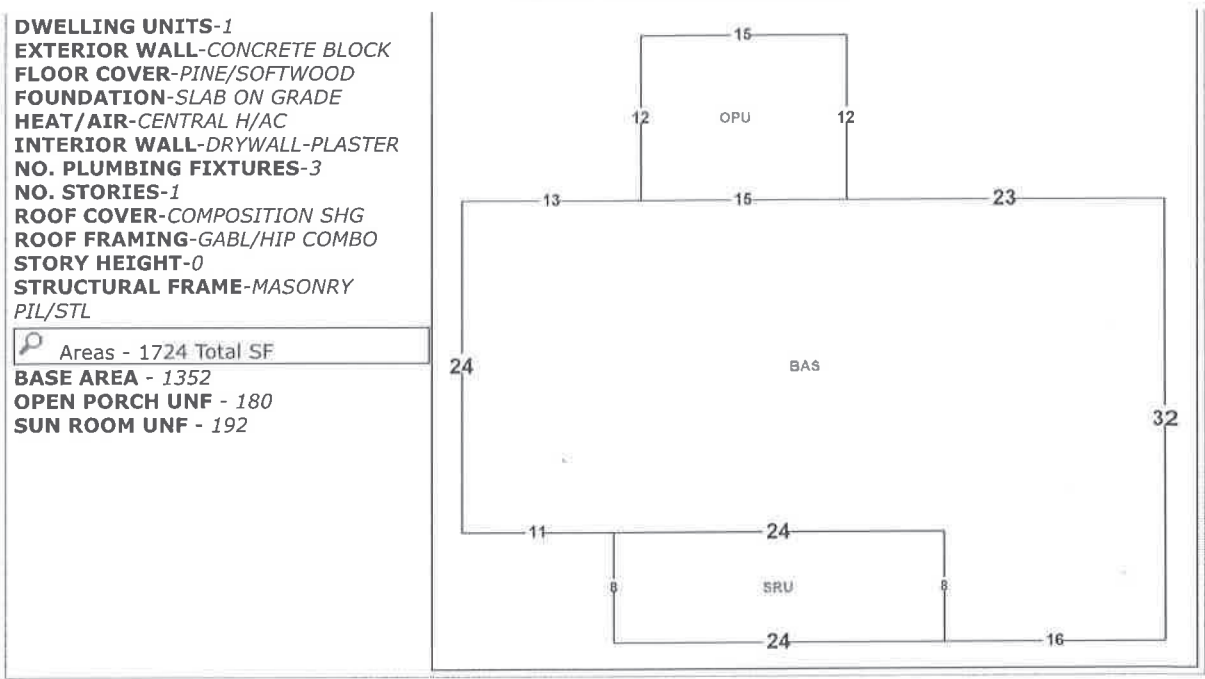
**Buildings**

Address: 303 CHIPLEY AVE, Year Built: 1953, Effective Year: 1953

**Structural Elements**

**DECOR/MILLWORK-AVERAGE**





2/6/19

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

Last Updated: 04/08/2020 (Ln. 3103)



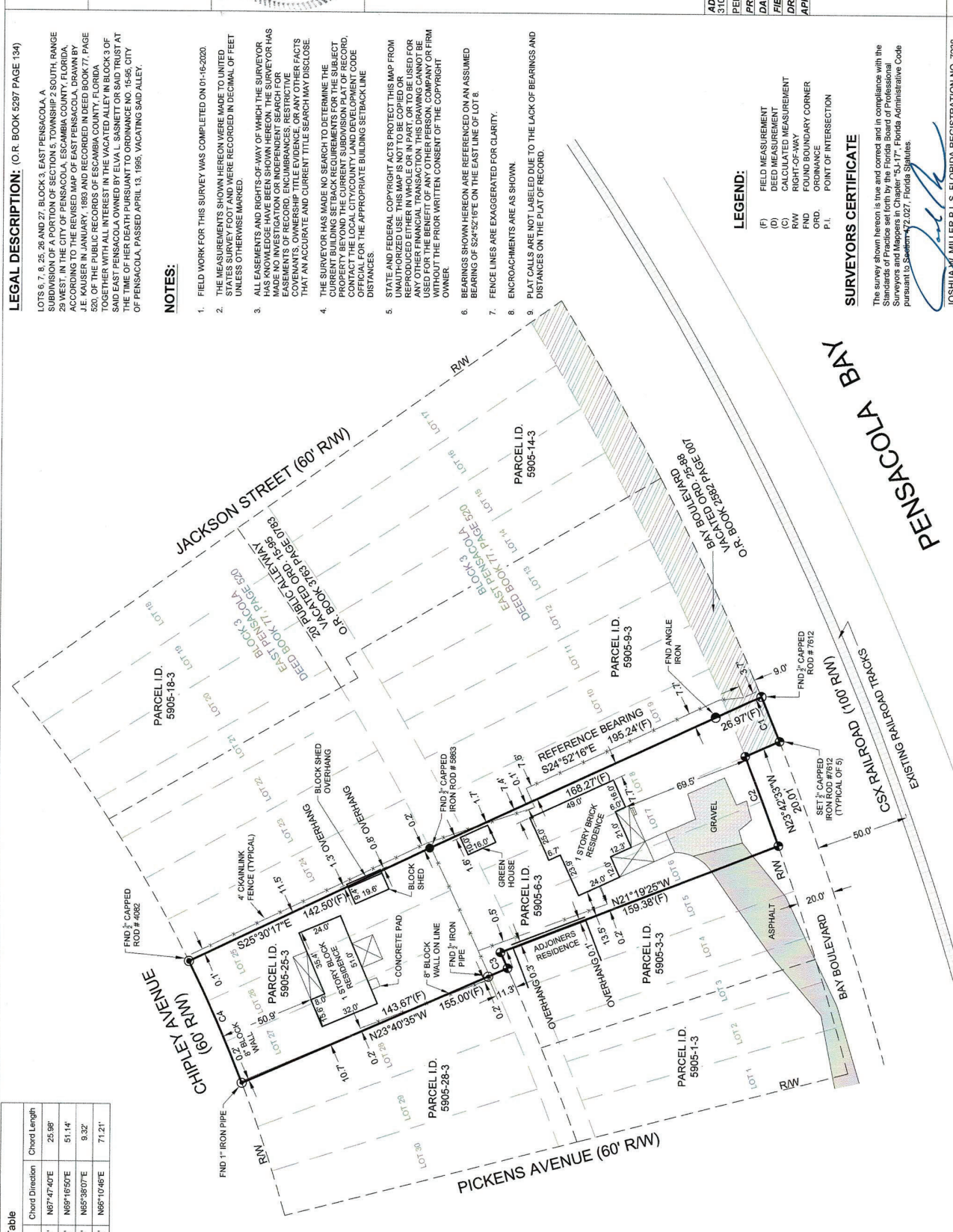
Curve Table				
Curve #	Length	Radius	Delta	Chord Length
C1	25.96'	1526.83'	0°59'29"	25.96'
C2	51.14'	1506.83'	1°56'40"	51.14'
C3	9.32'	1404.57'	0°22'46"	9.32'
C4	71.23'	760.32'	5°22'04"	71.21'

# LEGAL DESCRIPTION: (O.R. BOOK 5297 PAGE 134)

LOTS 6, 7, 8, 25, 26 AND 27, BLOCK 3, EAST PENSACOLA A SUBDIVISION OF A PORTION OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 28 WEST, IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE REVISED MAP OF EAST PENSACOLA, DRAWN BY J.E. KAUSER IN JANUARY, 1889 AND RECORDED IN DEED BOOK 77, PAGE 134, AND THE REVISED MAP OF ESCAMBIA COUNTY, FLORIDA, DRAWN BY J.E. KAUSER IN JANUARY, 1889 AND RECORDED IN DEED BOOK 77, PAGE 134, TOGETHER WITH ALL INTERESTS THEREIN, INCLUDING THE LOTS OF SAID EAST PENSACOLA OWNED BY EVELA J. SANNETT OR SAID TRUST AT THE TIME OF HER DEATH PURSUANT TO ORDINANCE NO. 1546, CITY OF PENSACOLA, PASSED APRIL 13, 1895, VACATING SAID ALLEY.

## NOTES:

1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 01-16-2020.
2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
3. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS, COVENANTS, OR OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. THE SURVEYOR HAS MADE NO SEARCH TO DETERMINE THE EXISTENCE OF RECORD EASEMENTS, COVENANTS, OR OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THE SURVEYOR HAS MADE NO SEARCH TO DETERMINE THE EXISTENCE OF RECORD EASEMENTS, COVENANTS, OR OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THE SURVEYOR HAS MADE NO SEARCH TO DETERMINE THE EXISTENCE OF RECORD EASEMENTS, COVENANTS, OR OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
5. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS DESIGNED. THE SURVEYOR HAS MADE NO SEARCH TO DETERMINE THE EXISTENCE OF RECORD EASEMENTS, COVENANTS, OR OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
6. BEARINGS SHOWN HEREON ARE REFERENCED ON AN ASSUMED BEARING OF S24°52'16"E ON THE EAST LINE OF LOT 8.
7. FENCE LINES ARE EXAGGERATED FOR CLARITY.
8. ENCROACHMENTS ARE AS SHOWN.
9. PLAT CALLS ARE NOT LABELED DUE TO THE LACK OF BEARINGS AND DISTANCES ON THE PLAT OF RECORD.



## SURVEYORS CERTIFICATE

The survey shown hereon is true and correct and in compliance with the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter "SJ-17", Florida Administrative Code Part 115, Subpart 1, 2.027, Florida Statutes.

JOSHUA W. MILLER P.L.S. FLORIDA REGISTRATION NO. 7238

SCALE: 1"=50'

SHEET 1 OF 1

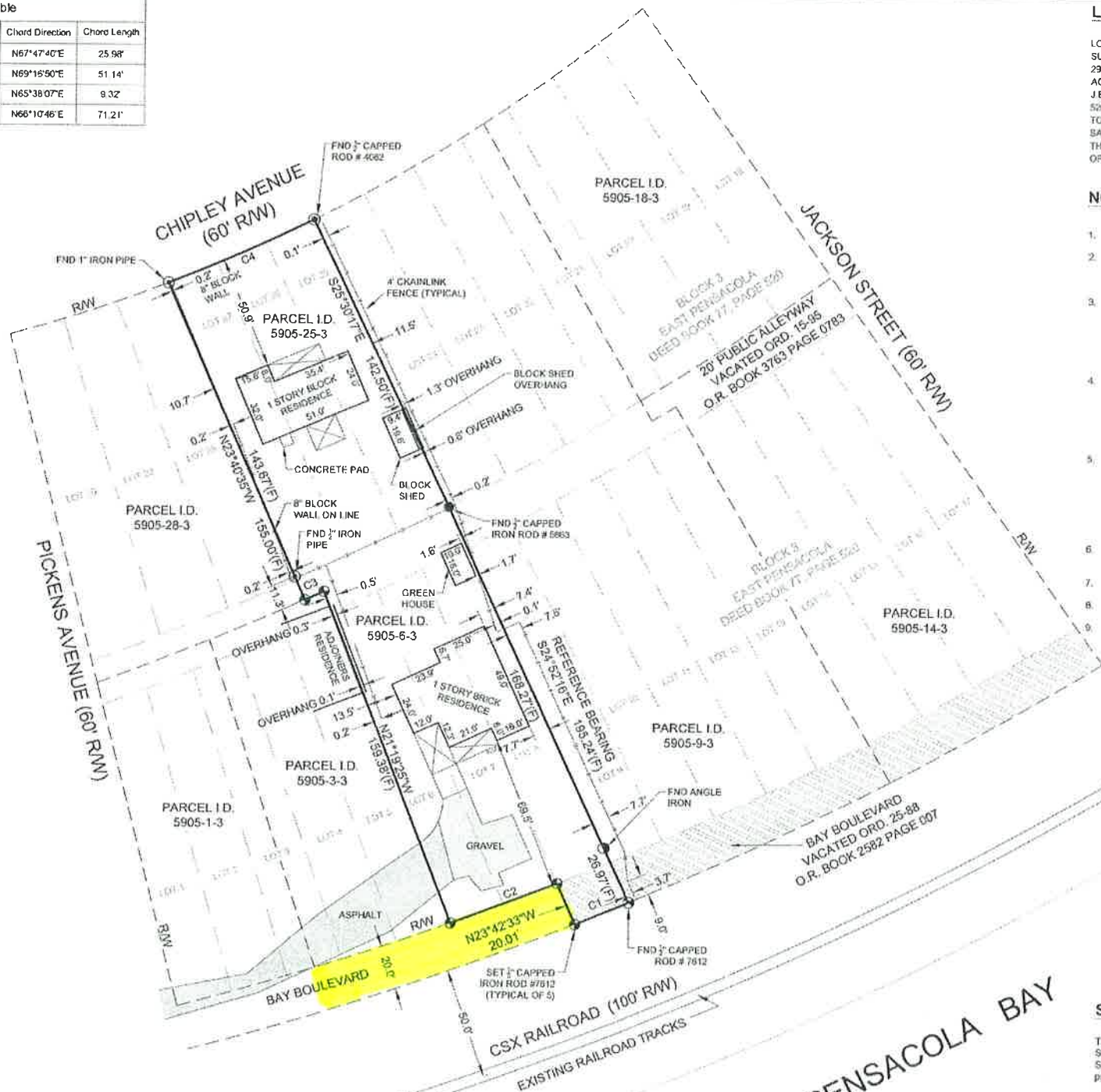
360 SURVEYING SERVICES  
1801 CREIGHTON RD.  
PENSACOLA, FL 32504  
850.857.4400

NOT VALID WITHOUT SEAL  
7238  
JOSHUA W. MILLER  
01/23/20

BOUNDARY SURVEY WITH IMPROVEMENTS

ADDRESS: 303 CHIPLEY AVE & 310 BAY BOULEVARD  
PENSACOLA, FLORIDA 32503  
PROJECT NUMBER: 2001048  
DATE: 01-23-2020  
FIELD BOOK: 131 PAGE: 31  
DRAWN BY: JLS  
APPROVED BY: JOSHUA W. MILLER

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	25.98'	1526.83'	0°58'29"	N67°47'40"E	25.98'
C2	51.14'	1506.83'	1°56'40"	N69°15'50"E	51.14'
C3	9.32'	1404.57'	0°22'48"	N65°38'07"E	9.32'
C4	71.23'	760.32'	5°22'04"	N66°10'46"E	71.21'



**LEGAL DESCRIPTION:** (O.R. BOOK 5297 PAGE 134)

LOTS 6, 7, 8, 25, 26 AND 27, BLOCK 3, EAST PENSACOLA, A SUBDIVISION OF A PORTION OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 23 WEST, IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE REVISED MAP OF EAST PENSACOLA, DRAWN BY J.E. KAUSER IN JANUARY, 1893 AND RECORDED IN DEED BOOK 77, PAGE 520, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA TOGETHER WITH ALL INTEREST IN THE VACATED ALLEY IN BLOCK 3 OF SAID EAST PENSACOLA OWNED BY ELVA L. GASNETT OR SAID TRUST AT THE TIME OF HER DEATH PURSUANT TO ORDINANCE NO. 15-95, CITY OF PENSACOLA, PASSED APRIL 13, 1995, VACATING SAID ALLEY.

- NOTES:**
1. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 01-16-2020.
  2. THE MEASUREMENTS SHOWN HEREON WERE MADE TO UNITED STATES SURVEY FOOT AND WERE RECORDED IN DECIMAL OF FEET UNLESS OTHERWISE MARKED.
  3. ALL EASEMENTS AND RIGHTS-OF-WAY OF WHICH THE SURVEYOR HAS KNOWLEDGE HAVE BEEN SHOWN HEREON. THE SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
  4. THE SURVEYOR HAS MADE NO SEARCH TO DETERMINE THE CURRENT BUILDING SETBACK REQUIREMENTS FOR THE SUBJECT PROPERTY BEYOND THE CURRENT SUBDIVISION PLAT OF RECORD. CONTACT THE LOCAL CITY/COUNTY LAND DEVELOPMENT CODE OFFICIAL FOR THE APPROPRIATE BUILDING SETBACK LINE DISTANCES.
  5. STATE AND FEDERAL COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED EITHER IN WHOLE OR IN PART, OR TO BE USED FOR ANY OTHER FINANCIAL TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT THE PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER.
  6. BEARINGS SHOWN HEREON ARE REFERENCED ON AN ASSUMED BEARING OF S24°52'15"E ON THE EAST LINE OF LOT 8.
  7. FENCE LINES ARE EXAGGERATED FOR CLARITY.
  8. ENCROACHMENTS ARE AS SHOWN.
  9. PLAT CALLS ARE NOT LABELED DUE TO THE LACK OF BEARINGS AND DISTANCES ON THE PLAT OF RECORD.

- LEGEND:**
- (F) FIELD MEASUREMENT
  - (D) DEED MEASUREMENT
  - (C) CALCULATED MEASUREMENT
  - RAW RIGHT-OF-WAY
  - FND FOUND BOUNDARY CORNER
  - ORD. ORDINANCE
  - P.I. POINT OF INTERSECTION

**SURVEYORS CERTIFICATE**

The survey shown hereon is true and correct and in compliance with the Standards of Practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter "5J-17", Florida Administrative Code pursuant to Section 472.027, Florida Statutes.

*Joshua W. Miller*  
 JOSHUA W. MILLER P.L.S. FLORIDA REGISTRATION NO. 7238

**360 SURVEYING SERVICES**  
 1801 CREIGHTON RD  
 PENSACOLA, FL 32504  
 850 857 4400

NOT VALID WITHOUT A RAISED SEAL

BOUNDARY SURVEY WITH IMPROVEMENTS

ADDRESS: 303 CHIPLEY AVE & 310 BAY BOULEVARD  
 PENSACOLA, FLORIDA 32503  
 PROJECT NUMBER: 2001048  
 DATE: 01-23-2020  
 FIELD BOOK: 131 PAGE: 31  
 DRAWN BY: JLS  
 APPROVED BY: JOSHUA W. MILLER

SCALE: 1"=50'

SHEET 1 OF 1



Department:	Comments:
FIRE	No objections.
PW/E	He still need to correct his original application to not include Lot 8 in the description. Bay Blvd adjoining Lot 8 was vacated in 1988.
Insp Svcs	No objections.
ESP	Pensacola Energy has an active 2" gas main within this R/W. We would therefore need to reserve a utility easement and the ability to access the gas main.
ECUA	ECUA has active water and sewer mains within the area requested to be vacated. It is essential that ECUA staff have unobstructed access to these facilities for operation and maintenance at all times. Therefore, ECUA will require a utility easement to be retained over the entire length and width of the vacated area, should the City Council approve the vacation. ECUA would prefer that the petitioner enter into an easement agreement by way of ECUA's standard easement to provide ECUA with legal authority to enter the property for the aforementioned purposes. Please have the petitioner contact me with more information, a copy of ECUA's standard easement language and a map of the infrastructure in the area. Alternatively, the petitioner may relocate the utilities to public right-of-way at their cost.
GPW	No comments.
ATT	AT&T has no facilities in the Bay Blvd ROW and has no objections to the ROW Vacation.
Surveyor	Correct the application to not include Lot 8 in the description. No objection to the vacation for the full 20' width as per the amended application.

## Cynthia Cannon

---

**From:** Annie Bloxson  
**Sent:** Monday, April 13, 2020 1:28 PM  
**To:** Cynthia Cannon  
**Subject:** RE: Bay Blvd Vacation of ROW

Good Afternoon,

I do not oppose to the Vacation of ROW for requested lots 6, 7 and 8 (310 Bay Blvd).

Respectfully,

### Annie Bloxson

Fire Marshal

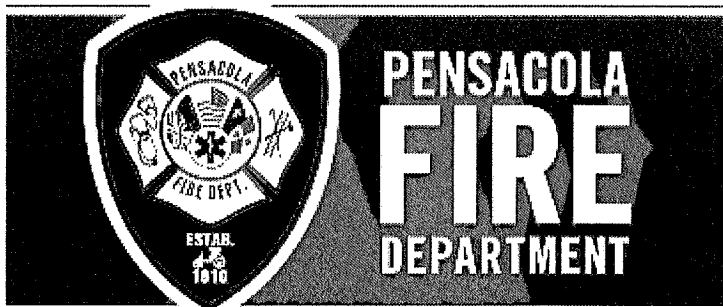
Visit us at [PensacolaFire.com](http://PensacolaFire.com)

475 E. Strong St.

Pensacola, FL 32501

Office: 850.436.5200

[abloxson@cityofpensacola.com](mailto:abloxson@cityofpensacola.com)



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

**From:** Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>

**Sent:** Wednesday, April 8, 2020 2:45 PM

**To:** Amy Hargett <[ahargett@cityofpensacola.com](mailto:ahargett@cityofpensacola.com)>; Andre Calaminus (ECUA) <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Annie Bloxson <[ABloxson@cityofpensacola.com](mailto:ABloxson@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Brian Cooper <[bcooper@cityofpensacola.com](mailto:bcooper@cityofpensacola.com)>; Chris Mauldin <[CMauldin@cityofpensacola.com](mailto:CMauldin@cityofpensacola.com)>; Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>; Derrik Owens <[DOWens@cityofpensacola.com](mailto:DOWens@cityofpensacola.com)>; Diane Moore <[DMoore@cityofpensacola.com](mailto:DMoore@cityofpensacola.com)>; Heather Lindsay <[HLindsay@cityofpensacola.com](mailto:HLindsay@cityofpensacola.com)>; Jonathan Bilby <[JBilby@cityofpensacola.com](mailto:JBilby@cityofpensacola.com)>; Karl Fenner (AT&T) <[KF5345@att.com](mailto:KF5345@att.com)>; Kellie L. Simmons (Gulf Power) <[kellie.simmons@nexteraenergy.com](mailto:kellie.simmons@nexteraenergy.com)>; Leslie Statler <[LStatler@cityofpensacola.com](mailto:LStatler@cityofpensacola.com)>; Miriam Woods <[MWoods@cityofpensacola.com](mailto:MWoods@cityofpensacola.com)>; Paul A Kelly(GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Ryan J. Novota <[RNovota@cityofpensacola.com](mailto:RNovota@cityofpensacola.com)>; Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>; Stephen Kennington (AT&T)

## Cynthia Cannon

---

**From:** Derrik Owens  
**Sent:** Thursday, April 9, 2020 12:13 PM  
**To:** Cynthia Cannon  
**Subject:** FW: Bay Blvd Vacation of ROW

PW&F has no objection to the subject request....

**From:** Ryan J. Novota <RNovota@cityofpensacola.com>  
**Sent:** Thursday, April 9, 2020 11:58 AM  
**To:** Derrik Owens <DOwens@cityofpensacola.com>  
**Subject:** RE: Bay Blvd Vacation of ROW

From looking at the information given it appears the vacation of Lot 8 has already been performed. The current house at the location sits on lots 6, 7 and 8, along with past lot 8 the vacation of the right of way for the rest of the block has already been done. Also this part of bay blvd runs next to the railroad and is currently undeveloped. Resulting in the vacation of lots 6 and 7 I do not see an issue with performing.

## Ryan Novota

Transportation Engineer  
City of Pensacola  
850.435.1755

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

**From:** Cynthia Cannon <CCannon@cityofpensacola.com>  
**Sent:** Wednesday, April 8, 2020 2:45 PM  
**To:** Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>  
**Subject:** Bay Blvd Vacation of ROW

Good Afternoon All,

Please review and comment on the attached request before the Planning Board for a Vacation of ROW over lots 6, 7 and 8, Block 3, East Pensacola Bay Blvd. Please provide comments **by close of business on Wednesday April 15, 2020.**

Thank you!

## Cynthia Cannon

---

**From:** Jonathan Bilby  
**Sent:** Thursday, April 9, 2020 12:14 PM  
**To:** Cynthia Cannon  
**Subject:** RE: Bay Blvd Vacation of ROW

No issues with me.

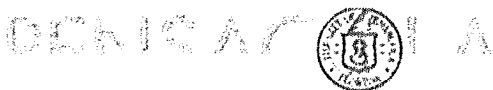
**From:** Cynthia Cannon  
**Sent:** Wednesday, April 8, 2020 2:45 PM  
**To:** Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>  
**Subject:** Bay Blvd Vacation of ROW

Good Afternoon All,

Please review and comment on the attached request before the Planning Board for a Vacation of ROW over lots 6, 7 and 8, Block 3, East Pensacola Bay Blvd. Please provide comments **by close of business on Wednesday April 15, 2020.**

Thank you!

**Cynthia Cannon, AICP**  
*Assistant Planning Director*  
Visit us at <http://cityofpensacola.com>  
222 W Main St.  
Pensacola, FL 32502  
Office: 850.435-1670  
[ccannon@cityofpensacola.com](mailto:ccannon@cityofpensacola.com)



FLORIDA'S FIRST & FUTURE

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## Cynthia Cannon

---

**From:** Diane Moore  
**Sent:** Wednesday, April 15, 2020 8:15 AM  
**To:** Cynthia Cannon  
**Subject:** RE: Bay Blvd Vacation of ROW

Cynthia,  
Pensacola Energy has an active 2" gas main within this R/W. We would therefore need to reserve a utility easement and the ability to access the gas main.

Thanks,  
Diane

Diane Moore | Gas Distribution Engineer  
Pensacola Energy | 1625 Atwood Drive, Pensacola, FL 32514  
Desk: 850-474-5319 | Cell: 850-324-8004 | Fax: 850-474-5331  
Email: [dmoore@cityofpensacola.com](mailto:dmoore@cityofpensacola.com)

\*\*\*Please consider the environment before printing this email.



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

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**Sent:** Wednesday, April 8, 2020 2:45 PM  
**To:** Amy Hargett <[ahargett@cityofpensacola.com](mailto:ahargett@cityofpensacola.com)>; Andre Calaminus (ECUA) <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Annie Bloxson <[ABloxson@cityofpensacola.com](mailto:ABloxson@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Brian Cooper <[bcooper@cityofpensacola.com](mailto:bcooper@cityofpensacola.com)>; Chris Mauldin <[CMauldin@cityofpensacola.com](mailto:CMauldin@cityofpensacola.com)>; Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>; Derrik Owens <[DOWens@cityofpensacola.com](mailto:DOWens@cityofpensacola.com)>; Diane Moore <[DMoore@cityofpensacola.com](mailto:DMoore@cityofpensacola.com)>; Heather Lindsay <[HLindsay@cityofpensacola.com](mailto:HLindsay@cityofpensacola.com)>; Jonathan Bilby <[JBilby@cityofpensacola.com](mailto:JBilby@cityofpensacola.com)>; Karl Fenner (AT&T) <[KF5345@att.com](mailto:KF5345@att.com)>; Kellie L. Simmons (Gulf Power) <[kellie.simmons@nexteraenergy.com](mailto:kellie.simmons@nexteraenergy.com)>; Leslie Statler <[LStatler@cityofpensacola.com](mailto:LStatler@cityofpensacola.com)>; Miriam Woods <[MWoods@cityofpensacola.com](mailto:MWoods@cityofpensacola.com)>; Paul A Kelly (GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Ryan J. Novota <[RNovota@cityofpensacola.com](mailto:RNovota@cityofpensacola.com)>; Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>; Stephen Kennington (AT&T) <[sk1674@att.com](mailto:sk1674@att.com)>  
**Subject:** Bay Blvd Vacation of ROW

Good Afternoon All,

Please review and comment on the attached request before the Planning Board for a Vacation of ROW over lots 6, 7 and 305 8, Block 3, East Pensacola Bay Blvd. Please provide comments **by close of business on Wednesday April 15, 2020.**

## Cynthia Cannon

---

**From:** Andre Calaminus <andre.calaminus@ecua.fl.gov>  
**Sent:** Wednesday, April 15, 2020 4:05 PM  
**To:** Cynthia Cannon  
**Subject:** [EXTERNAL] RE: Bay Blvd Vacation of ROW

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

Good afternoon Cynthia,

ECUA has active water and sewer mains within the area requested to be vacated. It is essential that ECUA staff have unobstructed access to these facilities for operation and maintenance at all times. Therefore, ECUA will require a utility easement to be retained over the entire length and width of the vacated area, should the City Council approve the vacation. ECUA would prefer that the petitioner enter into an easement agreement by way of ECUA's standard easement to provide ECUA with legal authority to enter the property for the aforementioned purposes. Please have the petitioner contact me with more information, a copy of ECUA's standard easement language and a map of the infrastructure in the area. Alternatively, the petitioner may relocate the utilities to public right-of-way at their cost.

Thank you,

**Andre Calaminus | Right of Way Agent | Emerald Coast Utilities Authority |**  
P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: [www.ecua.fl.gov](http://www.ecua.fl.gov) |  
Phone: (850) 969-5822 | Fax: (850) 969-6511 |

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**Sent:** Wednesday, April 8, 2020 2:45 PM  
**To:** Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly (GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>  
**Subject:** Bay Blvd Vacation of ROW

**\*\*WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders \*\***

Good Afternoon All,

Please review and comment on the attached request before the Planning Board for a Vacation of ROW over lots 6, 7 and 8, Block 3, East Pensacola Bay Blvd. Please provide comments **by close of business on Wednesday April 15, 2020.**

Thank you!

**Cynthia Cannon, AICP**



## Cynthia Cannon

---

**From:** Simmons, Kellie <Kellie.Simmons@nexteraenergy.com>  
**Sent:** Wednesday, June 24, 2020 2:53 PM  
**To:** Cynthia Cannon  
**Subject:** RE: [EXTERNAL] RE: Bay Blvd Vacation of ROW

No.

**From:** Cynthia Cannon <CCannon@cityofpensacola.com>  
**Sent:** Wednesday, June 24, 2020 2:48 PM  
**To:** Simmons, Kellie <Kellie.Simmons@nexteraenergy.com>  
**Subject:** RE: [EXTERNAL] RE: Bay Blvd Vacation of ROW

Caution - External Email (ccannon@cityofpensacola.com)

[Report This Email](#) [Tips](#)

Kelly,

Did you have any additional comments on the vacation of right-of-way?

Thank you,

### Cynthia Cannon, AICP

*Assistant Planning Director*

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435-1670

[ccannon@cityofpensacola.com](mailto:ccannon@cityofpensacola.com)



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**From:** Simmons, Kellie <Kellie.Simmons@nexteraenergy.com>  
**Sent:** Thursday, April 16, 2020 2:24 PM  
**To:** Cynthia Cannon <CCannon@cityofpensacola.com>  
**Subject:** [EXTERNAL] RE: Bay Blvd Vacation of ROW

## Cynthia Cannon

---

**From:** ST PIERRE, ROB A <RS634Y@att.com>  
**Sent:** Wednesday, April 8, 2020 4:06 PM  
**To:** Cynthia Cannon  
**Subject:** [EXTERNAL] FW: Bay Blvd Vacation of ROW  
**Attachments:** 2020.4.8 Application for Vacation of Right of Way with survey.pdf

### THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Cynthia,

AT&T has no facilities in the Bay Blvd ROW and has no objections to the ROW Vacation.

Thanks,

**Rob St. Pierre**  
Manager, OSP Plng & Eng  
Technology Operations

**AT&T**  
605 W Garden St. Pensacola, FL 32502  
o 850.436.1701 | [rs634y@att.com](mailto:rs634y@att.com)

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**From:** FENNER, KARL L <kf5345@att.com>  
**Sent:** Wednesday, April 08, 2020 2:50 PM  
**To:** ST PIERRE, ROB A <RS634Y@att.com>  
**Subject:** FW: Bay Blvd Vacation of ROW

**Karl Fenner**  
Area Manager – OSP Plng and Eng  
Access Construction & Engineering, AL/NWFL OSPCE + SER PDT/SOC

**AT&T – BellSouth Telecommunications, LLC**  
605 W Garden St, Pensacola, FL 32502  
m 850-393-2318 | o 850.436.1485 | [kf5345@att.com](mailto:kf5345@att.com)

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## Cynthia Cannon

---

**From:** Leslie Odom  
**Sent:** Tuesday, April 21, 2020 12:38 PM  
**To:** Cynthia Cannon  
**Subject:** RE: [EXTERNAL] RE: Phone call

He still need to correct his original application to not include Lot 8 in the description. Bay Blvd adjoining Lot 8 was vacated in 1988. No need to confuse the world and attempt to vacate the same portion twice.

Les Odom  
[Lodom@cityofpensacola.com](mailto:Lodom@cityofpensacola.com)  
City Surveyor  
Public Works & Facilities  
City of Pensacola  
850-436-5531



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**From:** Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>  
**Sent:** Tuesday, April 21, 2020 12:00 PM  
**To:** Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>  
**Subject:** RE: [EXTERNAL] RE: Phone call

He may retract the amended application and go forward with his initial application in June.

### Cynthia Cannon, AICP

Assistant Planning Director  
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Pensacola, FL 32502  
Office: 850.435-1670  
[ccannon@cityofpensacola.com](mailto:ccannon@cityofpensacola.com)



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**From:** Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>  
**Sent:** Tuesday, April 21, 2020 9:00 AM  
**To:** Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>  
**Subject:** RE: [EXTERNAL] RE: Phone call

Since the application now includes additional properties (Ranney), the application needs to include the Ranney vesting deed and the most recent survey available of the Ranney property.

Les Odom  
[Lodom@cityofpensacola.com](mailto:Lodom@cityofpensacola.com)  
City Surveyor  
Public Works & Facilities  
City of Pensacola  
850-436-5531



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**From:** Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>  
**Sent:** Tuesday, April 21, 2020 8:37 AM  
**To:** Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>  
**Cc:** Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>; Leslie Statler <[LStatler@cityofpensacola.com](mailto:LStatler@cityofpensacola.com)>  
**Subject:** FW: [EXTERNAL] RE: Phone call

Hi Les,

The applicant for the 310 Bay BLVD vacation of ROW just submitted an amended application (attached). I explained to him that I would have to re-route this to all the reviewing agencies for comments again. Before I do that though I wanted to see what new information you would need and have Mr. Harper provide that prior to my re-routing his application.

Form

If you have a list of items that you normally like to review on these types of applications then I will add that to our application and try to get those submitted in the beginning of the process from now on.

Thank you!

**Cynthia Cannon, AICP**  
Assistant Planning Director  
Visit us at <http://cityofpensacola.com>

310

## Cynthia Cannon

---

**From:** Leslie Odom  
**Sent:** Wednesday, June 24, 2020 3:14 PM  
**To:** Cynthia Cannon  
**Cc:** Heather Lindsay  
**Subject:** RE: [EXTERNAL] Amended Application

No objections to the vacation for the full 20' width as per the amended application.

Les Odom  
City Surveyor  
Office: 850-436-5531

---

**From:** Cynthia Cannon <CCannon@cityofpensacola.com>  
**Sent:** Wednesday, June 24, 2020 2:54 PM  
**To:** Leslie Odom <LOdom@cityofpensacola.com>  
**Subject:** RE: [EXTERNAL] Amended Application

Les,

Did you have comments regarding the vacation request for the full 20' of the easement vs. 10' to the centerline? I don't believe I have any written comments from you on this matter.

Thank you,

**Cynthia Cannon, AICP**  
*Assistant Planning Director*  
Visit us at <http://cityofpensacola.com>  
222 W Main St.  
Pensacola, FL 32502  
Office: 850.435-1670  
[ccannon@cityofpensacola.com](mailto:ccannon@cityofpensacola.com)



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---

**From:** Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>  
**Sent:** Tuesday, June 23, 2020 12:03 PM  
**To:** Heather Lindsay <[HLindsay@cityofpensacola.com](mailto:HLindsay@cityofpensacola.com)>; Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>  
**Cc:** Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>  
**Subject:** RE: [EXTERNAL] Amended Application



## **MINUTES OF THE PLANNING BOARD**

**July 14, 2020**

**MEMBERS PRESENT:** Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Wiggins

**MEMBERS VIRTUAL:** Board Member Murphy, Board Member Sampson

**MEMBERS ABSENT:** Board Member Grundhoefer, Board Member Powell

**STAFF PRESENT:** Assistant Planning Director Cannon, Senior Planner Statler, Assistant City Attorney Lindsay (cell phone), Historic Preservation Planner Harding, Network Engineer Johnston, Digital Media Coordinator Rose

**OTHERS VIRTUAL:** Louis E. Harper

### **AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from June 9, 2020.
- **New Business:**
  1. **Request for Vacation of Right-of-Way – 310 and 306 Bay Boulevard**
- Open Forum
- Discussion on the Proposed Amendment to the Tree Ordinance
- Adjournment

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

Chairperson Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the virtual Board meeting.

### **Approval of Meeting Minutes**

**Vice Chairperson Larson made a motion to approve the June 9, 2020 minutes, seconded by Board Member Wiggins, and it carried unanimously.**

## **New Business**

### **REQUEST FOR VACATION OF RIGHT-OF-WAY – 310 AND 306 BAY BOULEVARD**

The Planning Department received a request from Mary Catherine and Louis E. Harper III for a Vacation of Right-of-Way (ROW) of Bay Boulevard (a 20' right-of-way) on 310 Bay Boulevard (Lots 6, 7 and 8, Block 3, East Pensacola) and 306 Bay Boulevard (East half of Lot 3 and all of Lots 4 and 5). The applicant has stated the ROW is no longer needed as a public thoroughfare in that it does not provide access to any other public road or ROW and that it terminates on Lot 7, Block 3.

Chairperson Ritz explained he did not want to set a precedent for doing something besides splitting a right-of-way and giving it to the property owners on each side. His idea was that it needed to follow the standard for vacation of property so if the property was vacated, half would go to the property on the north and half to the property on the south. Staff advised the property vacated would be in front of 306 and 310 Bay Boulevard. Chairperson Ritz indicated that anyone going over the railroad tracks to obtain access to the water was actually trespassing.

Mr. Harper presented to the Board and agreed to get to the water, one would trespass on the railroad property and also agreed that the vacation would result in 10' to the property owner and 10' to the railroad. He pointed out that Bay Boulevard actually terminates in the center of his property and does not permit any access to a public road or any other means to get to another piece of property. Emergency vehicle access is now available on the north side via Chipley Avenue; the remaining portion of Bay Boulevard would provide his neighbors access to their property as well as allow access to the emergency vehicles. He also presented photos showing an asphalt driveway which was perceived as Bay Boulevard but was actually private property, with the right-of-way existing to the right and toward the water. He then presented a video showing the heavy brush landscape. Board Member Murphy asked if they would be building anything on the right-of-way and would the utility easements stay in place. It was determined they had no plans to build, and the gas utility easement would remain.

Dan Farley asked if the concrete table presented in the video was on Bayview or the right-of-way, and Chairperson Ritz explained it was on previously vacated property around 1988, and this request was for property to the west not vacated in the 1980s. He advised the easement was south between the asphalt driveway and the bluff and railroad. Mr. Farley stated in visiting this site, it would be challenging to be anywhere on that slope.

Michael Allen stated Bayview Boulevard had originally been platted around the entire perimeter of East Pensacola Heights. Over the years, it had been chipped away by landowners who purchased property without an easement being abandoned and then later applied. This time, the property owner acquired the property with an easement before building a house. He explained it appeared the City had reinstated a policy of giving away waterfront land that is an amenity to the interior landowners; he objected to this and encouraged the Board to look closely at the idea of giving away waterfront view or access to adjacent landowners without a compelling reason that it serves the public good. Board Member Wiggins explained that the City could not legally sell the right-of-way, and the landowner had to go through this process to acquire the land; it would also benefit the general public when the Board does things like this because it now becomes taxable land which goes into the coffers; it also is not giving them an access to the water which they don't already have. She also pointed out going across the existing railroad was

trespassing.

Harriet Allen advised this property was the only south facing right-of-way, and even though it is not a large amount of land, it would still be a great trail for walkers to enjoy the view. Also, it is a historically significant area with artifacts being discovered in the right-of-way on the other side of this property, and she was opposed to abandoning the right-of-way. Chairperson Ritz explained artifacts were not isolated to this piece of property.

(Ms. Johnson could not be reached by phone or email for input.)

Elizabeth Benchley, an archaeologist who participated in the survey of the right-of-way area under consideration, advised that the level areas of the right-of-way are an important part of the Tristan de Luna settlement site and offered to answer any questions.

Board Member Wiggins stated she had tried to canvass this area for a political candidate, and it was impossible to traverse, however, access to the water could be attained through Pickens Avenue. She did not have a problem with this vacation, and explained this could be a public safety issue in keeping people off the railroad tracks. With the 10' split, Chairperson Ritz also had no problem with the vacation.

**Board Member Wiggins made a motion to approve, seconded by Vice Chairperson Larson. Vice Chairperson Larson was concerned that UWF would not have access to the archaeological area, and staff advised they would have access to the full width easement, and this request would be presented to Council for final decision on August 13. The motion then carried 4 to 1 with Vice Chairperson Larson dissenting.**

**Open Forum** – None

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

Board Member Murphy advised due to the Covid-19, they were still working on the method of conducting public workshops.

**Adjournment** – With no further business, Chairperson Ritz thanked the Board for its patience with the change in methods of physical and virtual participation and adjourned the meeting at 2:40 pm.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary to the Board





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 20-00422

City Council

8/13/2020

---

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Vice President Jared Moore

**SUBJECT:**

MARTIN LUTHER KING, JR. BOULEVARD-ALCANIZ STREET AND DAVIS HIGHWAY TWO-WAY CONVERSION

**RECOMMENDATION:**

That the City Council request that the Florida-Alabama Transportation Planning Organization (FL-AL TPO) and the Florida Department of Transportation (FDOT) move forward with the two-way conversion of Martin Luther King, Jr. Boulevard/Alcaniz Street and Davis Highway

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The two-way conversion of Martin Luther King, Jr. Boulevard/Alcaniz Street and Davis Highway is a priority project identified in the Eastside and Urban Core Community Redevelopment Plans. In 2019, the Florida Department of Transportation (FDOT) expressed a commitment to initiating a traffic study to determine the feasibility and estimated cost related to the conversion of these corridors from one-way to two-way traffic. HDR Engineering was engaged through the Florida-Alabama Transportation Planning Organization (FL-AL TPO) to conduct the study from the I-110 interstate ramp to Wright Street. The study has been completed and contains findings and recommendations related to moving the project forward to implementation. Cory Wilkinson with HDR Engineering will provide an overview presentation.

On July 8, 2020 and July 21, 2020, the study was presented to the Eastside and Urban Core Redevelopment Boards, respectively. Both Boards recommended that the FL-AL TPO and FDOT move forward with the two-way street conversion. Further consideration of the design recommendations contained in the study was requested by the Urban Core Redevelopment Board as the project moves forward to design.

**PRIOR ACTION:**

July 10, 2019 - The ERB authorized a statement of support for the Martin Luther King, Jr.-Alcaniz and Davis Two-Way Conversion project and recommended inclusion of the project in the FY2020 CRA Work Plan.

315

August 5, 2019 - The CRA approved the FY2020 CRA Work Plan which included the Martin Luther King, Jr.-Alcaniz and Davis Two-Way Conversion project.

July 8, 2020 - The ERB recommended that the two-conversion of Martin Luther King, Jr.-Alcaniz and Davis Highway move forward and recommended the project as a project within its recommended project list and 5-year implementation plan for Fiscal Years 2021 to 2025.

July 21, 2020 - The UCRB recommended that the two-conversion of Martin Luther King, Jr.-Alcaniz and Davis Highway move forward and recommended the project as a priority within its recommended project list and 5-year implementation plan for Fiscal Years 2021 to 2025.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive  
M. Helen Gibson, AICP, CRA Administrator  
Victoria D'Angelo, Asst. CRA Administrator

**ATTACHMENTS:**

- 1) MLK-Alcaniz-Davis Two-Way Traffic Feasibility Study

**PRESENTATION:** Yes

# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

## Two-Way Conversion Traffic Feasibility Study

Florida – Alabama Transportation Planning Organization (FL-AL TPO)  
Emerald Coast Regional Council (ECRC)

June 2020

Final





# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

## Two-Way Conversion Traffic Feasibility Study

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# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

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## Executive Summary

### Project Purpose

At the request of Councilwoman Hill (City of Pensacola Council District 6), the Florida Department of Transportation (FDOT) District 3, has identified the need to develop a Two-Way Conversion Traffic Feasibility Study for Davis Highway and Dr. Martin Luther King, Jr. Drive (MLK Drive)/Alcaniz Street (SR 291). Currently, SR 291 is configured as two one-way pairs along Davis Highway (northbound), and MLK Drive (southbound) between SR 295 (Fairfield Drive) and E. Wright Street, a distance of approximately 2.2 miles. The purpose of the study is to determine the potential traffic impacts of converting Davis Highway and Dr. Martin Luther King Jr (MLK) Drive to two-way travel, as well as develop preliminary conceptual designs of the recommended improvements.

### Project Need

FDOT, the Emerald Coast Regional Council (ECRC), and HDR met with the City of Pensacola on June 28, 2019 to develop an understanding of the requested study. The study is needed for general safety improvements and to restore the neighborhood roadway network grid in the City of Pensacola Eastside Community Redevelopment Area.

The City of Pensacola Eastside Neighborhood Plan (January 2004) contains an Action Plan with the following goal, strategy, and action:

#### Section 5.2 Neighborhood Infrastructure

- (a) **Goal:** Improve public infrastructure to encourage the continued revitalization of the Eastside Neighborhood.
- (b) **Strategy:** Enhance the function and appearance of major transportation corridors in the Neighborhood.
- (2) **Action:** Explore the possibility of returning Dr. Martin Luther King Jr. Drive and Davis Highway to two-way collector level streets.

The City of Pensacola Eastside Redevelopment Board met on Tuesday, July 9, 2019 to discuss the project with the Helen Gibson (CRA Administrator), and Councilwoman Hill (Council District 6) as Chair of the Eastside Redevelopment Board. The Board passed a motion of support for the need for the study.

## Crash Analysis

There were 639 reported crashes along both corridors from 2014 to 2018. These crashes resulted in zero (0) fatalities within five years, 12 incapacitating injuries, 79 non-incapacitating injuries, and 153 possible injuries. There were eight (8) collisions involving pedestrians and four (4) involving bicyclists. The most common crash type reported was angle collisions with 156 crashes and approximately 24% of the total crashes. There were 134 (21%) rear-end crashes, 68 (11%) sideswipe crashes, and 54 (9%) off-road crashes.

There were seven (7) wrong-way crashes reported in the study area for the five-year history; however, several wrong-way vehicles were observed in the field (January 2020) with 13 wrong-way vehicles counted on MLK Drive and 15 on Davis Highway during the four-hour count period (November 2019). The crash reports show that there were many the sideswipe, other, and unknown crashes due to a vehicle in the right through lane attempting to turn left onto a cross street or driveway and colliding with a vehicle in the left through lane. At signalized intersections along both corridors, several of the crash reports indicate red light running, the driver did not notice the traffic signal, or both drivers thought the traffic signal was green; as such increased signal visibility and warning signage may be needed. Several angle crashes were noted along the corridor at unsignalized intersections that may need increased stop sign conspicuity and awareness. Finally, several angle crashes were noted along the corridor with possible sight distance issues due to trees, landscaping, or buildings including at the intersections; notably at the intersection of Alcaniz Street and Wright Street.

## Traffic Operations

Davis Highway and MLK Drive were assessed for potential traffic impacts from converting the corridors from their existing two, one-way pair configuration to two-way travel. The traffic operations of the No Build Condition (one-way pair) were compared to the Build Condition (two-way traffic). Under the Build Condition, all of the intersections are expected to operate at LOS D or better for both the AM and PM peak hours in the future year (2045). The Build Condition analysis results indicate that the overall facility is expected to operate at LOS D or better. The model results indicate no significant queuing in the AM or PM peak hour for Build conditions compared to the No Build condition.

Generalized Service Volume Tables (GSVT), found in the *FDOT Quality/LOS Handbook 2013*, were used to perform corridor capacity checks for MLK Drive and Davis Highway. The existing year (2019) and future year (2045) No Build and Build volumes were compared to the LOS D service volumes found in the GSVTs to assess the corridors' capacities. Analysis results show that both the MLK Drive and Davis Highway corridors are expected to operate well below the service volume for both the Build and No Build conditions.



## Recommendations and Conclusion

This Traffic Feasibility Study was conducted based on the need as identified by FDOT District 3 at the request of Councilwoman Hill (City of Pensacola Council District 6). Davis Highway and MLK Drive were assessed for potential traffic impacts of converting the corridors to two-way travel. In addition, this study provides preliminary conceptual designs of the recommended improvements.

**The results from the model indicate that the Build Condition with the two-way conversion in place operates at acceptable LOS.** Based on the analysis results, the following improvement recommendations are discussed below.

### Northern Tie-in at I-110

With the two-way conversion in place on MLK Drive and Davis Highway, a roundabout is recommended on the northern end to combine the two roadways into Davis Highway to the north. The following improvements are recommended:

- Construct a four-leg, single-lane roundabout to tie in MLK Drive, Davis Highway from the south, to Davis Highway to the north, and Hart Drive.
- Provide raised crosswalks on each approach leg at the roundabout.
- Provide pedestrian and/or green space in the remaining right of way.
- Relocate the driveway for the industrial use west of the roundabout further south on MLK Drive.
- Modify the driveway for the shopping center east of the I-110 intersection at Davis Highway (the eastern leg of the intersection) to allow left in, right in, through in, but right out only (prohibit left out and throughout). Due to the current split phasing at the signal, this will improve operations and queuing on the I-110 off-ramp approach, as well as on Davis Highway.
- Drop the inside southbound through lane on Davis Highway at the intersection with I-110 as a southbound left turn lane into the shopping center.

A conceptual design of these improvements is provided in **Figure A**.



Figure A: Design Concept Roundabout







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## Two-Way Conversion Traffic Feasibility Study

### Southern Tie-in at Wright Street

Similar to the northern tie-in, improvement recommendations are provided for the southern end of the one-way pair at Wright Street with the proposed two-way conversion of MLK Drive and Davis Highway in place. The following improvements are recommended:

- To better align the northbound approach of Alcaniz Street at Wright Street for traffic continuing northbound on Alcaniz Street, reduce the footprint of the northbound approach to two southbound exiting through lanes, one northbound left turn lane, one northbound through lane, and one northbound right turn lane.
- Perform a full signal warrant analysis at the intersection of Alcaniz Street and Wright Street and signalize if warranted. Signalization may be warranted based on the review of the crash data at this intersection. Signalization can help to relieve the existing safety concerns due to the sight distance issue with the building located in the northeast corner of the intersection. Furthermore, if this intersection is signalized, coordination with the signal to the south at Gregory Street and possibly a shared controller should be considered given the close spacing.
- Provide a pedestrian refuge area in the northbound approach of Alcaniz Street at Wright Street in the channelized right turn median.
- To better accommodate pedestrians along Alcaniz Street, which experiences high volumes of pedestrians during special events at the Pensacola Bay Center and the Grand Hotel, provide pedestrian and/or green space in remaining right of way.
- If it is desired to extend the proposed pedestrian enhancements along Alcaniz Street to the south, it is recommended to conduct additional analysis of Alcaniz Street. The analysis can extend along Alcaniz Street by the Pensacola Bay Center and to the south to determine if the existing six-lane section is necessary, or if a road diet can be implemented with the conversion of the extra right of way to pedestrian and/or green space. Similar to the previous recommendation, this could better serve the high volumes of pedestrian traffic experienced during special events.

A conceptual design of these improvements is provided in **Figure B**.



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KING JR. DRIVE / ALCANIZ STREET  
*Two-Way Conversion Traffic Feasibility Study*



Figure B: Design Concept Alcaniz Street/Wright Street





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## Two-Way Conversion Traffic Feasibility Study

### Cervantes Street at MLK Drive and Davis Highway

With the two-way conversion in place on MLK Drive and Davis Highway, the following improvements are recommended:

- Provide an eastbound left turn lane on Cervantes Street at the intersection of Cervantes Street and MLK Drive/Alcaniz Street.
- Provide a westbound left turn lane on Cervantes Street at the intersection of Cervantes Street and Davis Highway.

A conceptual design of these improvements is provided in **Figure C**.

### Texar Drive at MLK Drive and Davis Highway

The following improvements are recommended with MLK Drive and Davis Highway converted to two-way travel:

- Provide an eastbound left turn lane on Texar Drive at the intersection of Texar Drive and MLK Drive.
- Provide a westbound left turn lane on Texar Drive at the intersection of Texar Drive and Davis Highway.
- The model results indicate queuing on the southbound approach of Davis Highway at Texar Drive. The addition of a southbound turn lane on Davis Highway could be considered at this intersection; however, this may involve right of way and driveway impacts.

A conceptual design of these improvements is provided in **Figure D**.



Figure C: Design Concept Cervantes Street





Figure D: Design Concept Texar Drive





# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

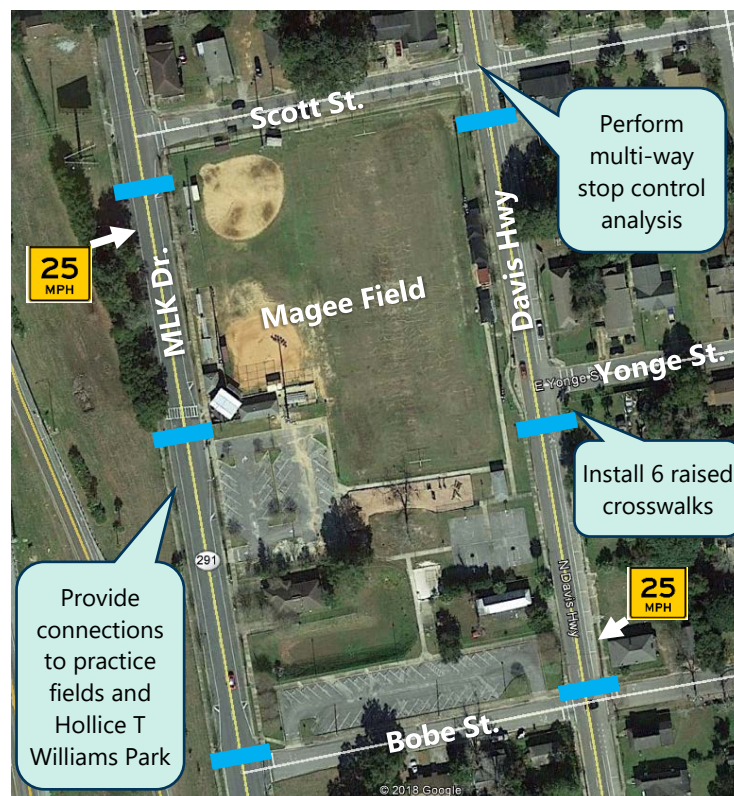
## Two-Way Conversion Traffic Feasibility Study

### Magee Field

Based on field coordination with the President of the East Pensacola Student Athlete Program, and the City of Pensacola (January 2020), there are safety concerns for pedestrians crossing MLK Drive and Davis Highway at Magee Field. The following improvements are recommended to enhance the safety of pedestrians and bicyclists and are depicted in **Figure E**:

- Install Advisory Speed Plaques (MUTCD W13-1P) for 25 mph on both Davis Highway and MLK Drive approaching Magee Field: at Bobe Street for northbound traffic and at Scott Street for southbound traffic.
- Provide six (6) raised crosswalks at the following locations:
  - MLK Drive at Scott Street (south side)
  - MLK Drive at existing midblock crossing
  - MLK Drive at Bobe Street (north side)
  - Davis Highway at Scott Street (south side)
  - Davis Highway at Young Street (south side)
  - Davis Highway at Bobe Street (north side)
- Perform all-way stop control analysis at Davis Highway and E Scott Street.
- Further study for pedestrian and bicycle connections and improvements to/from Magee Field to the existing practice fields under I-110, and to Hollice T Williams Park under I-110, which is planned for upgrades, including a proposed urban greenway.

**Figure E: Magee Field Improvements**





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## Two-Way Conversion Traffic Feasibility Study

### Corridor-Wide

- With the two-way conversion in place and to enhance the safety along both corridors, it is recommended to post the speed limit of both corridors at 30 mph within the study area. Currently, the posted speed limit on Alcaniz Street (Wright Street to Cervantes Street) is 30 mph, and 35 mph on MLK Drive (Cervantes Street to the I-110 ramps) and Davis Highway. The posted speed limit and other design elements will be determined during the design phase.
- Provide signal modification at signalized intersections to accommodate two-way conversion.
- Enhanced lighting, such as LED, should be added throughout the corridor, especially at the crosswalks. Crash history indicated that 20% of crashes occurred in dark conditions.
- Sidewalks should be provided on both sides of the road and existing sidewalk gaps should be completed from E Leonard Street to Texar Drive on Davis Highway (shown in **Figure F**).

**Figure F: Sidewalk Gap on Davis Highway South of Anderson Street**



- Bicycle lanes are not proposed at the recommendation of the City of Pensacola to emphasize the prioritized need for on-street parking, and to not acquire additional right-of-way.
- The southbound right turn lane at MLK Drive/Alcaniz Street at Cervantes Street and at MLK Drive at Maxwell Street could be considered for removal in place for additional green space or pedestrian space.
- Countermeasures (such as signal backplates and advanced signal warning signage) should be considered at the following intersections to increase the signal visibility and awareness:
  - MLK Drive at Maxwell Street
  - Davis Highway at Blount Street
  - MLK Drive and Texar Drive
  - Davis Highway and Texar Drive
  - Fairfield Drive/Davis Highway

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## Two-Way Conversion Traffic Feasibility Study

- Review and improve possible sight distance issues due to trees, landscaping, or buildings at the intersections, including:
  - Davis Highway and Cross Street
  - Davis Highway and Jordan Street
  - Davis Highway and De Soto Street
  - Alcaniz Street and Wright Street (shown in **Figure G**)

**Figure G: Alcaniz Street at Wright Street – North Approach Facing South**



- Provide improved stop sign conspicuity and awareness at unsignalized intersections along the corridor, including Davis Highway and Maxwell Street.
- If the two-way conversion is not implemented along Davis Highway and MLK Drive, it is recommended to provide additional signage to indicate the one-way flow and discourage wrong-way travel. The safety improvements previously discussed should also be implemented.
- Improvements should be consistent with the Urban Core Community Redevelopment Area Plan, as appropriate.

The estimated cost for this project is \$7.9 million utilizing the FDOT LRE system and standards. Detailed cost estimate information can be found in **Appendix F**. Typical sections are provided in **Figure H** and **Figure I**. Renderings for these two typical sections are illustrated in **Figure J** and **Figure K** respectively.

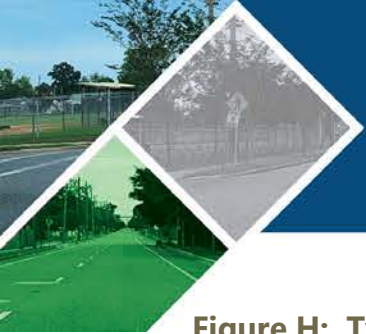
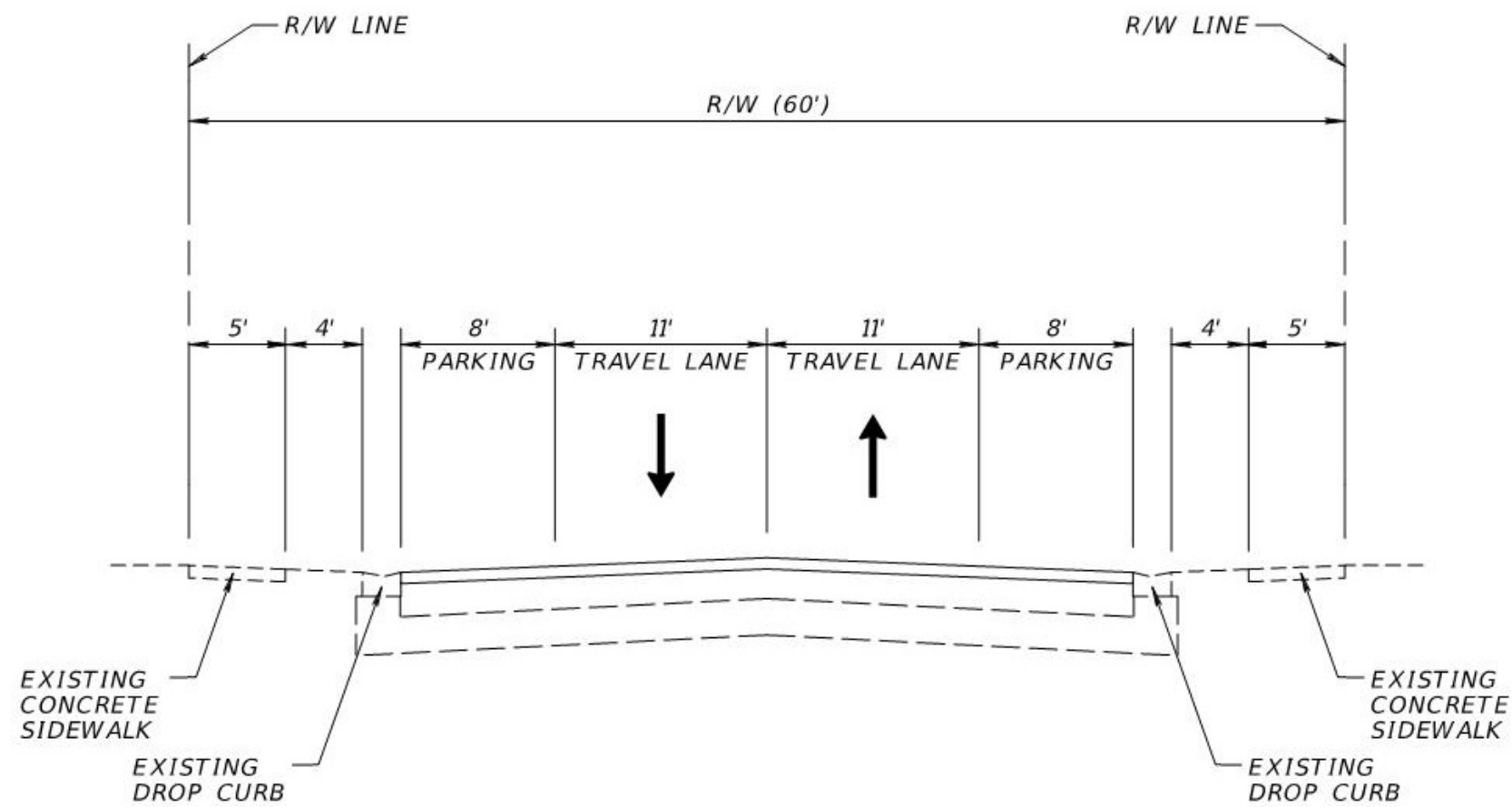


Figure H: Typical Section of MLK Drive (North of Cervantes Street)

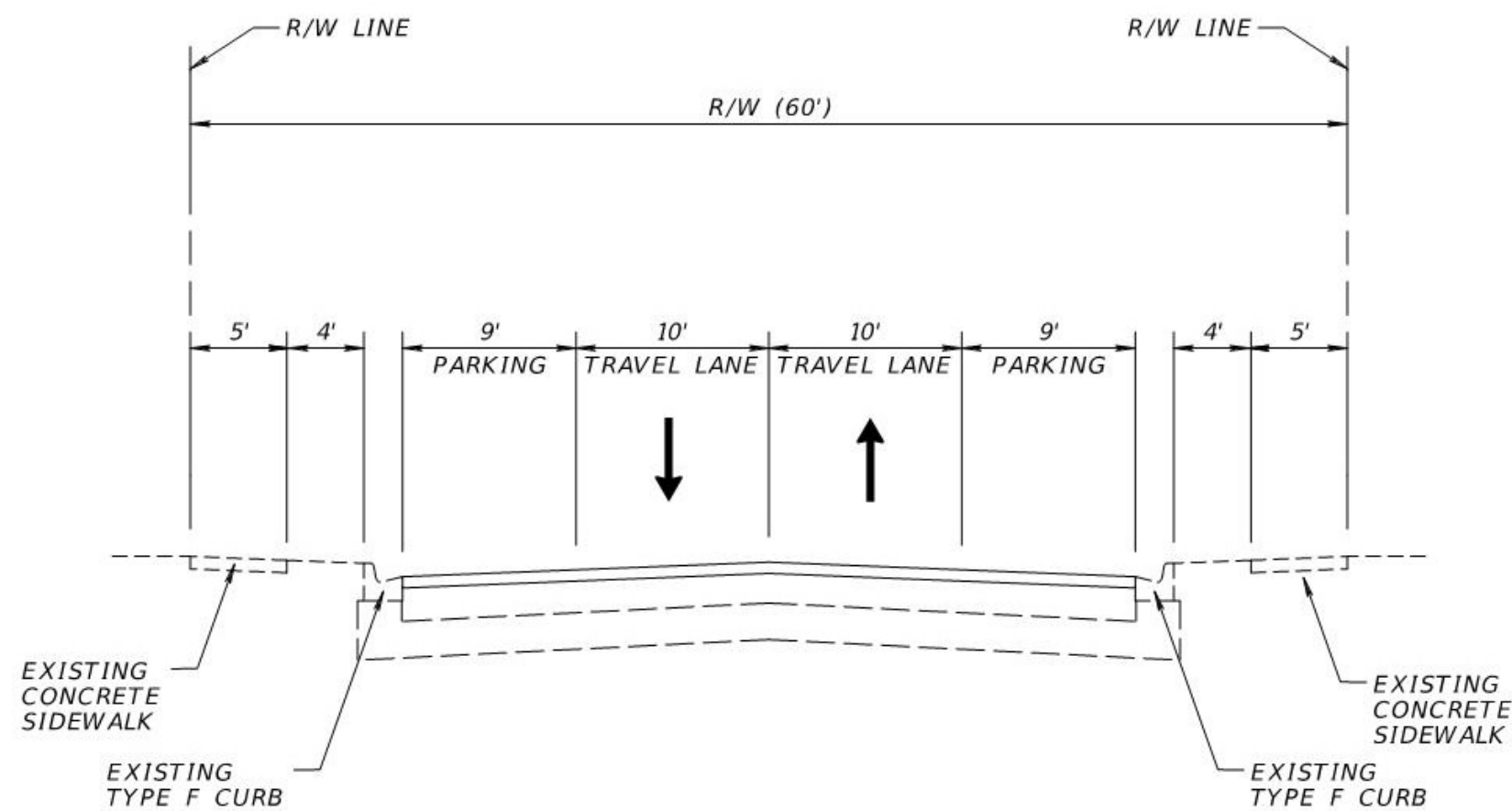


TYPICAL SECTION  
DR. MARTIN LUTHER KING JR. DRIVE  
NORTH OF CERVANTES ROAD





Figure I: Typical Section of MLK Drive (South of Cervantes Street)



TYPICAL SECTION  
DR. MARTIN LUTHER KING JR. DRIVE  
SOUTH OF CERVANTES ROAD

Figure J: Rendering MLK Drive (North of Cervantes Street)

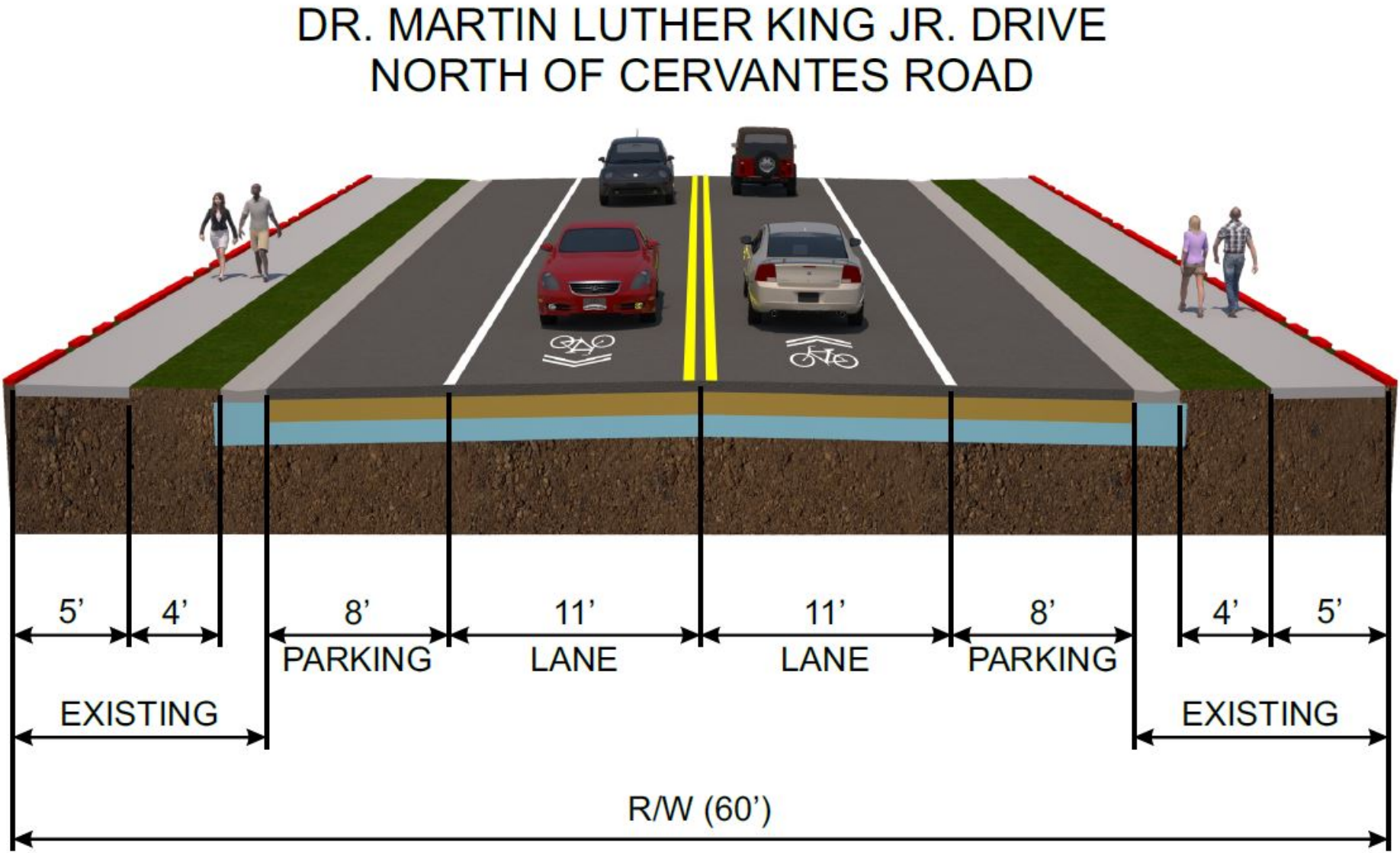
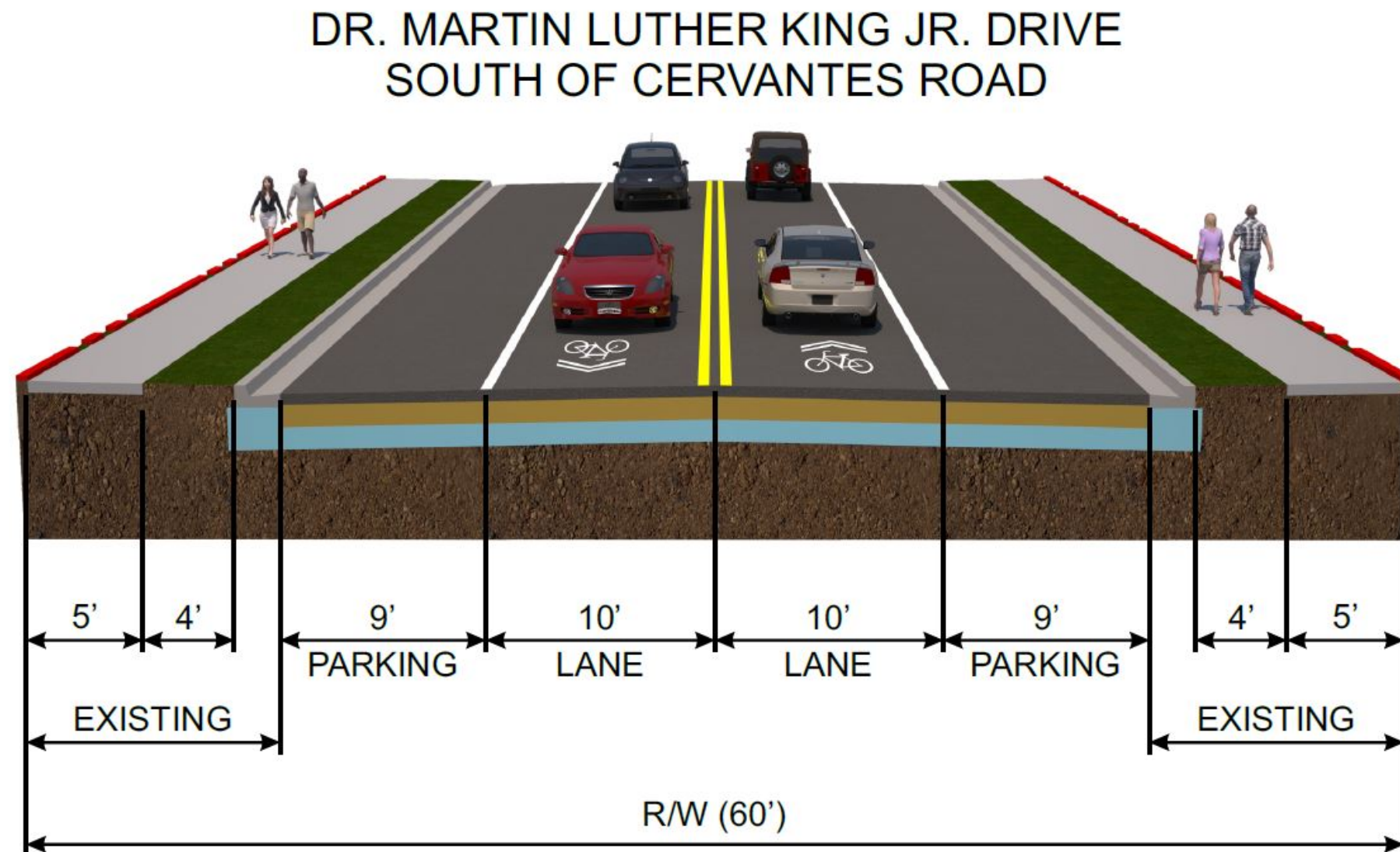


Figure K: Rendering MLK Drive (North of Cervantes Street)







# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

## Two-Way Conversion Traffic Feasibility Study

### Conclusion

This Traffic Feasibility Study was conducted based on the need as identified by FDOT District 3 at the request of Councilwoman Hill (City of Pensacola Council District 6). Davis Highway and MLK Drive were assessed for potential traffic impacts of converting the corridors to two-way travel. Preliminary conceptual designs of the recommended improvements were also developed as a part of this study.

There were 639 reported crashes along both corridors from 2014 to 2018. These crashes resulted in zero (0) fatalities within five years, 12 incapacitating injuries, 79 non-incapacitating injuries, and 153 possible injuries. There were eight (8) collisions involving pedestrians and four (4) involving bicyclists. The most common crash type reported was angle collisions with 156 crashes and approximately 24% of the total crashes. There was also 134 (21%) rear-end crashes, 68 (11%) sideswipe crashes, 54 (9%) off road crashes.

The traffic operations of the No Build Condition (two one-way pair) were compared to the Build Condition (two-way traffic). **Under the Build Condition, all of the intersections are expected to operate at LOS D or better for both the AM and PM peak hours in the future year (2045). The Build Condition analysis results indicate that the overall facility is expected to operate at LOS D or better. The model results indicate no significant queuing in the AM or PM peak hour for Build conditions compared to the No Build condition.**

Generalized Service Volume Tables (GSVT), found in the *FDOT Quality/LOS Handbook 2013*, were used to perform corridor capacity checks for MLK Drive and Davis Highway. The existing year (2019) and future year (2045) No Build and Build volumes were compared to the LOS D service volumes found in the GSVTs to assess the corridors' capacities. **Analysis results show that both the MLK Drive and Davis Highway corridors are expected to operate well below the service volume for both the Build and No Build conditions.**

Several improvements along both corridors were identified. These include a roundabout at the northern end at Hart Drive to combine the two roadways into Davis Highway to the north, signalization and reduced footprint of Alcaniz Street at Wright Street at the southern end to improve alignment and safety, turn lanes on Cervantes Street and Texar Drive, pedestrian safety improvements at Magee Field, improved lighting and sidewalks corridor-wide, and a reduced speed limit of 30 mph.

The estimated cost for this project is \$7.9 million utilizing the FDOT LRE system and standards.

The final recommendation/s will be provided following review by the FL-AL TPO.



## 1.0 Introduction

### 1.1 Project Overview

At the request of Councilwoman Hill (City of Pensacola Council District 6), the Florida Department of Transportation (FDOT) District 3, has identified the need to develop a Traffic Feasibility Study for Davis Highway and Dr. Martin Luther King, Jr. Drive (MLK Drive)/Alcaniz Street (SR 291) to analyze the potential conversion to two-way flow. Presently, SR 291 is configured as two one-way pairs along Davis Highway (northbound), and MLK Drive (southbound) between Fairfield Drive (SR 295) and East Wright Street, a distance of approximately 2.2 miles. South of Cervantes Street (US 90), MLK Drive becomes Alcaniz Street. The limits of the study are from Wright Street on the south, to Fairfield Drive (SR 295) on the north and includes the I-110 ramp south of Fairfield Drive. **Figure 1.1** depicts the project location.

### 1.2 Purpose and Need

FDOT, ECRC, and HDR met with the City of Pensacola on June 28, 2019 to develop an understanding of the requested study. The study is needed for general safety improvements, and to restore the neighborhood roadway network grid in the Eastside Community Redevelopment Area.

The City of Pensacola Eastside Neighborhood Plan (January 2004) contains an Action Plan with the following goal, strategy, and action:

#### **Section 5.2** Neighborhood Infrastructure

- (a) **Goal:** Improve public infrastructure to encourage the continued revitalization of the Eastside Neighborhood.
- (b) **Strategy:** Enhance the function and appearance of major transportation corridors in the Neighborhood.
- (2) **Action:** Explore the possibility of returning Dr. Martin Luther King Jr. Drive and Davis Highway to two-way collector level streets.

The City of Pensacola Eastside Redevelopment Board met on Tuesday, July 9, 2019 to discuss the project with the Helen Gibson (CRA Administrator), and Councilwoman Hill (Council District 6) as Chair of the Eastside Redevelopment Board. The Board passed a motion of support for the need for the study.

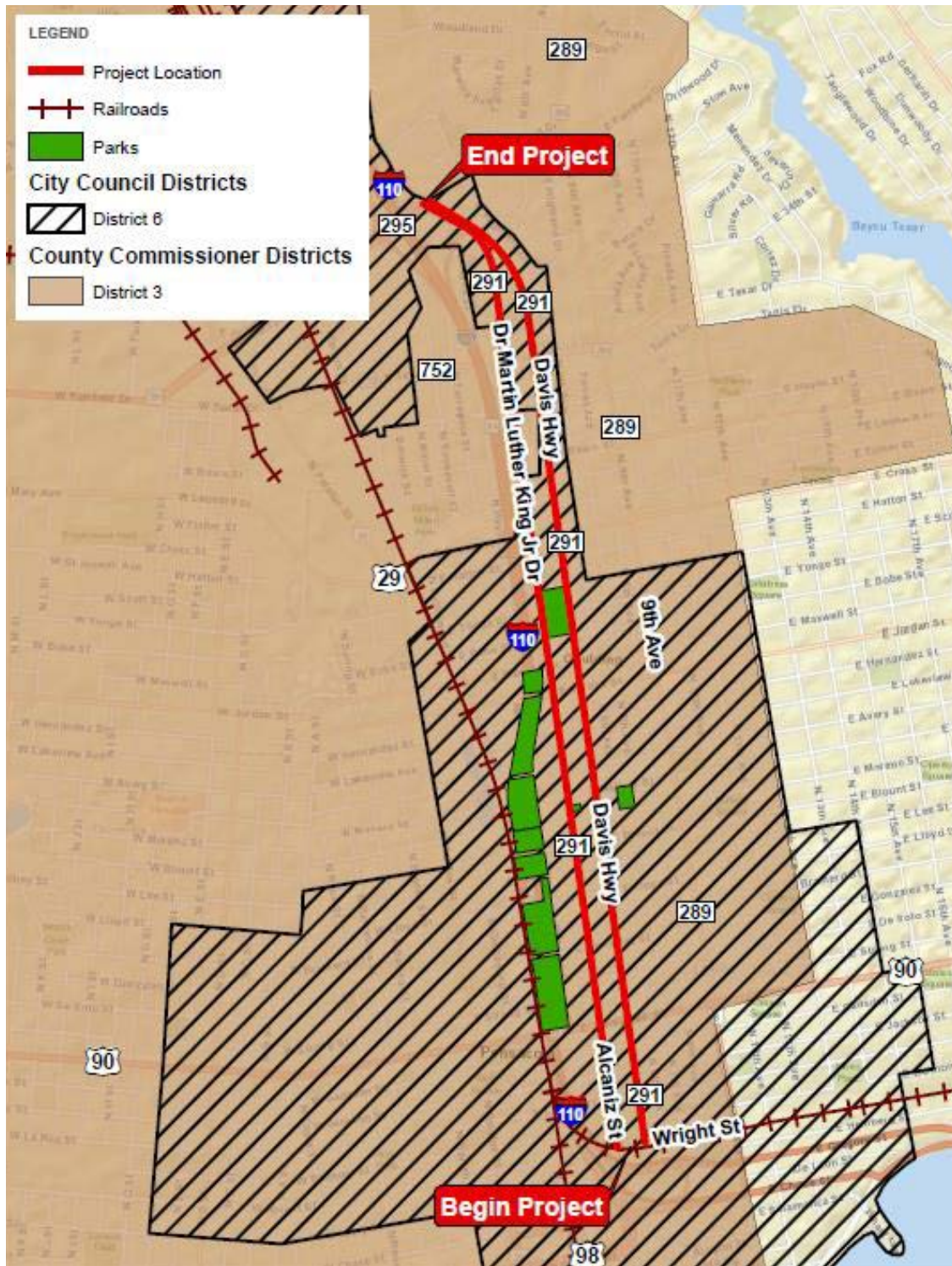




# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

## Two-Way Conversion Traffic Feasibility Study

Figure 1.1: Study Area, County Commission and City Council



## 2.0 Existing Conditions

### 2.1 Roadway and Intersection Characteristics

Currently, SR 291 is configured as two one-way pairs along Davis Highway (northbound) and MLK Drive (southbound) between Fairfield Drive (SR 295) and Wright Street. Davis Highway and MLK Drive are both have two travel lanes with areas of on-street parking. There is a local bus route, Route 45, which runs along Davis Highway and MLK Drive/Alcaniz Street. The posted speed limit on Alcaniz Street (Wright Street to Cervantes Street) is 30 miles per hour (mph), and 35 mph on MLK Drive (Cervantes Street to the I-110 ramps) and Davis Highway throughout the study area.

The lane widths on Davis Highway are approximately 11-feet. A five-foot (approximately) sidewalk is available on both sides of Davis Highway from Wright Street to Fisher Street. From Fisher Street to Baars Street, as the sidewalk is available on the west side of Davis Highway. There is a gap in sidewalks on both sides of the street from Baars Street to south of Barcia Drive. From south of Barcia Drive to the I-110 ramps, a sidewalk is provided on the east side of the Davis Highway. A sidewalk is provided on both sides of Davis Highway from the I-110 ramps to Fairfield Drive. A marked bike lane is provided on Davis Highway for the entire study area.

MLK Drive becomes Alcaniz Street south of Cervantes Street. The lane widths on MLK Drive/Alcaniz Street vary with approximately 11-foot lanes provided north of Cervantes Street, and 10-foot lanes between Wright Street and Cervantes Street. South of Wright Street, three 11-foot lanes are provided. A five-foot (approximately) sidewalk is available on both sides of MLK Drive/Alcaniz Street from Gregory Street to Texar Drive. A sidewalk is not currently available on either side of the road from Texar Drive to Hart Drive.

This section of Davis Highway and Dr. Martin Luther King Jr. Drive/Alcaniz Street falls within both the City of Pensacola and Escambia County jurisdictions, including parts of the City of Pensacola CRA (Community Redevelopment Area) Urban Design Overlay District Boundaries as shown in **Figure 2.1**. It is a Minor Arterial Urban with a LOS target of LOS D. The context classification for these segments are C4 Urban General. These two corridors are primarily residential in character with scattered commercial clusters along the corridors.

The annual average daily traffic (AADT) from the year 2018 for this section of Davis Highway and Dr. Martin Luther King Jr. Drive/Alcaniz Street are as per FDOT Florida Traffic Online is shown in **Figure 2.2**.

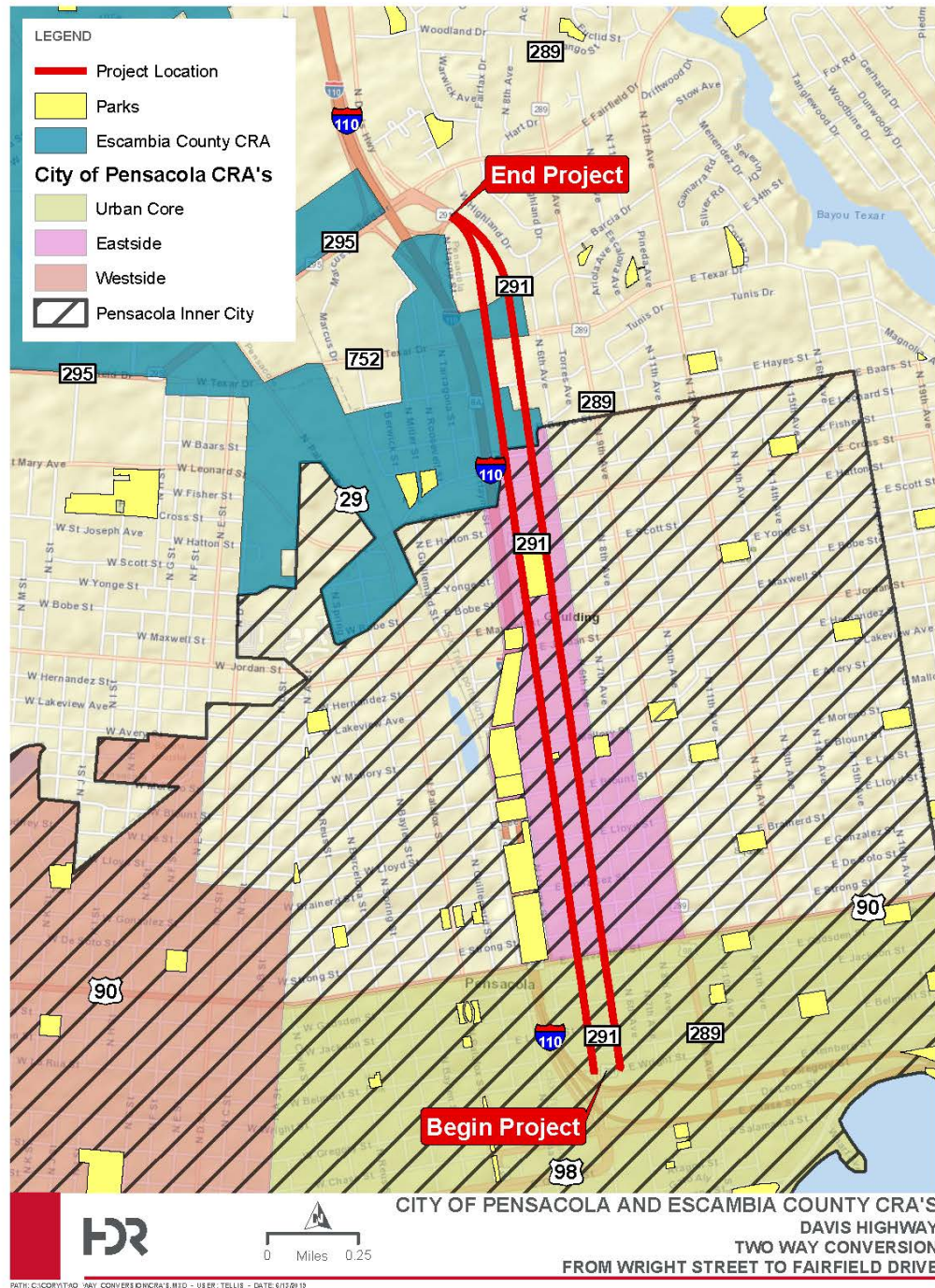




# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

## Two-Way Conversion Traffic Feasibility Study

Figure 2.1: City of Pensacola CRA Urban Design Overlay District Boundaries

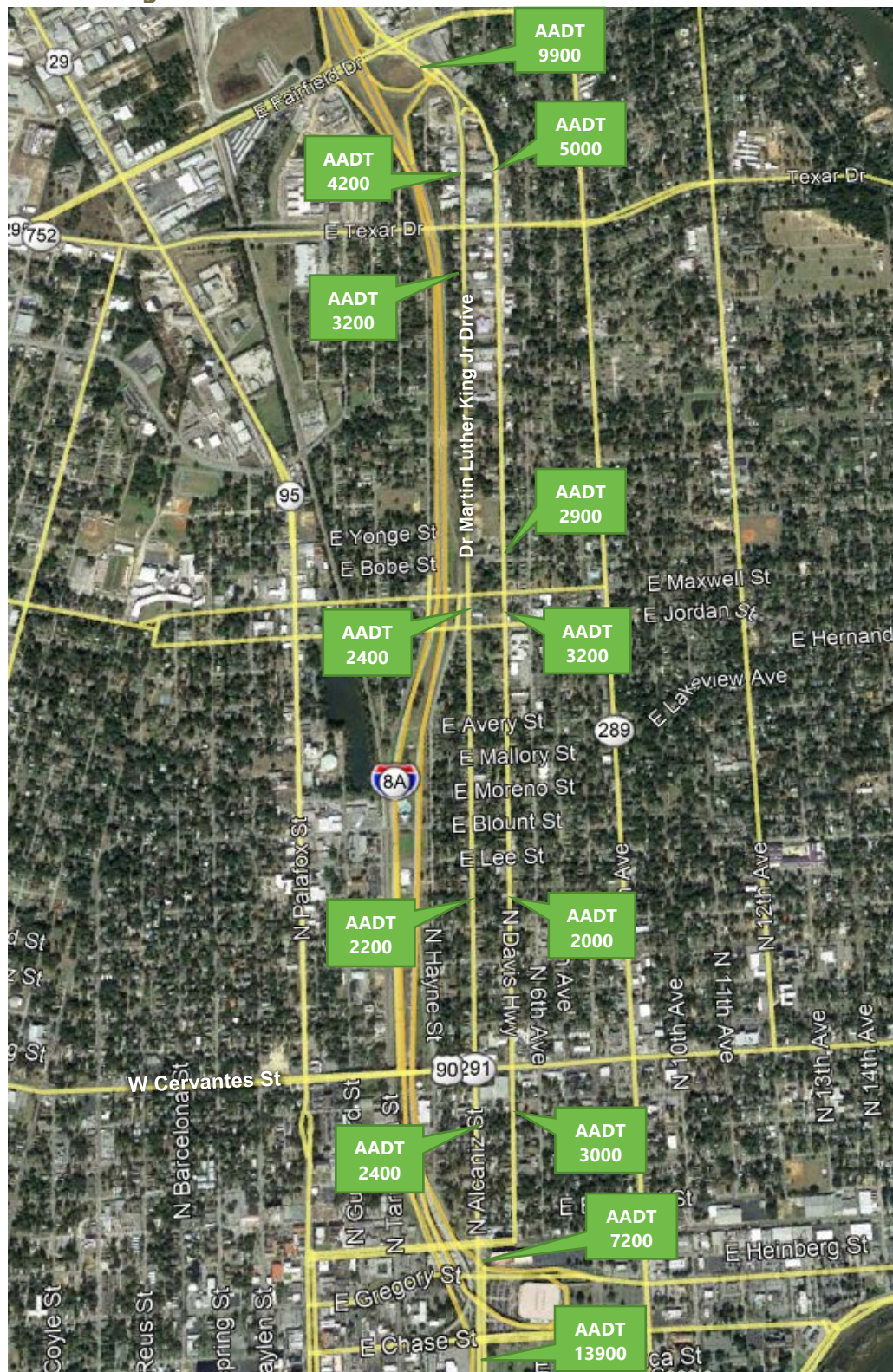




# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

## Two-Way Conversion Traffic Feasibility Study

Figure 2.2: Existing AADT





## 2.2 Study Area

The following study intersections are included in this analysis (depicted in **Figure 2.3**):

- |  |  |
|--|--|
| 1. Alcaniz Street and Gregory Street             | 13. Davis Highway and Wright Street                              |
| 2. Alcaniz Street and Wright Street              | 14. Davis Highway and Cervantes Street                           |
| 3. MLK Drive/Alcaniz Street and Cervantes Street | 15. Davis Highway and Blount Street                              |
| 4. Cervantes Street and Haynes Street            | 16. Davis Highway and Jordan Street                              |
| 5. MLK Drive and Blount Street                   | 17. Davis Highway and Maxwell Street                             |
| 6. MLK Drive and Jordan Street                   | 18. Davis Highway and Cross Street                               |
| 7. Jordan Street and Hayne Street                | 19. Davis Highway and Texar Drive                                |
| 8. MLK Drive and Maxwell Street                  | 20. Davis Highway and Hart Drive                                 |
| 9. Maxwell Street and Hayne Street               | 21. Davis Highway and I-110 On/Off Ramp                          |
| 10. MLK Drive and Cross St                       | 22. Davis Highway and Fairfield Drive                            |
| 11. MLK Drive and Texar Drive                    | 23. Northbound to Southbound U-turn location south of Hart Drive |
| 12. MLK Drive and Hart Drive                     |  |

## 2.3 Traffic Data Collection

Consistent with the approved Methodology Memorandum (provided in **Appendix A**), turning movement counts were collected along the corridor within the study area on November 12, 2019 and November 14, 2019 at the study intersections from 7:00 AM to 9:00 AM and 4:00 PM and 6:00 PM. In addition, pedestrian counts were collected on 11/09/2019 a Magee Field game day Saturday for a 12-hour period 7:00 AM – 7:00 PM. **Appendix B** provides the traffic count data.

## 2.4 Pedestrian Activity

Pedestrian counts were collected near Magee Field along Davis Highway and southbound MLK Drive/Alcaniz Street. The counts were collected in four zones, as depicted in **Figure 2.4**. Zone A is the existing crosswalk on MLK Drive at Magee Field, Zone B is along Davis Highway from Scott Street to approximately 150 feet south, Zone C is along Davis Highway from approximately 150 feet north and south of Yonge Street, and Zone D is along Davis Highway from Bobe Street to approximately 150 feet north. The counts show that Zone B was the busiest zone with 282 pedestrians and 27 bicyclists during the 12-hour traffic count period. A maximum peak hour volume of 62 pedestrians was observed from 2:00-3:00 PM. **Appendix B** provides the traffic count data.

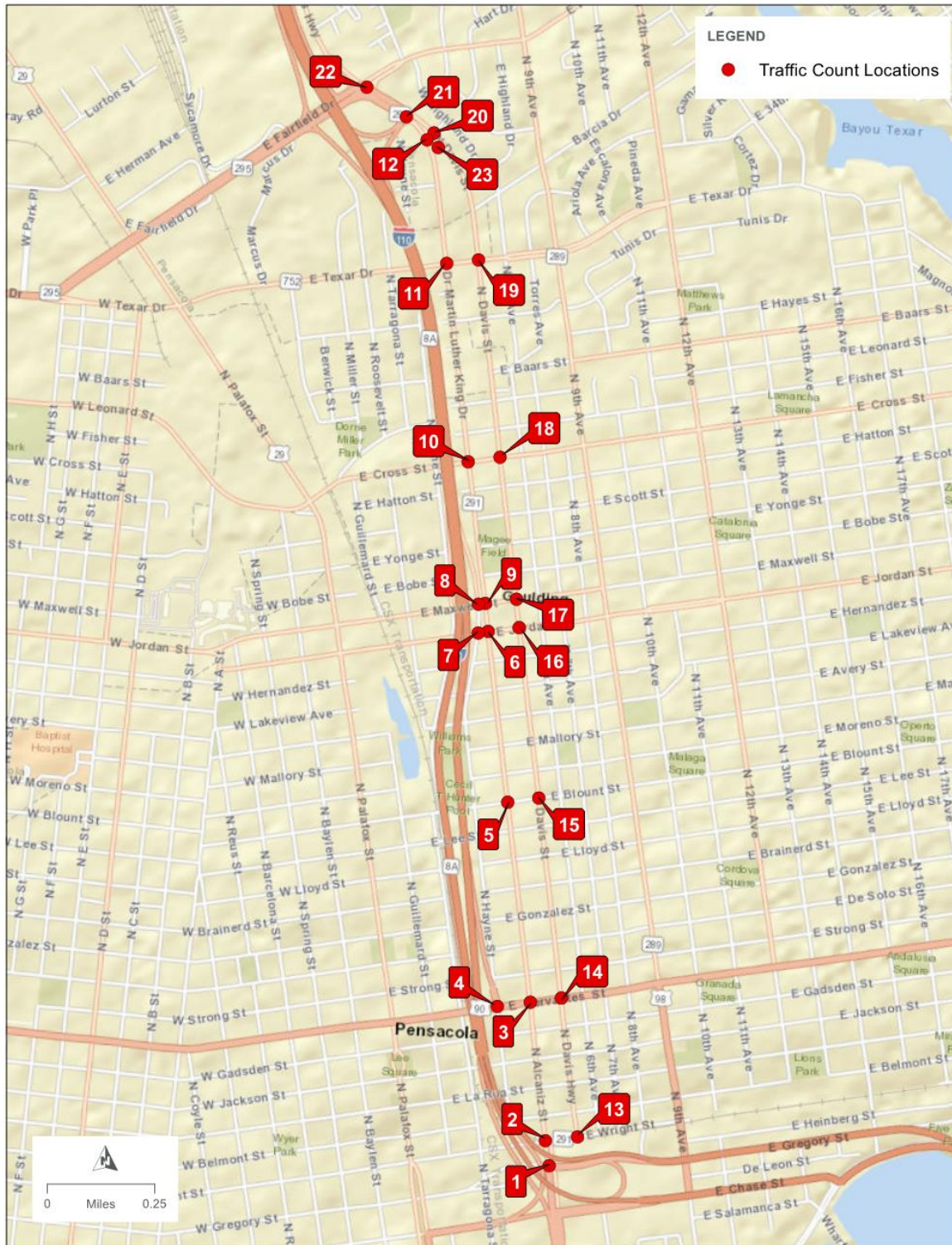




# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

## Two-Way Conversion Traffic Feasibility Study

Figure 2.3: Study Intersections



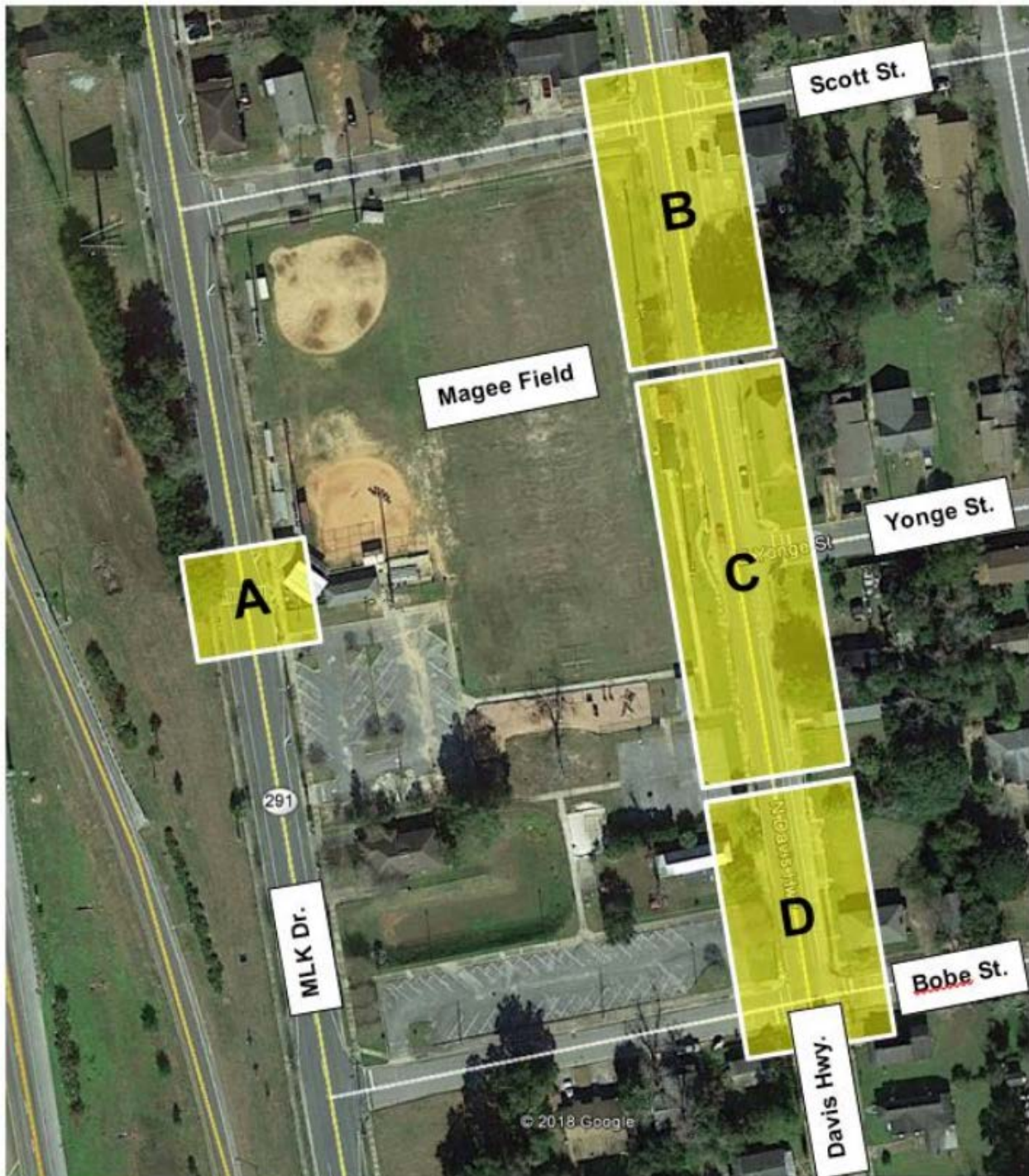




# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

## Two-Way Conversion Traffic Feasibility Study

Figure 2.4: Pedestrian Count Locations



## 2.5 Traffic Parameters

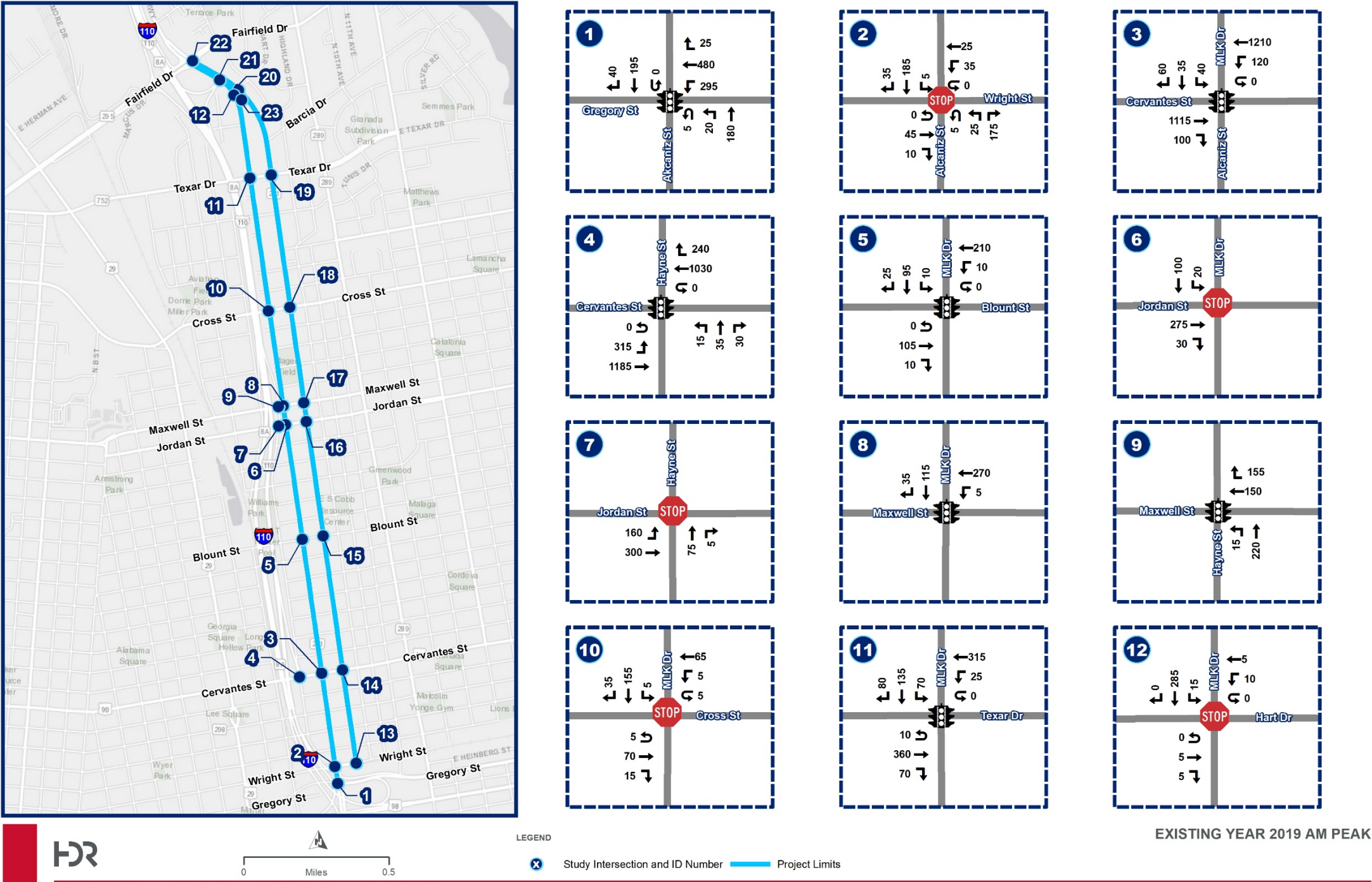
A global AM and PM peak hour and peak hour factor (PHF) was determined for the entire study area based on the aggregation of peak-hour traffic counts at each intersection. The global AM peak hour begins at 7:15 AM and has a PHF of 0.91, and the global PM peak hour begins at 4:30 PM and has a PHF of 0.95. The PHF accounts for fluctuations in traffic flow within the 15-minute increments of the peak hour and indicates how consistent traffic volume is during the peak hour. In the AM peak hour, there is not a distinct peak direction of travel between northbound Davis Highway and southbound MLK Drive/Alcaniz Street and the peak direction alternates between the corridors. However, the southbound direction of MLK Drive/Alcaniz Street experiences slightly higher volumes overall along both corridors during the AM peak hour. In the PM peak hour, the northbound direction on Davis Highway is the peak direction of travel along most sections of the corridors. Truck percentages from turning movement counts were used in the existing year (2019) analysis. The FDOT Florida Traffic Online was used to determine the design hour truck percentage (DHT) for future year analyses, which is generally taken as half of the existing 24-hour percentage of trucks (T24) based on the *FDOT Project Traffic Forecasting Handbook, 2014* methodology. The DHT for this study area was determined to be 2.0 percent. The historical data is shown in **Appendix C**.

## 2.6 Development of Existing Year (2019) Traffic Volumes

The intersection volumes for the existing year (2019) were developed from traffic count data using the following methodology, consistent with the approved Methodology Memorandum (provided in **Appendix A**). Each peak hour intersection traffic count was seasonally adjusted for day of week and month of the year using the seasonal factors from the FDOT Florida Traffic Online. Traffic volumes were balanced along the corridors as necessary; however, the intersections are distance from one another and existing driveways, major generators, and attractions were assumed to contribute to some imbalances along the corridor. Furthermore, several wrong way traffic movements were observed in the traffic data collection along both MLK Drive/Alcaniz Street and Davis Highway. There were 13 wrong-way vehicles counted on MLK Drive for the four-hour count period, and 15 on Davis Highway. These wrong-way movements were removed for analysis purposes. **Figure 2.5** through **Figure 2.8** show the existing year (2019) AM and PM peak-hour turning movement volumes. Existing year (2019) volume development calculations can be found in **Appendix B**.

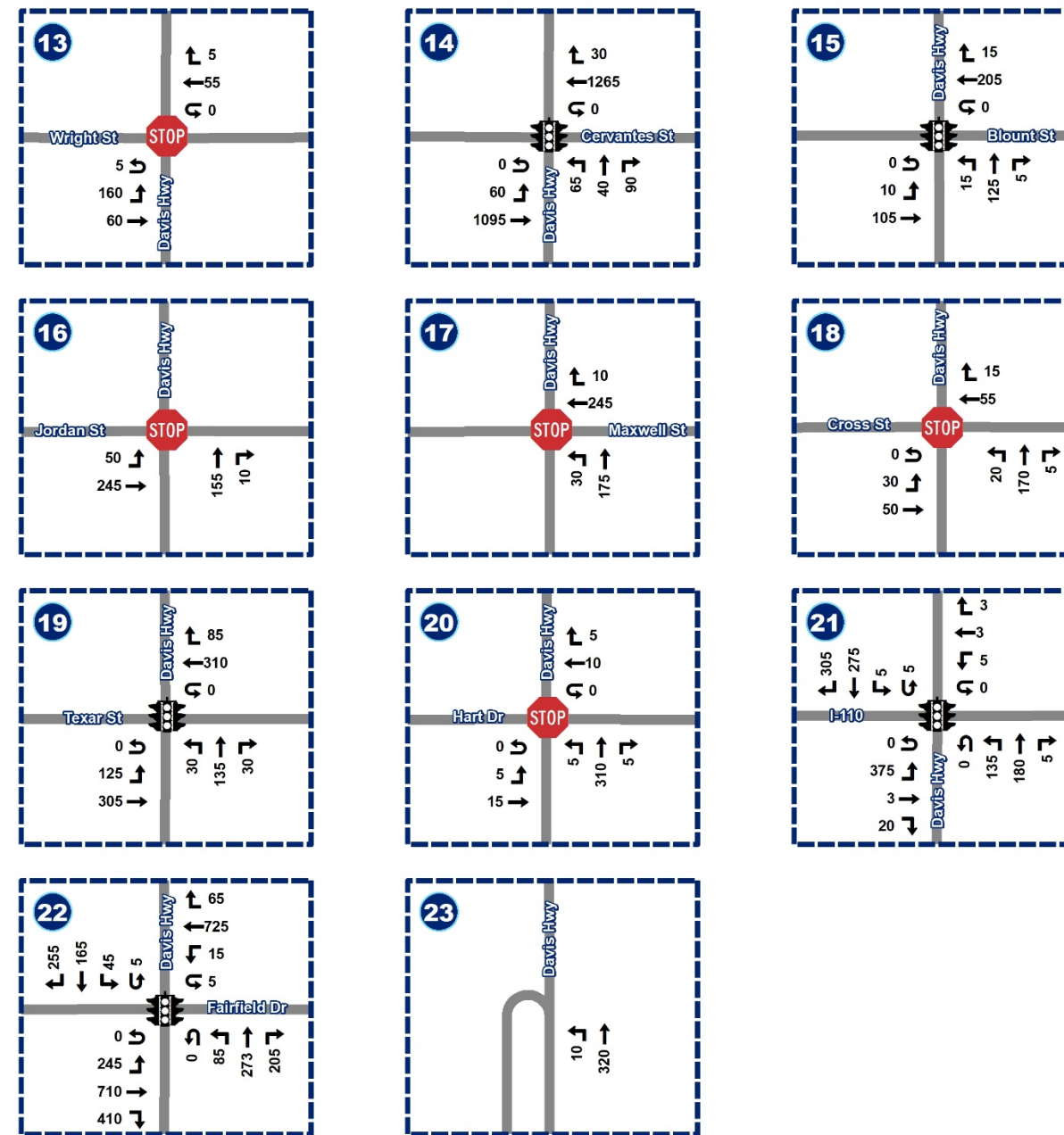


Figure 2.5: Existing Year AM (2019) Davis Highway and Dr. Martin Luther King Jr. Drive/Alcaniz Street Turning Movement Volumes





A detailed map of the 110 Corridor in San Antonio, Texas, showing 23 numbered stops. The route is highlighted in blue and runs north-south along the 110 corridor. The stops are numbered 1 through 23, starting from the south (Wright St) and ending at the north (Fairfield Dr). The map includes major roads such as I-10, I-37, and various city streets like Fairfield Dr, Barcia Dr, Texar Dr, Cross St, Maxwell St, Jordan St, Blount St, Cervantes St, Wright St, and Gregory St. Landmarks such as Semmes Park, Granada Subdivision Park, Mathews Park, and various squares are also labeled.








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Figure 2.7: Existing Year PM (2019) Davis Highway and Dr. Martin Luther King Jr. Drive/Alcaniz Street Turning Movement Volumes

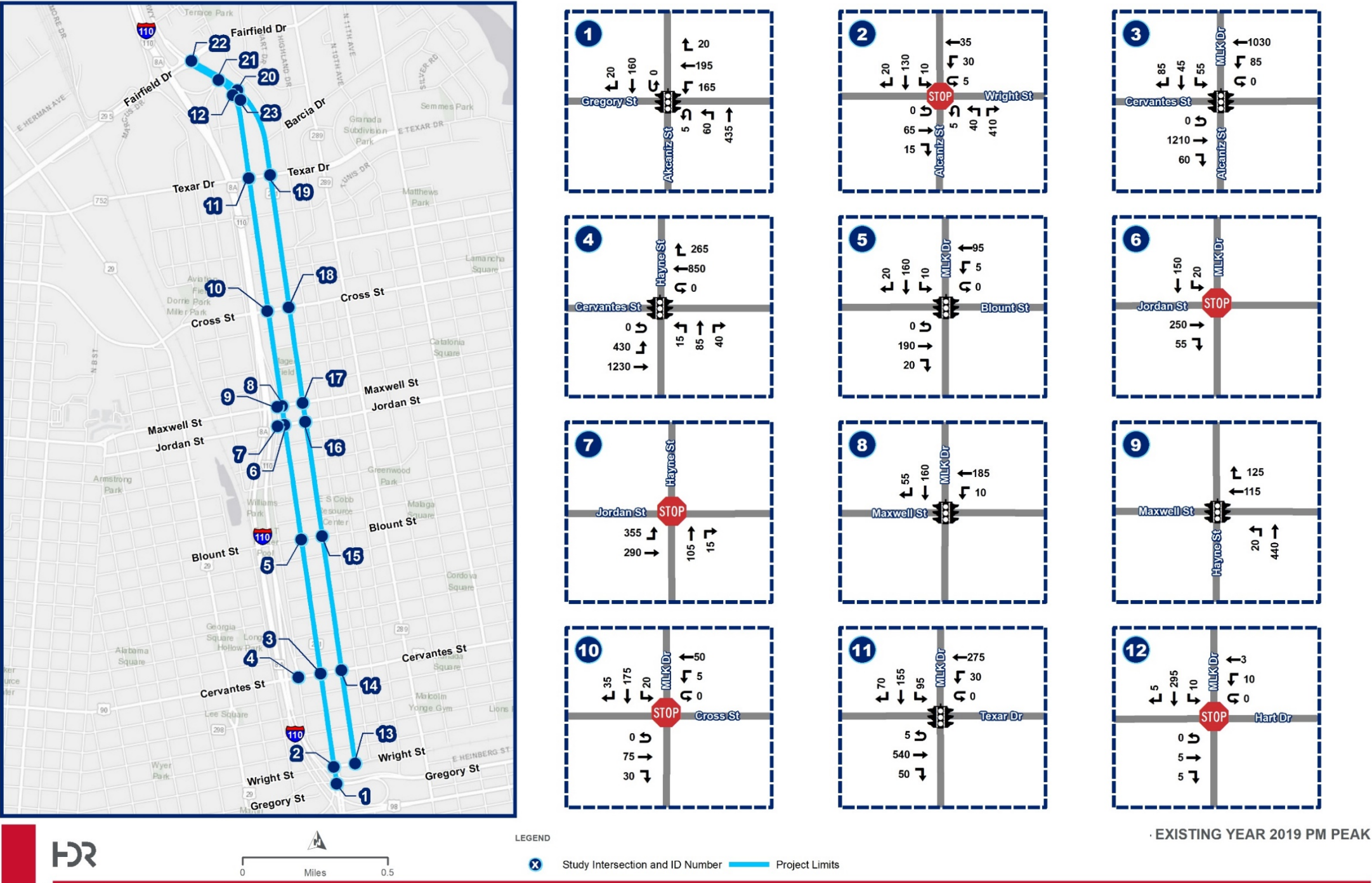
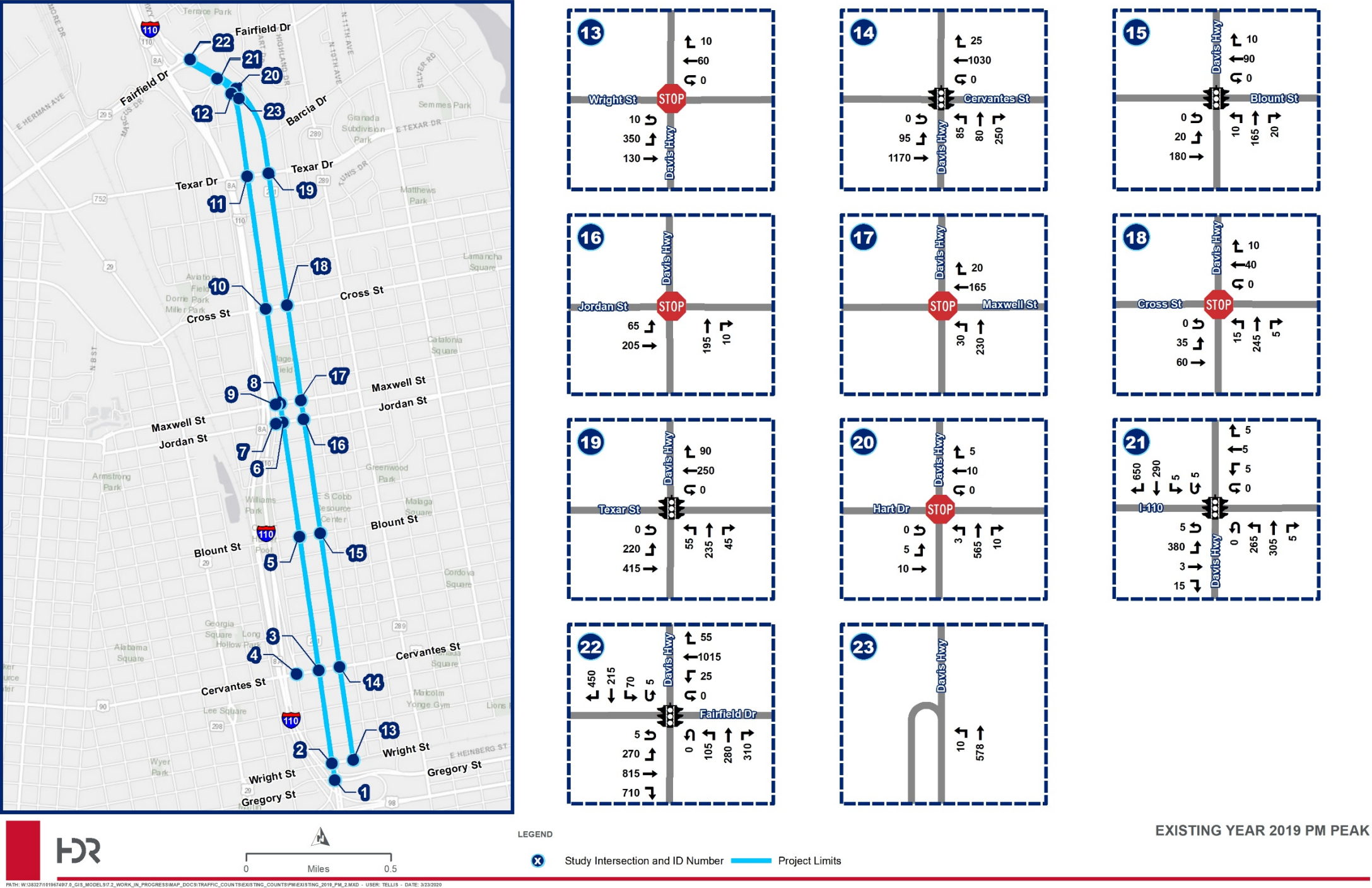




Figure 2.8: Existing Year PM (2019) Davis Highway and Dr. Martin Luther King Jr. Drive/Alcaniz Street Turning Movement Volumes



## 2.7 Crash Analysis

Crash data were obtained from FDOT Crash Analysis Reporting System (CARS) for the years 2014 to 2016 and Signal Four Analytics (SFA) for the years 2017 to 2018. A total of 639 crashes occurred within the study area during these five years. There were zero (0) fatalities within these five years, 12 incapacitating injuries, 79 non-incapacitating injuries, and 153 possible injuries. There were eight (8) collisions involving pedestrians and four (4) collisions involving bicyclists.

The most common crash type reported was angle collisions with 156 crashes and approximately 24% of the total crashes. There was also 134 (21%) rear end crashes, 68 (11%) sideswipe crashes, 54 (9%) off road crashes. **Table 2.1**, **Table 2.2**, and

**Table 2.3** show the crashes by severity, total injuries, and type, respectively.

The crash data indicate that 16% of crashes were distraction related crashes, 4% were alcohol related and 1% were drug related crashes. Only one (1) crash involved an animal in the roadway for the five-year period. With regards to weather conditions, 12% of crashes occurred with wet pavement conditions. With regards to lighting conditions, 20% of crashes occurred in dark conditions. There were seven (7) wrong-way crashes reported in the study area for the five year history.

**Table 2.1: Crashes by Severity**

Year	Fatal	Injury	Property Damage Only	Total
2014	0	33	61	94
2015	0	30	59	89
2016	0	32	63	95
2017	0	29	162	191
2018	0	33	137	170
<b>Total</b>	<b>0</b>	<b>157</b>	<b>482</b>	<b>639</b>

**Table 2.2: Crash Injuries by Severity**

Year	Fatalities	Total Injuries	Incapacitating Injuries	Non Incapacitating Injuries	Possible Injuries
2014	0	43	2	13	28
2015	0	50	0	14	36
2016	0	45	6	12	27
2017	0	49	1	21	27
2018	0	57	3	19	35
<b>Total</b>	<b>0</b>	<b>244</b>	<b>12</b>	<b>79</b>	<b>153</b>

# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

## Two-Way Conversion Traffic Feasibility Study

**Table 2.3: Crashes by Type**

Type	2014	2015	2016	2017	2018	Total	Percentage
Angle	27	29	30	49	21	156	24%
Bicycle	0	1	2	0	1	4	1%
Head On	1	1	3	1	2	8	1%
Left Turn	4	7	5	10	6	32	5%
Off Road	9	9	7	12	17	54	8%
Other	18	11	20	43	26	118	18%
Pedestrian	3	0	1	0	4	8	1%
Rear End	23	17	12	49	33	134	21%
Right Turn	0	0	1	2	1	4	1%
Rollover	0	1	0	1	0	2	0%
Sideswipe	7	10	13	19	19	68	11%
Unknown	2	3	1	5	40	51	8%
<b>Total</b>	<b>94</b>	<b>89</b>	<b>95</b>	<b>191</b>	<b>170</b>	<b>639</b>	<b>100%</b>

The following patterns were observed upon review of the crash reports:

- Overall, the crash reports show that many of the sideswipe, other, and unknown crashes are due to a vehicle in the right through lane attempting to turn left onto a cross street or driveway and colliding with a vehicle in the left through lane.
- At signalized intersections along both corridors, several of the crash reports indicate red light running, the driver did not notice the traffic signal, or both drivers thought the traffic signal was green. Countermeasures should be considered at these intersections to increase the signal visibility and awareness. These intersections include:
  - MLK Drive at Maxwell Street
  - Davis Highway at Blount Street
  - MLK Drive and Texar Drive
  - Davis Highway and Texar Drive
- Several angle crashes were noted along the corridor with possible sight distance issues due to trees, landscaping, or buildings including at the intersections of:
  - Davis Highway and Cross Street
  - Davis Highway and Jordan Street
  - Davis Highway and De Soto Street
- Several angle crashes were noted along the corridor at unsignalized intersections that may need increased stop sign conspicuity and awareness including Davis Highway and Maxwell Street.





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**Figure 2.9** shows the crash density along MLK Drive and Davis Highway between 2014 and 2018. Discussion is provided below for intersections with a high volume of crashes.

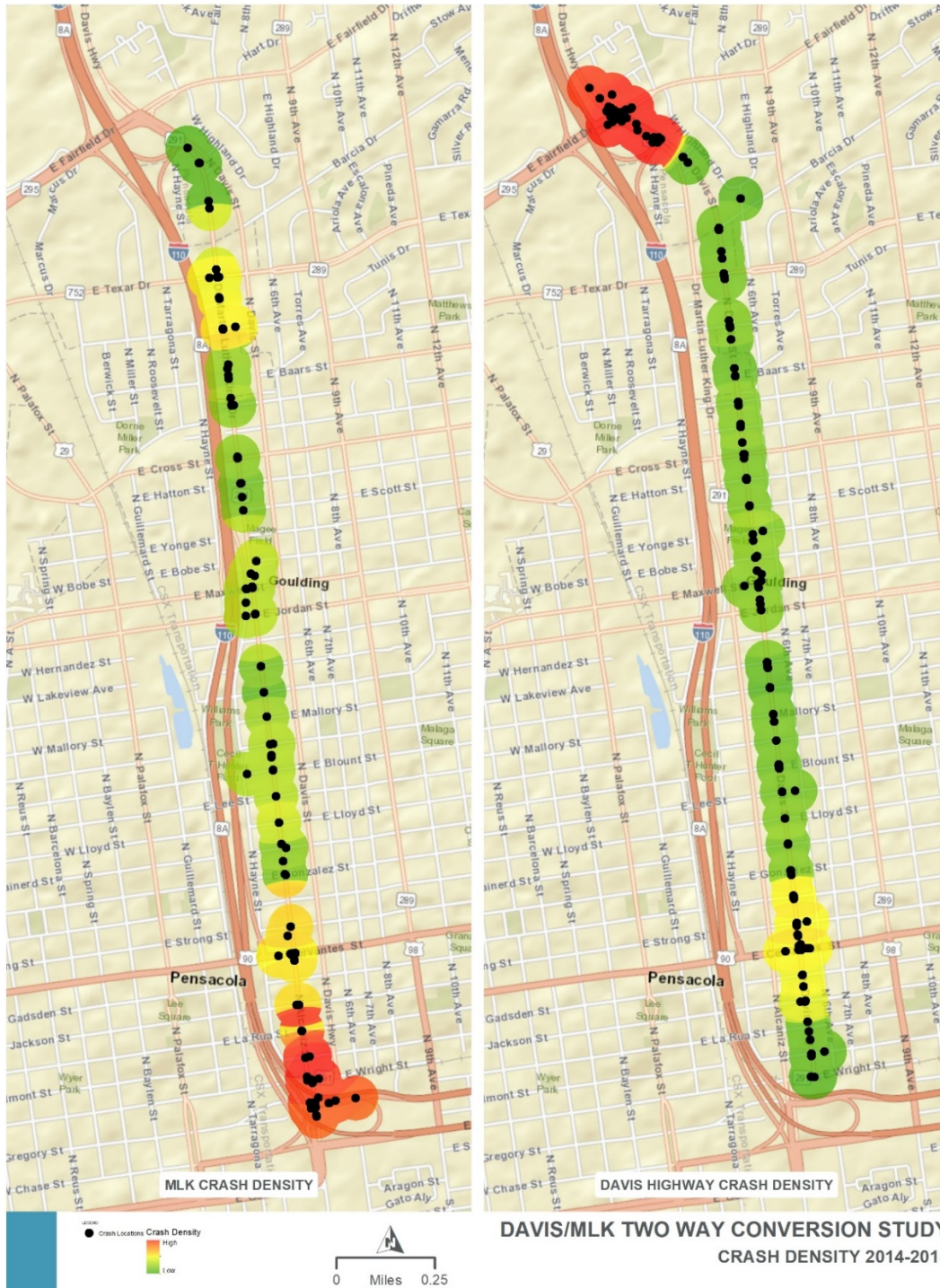
- The Fairfield Drive/Davis Highway intersection has the maximum number of crashes among other intersections within the study area, with 148 crashes. The most common crash type was rear-end crashes with 82 (55%) reported. Most of the crashes were property damage only and there were 25 (17%) non-incapacitating injuries. One crash involved a pedestrian which was a non-incapacitating injury crash, and one crash involved a bicyclist which also involved a non-incapacitating injury. About 30 (20%) of the crashes occurred in dark conditions, and 21 (14%) occurred with wet pavement conditions. Rear-end collisions can be attributed to poor traffic control visibility, inadequate signal timing, inadequate roadway lighting, congestion, and driver inattentiveness. As such, potential countermeasures include providing advance signal warning signage and installing signal backplates.
- MLK Drive and Cervantes Street had 35 crashes reported for the five-year history. The most predominant crash type was rear-end with 14 (40%) rear-end crashes, followed by angle crashes with 11 (31%) reported. The majority of crashes were property damage only, and there were six (6) injury crashes with one (1) incapacitating injury reported. There were 10 (29%) crashes that occurred in dark conditions. The majority of crashes occurred with dry pavement conditions. There was one reported pedestrian crash with a non-incapacitating injury.
- The intersection of Davis Highway and Cervantes Street has 46 crashes reported. The most common crash type of rear-end with 11 (23%) reported. The next most common crash type was angle crashes with nine (20%) reported. The majority of crashes were property damage only with nine (9) injury crashes reported with one (1) incapacitating injury. The majority of crashes occurred in daylight conditions with dry pavement. There was one (1) bicycle crash reported that resulted in property damage only.
- There were 33 reported crashes at the intersection of Alcaniz Street and Wright Street. The most common crash type was angle with 22 (67%) reported. The majority of crashes were property damage only with eight (8) injury crashes reported and no incapacitating injuries. The majority of crashes occurred in daylight conditions with dry pavement. Notably, 19 of the 22 angle crashes occurred between southbound and westbound traffic. There is limited sight distance on the northern leg due to a building located in the northeast corner. This limited sight distance is likely contributing to these angle crashes due to limited visibility of conflicting traffic entering the intersection between the northern and eastern legs.
- The intersection of Alcaniz Street and Gregory Street had 22 reported crashes during the five-year history. The most common crash type was angle with eight (8) crashes reported. There were seven (7) injury crashes with four (4) incapacitating injuries reported. There was one pedestrian injury resulting in an injury. About 27% of the crashes occurred in dark conditions or with wet pavement conditions.



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Figure 2.9: Davis/MLK Crash Density (2014-2018)







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## Two-Way Conversion Traffic Feasibility Study

**Table 2.4** and **Table 2.5** shows the comparison of the average crash rate experienced for the same facility type over the last five (5) years throughout District Three. The crash rate is calculated by the total number of crashes on all segments of the same facility type within the District divided by the total millions of vehicle miles (MVM) traveled. The MVM is determined by multiplying the AADT by the length of the segment and by the number of days in the study, then dividing by one million. As shown, the average crash rate experienced in District Three over the last five (5) years for the same facility type is 8.72 crashes per MVM. This segment of Dr. Martin Luther King Jr. Drive / Alcaniz Street and Davis Highway experience a crash rate that is more than double the average crash rate at 21.67 crashes per MVM and 21.22 crashes per MVM, respectively.

**Table 2.4: Dr. Martin Luther King Jr. Drive / Alcaniz Street Crash Rate Comparison**

Dr. Martin Luther King Jr. Drive / Alcaniz Street	
AADT	3200
Segment Length (miles)	2.55
Number of Study Days	1,825
Millions of Vehicle Miles (MVM)	14.892
Number of Crashes	323
Segment Crash Rate	<b>21.69</b>
District Three Average Crash Rate*	<b>8.72</b>

\*Note: The Average Crash Rate for the Urban One Way Roadway Segment is shown

**Table 2.5: Davis Highway Crash Rate Comparison**

Davis Highway	
AADT	3200
Segment Length (miles)	2.25
Number of Study Days	1,825
Millions of Vehicle Miles (MVM)	14.892
Number of Crashes	316
Segment Crash Rate	<b>21.22</b>
District Three Average Crash Rate*	<b>8.72</b>

\*Note: The Average Crash Rate for the Urban One Way Roadway Segment is shown



## 2.8 Existing Year (2019) Traffic Operational Analysis

Consistent with the approved Methodology Memorandum (provided in **Appendix A**), the intersection analyses were conducted using Synchro/SimTraffic software. The signal timing plans for the signalized intersections along the study corridor were obtained from the City of Pensacola. The signal timing plans can be found in **Appendix D**. Existing truck percentages for each approach and the measured global PHFs were used in the analysis. The Measures of Effectiveness (MOEs) analyzed include level of service (LOS), delay, and queuing. These MOEs for existing conditions are further discussed in the following subsections to establish a baseline for comparison with the future traffic analysis years. The Synchro reports can be found in **Appendix E**.

### Existing Intersection Delay Analysis

**Table 2.6** shows the existing year (2019) overall intersection control delay and LOS results for the existing conditions of the 22 intersections. The Synchro reports can be found in **Appendix E**.



The Davis Highway/ I-110 On/Off Ramp intersection currently experiences overall delays over 45 seconds/vehicle (s/veh) during the AM peak hour, resulting in LOS D. While Davis Highway/ Fairfield Drive experiences overall delays of 40 s/veh and over during both the AM and PM peak hours, resulting in LOS D.

For the Alcaniz Street/Gregory Street intersection, the overall intersection delay is over 25 s/veh during PM peak hour. Davis Highway/Cervantes Street shows LOS F during PM peak hour and Davis Highway/Texar Drive the overall intersection delay is over 140 s/veh during the PM peak hour, resulting in LOS F and is the highest delay among all the intersections

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## Two-Way Conversion Traffic Feasibility Study

**Table 2.6: Existing Year (2019) Overall Intersection Delay (s/veh)**

Intersections			Overall Intersection			
			Delay	LOS	Delay	LOS
			AM		PM	
1		Alcaniz Street/Gregory Street	18.9**	B	27.4**	C
2		Alcaniz Street/Wright Street	8.8*	A	9.5*	A
3		MLK Drive / Alcaniz Street/Cervantes Street	10.9*	B	11.5*	B
4		Cervantes Street/Hayne Street	3.7*	A	6.1*	A
5		MLK Drive/Blount Street	7**	A	13**	B
6		MLK Drive/Jordan Street	8.9*	A	8.9*	A
7		Jordan Street/Hayne Street	0*	A	0*	A
8		Maxwell Street/Hayne Street	10.6**	B	19.8**	B
9		MLK Drive/Maxwell Street	19.2**	B	18**	B
10		MLK Drive/Cross St	5*	A	4.5*	A
11		MLK Drive/Texar Drive	18.1**	B	18.6**	B
12		MLK Drive/Hart Drive	0.8*	A	0.7*	A
13		Davis Highway/Wright Street	1.8*	A	1.1*	A
14		Davis Highway/Cervantes Street	12*	B	82.3*	F
15		Davis Highway/Blount Street	9.3**	A	9.2**	A
16		Davis Highway/Jordan Street	9.2*	A	9.1*	A
17		Davis Highway/Maxwell Street	0*	A	0*	A
18		Davis Highway/Cross Street	4.9*	A	4*	A
19		Davis Highway/Texar Drive	45.9*	D	147.5*	F
20		Davis Highway/Hart Drive	1.1*	A	0.6*	A
21		Davis Highway/I-110 On/Off Ramp	47.2**	D	32.6**	C
22		Davis Highway/Fairfield Drive	40**	D	41**	D

\* denotes values from HCM 6<sup>th</sup>

\*\* denotes values from HCM 2000

## Existing Intersection Queue Analysis

**Table 2.7** shows the existing turn lane storage length inventory rounded to the nearest 25 feet (ft), and **Table 2.8** and **Table 2.9** shows the queue length results of the study intersections with turn lanes for the existing year (2019) AM and PM peak hour. The 95th percentile queue length rounded up to the nearest 25 ft is provided. SimTraffic queue reports for all the intersections within the study area can be found in **Appendix E**.

**Table 2.7: Existing Turn Lane Storage Length (ft) Inventory**

Intersections	EBL	EBR	WBL	WBR	NBL	NBR	SBL	SBR
<b>Existing</b>								
Alcaniz Street/Gregory Street	-	-	-	-	125	-	-	-
MLK Drive/Cervantes Street	-	-	100	-	-	-	-	-
Cervantes Street/Haynes Street	175	-	-	-	-	-	-	-
MLK Drive/Blount Street	-	-	125	-	-	-	-	-
MLK Drive/Maxwell Street	-	-	-	-	-	-	-	350
MLK Drive/Texar Drive	-	-	125	-	-	-	-	-
Davis Highway/Cervantes Street	125	-	-	-	-	200	-	-
Davis Highway/Blount Street	75	-	-	-	-	-	-	-
Davis Highway/Texar Drive	150	-	-	-	-	-	-	-
Davis Highway/I-110 On/Off Ramp	250	-	-	-	225	-	150	-
Davis Highway/Fairfield Drive	250	-	200	-	275	-	300	550

The results for the existing year (2019) queue length analysis indicate that the existing storage lengths are sufficient for the majority of the study intersections.












For the MLK Drive/Cervantes Street intersection, the queue length for the westbound left turn and Cervantes Street/Hayne Street, the queue for the eastbound left turn exceeds the available turn bay storage for both AM and PM peak hour and spill into the through lane. This queuing contributes to the delays associated with these approaches.

For the Davis Highway/I-110 On/Off Ramp intersection, the queue lengths for the eastbound left movements exceed the available turn bay storage for both AM and PM peak hour and spill into the through lane. This contributes to the higher delays associated with these approaches.

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## Two-Way Conversion Traffic Feasibility Study

**Table 2.8: Dr. Martin Luther King Jr. Drive / Alcaniz Street and Davis Highway Existing Year AM (2019) Intersection Queue Length (ft)**












Intersections		EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
AM													
1		Alcaniz Street/Gregory Street											
3		MLK Drive / Alcaniz Street/Cervantes Street											
4		Cervantes Street/Haynes Street											
5		MLK Drive/Blount Street											
9		MLK Drive/Maxwell Street											
11		MLK Drive/Texar Drive											
14		Davis Highway/Cervantes Street											
15		Davis Highway/Blount Street											
19		Davis Highway/Texar Drive											
21		Davis Highway/I-110 On/Off Ramp											
22		Davis Highway/Fairfield Drive											

\* Indicates the queue length exceeds the turn lane length

# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

## Two-Way Conversion Traffic Feasibility Study

**Table 2.9: Dr. Martin Luther King Jr. Drive / Alcaniz Street and Davis Highway Existing Year PM (2019) Intersection Queue Length (ft)**

Intersections		EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
PM													
1		Alcaniz Street/Gregory Street	-	-	-	175	175	25	125	225	-	-	100 100
3		MLK Drive / Alcaniz Street/Cervantes Street	-	375	375	150*	275	-	-	-	-	125 125	100
4		Cervantes Street/Haynes Street	250*	375	-	-	300	300	50	175	125	-	-
5		MLK Drive/Blount Street	-	125	125	25	100	-	-	-	-	75 75	75
9		MLK Drive/Maxwell Street	-	-	-	75	75	-	-	-	-	100	75
11		MLK Drive/Texar Drive	175	175	100	75	100	-	-	-	-	200 200	200
14		Davis Highway/Cervantes Street	100	125	-	-	175	125	175	175	175	-	-
15		Davis Highway/Blount Street	50	100	-	-	75	75	75	75	75	-	-
19		Davis Highway/Texar Drive	150	125	-	-	150	75	250	250	200	-	-
21		Davis Highway/I-110 On/Off Ramp	300*	300	150	25	50	50	200	175	175	25 250	-
22		Davis Highway/Fairfield Drive	225	200	-	150	400	225	100	175	-	125 200	-

\* Indicates the queue length exceeds the turn lane length





## 3.0 Future Travel Demand

### 3.1 Growth Rate Determination

Consistent with the approved Methodology Memorandum (provided in **Appendix A**), various sources were reviewed to determine an appropriate growth rate for the study area. These include historical traffic data, the Bureau of Economic and Business Research (BEBR) population estimates, and Northwest Florida Regional Planning Model (NWFRPM) volumes.

#### Historical Traffic Growth

Historical AADT volumes obtained from the *FDOT Florida Traffic Online (FTO) 2018* were analyzed for compounded growth trends, as shown in **Table 3.1**. As shown, no stations were showing a positive growth trend with an average growth rate of -2.20%.

#### NWFRPM Growth Rate

The NWFRPM (version 2.1) is the adopted model for the ECRC. The NWFRPM includes areas within the ECRC jurisdiction, as well as Jackson, Calhoun, Gulf, Franklin, and Wakulla Counties. The adopted NWFRPM was validated for Base Year (2010) and Horizon Year (2040). The Base Year (2010) model and Horizon Year (2040) Cost Feasible model were used to estimate compounded model growth rates in the study area. **Table 3.2** shows the results with an average model growth rate of -1.74%.



**Table 3.1: Historical Growth Trends**

Road	Count Location	Station ID	Trend Analysis Growth Rate (2018 to 2045)
Davis Highway	South of Fairfield Dr	485323	3.63%
	North of Texar Dr	484010	-1.73%
	North of Maxwell St	485047	-3.70%
	Between Maxwell and Jordan St	485234	-2.66%
	South of Cervantes St	485161	-4.00%
	North of Wright St	485292	-0.55%
	North of Lloyd St	485248	-4.53%
Martin Luther King Jr. Drive	North of Texar Dr	485308	-4.68%
	South of Texar Dr	484007	-5.24%
	Between Maxwell and Jordan St	485235	-5.82%
	North of Lloyd St	485247	-5.85%
Alcaniz St	South of Cervantes St	485028	-4.59%
	North of Wright St	485293	-3.90%
	South of Wright St	485030	-0.19%
	S of W D Childer's Plz	485177	-0.47%
Fairfield Drive	East of Palafox St	484019	0.17%
	West of I-110	485206	-2.38%
Texar Drive	East of I-110	485284	-2.38%
Cross Street	East of Palafox Street	485191	-2.81%
Maxwell Street	East of Davis Hwy	485137	1.31%
	West of Hayne St	485238	-2.01%
Jordan Street	West of I-110	485240	-0.67%
Blount Street	West of Tarragona St	485246	-2.58%
	West of MLK Dr	485245	-3.57%
Cervantes	West of Davis St	485006	-0.51%
Gregory Street	West of 9 <sup>th</sup> Ave	485031	0.04%
<b>Average</b>			<b>-2.20%</b>

Table 3.2: NWFRPM Growth Rates

Road	Count Location	NWFRPM AADT		
		Base Year (2010) Model	Cost Feasible (2040) Model	2010/2040 Growth
Davis Highway	North of Fairfield Dr	13528	6692	-2.32%
	North of I-110 Ramps	7283	3354	-2.55%
	North of Hart Dr	3340	1543	-2.54%
	North of Texar Dr	3622	1737	-2.42%
	North of Cross St	2770	685	-4.55%
	South of Cross St	3117	868	-4.17%
	North of Maxwell St	3066	757	-4.56%
	North of Jordan St	5091	2594	-2.22%
	South of Jordan St	3152	2187	-1.21%
	North of Blount	2925	2074	-1.14%
	South of Blount	3533	2922	-0.63%
	North of De Soto St	3526	2953	-0.59%
	North of Cervantes	3863	3215	-0.61%
	South of Cervantes	2124	1239	-1.78%
	North of Wright St	1550	782	-2.25%
Martin Luther King Jr Drive	North of Hart Dr	3943	1811	-2.56%
	North of Texar Dr	4146	1950	-2.48%
	North of Cross St	2733	685	-4.51%
	South of Cross St	2909	767	-4.35%
	North of Maxwell St	2960	759	-4.44%
	North of Jordan St	1550	760	-2.35%
	South of Jordan St	5009	4285	-0.52%
	North of Blount	4732	4055	-0.51%
	South of Blount	4649	4506	-0.10%
	North of De Soto St	4562	4455	-0.08%
Alcaniz Street	North of Cervantes	4893	4713	-0.12%
	North of Wright St	1760	1085	-1.60%
	North of Gregory St	2921	2246	-0.87%
Fairfield Drive	South of Gregory St	7952	7316	-0.28%
	West of Davis Hwy	34860	30318	-0.46%
Texar Drive	East of Davis Hwy	25801	24507	-0.17%
	West of MLK Dr	16395	11045	-1.31%
	West of Davis Hwy	19517	12021	-1.60%
	East of Davis Hwy	21956	12756	-1.79%



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	<b>West of I-110</b>	<b>1599</b>	<b>732</b>	<b>-2.57%</b>
Cross Street	<b>West of Davis Hwy</b>	<b>1416</b>	<b>514</b>	<b>-3.32%</b>
	<b>East of Davis Hwy</b>	<b>1450</b>	<b>444</b>	<b>-3.87%</b>
Maxwell Street	West of MLK Dr	7888	4505	-1.85%
	West of Davis Hwy	6479	4507	-1.20%
	East of Davis Hwy	4454	2670	-1.69%
Jordan Street	West of MLK Dr	9195	6600	-1.10%
	West of Davis Hwy	5737	3075	-2.06%
	East of Davis Hwy	3795	2669	-1.17%
Blount Street	West of MLK Dr	2869	1449	-2.25%
	West of Davis Hwy	3380	1536	-2.59%
	East of Davis Hwy	3605	2148	-1.71%
Cervantes Street	West of MLK Dr	27296	29064	0.21%
	West of Davis Hwy	27183	29248	0.24%
	East of Davis Hwy	28681	30076	0.16%
Wright Street	West of MLK Dr	450	235	-2.14%
	West of Davis Hwy	2679	1655	-1.59%
	East of Davis Hwy	1128	873	-0.85%
Gregory Street	West of Alcaniz St	4624	3544	-0.88%
	East of Alcaniz St	8618	8660	-0.02%
<b>Average</b>				<b>-1.74%</b>



## Escambia County Population Projections

The BEBR population projections were reviewed for Escambia County. Population growth projections are provided through the design year (2045) for three scenarios: low, medium, and high. As shown in **Table 3.3**, the low linear growth rate is 0.04% and the high linear growth rate is 1.23%.

**Table 3.3: Escambia County Population Projections**

Projection Range	2017 Estimate	2045 Projection	Annual Growth Rate, Persons / Year (%)	
			Linear Average Growth Rate	Exponential Average Growth Rate
Low	318,560	322,200	0.04%	0.04%
Medium	318,560	367,700	0.57%	0.53%
High	318,560	424,600	1.23%	1.07%

## Growth Rate Recommendation

Historical traffic growth rates in the study area show a negative growth in traffic. The adopted NWFRPM shows that a negative growth rate is also anticipated from the Base Year 2010 to Horizon Year 2040. The BEBR population projections for Escambia County as a whole is 0.04% per year as a low estimation, and 1.23% as a high estimation.

Consistent with the approved Methodology Memorandum (provided in **Appendix A**), an annual compounded growth rate of 0.5% was used to represent conservative growth in the area.

Future traffic volumes were estimated using the compounded annual growth rate of 0.5% applied to existing traffic volumes. **Figure 3.1**, **Figure 3.2**, **Figure 3.3**, and **Figure 3.4** show the future No Build design year (2045) AM and PM peak-hour volumes.



Figure 3.1: Future No Build Design Year AM (2045) Davis Highway and Dr. Martin Luther King Jr. Drive/Alcaniz Street Turning Movement Volumes

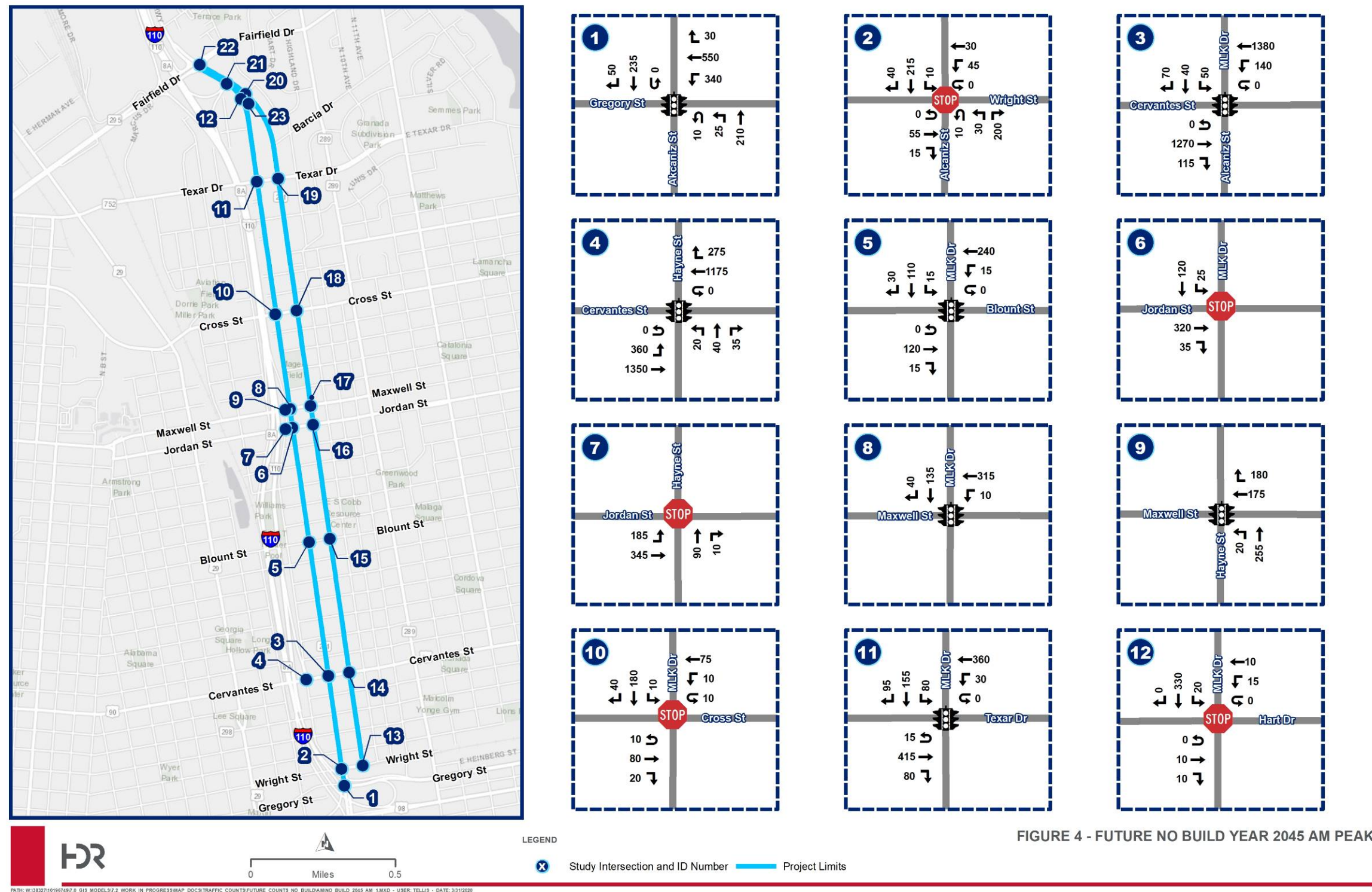




Figure 3.2: Future No Build Design Year AM (2045) Davis Highway and Dr. Martin Luther King Jr. Drive/Alcaniz Street Turning Movement Volumes

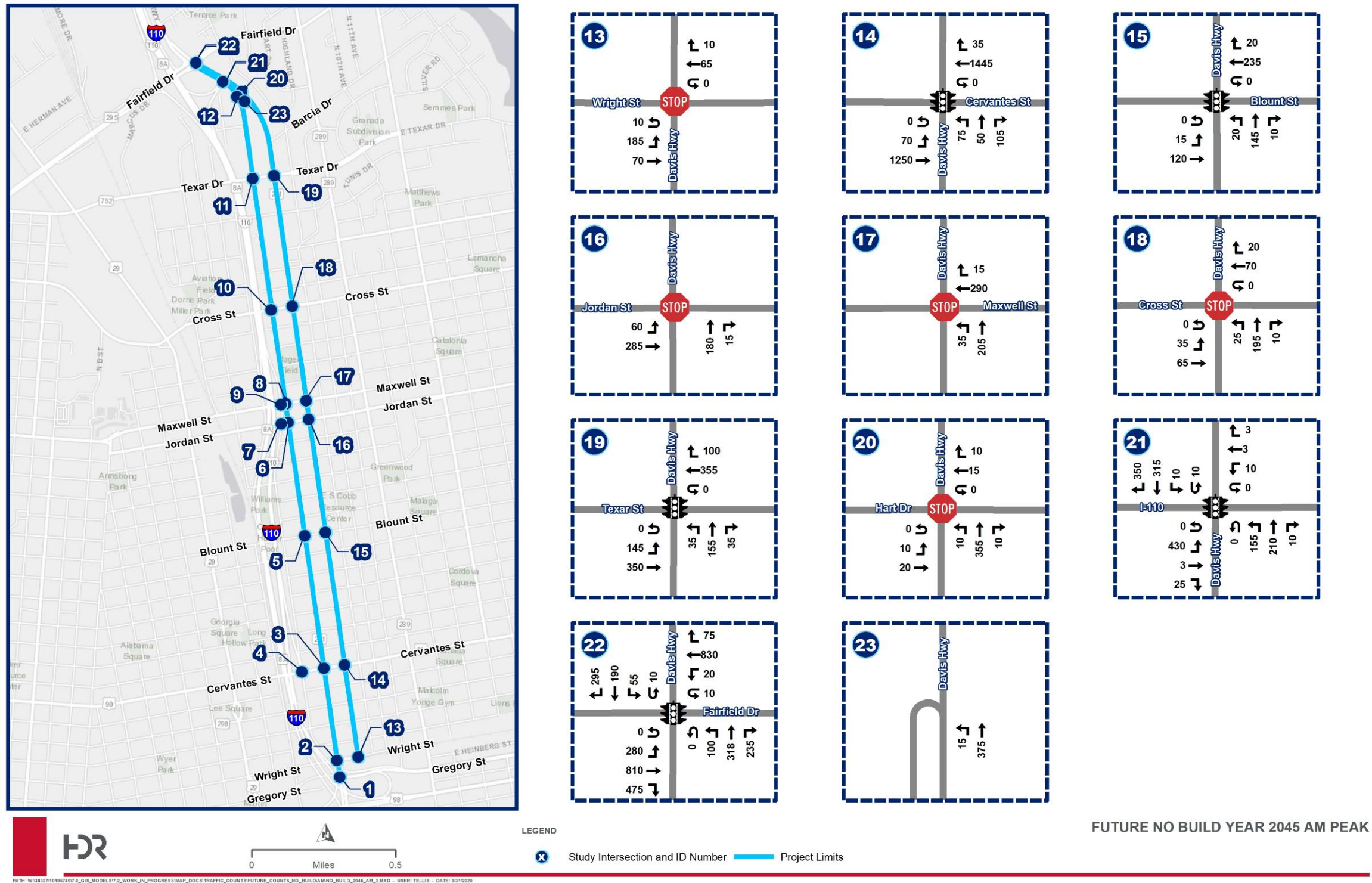




Figure 3.3: Future No Build Design Year PM (2045) Davis Highway and Dr. Martin Luther King Jr. Drive/Alcaniz Street Turning Movement Volumes

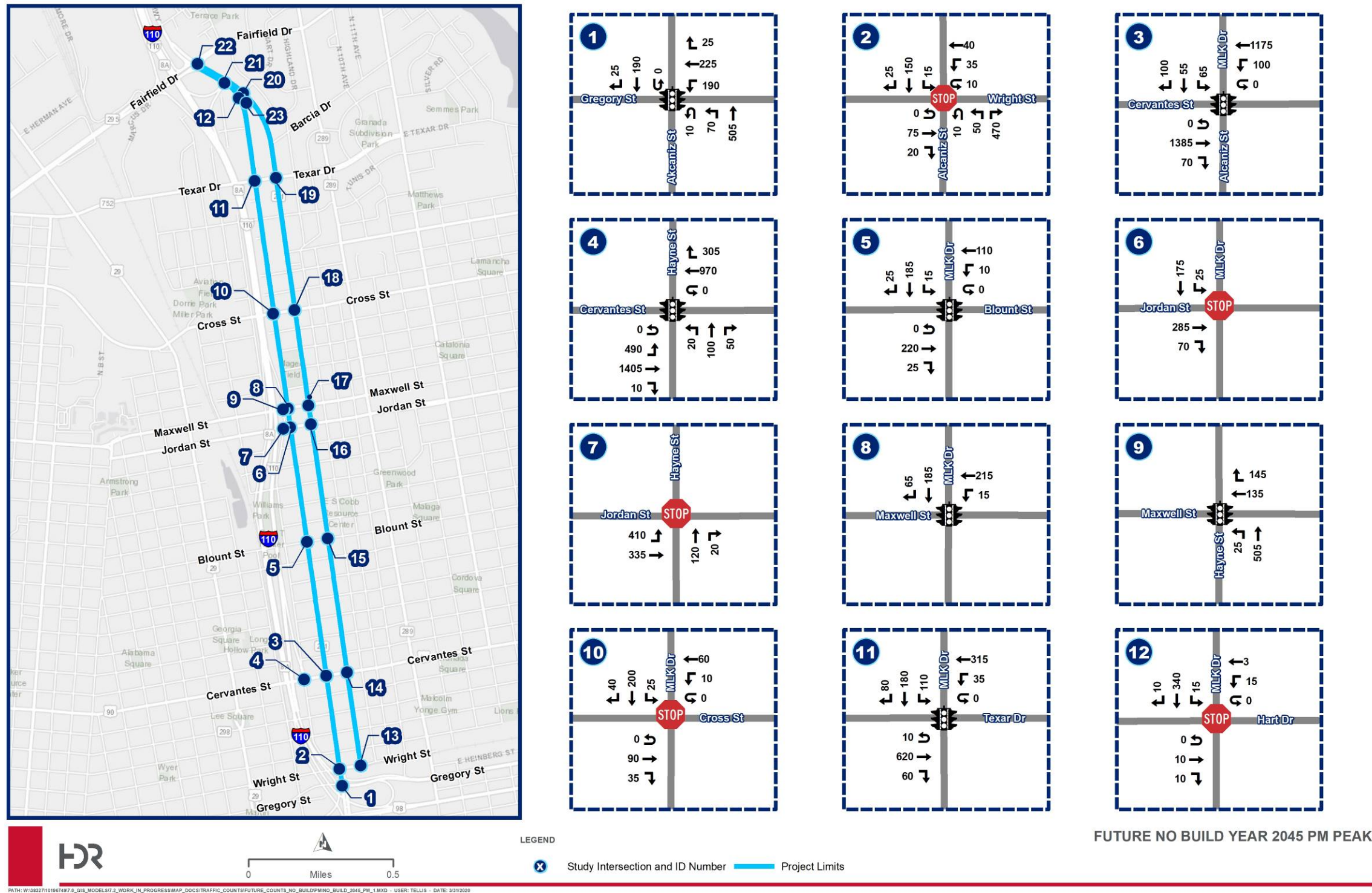
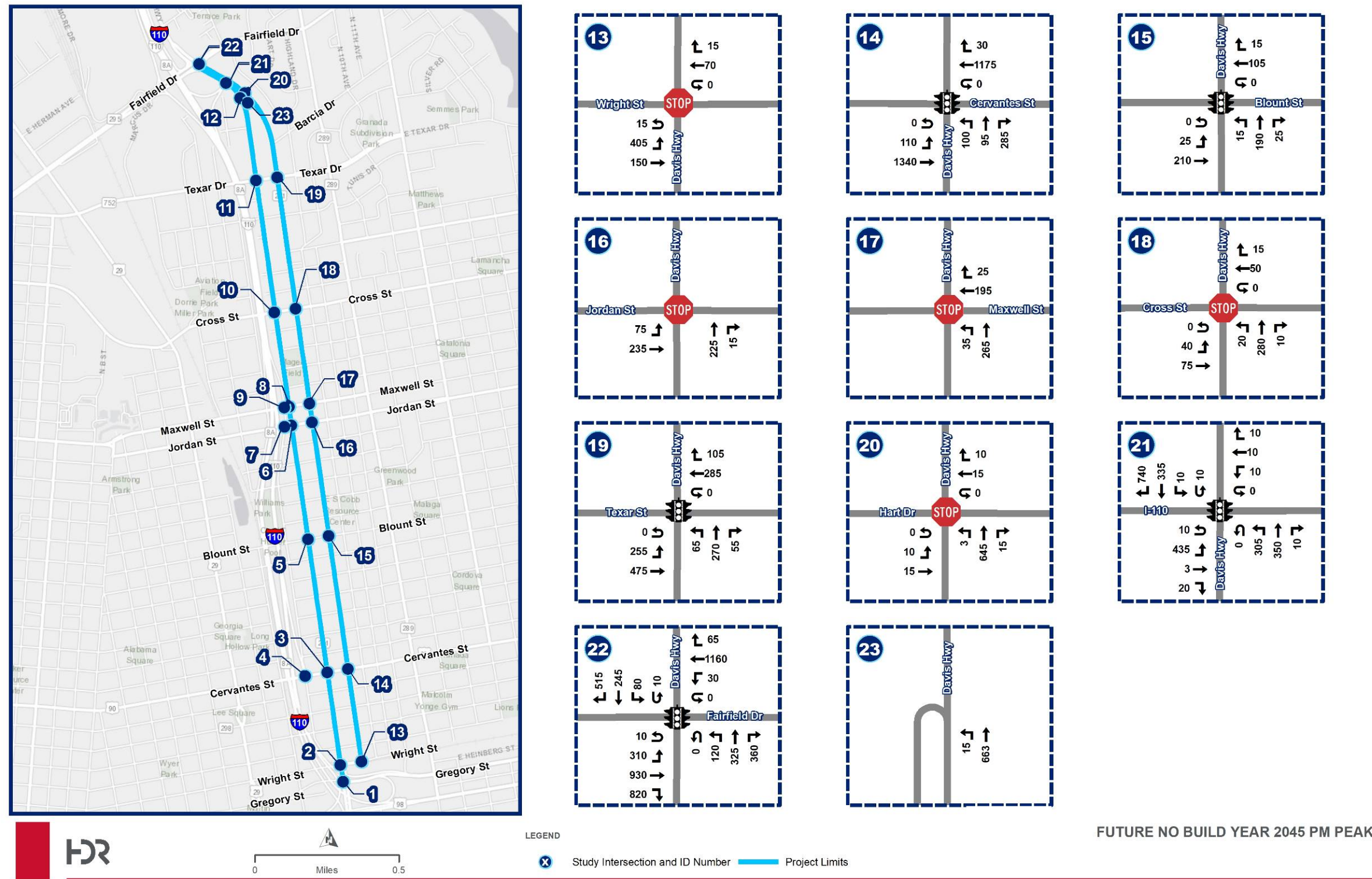




Figure 3.4: Future No Build Design Year PM (2045) Davis Highway and Dr. Martin Luther King Jr. Drive/Alcaniz Street Turning Movement Volumes



FUTURE NO BUILD YEAR 2045 PM PEAK

## 4.0 Future Alternatives

In addition to the Build Condition, a No Build Condition was considered along the Davis Highway & Dr. Martin Luther King Jr. Drive/Alcaniz Street study corridor. The Build Condition incorporates design and operational features for two-way traffic movements along both the corridors. The two conditions are discussed in detail in this section.

### 4.1 No Build Condition

The No Build Condition has no changes to the existing year (2019) lane geometry or traffic control features within the project area. The No Build Condition is considered to compare the operational conditions to the Build Condition (with two-way traffic). The No Build Condition has no capital cost associated with it as the existing facility will not be modified. Signal retiming is considered along both the corridors, the No Build Condition assumes all signalized intersections within the study area will be retimed by 2045 and the signal timing was optimized using the existing signal phasing.

### 4.2 Build Condition (Two-Way Traffic)

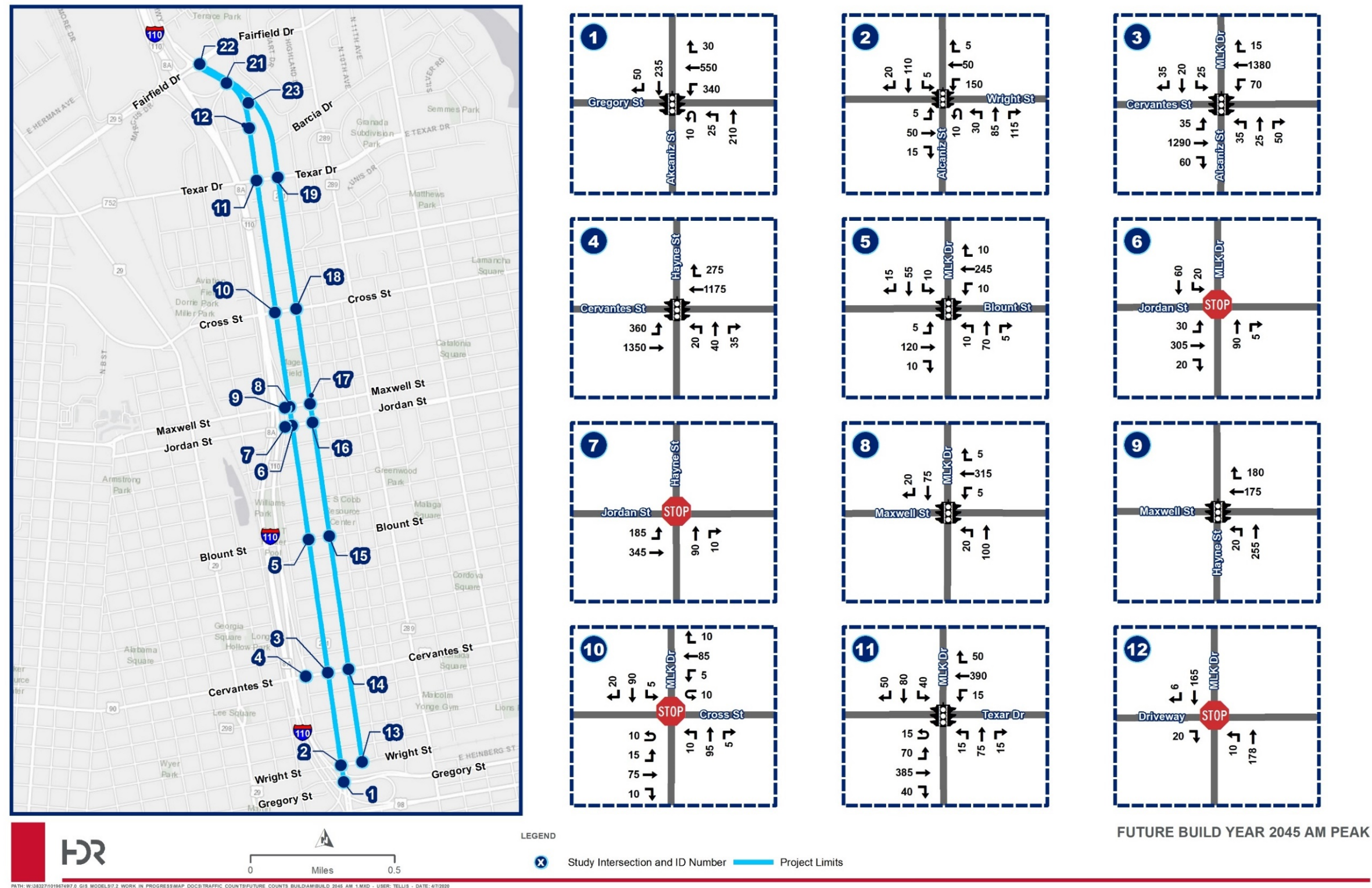
Under the Build Condition, Davis Highway and Dr. Martin Luther King Jr. Drive/Alcaniz Street is converted to a two-way traffic flow throughout the corridor. A 50/50 split of traffic volume was considered between both the corridors for the development of traffic volumes for this condition. The Build Conditions also includes the following improvements:

- Due to this two-way conversion, a roundabout has been introduced at the point where MLK Drive merges into Davis Highway in order to negotiate the two-way traffic flow. The design concept for this merge area and roundabout is discussed further in the Recommendations section. Raised crosswalks at the roundabout are recommended as well as extra green and pedestrian space.
- The center turn lane at MLK Drive/Cervantes Street, Davis Highway/Cervantes Street, MLK Drive/Texar Drive and Davis Highway/Texar Drive intersections were converted to left-turn turn bays, as further discussed in the recommendations section.
- Alcaniz Street/Wright Street intersection is signalized in the build condition due to two-way traffic operations and existing safety issues. Green space and a pedestrian refuge area has been designed to accommodate pedestrians along Alcaniz Street which experiences high volumes of pedestrians during special events at the Pensacola Civic Center and the Pensacola Grand Hotel. Further discussion is provided in the recommendations section.

Additional discussion of the recommendations is provided in Section 8.0



Figure 4.1: Future Build Design Year AM (2045) Davis Highway and Dr. Martin Luther King Jr. Drive/Alcaniz Street Turning Movement Volumes





The map displays the 110 bus route, which runs north-south along the corridor of the former I-10. The route is marked with a thick blue line and 23 numbered stops. Key streets and landmarks include:

- North End:** Fairfield Dr, Terrace Park, Semmes Park, Granada Subdivision Park, Matthews Park, Lamar Park Square, Catalonia Square.
- Mid-City:** Cross St, Maxwell St, Jordan St, Greenwood Park, Malaga Square, Cordova Square.
- South End:** Blount St, Cervantes St, Wright St, Gregory St, Wyer Park, Lee Square, Georgia Square, Long Hollow Park, Alabama Square.

Major highways shown include I-10 (I-110), I-29, and I-69. The route starts at stop 1 at Gregory St and ends at stop 23 at Fairfield Dr.

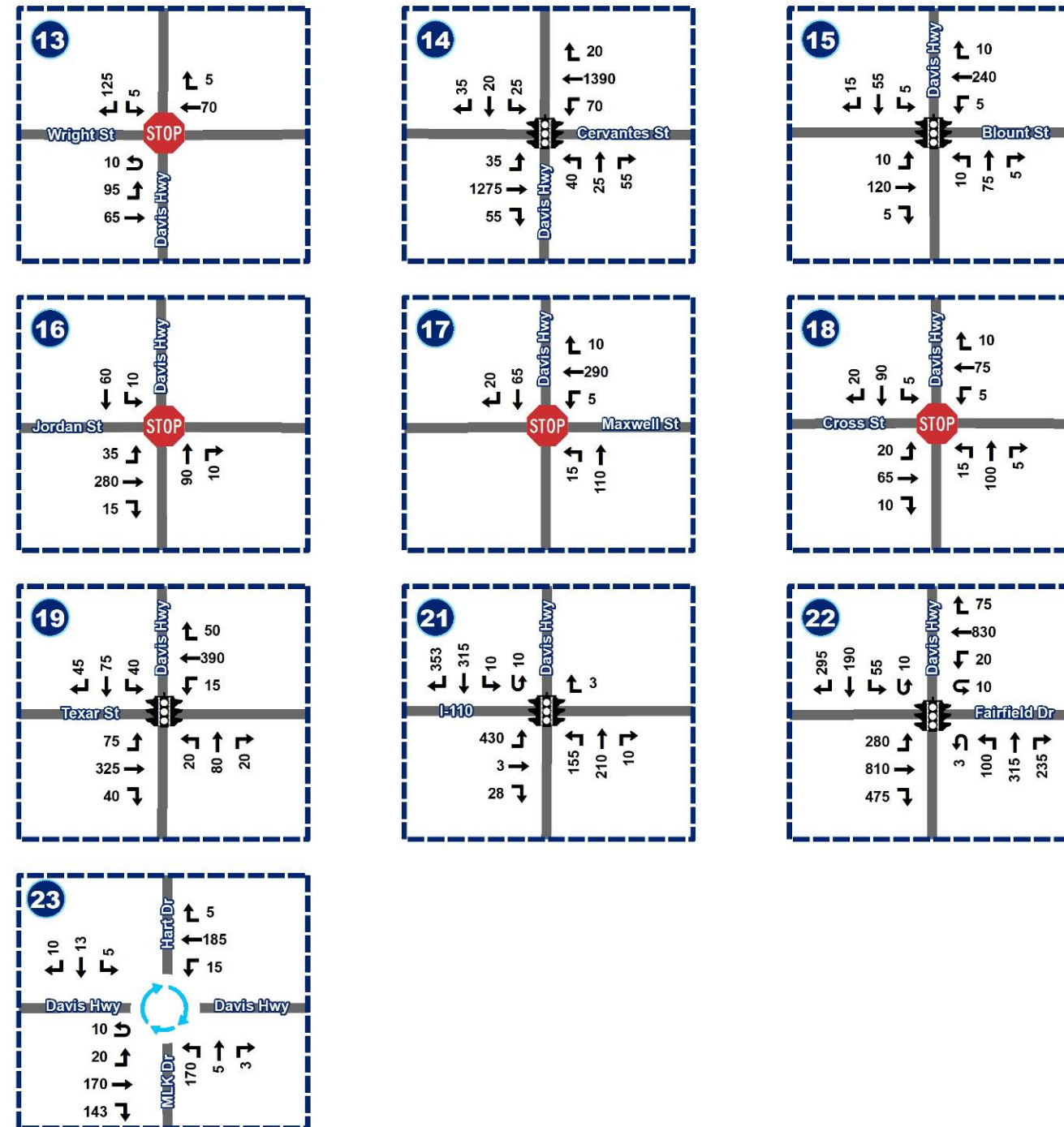
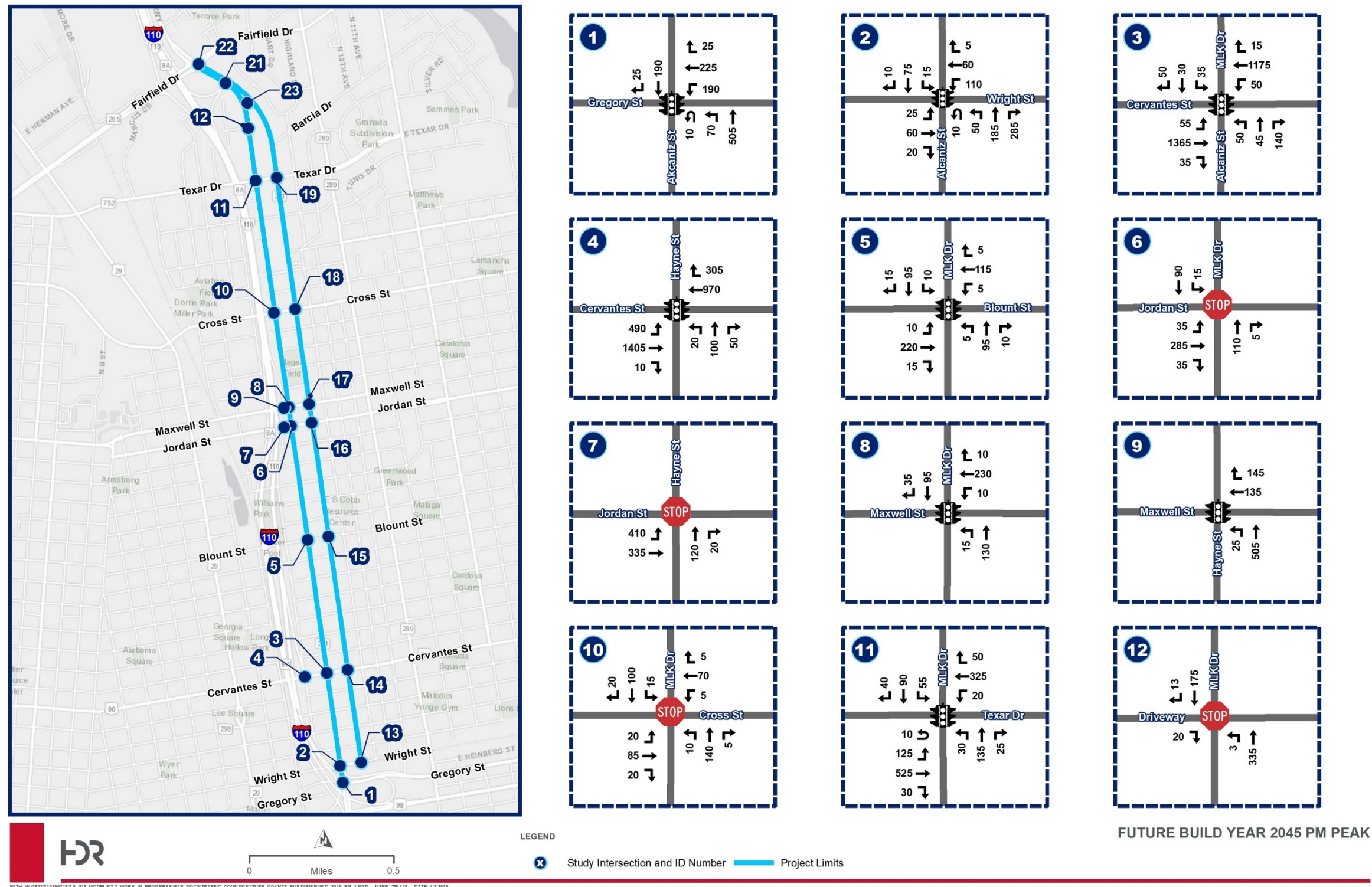


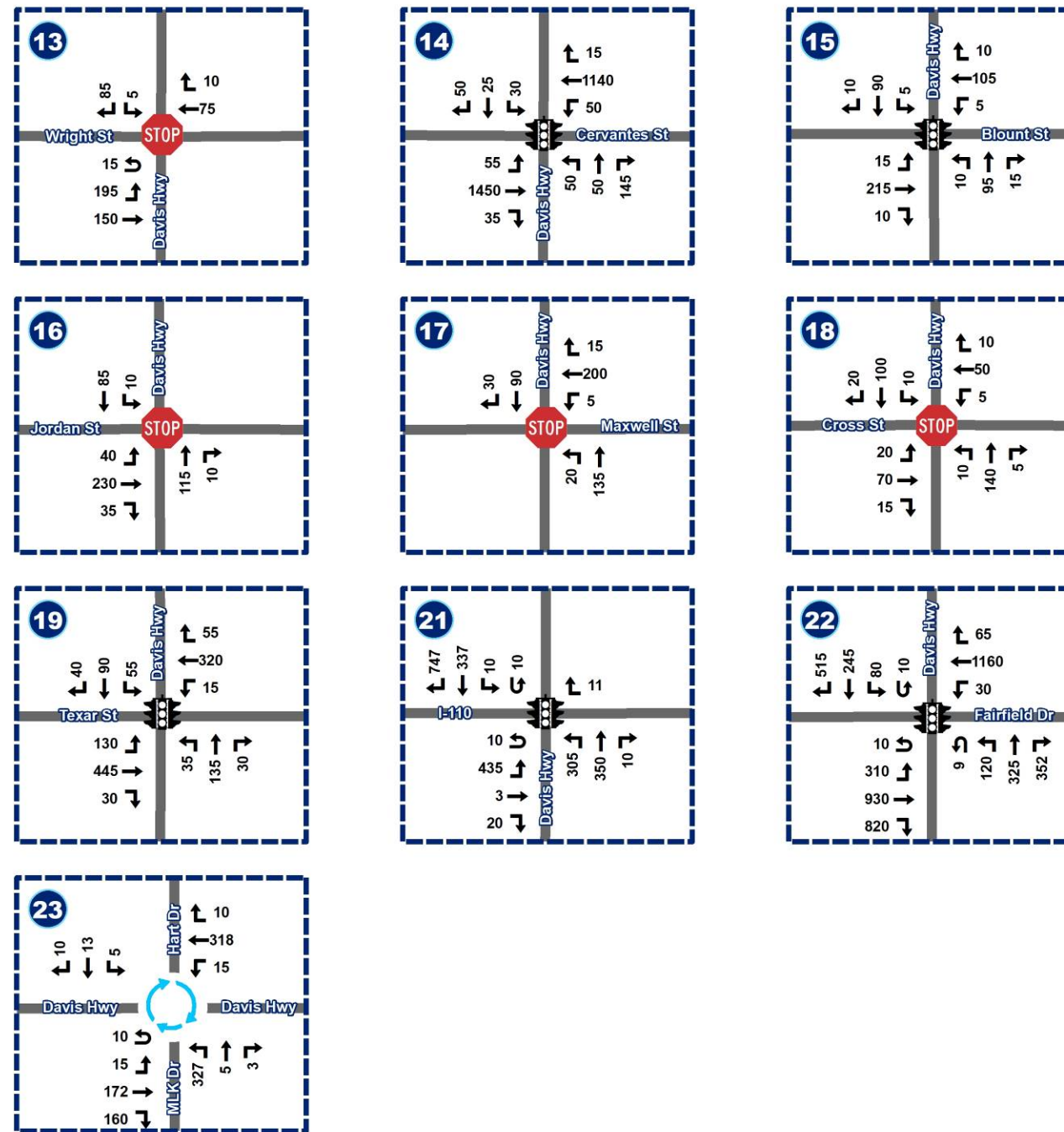


Figure 4.3: Future Build Design Year PM (2045) Davis Highway and Dr. Martin Luther King Jr. Drive/Alcaniz Street Turning Movement Volumes





A detailed map of the Atlanta-Fairfax Express route, showing 23 numbered stops along a blue line. The route starts at Wright St (stop 1) and ends at Fairfield Dr (stop 23). The map includes major roads like I-110, I-285, and I-75, as well as local streets and parks. The route is marked with a blue line and numbered stops 1 through 23. The route starts at Wright St (stop 1) and ends at Fairfield Dr (stop 23). The route is marked with a blue line and numbered stops 1 through 23. The route starts at Wright St (stop 1) and ends at Fairfield Dr (stop 23). The route is marked with a blue line and numbered stops 1 through 23.







**LEGEND**  
 Study Intersection and ID Number
  Project Limits

PATH: W:\333271019\67487.9\_GIS\_MODEL\7.2\_WORK\_IN\_PROGRESS\MAP\_DOCS\TRAFFIC\_COUNTS\FUTURE\_COUNTS\_BUILD\PM\BUILD\_2045\_PM\_2.MXD - USER: TELLIS - DATE: 4/17/2020



## 5.0 Future Conditions

### 5.1 Future No Build Year (2045) Traffic Operational Analysis

The existing year (2019) Synchro models were used as the basis for the future year (2045) models. Signal timing, cycle lengths, offsets and splits were optimized and coordinated for the No Build Alternative in Synchro.

#### No Build Intersection Delay Analysis

**Table 5.1** shows the future year (2045) overall intersection control delay and LOS results for the No Build. The HCM 6<sup>th</sup> and HCM 2000 Signalized and Unsignalized Intersection Summary results can be found in **Appendix E**.






















The results of the No Build Future year analysis indicate that all the intersections are expected to operate acceptably in the AM peak hour and PM peak hour. Based on the analysis results, the Future No Build Condition is performing better than the existing year (2019) analysis results for many of the intersections; this is likely due to the signal timings optimization.



# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

## Two-Way Conversion Traffic Feasibility Study

**Table 5.1: Design Year (2045) No Build Intersection Delay (s/veh)**

Intersections			Overall Intersection			
			Delay	LOS	Delay	LOS
			AM		PM	
1		Alcaniz Street/Gregory Street	13.7**	B	11.7**	B
2		Alcaniz Street/Wright Street	9.4*	A	10.3*	B
3		MLK Drive / Alcaniz Street/Cervantes Street	12.2*	B	13.5*	B
4		Cervantes Street/Hayne Street	13.2*	B	23.7*	C
5		MLK Drive/Blount Street	11.1**	B	15.4**	B
6		MLK Drive/Jordan Street	9.4*	A	9.4*	A
7		Jordan Street/Hayne Street	0.0*	A	0.0*	A
8		Maxwell Street/Hayne Street	13.0**	B	13.2**	B
9		MLK Drive/Maxwell Street	31.0**	C	31.8**	C
10		MLK Drive/Cross St	5.3*	A	4.9*	A
11		MLK Drive/Texar Drive	9.5**	A	11.9**	B
12		MLK Drive/Hart Drive	1.2*	A	1.0*	A
13		Davis Highway/Wright Street	1.9*	A	1.1*	A
14		Davis Highway/Cervantes Street	21.1*	C	13.7**	B
15		Davis Highway/Blount Street	16.6**	B	11.2**	B
16		Davis Highway/Jordan Street	9.7*	A	9.6*	A
17		Davis Highway/Maxwell Street	0.0*	A	0.0*	A
18		Davis Highway/Cross Street	5.2*	A	4.5*	A
19		Davis Highway/Texar Drive	17.4*	B	49.5*	C
20		Davis Highway/Hart Drive	1.5*	A	1.0*	A
21		Davis Highway/I-110 On/Off Ramp	27.0**	C	36.1**	D
22		Davis Highway/Fairfield Drive	31.3**	C	41.4**	D

\* denotes values from HCM 6<sup>th</sup>

\*\* denotes values from HCM 2000



## No Build Intersection Queue Analysis

The turn lane lengths for the No Build Condition remain unchanged from existing conditions. **Table 5.2** and **Table 5.3** show the queue length results of the study intersections with turn lanes for the AM and PM peak hour. The 95th percentile queue length rounded up to the nearest 25 ft is provided. SimTraffic queue reports for all the intersections within the study area can be found in **Appendix E**.

The results of the No Build condition analysis indicates that queue length results in the existing year are under 500 feet except for one movement, which is the eastbound through movement for the Cervantes Street/Haynes Street intersection. This movement is expected to experience queue length of 525 feet in the PM peak hour.

For the Davis Highway/I-110 On/Off Ramp intersection, the queue lengths for the eastbound left movements exceed the available turn bay storage for both AM and PM peak hour and spill into the through lane. This contributes to the high delays associated with these approaches.




For the MLK Drive/Cervantes Street intersection, the queue length for the westbound left turn for AM peak hour and Cervantes Street/Hayne Street, the queue for the eastbound left turn is expected to exceed the available turn bay storage for both AM and PM peak hour and spill into the through lane. This queuing could contribute to delays associated with these approaches.



# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

## Two-Way Conversion Traffic Feasibility Study

Table 5.2: Design Year AM (2045) No Build Intersection Queue Length (ft)

Intersections			EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
AM														
1		Alcaniz Street/Gregory Street	-	-	-	300	300	100	75	100	-	-	75	100
3		MLK Drive / Alcaniz Street/Cervantes Street	-	400	400	175*	225	-	-	-	-	100	100	75
4		Cervantes Street/Haynes Street	250*	525	-	-	250	250	75	125	100	-	-	-
5		MLK Drive/Blount Street	-	125	125	50	225	-	-	-	-	50	75	75
9		MLK Drive/Maxwell Street	-	-	-	125	175	-	-	-	-	-	75	75
11		MLK Drive/Texar Drive	150	150	100	50	100	-	-	-	-	125	125	125
14		Davis Highway/Cervantes Street	100	50	-	-	225	175	150	150	100	-	-	-
15		Davis Highway/Blount Street	50	125	-	-	175	175	75	75	75	-	-	-
19		Davis Highway/Texar Drive	100	75	-	-	125	100	100	100	100	-	-	-
21		Davis Highway/I-110 On/Off Ramp	350*	350	125	25	50	50	150	100	100	50	100	-
22		Davis Highway/Fairfield Drive	200	200	-	100	325	175	100	150	-	100	150	-

\* Indicates the queue length exceeds the turn lane length

# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

## Two-Way Conversion Traffic Feasibility Study

Table 5.3: Design Year PM (2045) No Build Intersection Queue Length (ft)

Intersections			EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
			PM											
1		Alcaniz Street/Gregory Street	-	-	-	200	200	50	100	125	-	-	75	75
3		MLK Drive / Alcaniz Street/Cervantes Street	-	325	325	125*	175	-	-	-	-	125	125	100
4		Cervantes Street/Haynes Street	250*	525	500	-	300	300	75	200	125	-	-	-
5		MLK Drive/Blount Street	-	175	175	50	125	-	-	-	-	50	100	100
9		MLK Drive/Maxwell Street	-	-	-	100	175	-	-	-	-	-	75	150
11		MLK Drive/Texar Drive	175	175	100	50	75	-	-	-	-	125	125	125
14		Davis Highway/Cervantes Street	125	100	-	-	250	200	175	175	175	-	-	-
15		Davis Highway/Blount Street	75	150	-	-	125	125	75	75	75	-	-	-
19		Davis Highway/Texar Drive	150	75	-	-	125	75	150	150	125	-	-	-
21		Davis Highway/I-110 On/Off Ramp	325*	325	150	25	50	50	200	150	150	50	150	-
22		Davis Highway/Fairfield Drive	225	325	-	150	475	275	100	150	-	150	225	150

\* Indicates the queue length exceeds the turn lane length



## 5.2 Future Build Year (2045) Traffic Operational Analysis

The existing year (2019) Synchro models were used as the basis for the future year (2045) models. Signal timing, cycle lengths, offsets and splits were also optimized for the Build Alternative in Synchro. The Alcaniz Street/Wright Street intersection has been signalized in this build condition for two-way traffic operations. The proposed roundabout at Davis Highway/MLK Drive/Hart Drive was analyzed with SIDRA Intersection software.

### Build Intersection Delay Analysis

**Table 5.4** show the future year (2045) overall intersection control delay and LOS results for the Build condition. The HCM 6<sup>th</sup> and HCM 2000 Signalized and Unsignalized Intersection Summary results and the SIDRA Intersection results can be found in **Appendix E**.

**The results of the Build Future year analysis indicate that all the intersections are expected to meet acceptable FDOT LOS targets in the AM peak hour and PM peak hour.** Based on the analysis results, **the Future No Build Condition is performing better than the existing year (2019) analysis results;** this is likely due to the signal timings optimization.

The model results indicate that Davis Highway/Fairfield Drive intersection and MLK Drive/Maxwell Street experiences overall delays over 30 seconds/vehicle (s/veh) during both the AM and PM peak hours, resulting in LOS C.

Alcaniz Street / Wright Street intersection, signalized in build condition, experiences 6.3 s/veh during AM and 5.9 s/veh during PM peak hour resulting in LOS A.

The proposed roundabout at Davis Highway/MLK Drive/Hart Drive is anticipated to operate at LOS A in both the AM and PM peak hours.

# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

## Two-Way Conversion Traffic Feasibility Study

**Table 5.4: Design Year (2045) Build Intersection Delay (s/veh)**

Intersections			Overall Intersection			
			Delay	LOS	Delay	LOS
			AM		PM	
1		Alcaniz Street/Gregory Street	14.0**	B	11.9**	B
2		Alcaniz Street/Wright Street	6.3**	A	5.9**	A
3		MLK Drive / Alcaniz Street/Cervantes Street	17.7*	B	19.0*	B
4		Cervantes Street/Hayne Street	5.1*	A	14.6*	B
5		MLK Drive/Blount Street	11.0*	B	13.4*	B
6		MLK Drive/Jordan Street	9.2*	A	9.4*	A
7		Jordan Street/Hayne Street	0.0*	A	0.0*	A
8		Maxwell Street/Hayne Street	13.4**	B	13.6**	B
9		MLK Drive/Maxwell Street	30.5**	C	30.7**	C
10		MLK Drive/Cross St	8.4*	A	8.7*	A
11		MLK Drive/Texar Drive	10.8**	B	12.3**	B
12		MLK Drive/Driveway	0.7**	A	0.4**	A
13		Davis Highway/Wright Street	8.3*	A	9.3*	A
14		Davis Highway/Cervantes Street	11.4*	B	13.4*	B
15		Davis Highway/Blount Street	10.4*	B	11.9*	B
16		Davis Highway/Jordan Street	9.0*	A	9.1*	A
17		Davis Highway/Maxwell Street	9.4*	A	9.2*	A
18		Davis Highway/Cross Street	8.3*	A	8.5*	A
19		Davis Highway/Texar Drive	11.0*	B	11.4*	B
21		Davis Highway/I-110 On/Off Ramp	25.4**	C	34.0**	C
22		Davis Highway/Fairfield Drive	33.2**	C	47.0**	D
23		Davis Highway/MLK Drive/Hart Drive	3.7***	A	6.4***	A

\* denotes values from HCM 6<sup>th</sup>

\*\* denotes values from HCM 2000

\*\*\* denotes SIDRA Intersection analysis



### Build Intersection Queue Analysis

**Table 5.5** shows the turn lane length inventory for the Future Build Condition rounded to the nearest 25 ft. **Table 5.6** and **Table 5.7** show the queue length results of the study intersections with turn lanes for the AM and PM peak hour. The 95th percentile queue length rounded up to the nearest 25 ft is provided. SimTraffic queue reports for all the intersections within the study area can be found in **Appendix E**.

**Table 5.5: Build Turn Lane Storage Length (ft) Inventory (2045)**

Intersections	EBL	EBR	WBL	WBR	NBL	NBR	SBL	SBR
Existing								
Alcaniz Street/Gregory Street	-	-	-	-	200	-	-	-
MLK Drive/Cervantes Street	150	-	150	-	-	-	-	-
Cervantes Street/Haynes Street	175	-	-	-	-	-	-	-
MLK Drive/Blount Street	-	-	125	-	-	-	-	-
MLK Drive/Maxwell Street	-	-	-	-	-	-	-	350
MLK Drive/Texar Drive	225	-	125	-	-	-	-	-
Davis Highway/Cervantes Street	150	-	150	-	-	150	-	-
Davis Highway/Blount Street	75	-	-	-	-	-	-	-
Davis Highway/Texar Drive	150	-	100	-	-	-	-	-
Davis Highway/I-110 On/Off Ramp	250	-	-	-	275	-	-	-
Davis Highway/Fairfield Drive	250	-	200	-	275	-	300	550

The results of the Build condition analysis indicates that queue lengths results in Build Conditions are 500 feet or less. For the Davis Highway/Fairfield Drive intersection, the queue lengths for the westbound left movement exceed the available turn bay storage for the PM peak hour. However, based on observation of the SimTraffic model, these results appear to be due to the westbound through traffic queuing and blocking the westbound left turn lane. This condition is present in Existing and No Build conditions.

For the Cervantes Street/Haynes Street intersection and Davis Highway/I110 On/Off Ramp intersection, the queue length for the eastbound left turn for both AM and PM peak hours is expected to exceed the available turn bay storage and spill into the through lane. This queuing could contribute to delays associated with these approaches. This queuing is also present in Existing and No Build conditions and not a direct result of the proposed two-way conversion.

The model results also indicate queuing on the southbound approach of Davis Highway at Texar Drive. The addition of a southbound turn lane on Davis Highway could be considered at this intersection; however, this may involve right of way and driveway impacts.



# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

## Two-Way Conversion Traffic Feasibility Study

Table 5.6: Design Year AM (2045) Build Condition Queue Length (ft)

Intersections			EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
AM														
1		Alcaniz Street/Gregory Street	-	-	-	250	250	50	75	100	-	-	125	125
3		MLK Drive / Alcaniz Street/Cervantes Street	150	400	400	125	325	325	125	125	125	100	100	75
4		Cervantes Street/Haynes Street	250*	400	-	-	275	275	75	100	75	-	-	-
5		MLK Drive/Blount Street	75	75	75	25	100	100	125	125	125	75	75	75
9		MLK Drive/Maxwell Street	-	-	-	125	125	175	125	125	-	-	75	50
11		MLK Drive/Texar Drive	75	100	100	50	75	75	150	150	150	125	125	125
14		Davis Highway/Cervantes Street	125	375	375	150	350	350	125	125	75	150	150	150
15		Davis Highway/Blount Street	75	75	75	125	125	125	100	100	100	100	100	100
19		Davis Highway/Texar Drive	75	75	75	50	100	100	125	125	125	200	200	200
23		Davis Highway/MLK Drive/Hart Drive (Roundabout)	-	39.0	-	-	23.9	-	-	20.3	-	-	3.3	-
21		Davis Highway/I-110 On/Off Ramp	375*	375	175	-	-	-	125	75	75	25	225	-
22		Davis Highway/Fairfield Drive	200	225	-	50	350	175	100	150	-	125	175	75

\* Indicates the queue length exceeds the turn lane length

# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

## Two-Way Conversion Traffic Feasibility Study

Table 5.7: Design Year PM (2045) Build Condition Intersection Queue Length (ft)

Intersections			EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
PM														
1		Alcaniz Street/Gregory Street	-	-	-	175	175	50	100	125	-	-	100	100
3		MLK Drive / Alcaniz Street/Cervantes Street	150	400	400	75	175	175	200	200	200	100	100	75
4		Cervantes Street/Haynes Street	275*	500	425	-	300	300	50	125	100	-	-	-
5		MLK Drive/Blount Street	100	100	100	25	75	75	150	150	150	100	100	100
9		MLK Drive/Maxwell Street	-	-	-	75	175	175	125	125	-	-	75	75
11		MLK Drive/Texar Drive	100	125	100	50	100	100	200	200	200	175	175	175
14		Davis Highway/Cervantes Street	75	125	125	100	225	225	125	125	125	150	150	150
15		Davis Highway/Blount Street	50	100	100	75	75	75	100	100	100	125	125	125
19		Davis Highway/Texar Drive	75	100	100	50	125	125	175	175	175	450	450	450
23		Davis Highway/MLK Drive/Hart Drive (Roundabout)	-	68.6	-	-	129.2	-	-	0.62	-	-	7.8	-
21		Davis Highway/I-110 On/Off Ramp	350*	350	175	-	-	25	200	150	150	50	275	-
22		Davis Highway/Fairfield Drive	250	275	-	225*	475	275	100	200	-	150	300	200

\* Indicates the queue length exceeds the turn lane length

## 6.0 Generalized Planning Analysis

Generalized Service Volume Tables (GSVT), found in the *FDOT Quality/LOS Handbook 2013*, were used to perform corridor capacity checks for MLK Drive and Davis Highway. The existing year (2019) and future year (2045) No Build and Build volumes were compared to the LOS D service volumes found in the GSVTs to assess the corridors' capacities. **Table 6.1** and **Table 6.2** provide the capacity checks along Davis Highway and MLK Drive based on peak hour directional service volumes. **Both MLK Drive and Davis Highway corridors are expected to operate well below the maximum service volume for both the Build and No Build conditions.**

**Table 6.1: Dr. Martin Luther King Jr. Drive/Alcaniz Street Capacity Check**

MLK Drive Corridor	Peak Hour Peak Direction Service Volume*	AM Volumes	PM Volumes
Existing Year (2019) Volumes		One-Way (SB)	
Between E Wright St and E Cervantes St	1,956*	225	160
Between E Cervantes St and E Blount St	1,956*	135	185
Between E Blount St and E Jordan St	1,956*	130	190
Between E Jordan St and E Maxwell St	1,956*	120	170
Between E Maxwell St and E Cross St	1,956*	150	215
Between E Cross St and E Texar Drive	1,956*	195	230
Between Texar Drive and I-110 Ramp	1,956*	285	320
No Build Future Year (2045) Volumes		One-Way (SB)	
Between E Wright St and E Cervantes St	1,956*	265	190
Between E Cervantes St and E Blount St	1,956*	160	220
Between E Blount St and E Jordan St	1,956*	155	225
Between E Jordan St and E Maxwell St	1,956*	145	200
Between E Maxwell Street and E Cross St	1,956*	175	250
Between E Cross St and E Texar Drive	1,956*	230	265
Between Texar Drive and I-110 Ramp	1,956*	330	370
Build Future Year (2045) Volumes		Two-Way	
Between E Wright St and E Cervantes St	750	135	235
Between E Cervantes St and E Blount St	750	85	115
Between E Blount St and E Jordan St	750	95	120
Between E Jordan St and E Maxwell St	750	120	145
Between E Maxwell Street and E Cross St	750	110	155
Between E Cross St and E Texar Drive	750	115	190
Between Texar Drive and I-110 Ramp	750	188	338

\*LOS D Capacity adjusted to One-Way Travel

# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

## Two-Way Conversion Traffic Feasibility Study

**Table 6.2: Davis Highway Capacity Check**

Davis Highway Corridor	Peak Hour Peak Direction Service Volume*	AM Volumes	PM Volumes
<b>Existing Year (2019) Volumes</b>		<b>One-Way (NB)</b>	
Between E Wright St and E Cervantes St	1,956*	195	415
Between E Cervantes St and E Blount St	1,956*	145	195
Between E Blount St and E Jordan St	1,956*	165	205
Between E Jordan St and E Maxwell St	1,956*	205	260
Between E Maxwell St and E Cross St	1,956*	195	265
Between E Cross St and E Texar Drive	1,956*	195	335
Between Texar Drive and I-110 Ramp	1,956*	320	578
<b>No Build Future Year (2045) Volumes</b>		<b>One-Way (NB)</b>	
Between E Wright St and E Cervantes St	1,956*	230	480
Between E Cervantes St and E Blount St	1,956*	175	230
Between E Blount St and E Jordan St	1,956*	195	240
Between E Jordan St and E Maxwell St	1,956*	240	300
Between E Maxwell Street and E Cross St	1,956*	230	310
Between E Cross St and E Texar Drive	1,956*	225	390
Between Texar Drive and I-110 Ramp	1,956*	375	663
<b>Build Future Year (2045) Volumes</b>		<b>Two-Way</b>	
Between E Wright St and E Cervantes St	750	130	245
Between E Cervantes St and E Blount St	750	90	120
Between E Blount St and E Jordan St	750	100	125
Between E Jordan St and E Maxwell St	750	125	155
Between E Maxwell Street and E Cross St	750	120	155
Between E Cross St and E Texar Drive	750	120	200
Between Texar Drive and Roundabout	750	205	343

\*LOS D Capacity adjusted to One-Way Travel



## 7.0 Magee Field

Based on existing safety concerns expressed by stakeholders, MLK Drive and Davis Highway were reviewed for potential pedestrian enhancements at Magee Field. Magee Field is a park maintained by the City of Pensacola and is bordered by MLK Drive, Scott Street, Davis Highway, and Bobe Street. The park has sports fields, basketball courts, a playground, onsite parking, and a covered shelter and tables. Youth football attracts a large volume of traffic during the season, including pedestrians.

Pedestrian Counts were collected on a game day Saturday on November 9, 2019 for a 12-hour period, 7:00am-7:00pm, at the following locations (depicted in **Figure 7.1**):

- A. Existing crosswalk on MLK Drive at Magee Field (pedestrians/bicycles crossing MLK Drive)
- B. Zone along Davis Highway from Scott Street to approximately 150 feet south (pedestrians/bicycles crossing Davis Highway)
- C. Zone along Davis Highway from approximately 150 feet north and south of Yonge Street (pedestrians/bicycles crossing Davis Highway)
- D. Zone along Davis Highway from Bobe Street to approximately 150 feet north (pedestrians/bicycles crossing Davis Highway)

In addition, ECRC staff and consultants met with the City of Pensacola and the East Pensacola Student Athlete Program at Magee Field on January 15, 2020 to discuss existing operations and safety concerns. During this meeting, it was noted that vehicles tend to drive above the speed limit and do not stop or slow for many pedestrians. This is particularly a safety concern due to the volume of pedestrians experienced at Magee Field, particularly on a game day, and due to the fact that many younger pedestrians are crossing to reach the basketball courts and playgrounds

Based on the results of the traffic data collection, Zone B experienced the highest volume of pedestrians with 69 observed crossing Davis Highway in a single hour between 2:30pm to 3:30pm. There was a total of 27 bicyclists observed in Zone B during the 12-hour count period.

In Zone D, a maximum of 33 pedestrians was observed to cross Davis Highway in an hour from 1:00pm to 2:00pm and 19 bicyclists were observed during the entire 12-hour count period.

Zone A experienced a maximum of 33 pedestrians per hour crossing MLK Drive from 10:00am to 11:00am and there were no recorded bicyclists.

Zone C was the least busy among the four zones with the highest pedestrian volume of 22 per hour during 1:00pm to 2:00pm and a total of 12 bicyclists throughout the count period.

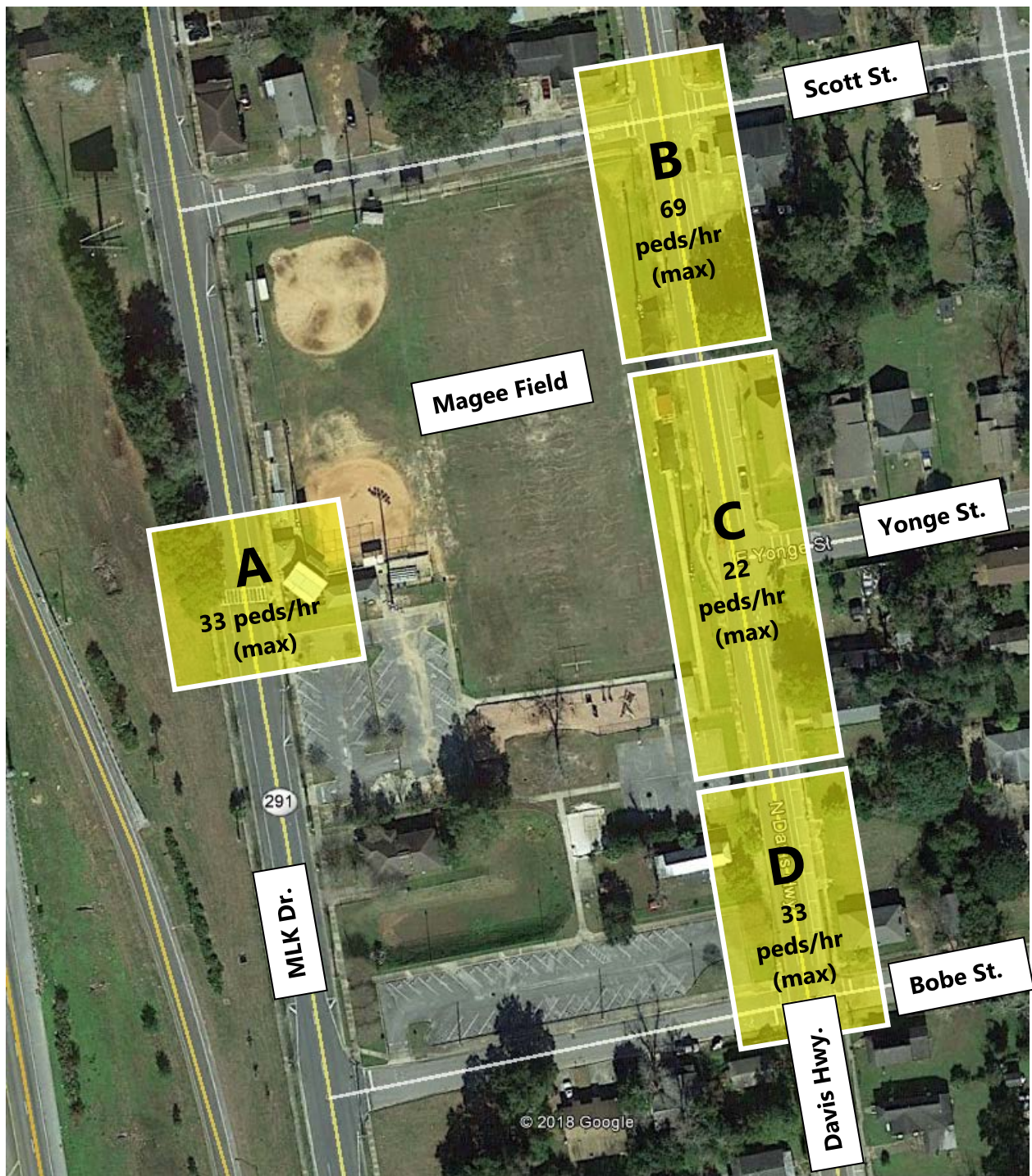




# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

Two-Way Conversion Traffic Feasibility Study

Figure 7.1: Magee Field



## 8.0 Recommendations

This feasibility study provides an analysis of the potential two-way conversion of Davis Highway and MLK Drive. In addition, a safety analysis was conducted to review existing safety concerns along both corridors including pedestrian safety concerns at Magee Field. Based on the analysis results, the following improvements recommendations are discussed below.

### Northern Tie-in at I-110

With the two-way conversion in place on MLK Drive and Davis Highway, a roundabout is recommended on the northern end at Hart Drive to combine the two roadways into Davis Highway to the north. The following improvements are recommended:

- Construct a four-leg, single-lane roundabout to tie in MLK Drive, Davis Highway from the south, to Davis Highway to the north, and Hart Drive.
- Provide raised crosswalks on each approach leg at the roundabout.
- Provide pedestrian and/or green space in the remaining right of way.
- Relocate the driveway for the industrial use west of the roundabout further south on MLK Drive.
- Modify the driveway for the shopping center east of the I-110 intersection at Davis Highway (the eastern leg of the intersection) to allow left in, right in, through in, but right out only (prohibit left out and throughout). Due to the current split phasing at the signal, this will improve operations and queuing on the I-110 off-ramp approach, as well as on Davis Highway.
- Drop the inside southbound through lane on Davis Highway at the intersection with I-110 as a southbound left turn lane into the shopping center.

A conceptual design of these improvements is provided in **Figure 8.1**



Figure 8.1: Design Concept Roundabout







# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

## Two-Way Conversion Traffic Feasibility Study

### Southern Tie-in at Wright Street

Similar to the northern tie-in, improvement recommendations are provided for the southern end of the one-way pair at Wright Street with the proposed two-way conversion of MLK Drive and Davis Highway in place. The following improvements are recommended:

- To better align the northbound approach of Alcaniz Street at Wright Street for traffic continuing northbound on Alcaniz Street, reduce the footprint of the northbound approach to two southbound exiting through lanes, one northbound left turn lane, one northbound through lane, and one northbound right turn lane.
- Perform a full signal warrant analysis at the intersection of Alcaniz Street and Wright Street and signalize if warranted. Signalization may be warranted based on the review of the crash data at this intersection. Signalization can help to relieve the existing safety concerns due to the sight distance issue with the building located in the northeast corner of the intersection. Furthermore, if this intersection is signalized, coordination with the signal to the south at Gregory Street and possibly a shared controller should be considered given the close spacing.
- Provide a pedestrian refuge area in the northbound approach of Alcaniz Street at Wright Street in the channelized right turn median.
- To better accommodate pedestrians along Alcaniz Street, which experiences high volumes of pedestrians during special events at the Pensacola Civic Center and the Pensacola Grand Hotel, provide pedestrian and/or green space in remaining right of way.
- If it is desired to extend the proposed pedestrian enhancements along Alcaniz Street to the south, it is recommended to conduct additional analysis of Alcaniz Street. The analysis can extend along Alcaniz Street by the Pensacola Bay Center and to the south to determine if the existing six-lane section is necessary, or if a road diet can be implemented with the conversion of the extra right of way to pedestrian and/or green space. Similar to the previous recommendation, this could better serve the high volumes of pedestrian traffic experienced during special events.

A conceptual design of these improvements is provided in **Figure 8.2**



# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

## Two-Way Conversion Traffic Feasibility Study

Figure 8.2: Design Concept Alcaniz Street / Wright Street





# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

## Two-Way Conversion Traffic Feasibility Study

### Cervantes Street at MLK Drive and Davis Highway

With the two-way conversion in place on MLK Drive and Davis Highway, the following improvements are recommended:

- Provide an eastbound left turn lane on Cervantes Street at the intersection of Cervantes Street and MLK Drive/Alcaniz Street.
- Provide a westbound left turn lane on Cervantes Street at the intersection of Cervantes Street and Davis Highway.

A conceptual design of these improvements is provided in **Figure 8.3**

### Texar Drive at MLK Drive and Davis Highway

The following improvements are recommended with MLK Drive and Davis Highway converted to two-way travel:

- Provide an eastbound left turn lane on Texar Drive at the intersection of Texar Drive and MLK Drive.
- Provide a westbound left turn lane on Texar Drive at the intersection of Texar Drive and Davis Highway.
- The model results indicate queuing on the southbound approach of Davis Highway at Texar Drive. The addition of a southbound turn lane on Davis Highway could be considered at this intersection; however, this may involve right of way and driveway impacts.

A conceptual design of these improvements is provided in **Figure 8.4**



Figure 8.3: Design Concept Cervantes Street





Figure 8.4: Design Concept Texar Drive





# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

## Two-Way Conversion Traffic Feasibility Study

### Magee Field

Based on field coordination with the President of the East Pensacola Student Athlete Program, and the City of Pensacola (January 2020), there are safety concerns for pedestrians crossing MLK Drive and Davis Highway at Magee Field. The following improvements are recommended to enhance the safety of pedestrians and bicyclists and are depicted in **Figure 8.5**:

- Install Advisory Speed Plaques (MUTCD W13-1P) for 25 mph on both Davis Highway and MLK Drive approaching Magee Field: at Bobe Street for northbound traffic and at Scott Street for southbound traffic.
- Provide six (6) raised crosswalks at the following locations:
  - MLK Drive at Scott Street (south side)
  - MLK Drive at existing midblock crossing
  - MLK Drive at Bobe Street (north side)
  - Davis Highway at Scott Street (south side)
  - Davis Highway at Young Street (south side)
  - Davis Highway at Bobe Street (north side)
- Perform all-way stop control analysis at Davis Highway and E Scott Street.
- Further study for pedestrian and bicycle connections and improvements to/from Magee Field to the existing practice fields under I-110, and to Hollice T Williams Park under I-110, which is planned for upgrades, including a proposed urban greenway.

**Figure 8.5: Magee Field Improvements**





### Corridor-Wide

- With the two-way conversion in place and to enhance the safety along both corridors, it is recommended to post the speed limit of both corridors at 30 mph within the study area. Currently, the posted speed limit on Alcaniz Street (Wright Street to Cervantes Street) is 30 mph, and 35 mph on MLK Drive (Cervantes Street to the I-110 ramps) and Davis Highway. The posted speed limit and other design elements will be determined during the design phase.
- Provide signal modification at signalized intersections to accommodate two-way conversion.
- Enhanced lighting, such as LED, should be added throughout the corridor, especially at the crosswalks. Crash history indicated that 20% of crashes occurred in dark conditions.
- Sidewalks should be provided on both sides of the road and existing sidewalk gaps should be completed from E Leonard Street to Texar Drive on Davis Highway (shown in **Figure 8.6**).

**Figure 8.6: Sidewalk Gap on Davis Highway South of Anderson Street**



- Bicycle lanes are not proposed at the recommendation of the City of Pensacola to emphasize the prioritized need for on-street parking, and to not acquire additional right-of-way.
- The southbound right turn lane at MLK Drive/Alcaniz Street at Cervantes Street and at MLK Drive at Maxwell Street could be considered for removal in place for additional green space or pedestrian space.
- Countermeasures (such as signal backplates and advanced signal warning signage) should be considered at the following intersections to increase the signal visibility and awareness:
  - MLK Drive at Maxwell Street
  - Davis Highway at Blount Street
  - MLK Drive and Texar Drive

# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

## Two-Way Conversion Traffic Feasibility Study

- Davis Highway and Texar Drive
- Fairfield Drive/Davis Highway
- Review and improve possible sight distance issues due to trees, landscaping, or buildings at the intersections, including:
  - Davis Highway and Cross Street
  - Davis Highway and Jordan Street
  - Davis Highway and De Soto Street
  - Alcaniz Street and Wright Street (shown in **Figure 8.7**)

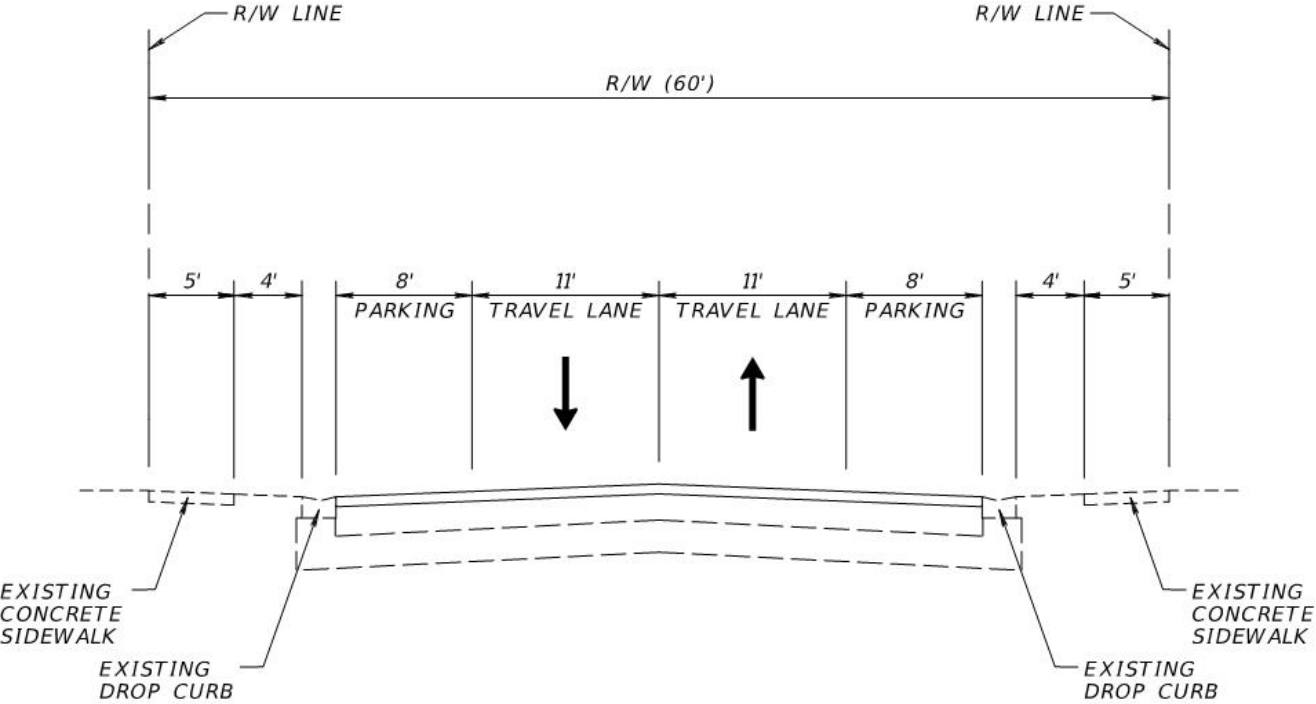
**Figure 8.7: Alcaniz Street at Wright Street – North Approach Facing South**



- Provide improved stop sign conspicuity and awareness at unsignalized intersections along the corridor, including Davis Highway and Maxwell Street.
- If the two-way conversion is not implemented along Davis Highway and MLK Drive, it is recommended to provide additional signage to indicate the one-way flow and discourage wrong-way travel. The safety improvements previously discussed should also be implemented.
- Improvements should be consistent with the Urban Core Community Redevelopment Area Plan, as appropriate.

The estimated cost for this project is \$7.9 million utilizing the FDOT LRE system and standards. Detailed cost estimate information can be found in **Appendix F**. Typical sections are provided in **Figure 8.8** and **Figure 8.9**. Renderings for these two typical sections are illustrated in **Figure 8.10** and **Figure 8.11** respectively.

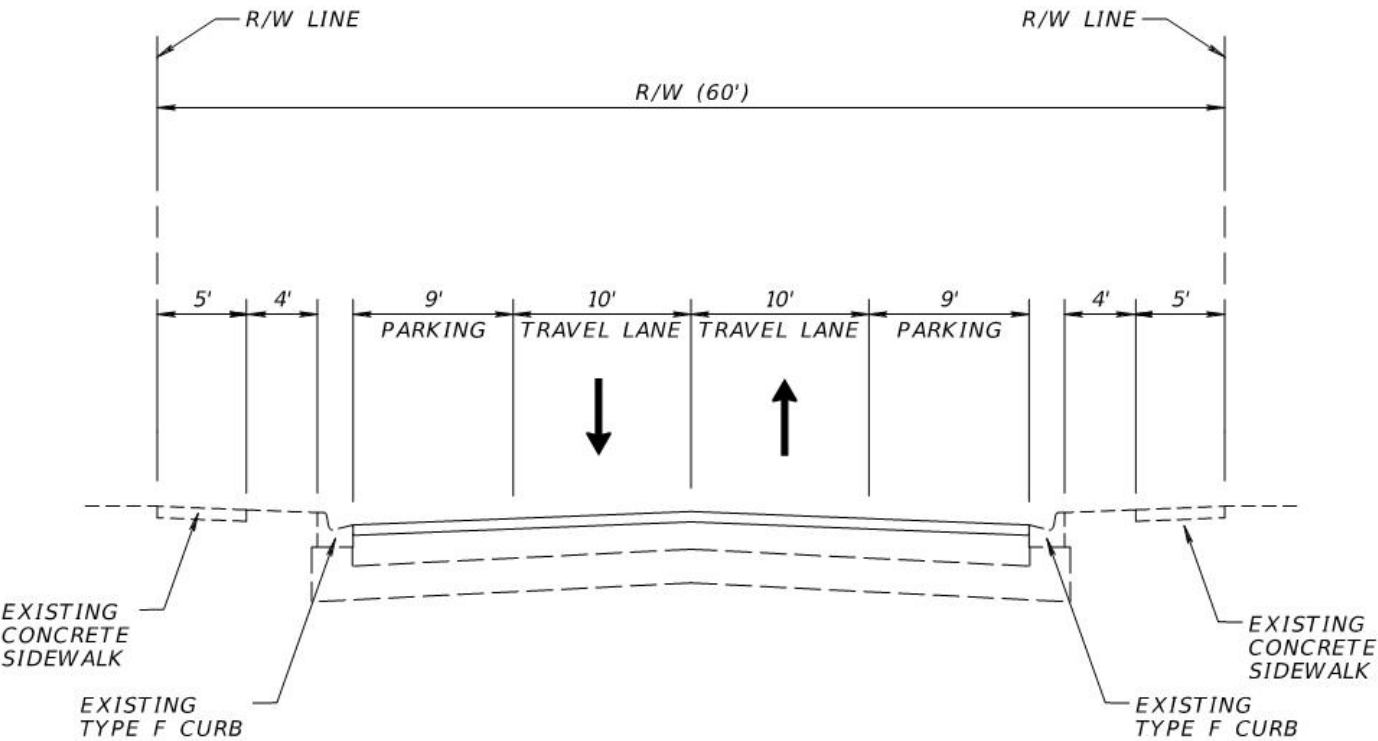
Figure 8.8: Typical section of MLK Drive (North of Cervantes Street)



TYPICAL SECTION  
DR. MARTIN LUTHER KING JR. DRIVE  
NORTH OF CERVANTES ROAD



Figure 8.9: Typical section of MLK Drive (South of Cervantes Street)



TYPICAL SECTION  
DR. MARTIN LUTHER KING JR. DRIVE  
SOUTH OF CERVANTES ROAD

Figure 8.10: Rendering MLK Drive (North of Cervantes)

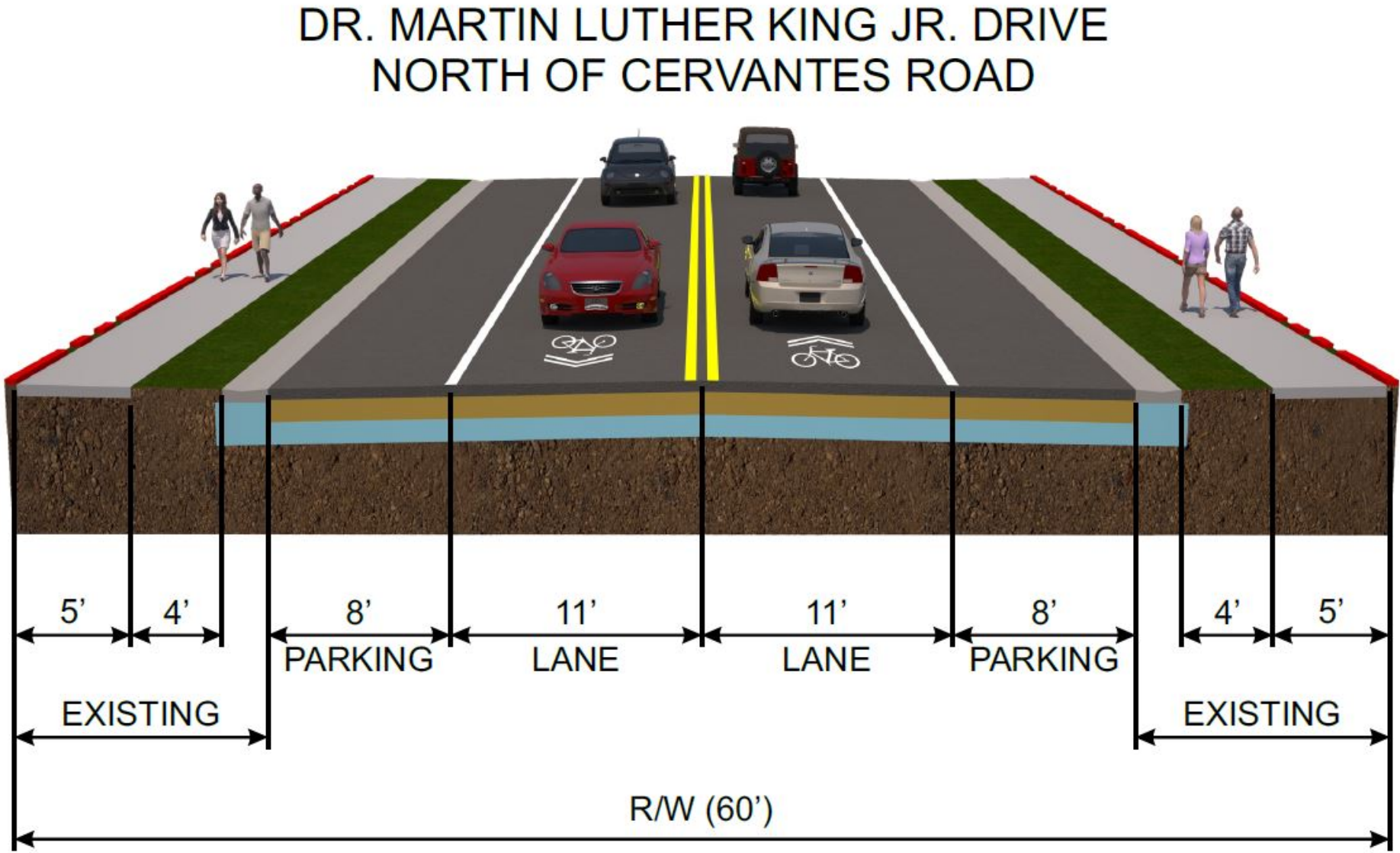
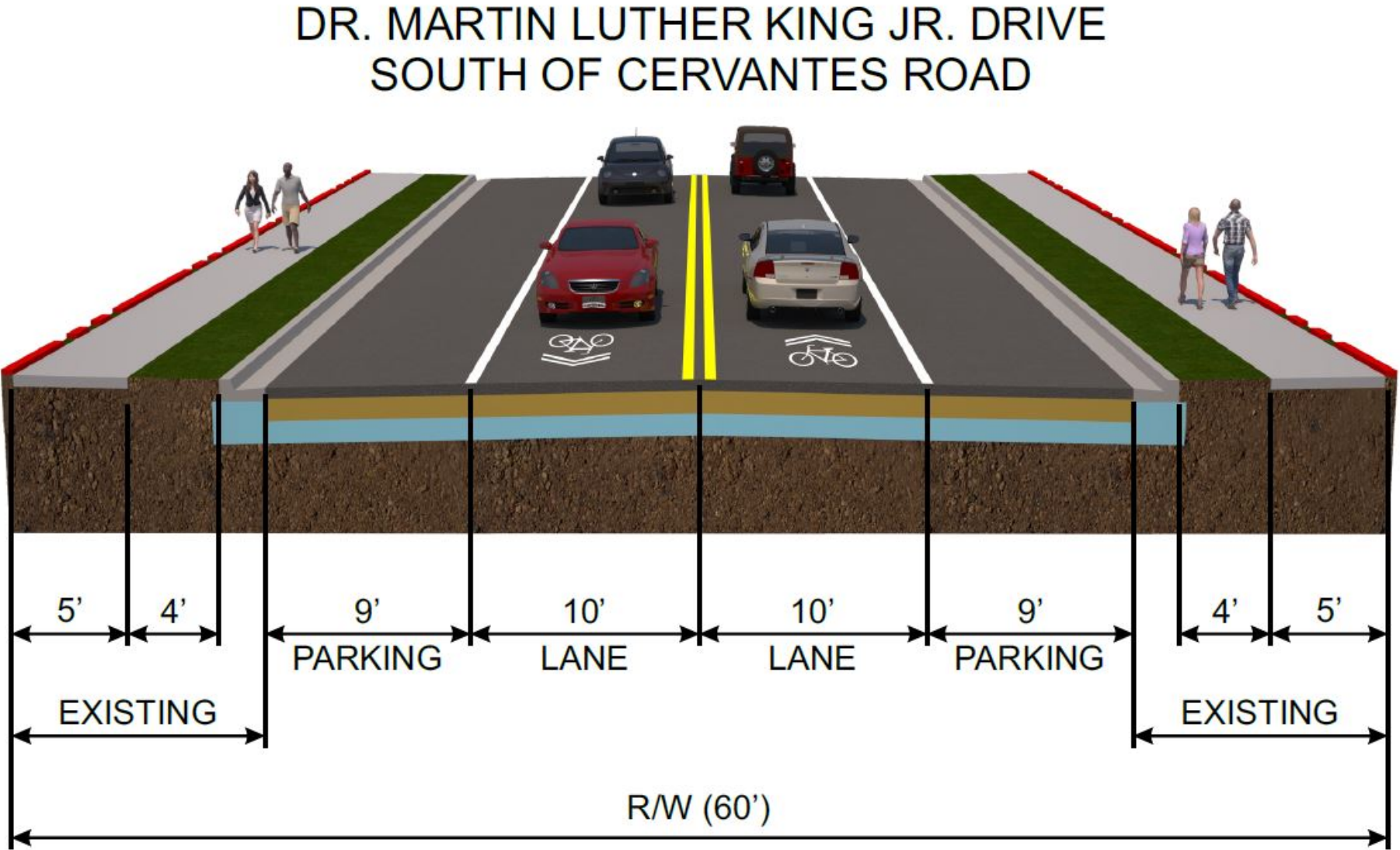


Figure 8.11: Rendering MLK Drive (South of Cervantes)





## 9.0 Conclusion

This Traffic Feasibility Study was conducted based on the need as identified by FDOT District 3 at the request of Councilwoman Hill (City of Pensacola Council District 6). Davis Highway and MLK Drive were assessed for potential traffic impacts of converting the corridors to two-way travel. Preliminary conceptual designs of the recommended improvements were also developed as a part of this study.

There were 639 reported crashes along both corridors from 2014 to 2018. These crashes resulted in zero (0) fatalities within five years, 12 incapacitating injuries, 79 non-incapacitating injuries, and 153 possible injuries. There were eight (8) collisions involving pedestrians and four (4) involving bicyclists. The most common crash type reported was angle collisions with 156 crashes and approximately 24% of the total crashes. There was also 134 (21%) rear-end crashes, 68 (11%) sideswipe crashes, 54 (9%) off road crashes.

The traffic operations of the No Build Condition (two one-way pair) were compared to the Build Condition (two-way traffic). Under the Build Condition, all of the intersections are expected to operate at LOS D or better for both the AM and PM peak hours in the future year (2045). The Build Condition analysis results indicate that the overall facility is expected to operate at LOS D or better. The model results indicate no significant queuing in the AM or PM peak hour for Build conditions compared to the No Build condition.

Generalized Service Volume Tables (GSVT), found in the *FDOT Quality/LOS Handbook 2013*, were used to perform corridor capacity checks for MLK Drive and Davis Highway. The existing year (2019) and future year (2045) No Build and Build volumes were compared to the LOS D service volumes found in the GSVTs to assess the corridors' capacities. Analysis results show that both the MLK Drive and Davis Highway corridors are expected to operate well below the service volume for both the Build and No Build conditions.

Several improvements along both corridors were identified. These include a roundabout at the northern end at Hart Drive to combine the two roadways into Davis Highway to the north, signalization and reduced footprint of Alcaniz Street at Wright Street at the southern end to improve alignment and safety, turn lanes on Cervantes Street and Texar Drive, pedestrian safety improvements at Magee Field, improved lighting and sidewalks corridor-wide, and a reduced speed limit of 30 mph.

The estimated cost for this project is \$7.9 million utilizing the FDOT LRE system and standards.

The final recommendation/s will be provided by the FL-AL TPO.



## 10.0 Appendices



## Appendix A: Approved Methodology



# Methodology Memorandum

Davis Highway and Dr. Martin  
Luther King Jr. Drive/Alcaniz  
Street Two-Way Conversion  
Traffic Feasibility Study

City of Pensacola & Escambia County

Draft - November 2019



## 1. Introduction

At the request of Councilwoman Hill (City of Pensacola Council District 6), the Florida Department of Transportation (FDOT) District 3, has initiated a traffic feasibility study to determine if it is possible to return Davis Highway and Dr. Martin Luther King Jr. Drive (MLK Drive) / Alcaniz Street (SR 291) to two-way flow. Currently, SR 291 is configured as two one-way pairs along Davis Highway (northbound), and MLK Drive (southbound) between SR 295 (Fairfield Drive) and E. Wright Street, a distance of approximately 2.2 miles. South of US 90 (Cervantes Street), MLK Drive becomes Alcaniz Street. The limits of the study are from Wright Street to the south, to SR 295 (Fairfield Drive) to the north and includes the I-110 ramp south of Fairfield Drive. **Figure 1** depicts the project location.

FDOT proposes to complete the feasibility study through the Emerald Coast Regional Council (ECRC) as staff to the Florida-Alabama Transportation Planning Organization (FL-AL TPO) utilizing HDR Engineering, Inc. as the General Planning Consultant.

FDOT, ECRC, and HDR met with the City of Pensacola on June 28, 2019 to develop an understanding of the requested study. The study is needed for general safety improvements, and to restore the neighborhood roadway network grid in the Eastside Community Redevelopment Area (see **Figure 2**).

The City of Pensacola Eastside Neighborhood Plan (January 2004) contains an Action Plan with the following goal, strategy, and action:

### **Section 5.2** Neighborhood Infrastructure

**Goal:** Improve public infrastructure to encourage continued revitalization of the Eastside Neighborhood.

**Strategy:** Enhance the function and appearance of major transportation corridors in the Neighborhood.

**Action:** Explore possibility of returning Dr. Martin Luther King Jr. Drive and Davis Highway to two-way collector level streets.

The City of Pensacola Eastside Redevelopment Board met on Tuesday, July 9, 2019 to discuss the project with the Helen Gibson (CRA Administrator), and Councilwoman Hill (Council District 6) as Chair of the Eastside Redevelopment Board. The Board passed a motion of support for the need for the study.



Figure 1: Study Area, County Commission and City Council

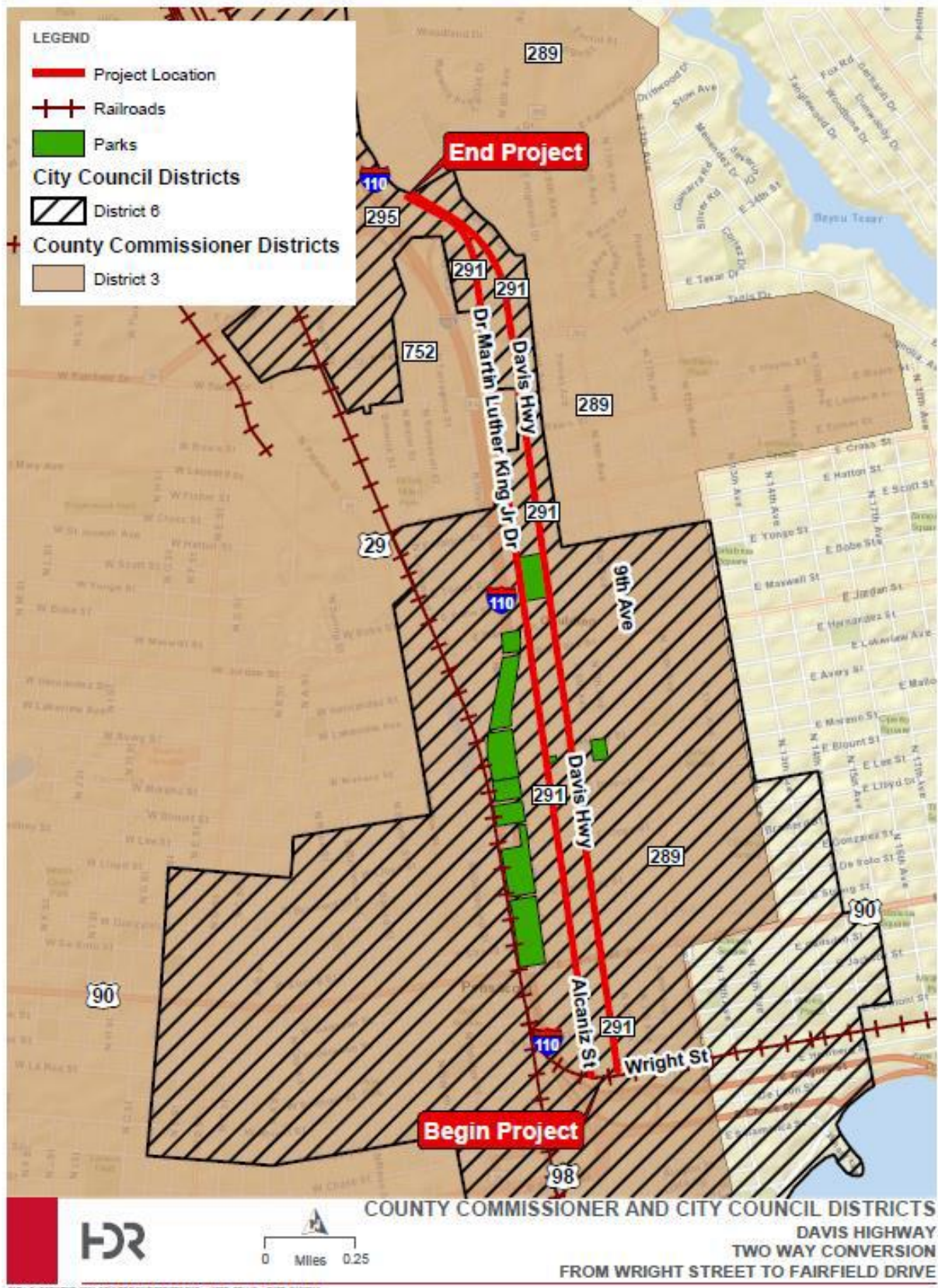
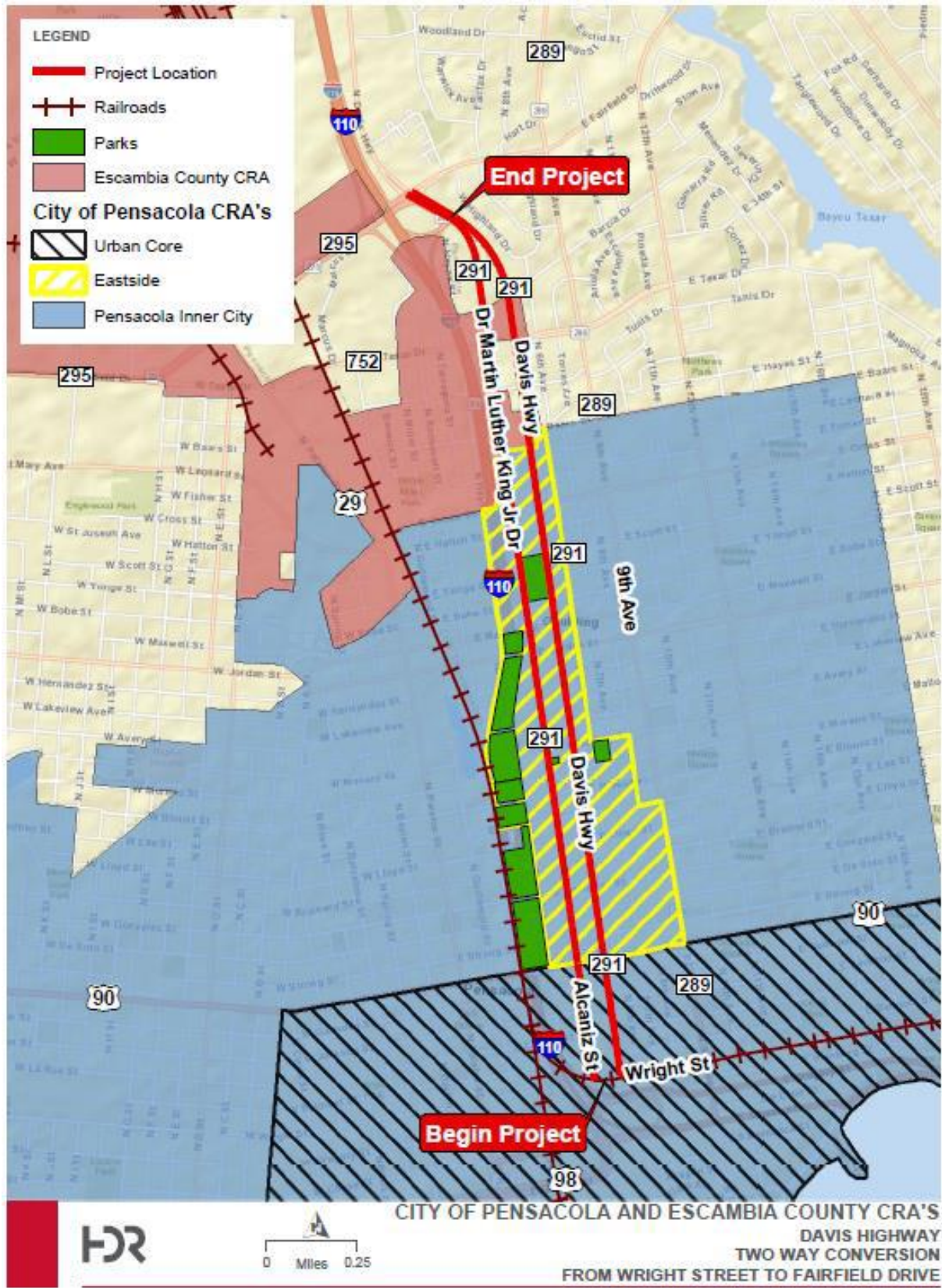




Figure 2: Study Area, Community Redevelopment Agency Areas



## 2. Study Area

The Two-Way Conversion Traffic Feasibility Study on Davis Highway and Dr. Martin Luther King, Jr. Drive/Alcaniz Street extends from Gregory Street to Fairfield Drive. The following study intersections are included in this analysis (depicted in **Figure 3**):

- |  |  |
|--|--|
| 1. Alcaniz Street and Gregory Street             | 13. Davis Highway and Wright Street              |
| 2. Alcaniz Street and Wright Street              | 14. Davis Highway and Cervantes Street           |
| 3. MLK Drive/Alcaniz Street and Cervantes Street | 15. Davis Highway and Blount Street              |
| 4. Cervantes Street and Haynes Street            | 16. Davis Highway and Jordan Street              |
| 5. MLK Drive and Blount Street                   | 17. Davis Highway and Maxwell Street             |
| 6. MLK Drive and Jordan Street                   | 18. Davis Highway and Cross Street               |
| 7. Jordan Street and Hayne Street                | 19. Davis Highway and Texar Drive                |
| 8. MLK Drive and Maxwell Street                  | 20. Davis Highway and Hart Drive                 |
| 9. Maxwell Street and Hayne Street               | 21. Davis Highway and I-110 On/Off Ramp          |
| 10. MLK Drive and Cross St                       | 22. Davis Highway and Fairfield Drive            |
| 11. MLK Drive and Texar Drive                    | 23. NB to SB U-turn location south of Hart Drive |
| 12. MLK Drive and Hart Drive                     |  |

## 3. Data Collection

Data will be collected from various sources such as FDOT and field-collected data, as discussed further below.

### 3.1. Traffic Volumes

Traffic and turning movement counts will be collected along the corridor for the AM (7:00-9:00am) and PM (4:00-6:00 pm) peak hours at the following study intersections:

- |  |   |
|--|---|
| 1. Alcaniz Street and Gregory Street             | 13. Davis Highway and Wright Street   |
| 2. Alcaniz Street and Wright Street              | 14. Davis Highway and Cervantes Street  |
| 3. MLK Drive/Alcaniz Street and Cervantes Street | 15. Davis Highway and Blount Street   |
| 4. Cervantes Street and Haynes Street            | 16. Davis Highway and Jordan Street   |
| 5. MLK Drive and Blount Street                   | 17. Davis Highway and Maxwell Street  |
| 6. MLK Drive and Jordan Street                   | 18. Davis Highway and Cross Street  |
| 7. Jordan Street and Hayne Street                | 19. Davis Highway and Texar Drive   |
| 8. MLK Drive and Maxwell Street                  | 20. Davis Highway and Hart Drive  |
| 9. Maxwell Street and Hayne Street               | 21. Davis Highway and I-110 On/Off Ramp                                       |
| 10. MLK Drive and Cross St                       | 22. Davis Highway and Fairfield Drive   |
| 11. MLK Drive and Texar Drive                    | 23. 24-hour pneumatic tube count NB to SB U-turn location south of Hart Drive |
| 12. MLK Drive and Hart Drive                     |   |

**Figure 3** shows the traffic count locations. Counts will include heavy vehicles, pedestrian and bicyclists categories.



**LEGEND**

● Traffic Count Locations

The map displays 23 numbered locations for traffic counts in Pensacola, Florida. The locations are distributed across the city, with a higher concentration in the central and northern areas. Major roads shown include I-10, I-90, US-90, and various local streets like E. Main St, W. Main St, and N. Main St. A legend in the top right corner identifies the red dots as 'Traffic Count Locations'. A scale bar in the bottom left corner indicates distances in miles (0 to 0.25).

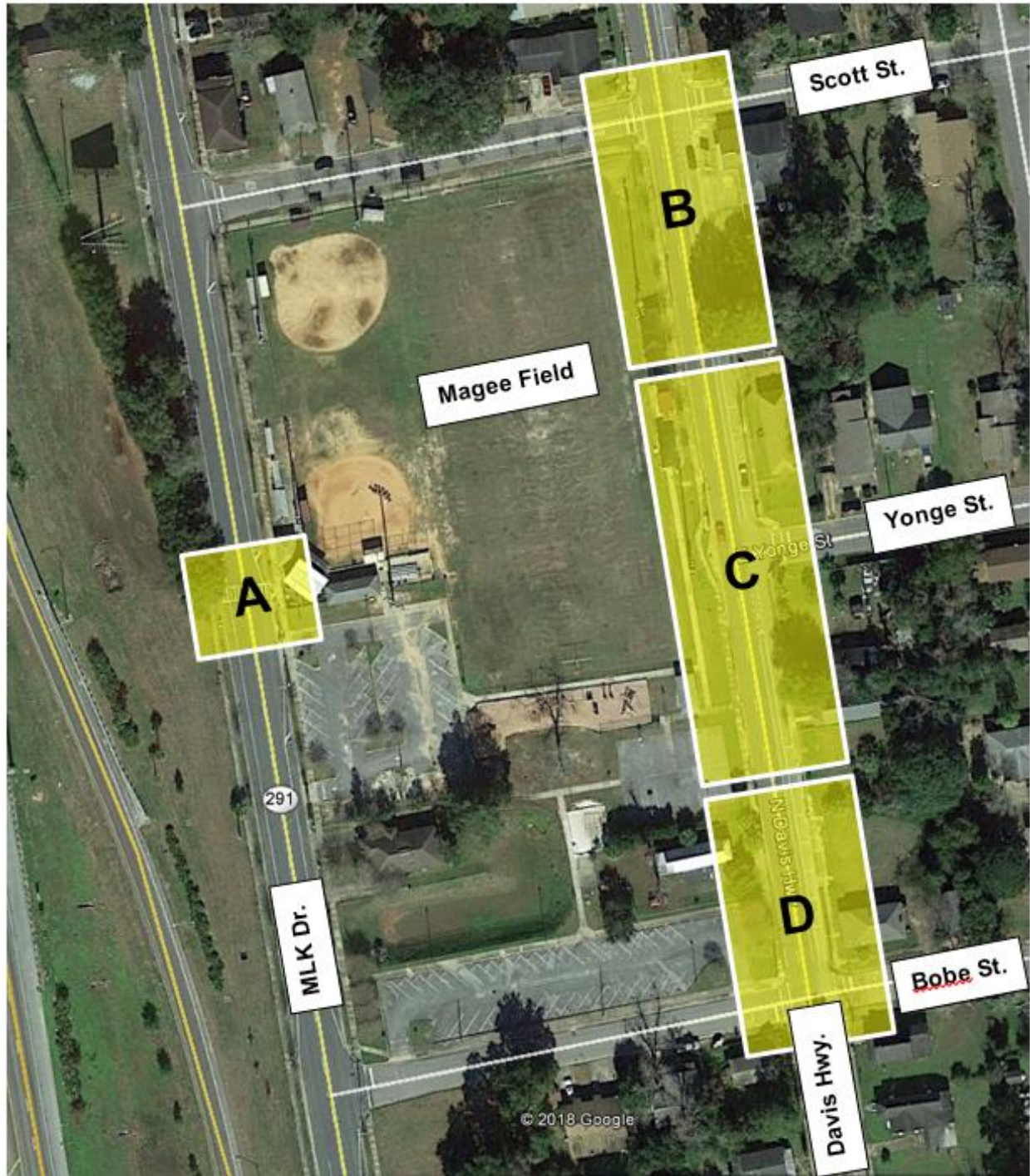
Pedestrian Counts will be collected on a game day Saturday for a 12-hour period 7:00am-7:00pm, at the following locations (depicted in **Figure 4**):

- A. Existing crosswalk on MLK Drive at Magee Field (pedestrians/bicycles crossing MLK Drive)
- B. Zone along Davis Highway from Scott Street to approximately 150 feet south (pedestrians/bicycles crossing Davis Highway)
- C. Zone along Davis Highway from approximately 150 feet north and south of Yonge Street (pedestrians/bicycles crossing Davis Highway)
- D. Zone along Davis Highway from Bobe Street to approximately 150 feet north (pedestrians/bicycles crossing Davis Highway)

Additional count data will be obtained from available sources such as FDOT Florida Traffic Online (FTO).



Figure 4: Pedestrian Count Locations



### 3.2. Signal Timing

Signal timing plans will be obtained from the City of Pensacola for existing conditions. All signals will be optimized and coordinated for future conditions while maintaining the existing signal systems.

### 3.3. Safety Data

Crash data will be obtained from FDOT Crash Analysis Reporting System (CARS) for the years 2014 to 2016 and Signal Four Analytics (SFA) for the years 2017 to 2018.

## 4. Analysis Years & Periods

The corridors will be analyzed for the following scenarios:

- Existing Year 2019
- Future Year 2045 No Build (One-way pair)
- Future Year 2045 Build (Two-way conversion)

Additional needed improvements will be identified in the Future Year 2045 Build condition scenario.

Analysis will be performed for the AM and PM peak hours, to be determined by the traffic counts.

## 5. Analysis Tools & Measures of Effectiveness

Synchro/SimTraffic software will be utilized for the analysis of the study intersections. Analysis results will include LOS, delay, and queuing.

In addition to intersection analysis, the FDOT generalized service volume tables (GSVT) will be utilized to assess the capacity for existing year and future year corridor analysis for both Davis Highway and MLK Drive. Traffic count data will be obtained from available sources such as FTO.

## 6. Existing Conditions

### 6.1. Existing Intersection Peak Hour Volume

The intersection volumes will be developed from traffic count data. The methodology for developing balanced existing peak hour traffic numbers is provided below.

- At each intersection, the AM and PM peak hour periods will be calculated.
- Each peak hour intersection traffic count will be seasonally adjusted for day of week and month of year using the seasonal factors from FDOT Florida Traffic Online.
- A global AM and PM peak hour will be determined for the entire study corridors based on the aggregation of peak hour traffic counts at each intersection within the study area.
- The Peak Hour Factor (PHF) is defined as the hourly volume during the analysis hour divided by the peak 15-min flow rate within the analysis hour. A global PHF for both the AM and PM peak periods will be calculated for the study area.



- Truck factors will be based on traffic data collection and other available data.
- Existing traffic counts will be balanced by adding and/or subtracting traffic numbers along the corridor if no other driveways or intersections are present between two adjacent study intersections. Balancing will avoid any unreasonable additions and subtractions by looking at existing driveways, major generators and attractions along the corridor.

## 6.2. Crash Analysis

HDR will review the five-year crash history for the corridor and summarize crash data by location, type, and severity. Crash “hot spots” and patterns will be identified.

# 7. Future Conditions

## 7.1. Growth Rate

Historical data, BEBR, NWFRPM data were reviewed to determine an appropriate growth rate for the study area.

### Historical Traffic Growth

A compounded annual growth was calculated from historic AADTs obtained from the 2018 FTO Web Application. As shown in **Table 1**, an average annual growth rate of -2.20% was observed for the study area. Additional information is attached.

**Table 1: Historical Traffic Growth**

Road	Count Location	Station ID	Trend Analysis Growth Rate (2018 to Design Year 2045)
Davis Highway	South of Fairfield Dr	485323	3.63%
	North of Texar Dr	484010	-1.73%
	North of Maxwell St	485047	-3.70%
	Between Maxwell and Jordan St	485234	-2.66%
	South of Cervantes St	485161	-4.00%
	North of Wright St	485292	-0.55%
	North of Lloyd St	485248	-4.53%
Martin Luther King JR Drive	North of Texar Dr	485308	-4.68%
	South of Texar Dr	484007	-5.24%
	Between Maxwell and Jordan St	485235	-5.82%
	North of Lloyd St	485247	-5.85%
Alcaniz St	South of Cervantes St	485028	-4.59%
	North of Wright St	485293	-3.90%
	South of Wright St	485030	-0.19%
	S of W D Childer's Plz	485177	-0.47%
Fairfield Drive	East of Palafox St	484019	0.15%
	West of I-110	485206	0.17%
Texar Drive	West of I-110	485284	-2.38%
Cross Street	East of Palafox St	485191	-2.81%
Maxwell Street	East of Davis Hwy	485137	1.13%
	West of Hayne St	485238	-2.01%
Jordan Street	West of I-110	485240	-0.67%
Blount Street	West of Tarragona St	485246	-2.58%
	West of MLK Dr	485245	-3.57%
Cervantes	West of Davis St	485006	-0.51%
Gregory Street	West of 9th Ave	485031	0.04%
<b>Average</b>			<b>-2.20%</b>

## Escambia County Population Projections

The Bureau of Economic and Business Research (BEBR) population projections were reviewed for Escambia County. Population growth projections are provided through year 2045 for three scenarios: low, medium, and high. As shown in **Table 2**, the low linear growth rate is 0.04% and the high linear growth rate is 1.23%.

**Table 2: BEBR - Escambia County Population Projections**

Estimation	2018 Estimate	2045 Projection	Annual Growth Rate, Persons / Year (%)	
			Linear average Growth Rate	Exponential average Growth Rate
Low	318,560	322,200	0.04%	0.04%
Medium		367,700	0.57%	0.53%
High		424,600	1.23%	1.07%

## NWFRPM Growth Rate

The Northwest Florida Regional Planning Model (NWFRPM) version 2.1 is the adopted model for the Emerald Coast Regional Council (ECRC). The NWFRPM regional model includes areas within the ECRC jurisdiction as well as Jackson, Calhoun, Gulf, Franklin, and Wakulla Counties. The adopted NWFRPM was validated for Base Year (2010) and Horizon Year (2040).

The Base Year 2010 model and Horizon Year 2040 Cost Feasible model were used to estimate model growth rates in the study area. **Table 3** below shows the results with an average model growth rate of -1.74%.

**Table 3: NWFRPM Growth Rates**

Road	Count Location	NWFRPM AADT		
		2010 Base Year Model	2040 Cost Feasible Model	2010/2040 Growth
Davis Highway	North of Farifields Dr	13528	6692	-2.32%
	North of I-110 Ramps	7283	3354	-2.55%
	North of Hart Dr	3340	1543	-2.54%
	North of Texar Dr	3622	1737	-2.42%
	North of Cross St	2770	685	-4.55%
	South of Cross St	3117	868	-4.17%
	North of Maxwell St	3066	757	-4.56%
	North of Jordan St	5091	2594	-2.22%
	South of Jordan St	3152	2187	-1.21%
	North of Blount	2925	2074	-1.14%
	South of Blount	3533	2922	-0.63%
	North of De Soto St	3526	2953	-0.59%
	North of Cervantes	3863	3215	-0.61%
	South of Cervantes	2124	1239	-1.78%
	North of Wright St	1550	782	-2.25%
Martin Luther King JR Drive	North of Hart Dr	3943	1811	-2.56%
	North of Texar Dr	4146	1950	-2.48%
	North of Cross St	2733	685	-4.51%
	South of Cross St	2909	767	-4.35%
	North of Maxwell St	2960	759	-4.44%
	North of Jordan St	1550	760	-2.35%
	South of Jordan St	5009	4285	-0.52%
	North of Blount	4732	4055	-0.51%
	South of Blount	4649	4506	-0.10%
	North of De Soto St	4562	4455	-0.08%
	North of Cervantes	4893	4713	-0.12%
Alcaniz Street	North of Wright St	1760	1085	-1.60%
	North of Gregory St	2921	2246	-0.87%
	South of Gregory St	7952	7316	-0.28%
Fairfield Drive	West of Davis Hwy	34860	30318	-0.46%
	East of Davis Hwy	25801	24507	-0.17%
Texar Drive	West of MLK Dr	16395	11045	-1.31%
	West of Davis Hwy	19517	12021	-1.60%
	East of Davis Hwy	21956	12756	-1.79%

**Table 3 (continued): NWFRPM Growth Rates**

Road	Count Location	NWFRPM AADT		
		2010 Base Year Model	2040 Cost Feasible Model	2010/2040 Growth
Cross Street	West of I-110	1599	732	-2.57%
	West of Davis Hwy	1416	514	-3.32%
	East of Davis Hwy	1450	444	-3.87%
Maxwell Street	West of MLK Dr	7888	4505	-1.85%
	West of Davis Hwy	6479	4507	-1.20%
	East of Davis Hwy	4454	2670	-1.69%
Jordan Street	West of MLK Dr	9195	6600	-1.10%
	West of Davis Hwy	5737	3075	-2.06%
	East of Davis Hwy	3795	2669	-1.17%
Blount Street	West of MLK Dr	2869	1449	-2.25%
	West of Davis Hwy	3380	1536	-2.59%
	East of Davis Hwy	3605	2148	-1.71%
Cervantes Street	West of MLK Dr	27296	29064	0.21%
	West of Davis Hwy	27183	29248	0.24%
	East of Davis Hwy	28681	30076	0.16%
Wright Street	West of MLK Dr	450	235	-2.14%
	West of Davis Hwy	2679	1655	-1.59%
	East of Davis Hwy	1128	873	-0.85%
Gregory Street	West of Alcaniz St	4624	3544	-0.88%
	East of Alcaniz St	8618	8660	0.02%
<b>Average</b>				-1.74%

### Growth Rate Recommendation

Historical traffic growth rates in the study area show a negative growth in traffic. The adopted NWFRPM shows that a negative growth rate is also anticipated from the Base Year 2010 to Horizon Year 2040. The BEBR population projections for Escambia County as a whole is 0.04% per year as a low estimation, and 1.23% as a high estimation.

Given the low to negative growth historically seen in the study area, and the low to negative growth projected for the future, an annual compounded growth rate of 0.5% is recommended to represent conservative growth in the area.

## 7.2. Future Intersection Peak Hour Volume

Future traffic volumes will be estimated using the compounded annual growth rate of 0.5% applied to existing traffic volumes. Traffic volumes will be balanced, as necessary, using the same approach previously discussed for existing conditions.

For future Build conditions with the two-way conversion in place, traffic volumes will be split between MLK Drive and Davis Highway, as appropriate. Future traffic volumes will be balanced and checked for reasonableness based on factors such as the recommended Build conceptual improvements.

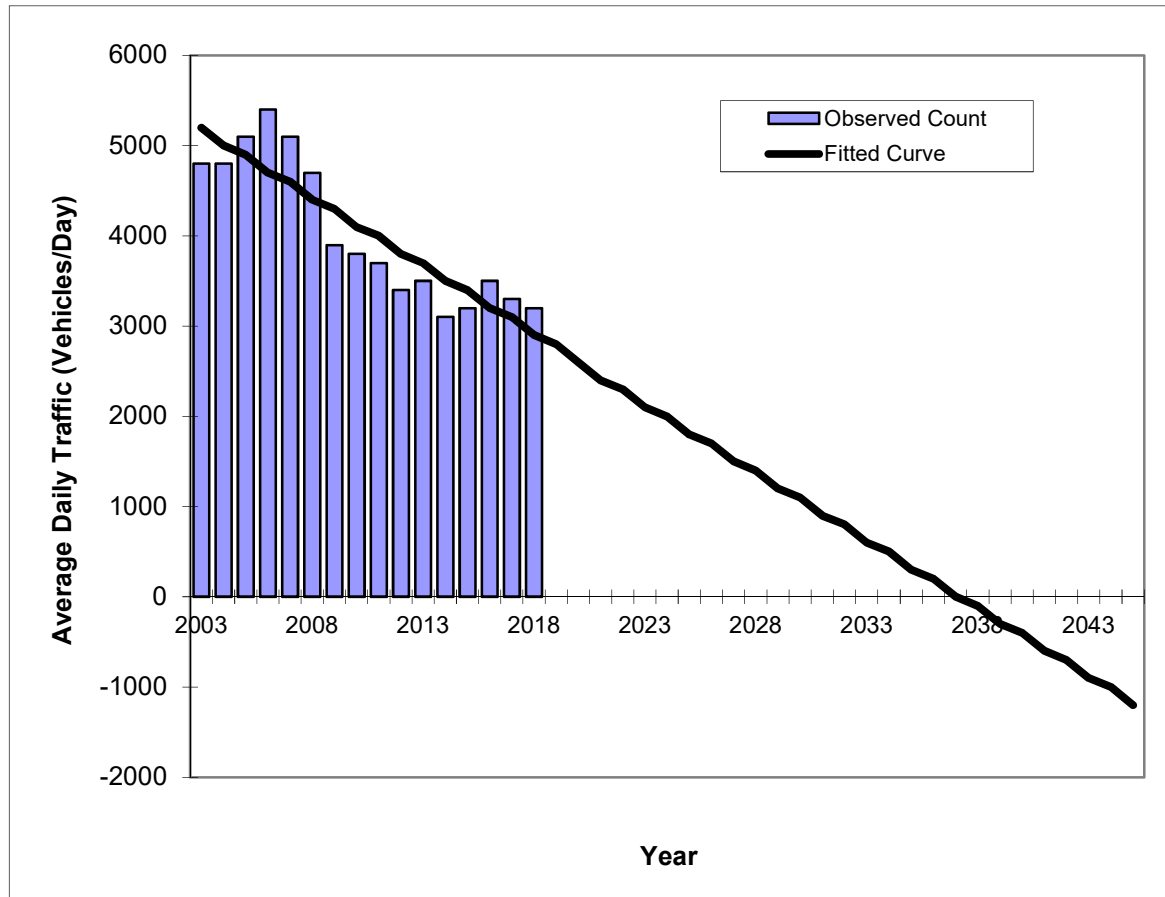


# Attachments

# **Traffic Trends - V03.a** **TEXAR DRIVE --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	484007
Highway:	TEXAR DRIVE



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2003	4800	5200
2004	4800	5000
2005	5100	4900
2006	5400	4700
2007	5100	4600
2008	4700	4400
2009	3900	4300
2010	3800	4100
2011	3700	4000
2012	3400	3800
2013	3500	3700
2014	3100	3500
2015	3200	3400
2016	3500	3200
2017	3300	3100
2018	3200	2900
2025 Opening Year Trend		
2025	N/A	1800
2035 Mid-Year Trend		
2035	N/A	300
2045 Design Year Trend		
2045	N/A	-1200
TRANPLAN Forecasts/Trends		

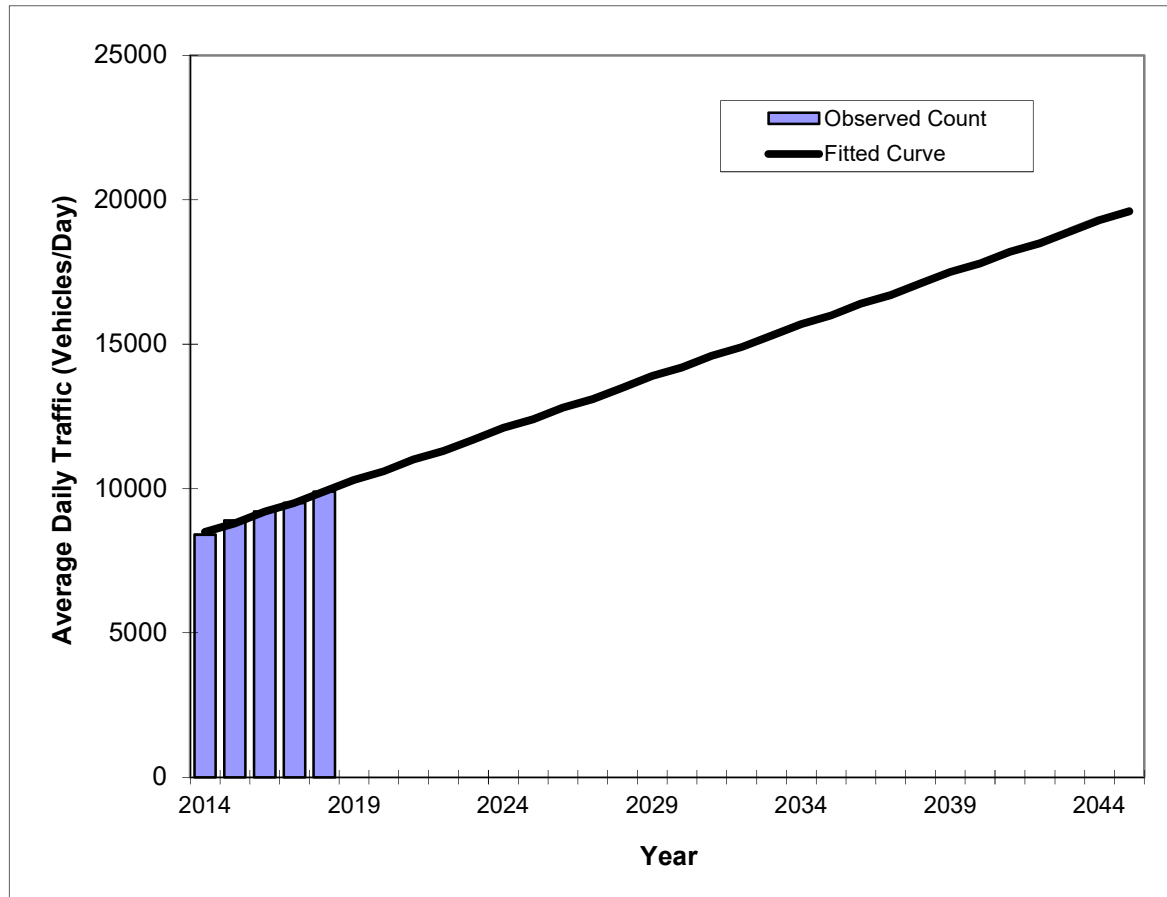
** Annual Trend Increase:	-151
Trend R-squared:	79.52%
Trend Annual Historic Growth Rate:	-2.95%
Trend Growth Rate (2018 to Design Year):	-5.24%
Printed:	29-Oct-19
Straight Line Growth Option	

\*Axle-Adjusted

# **Traffic Trends - V03.a** **FAIRFIELD DR --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	485323
Highway:	FAIRFIELD DR



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2014	8400	8500
2015	8900	8800
2016	9200	9200
2017	9500	9500
2018	9900	9900
2025 Opening Year Trend		
2025	N/A	12400
2035 Mid-Year Trend		
2035	N/A	16000
2045 Design Year Trend		
2045	N/A	19600
TRANPLAN Forecasts/Trends		

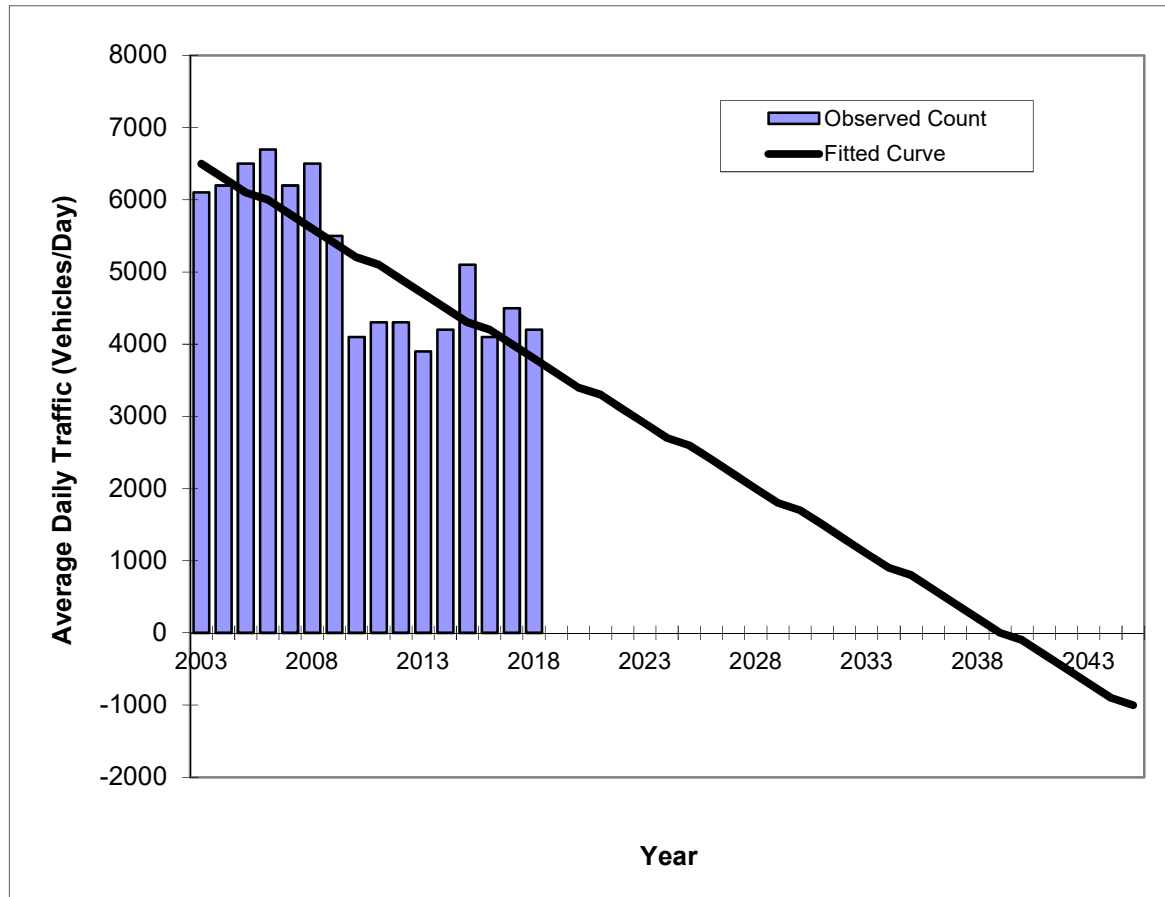
** Annual Trend Increase:	360
Trend R-squared:	99.08%
Trend Annual Historic Growth Rate:	4.12%
Trend Growth Rate (2018 to Design Year):	3.63%
Printed:	28-Oct-19
Straight Line Growth Option	

\*Axle-Adjusted

# **Traffic Trends - V03.a** **TEXAR DRIVE --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	485308
Highway:	TEXAR DRIVE



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2003	6100	6500
2004	6200	6300
2005	6500	6100
2006	6700	6000
2007	6200	5800
2008	6500	5600
2009	5500	5400
2010	4100	5200
2011	4300	5100
2012	4300	4900
2013	3900	4700
2014	4200	4500
2015	5100	4300
2016	4100	4200
2017	4500	4000
2018	4200	3800
2025 Opening Year Trend		
2025	N/A	2600
2035 Mid-Year Trend		
2035	N/A	800
2045 Design Year Trend		
2045	N/A	-1000
TRANPLAN Forecasts/Trends		

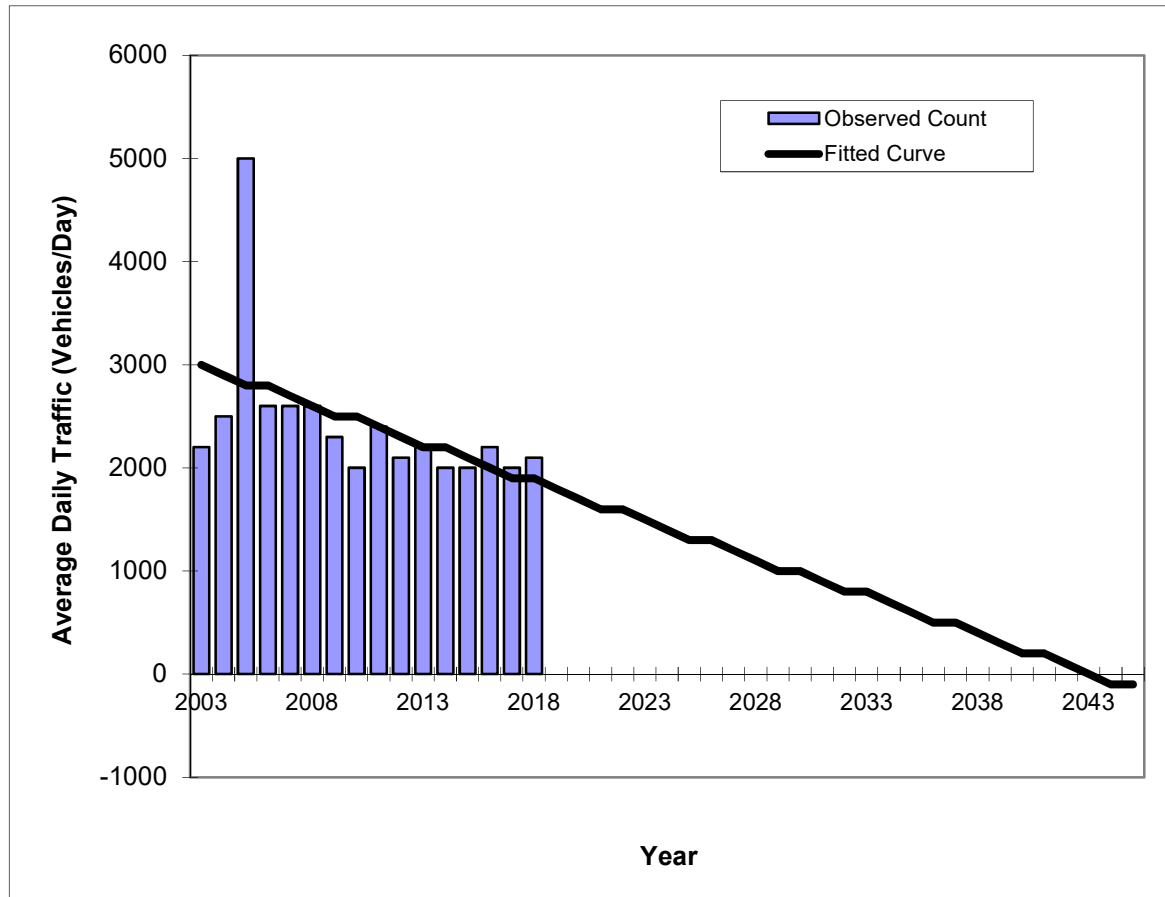
** Annual Trend Increase:	-179
Trend R-squared:	65.24%
Trend Annual Historic Growth Rate:	-2.77%
Trend Growth Rate (2018 to Design Year):	-4.68%
Printed:	29-Oct-19
Straight Line Growth Option	

\*Axle-Adjusted

# **Traffic Trends - V03.a** **WRIGHT ST --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	485293
Highway:	WRIGHT ST



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2003	2200	3000
2004	2500	2900
2005	5000	2800
2006	2600	2800
2007	2600	2700
2008	2600	2600
2009	2300	2500
2010	2000	2500
2011	2400	2400
2012	2100	2300
2013	2200	2200
2014	2000	2200
2015	2000	2100
2016	2200	2000
2017	2000	1900
2018	2100	1900
2025 Opening Year Trend		
2025	N/A	1300
2035 Mid-Year Trend		
2035	N/A	600
2045 Design Year Trend		
2045	N/A	-100
TRANPLAN Forecasts/Trends		

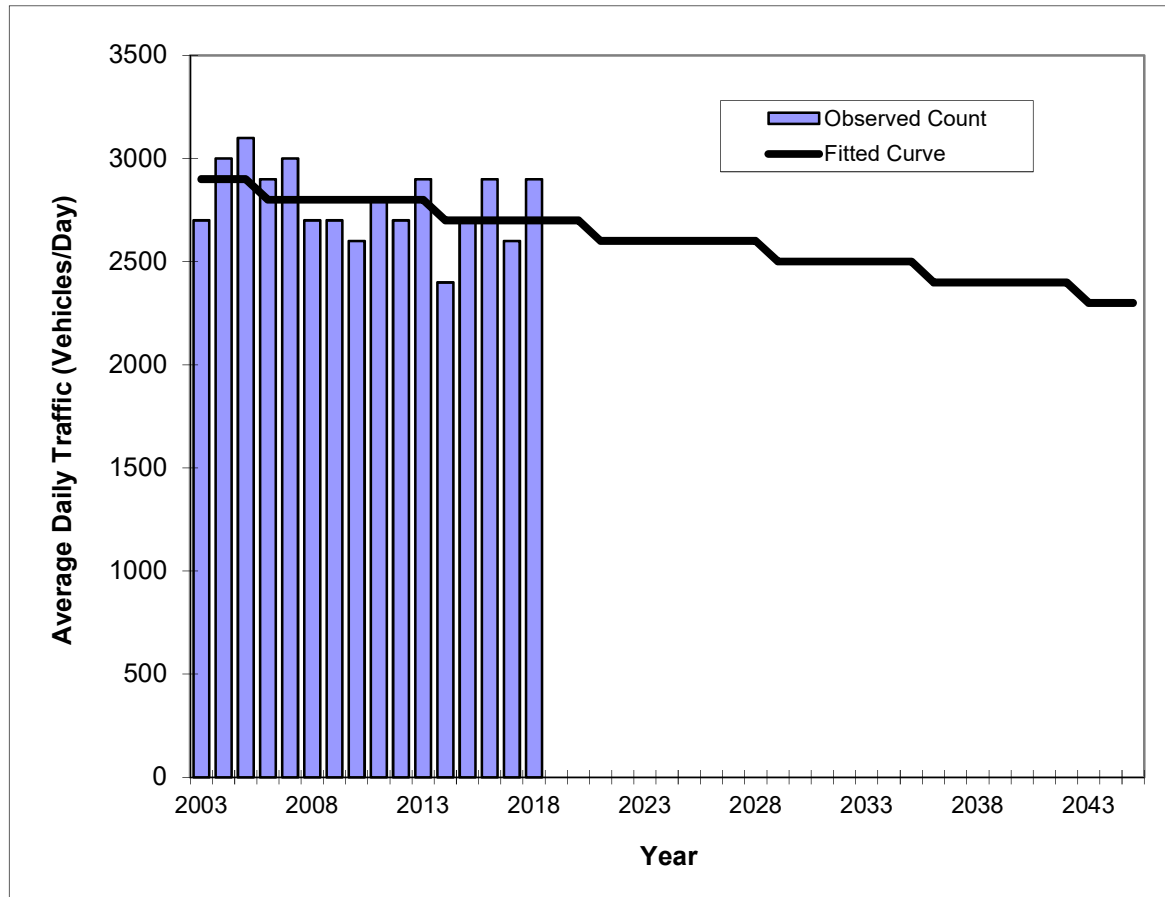
** Annual Trend Increase:	-74
Trend R-squared:	24.04%
Trend Annual Historic Growth Rate:	-2.44%
Trend Growth Rate (2018 to Design Year):	-3.90%
Printed:	29-Oct-19
Straight Line Growth Option	

\*Axle-Adjusted

# **Traffic Trends - V03.a** **DAVIS HWY --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	485292
Highway:	DAVIS HWY



Traffic (ADT/AADT)		
Year	Count*	Trend**
2003	2700	2900
2004	3000	2900
2005	3100	2900
2006	2900	2800
2007	3000	2800
2008	2700	2800
2009	2700	2800
2010	2600	2800
2011	2800	2800
2012	2700	2800
2013	2900	2800
2014	2400	2700
2015	2700	2700
2016	2900	2700
2017	2600	2700
2018	2900	2700
2025 Opening Year Trend		
2025	N/A	2600
2035 Mid-Year Trend		
2035	N/A	2500
2045 Design Year Trend		
2045	N/A	2300
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	-14
Trend R-squared:	12.51%
Trend Annual Historic Growth Rate:	-0.46%
Trend Growth Rate (2018 to Design Year):	-0.55%
Printed:	29-Oct-19
Straight Line Growth Option	

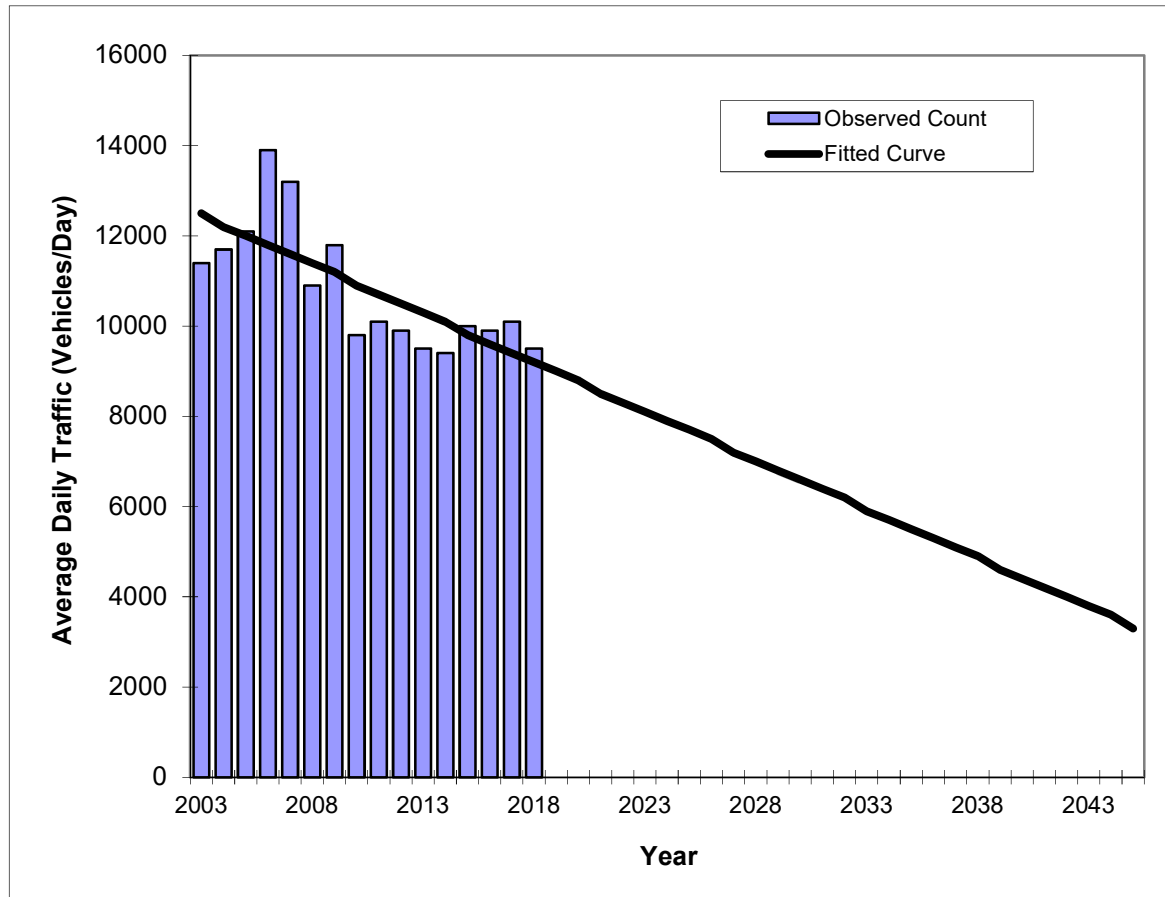
\*Axle-Adjusted



# **Traffic Trends - V03.a** **TEXAR DRIVE --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	485284
Highway:	TEXAR DRIVE



Traffic (ADT/AADT)		
Year	Count*	Trend**
2003	11400	12500
2004	11700	12200
2005	12100	12000
2006	13900	11800
2007	13200	11600
2008	10900	11400
2009	11800	11200
2010	9800	10900
2011	10100	10700
2012	9900	10500
2013	9500	10300
2014	9400	10100
2015	10000	9800
2016	9900	9600
2017	10100	9400
2018	9500	9200
2025 Opening Year Trend		
2025	N/A	7700
2035 Mid-Year Trend		
2035	N/A	5500
2045 Design Year Trend		
2045	N/A	3300
TRANPLAN Forecasts/Trends		

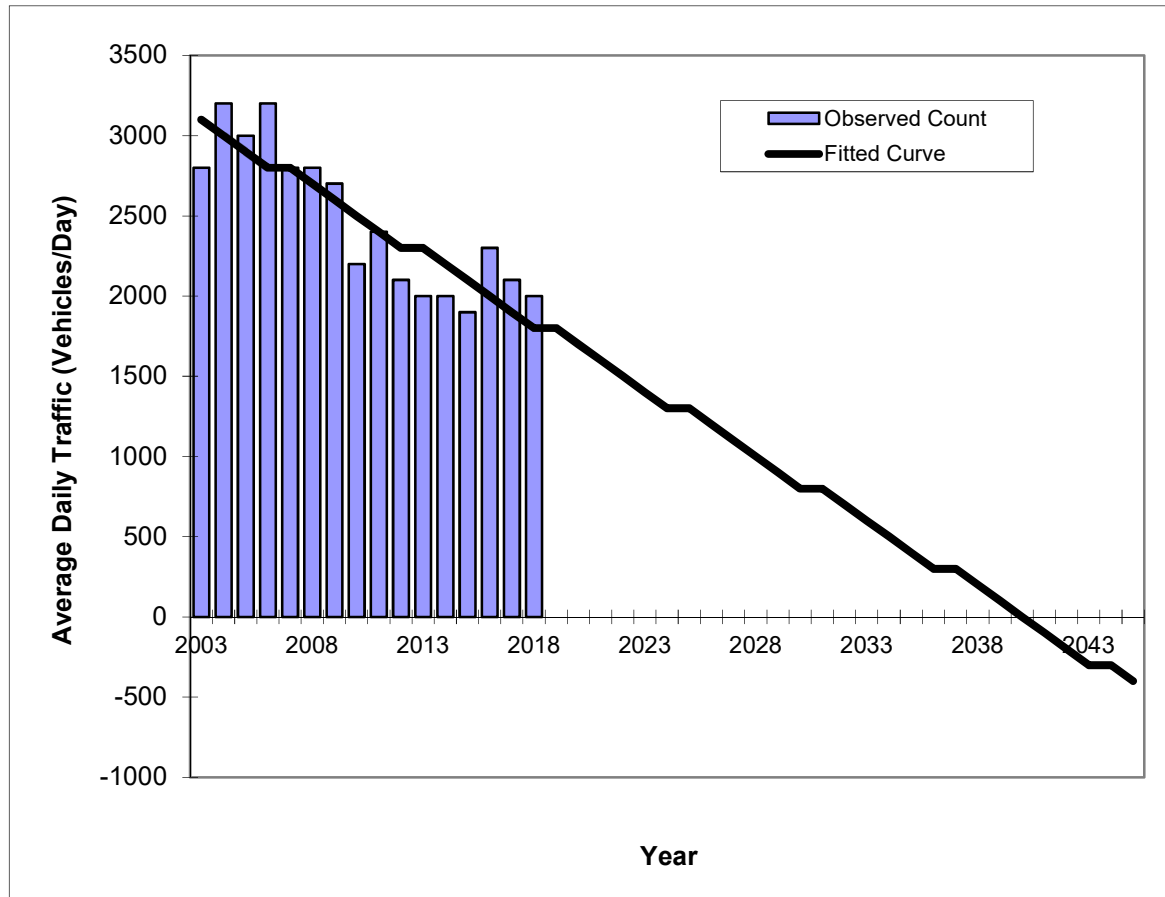
** Annual Trend Increase:	-217
Trend R-squared:	55.60%
Trend Annual Historic Growth Rate:	-1.76%
Trend Growth Rate (2018 to Design Year):	-2.38%
Printed:	29-Oct-19
Straight Line Growth Option	

\*Axle-Adjusted

# **Traffic Trends - V03.a** **DAVIS HWY --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	485248
Highway:	DAVIS HWY



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2003	2800	3100
2004	3200	3000
2005	3000	2900
2006	3200	2800
2007	2800	2800
2008	2800	2700
2009	2700	2600
2010	2200	2500
2011	2400	2400
2012	2100	2300
2013	2000	2300
2014	2000	2200
2015	1900	2100
2016	2300	2000
2017	2100	1900
2018	2000	1800
2025 Opening Year Trend		
2025	N/A	1300
2035 Mid-Year Trend		
2035	N/A	400
2045 Design Year Trend		
2045	N/A	-400
TRANPLAN Forecasts/Trends		

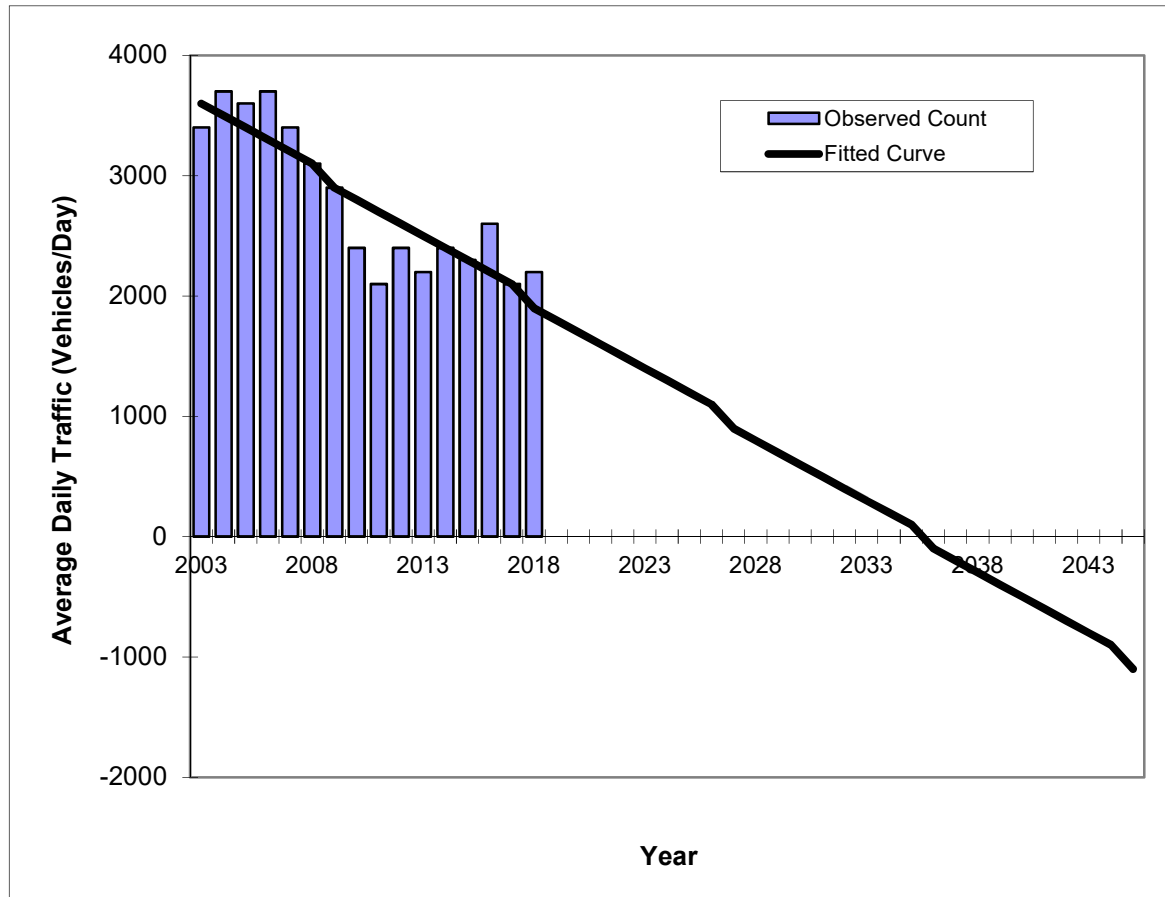
** Annual Trend Increase:	-84
Trend R-squared:	76.93%
Trend Annual Historic Growth Rate:	-2.80%
Trend Growth Rate (2018 to Design Year):	-4.53%
Printed:	29-Oct-19
Straight Line Growth Option	

\*Axle-Adjusted

# **Traffic Trends - V03.a** **MLK JR DR --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	485247
Highway:	MLK JR DR



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2003	3400	3600
2004	3700	3500
2005	3600	3400
2006	3700	3300
2007	3400	3200
2008	3100	3100
2009	2900	2900
2010	2400	2800
2011	2100	2700
2012	2400	2600
2013	2200	2500
2014	2400	2400
2015	2300	2300
2016	2600	2200
2017	2100	2100
2018	2200	1900
2025 Opening Year Trend		
2025	N/A	1200
2035 Mid-Year Trend		
2035	N/A	100
2045 Design Year Trend		
2045	N/A	-1100
TRANPLAN Forecasts/Trends		

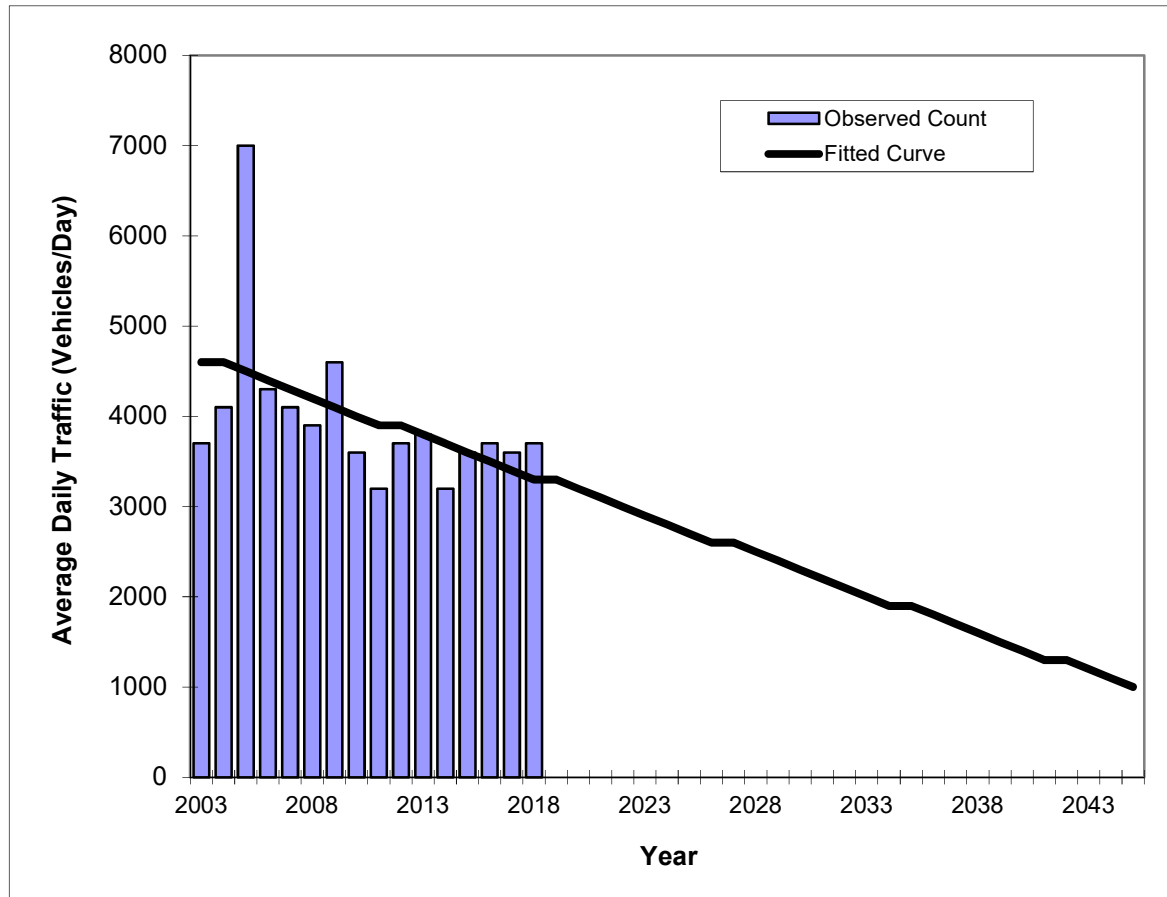
** Annual Trend Increase:	-111
Trend R-squared:	76.00%
Trend Annual Historic Growth Rate:	-3.15%
Trend Growth Rate (2018 to Design Year):	-5.85%
Printed:	29-Oct-19
<b>Straight Line Growth Option</b>	

\*Axle-Adjusted

# **Traffic Trends - V03.a** **BLOUNT ST --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	485246
Highway:	BLOUNT ST



Traffic (ADT/AADT)		
Year	Count*	Trend**
2003	3700	4600
2004	4100	4600
2005	7000	4500
2006	4300	4400
2007	4100	4300
2008	3900	4200
2009	4600	4100
2010	3600	4000
2011	3200	3900
2012	3700	3900
2013	3800	3800
2014	3200	3700
2015	3600	3600
2016	3700	3500
2017	3600	3400
2018	3700	3300
2025 Opening Year Trend		
2025	N/A	2700
2035 Mid-Year Trend		
2035	N/A	1900
2045 Design Year Trend		
2045	N/A	1000
TRANPLAN Forecasts/Trends		

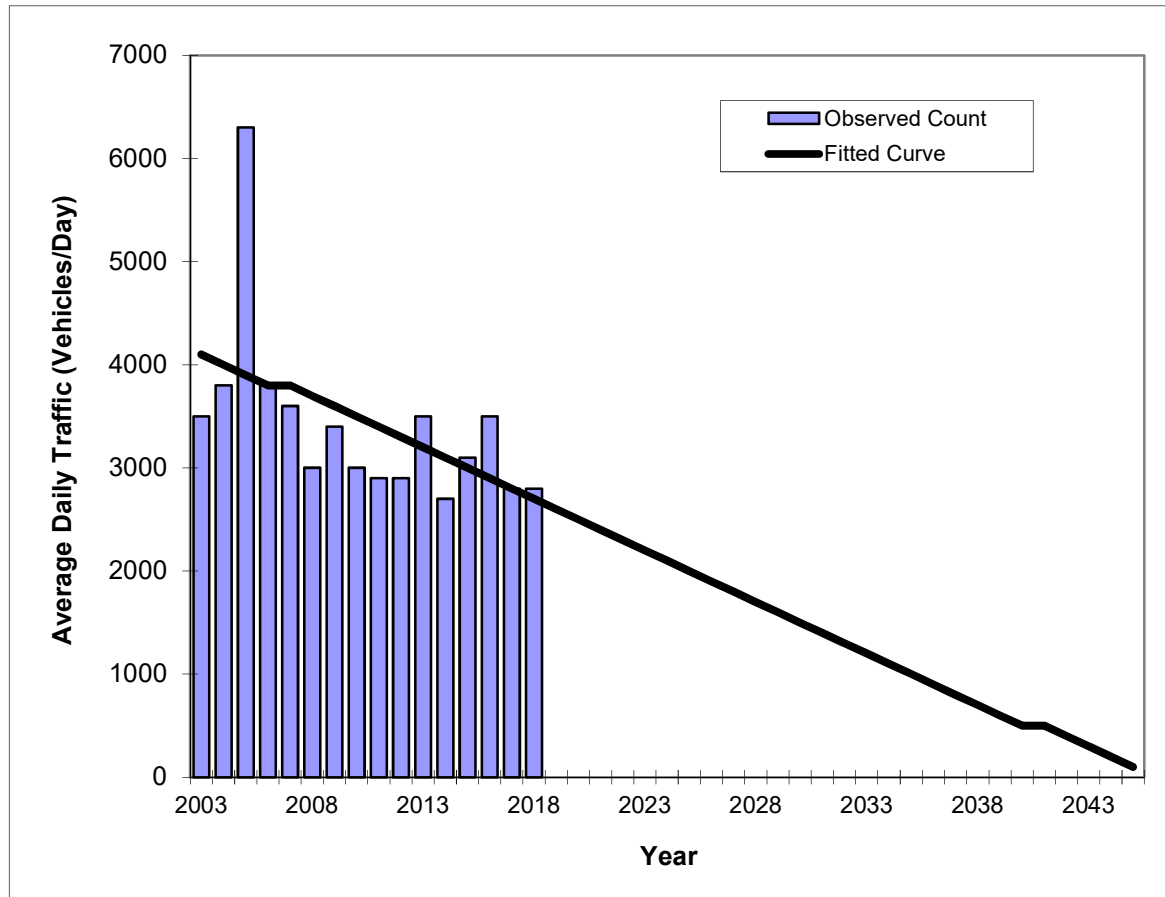
** Annual Trend Increase:	-87
Trend R-squared:	21.99%
Trend Annual Historic Growth Rate:	-1.88%
Trend Growth Rate (2018 to Design Year):	-2.58%
Printed:	29-Oct-19
Straight Line Growth Option	

\*Axle-Adjusted

# **Traffic Trends - V03.a** **BLOUNT ST --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	485245
Highway:	BLOUNT ST



Traffic (ADT/AADT)		
Year	Count*	Trend**
2003	3500	4100
2004	3800	4000
2005	6300	3900
2006	3800	3800
2007	3600	3800
2008	3000	3700
2009	3400	3600
2010	3000	3500
2011	2900	3400
2012	2900	3300
2013	3500	3200
2014	2700	3100
2015	3100	3000
2016	3500	2900
2017	2800	2800
2018	2800	2700
2025 Opening Year Trend		
2025	N/A	2000
2035 Mid-Year Trend		
2035	N/A	1000
2045 Design Year Trend		
2045	N/A	100
TRANPLAN Forecasts/Trends		

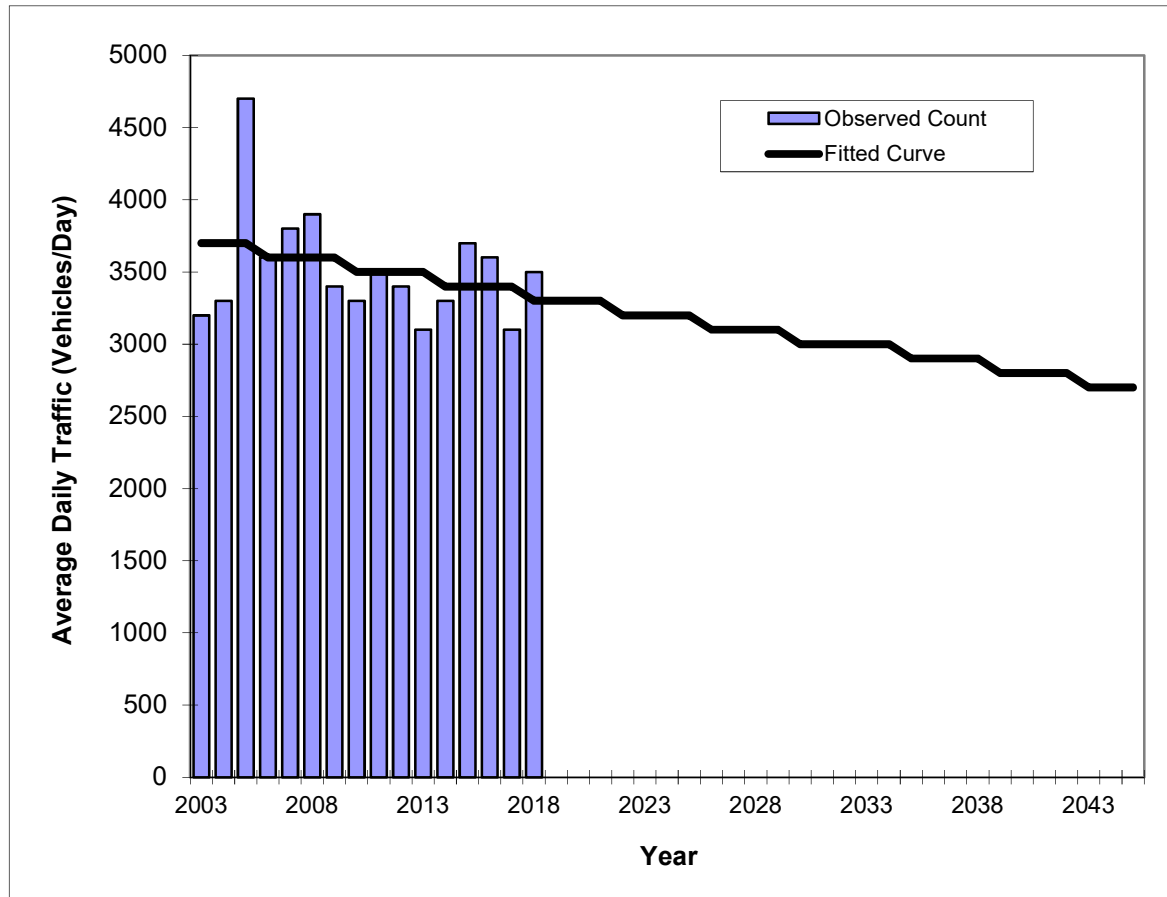
** Annual Trend Increase:	-97
Trend R-squared:	29.34%
Trend Annual Historic Growth Rate:	-2.28%
Trend Growth Rate (2018 to Design Year):	-3.57%
Printed:	29-Oct-19
Straight Line Growth Option	

\*Axle-Adjusted

# **Traffic Trends - V03.a** **JORDAN ST --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	485240
Highway:	JORDAN ST



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2003	3200	3700
2004	3300	3700
2005	4700	3700
2006	3600	3600
2007	3800	3600
2008	3900	3600
2009	3400	3600
2010	3300	3500
2011	3500	3500
2012	3400	3500
2013	3100	3500
2014	3300	3400
2015	3700	3400
2016	3600	3400
2017	3100	3400
2018	3500	3300
2025 Opening Year Trend		
2025	N/A	3200
2035 Mid-Year Trend		
2035	N/A	2900
2045 Design Year Trend		
2045	N/A	2700
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	-24
Trend R-squared:	8.85%
Trend Annual Historic Growth Rate:	-0.72%
Trend Growth Rate (2018 to Design Year):	-0.67%
Printed:	29-Oct-19
Straight Line Growth Option	

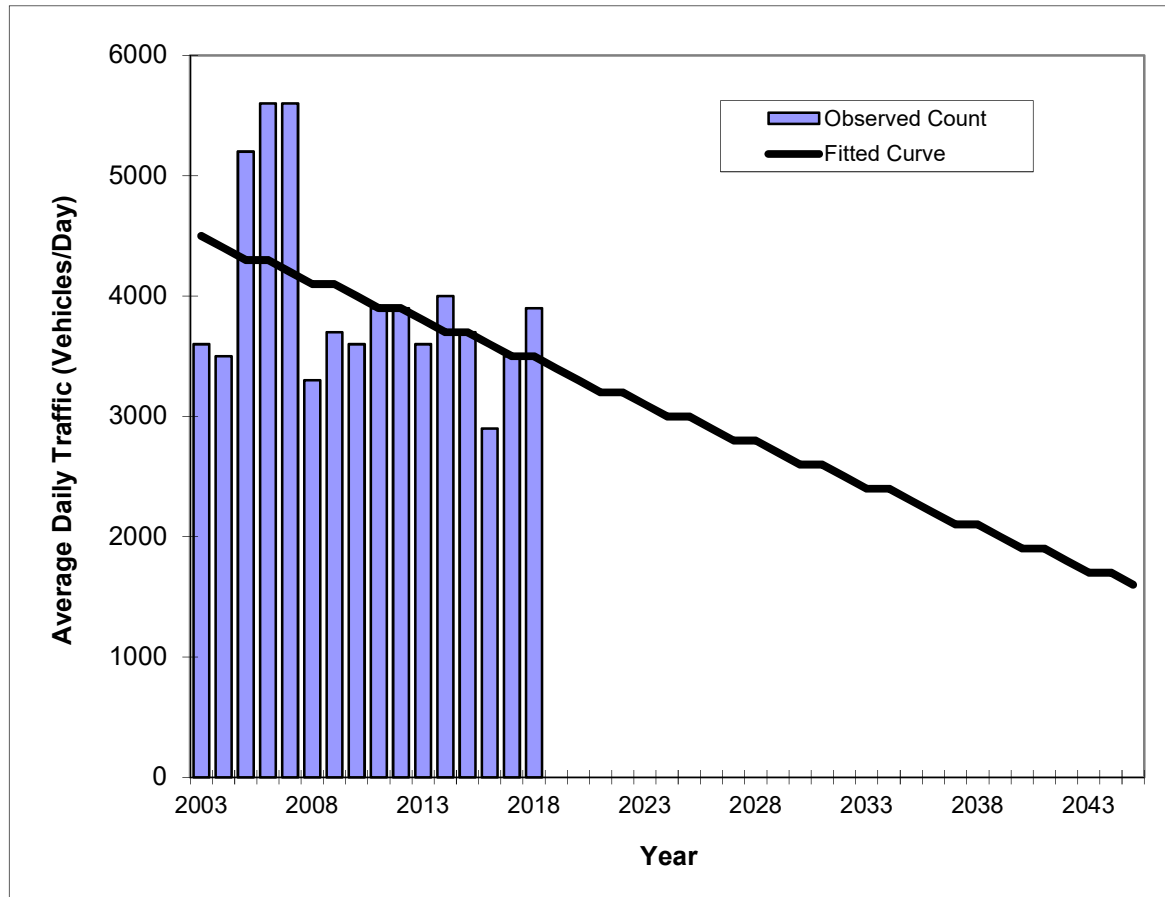
\*Axle-Adjusted



# **Traffic Trends - V03.a** **MAXWELL ST --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	485238
Highway:	MAXWELL ST



Traffic (ADT/AADT)		
Year	Count*	Trend**
2003	3600	4500
2004	3500	4400
2005	5200	4300
2006	5600	4300
2007	5600	4200
2008	3300	4100
2009	3700	4100
2010	3600	4000
2011	3900	3900
2012	3900	3900
2013	3600	3800
2014	4000	3700
2015	3700	3700
2016	2900	3600
2017	3500	3500
2018	3900	3500
2025 Opening Year Trend		
2025	N/A	3000
2035 Mid-Year Trend		
2035	N/A	2300
2045 Design Year Trend		
2045	N/A	1600
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	-69
Trend R-squared:	17.00%
Trend Annual Historic Growth Rate:	-1.48%
Trend Growth Rate (2018 to Design Year):	-2.01%
Printed:	29-Oct-19
Straight Line Growth Option	

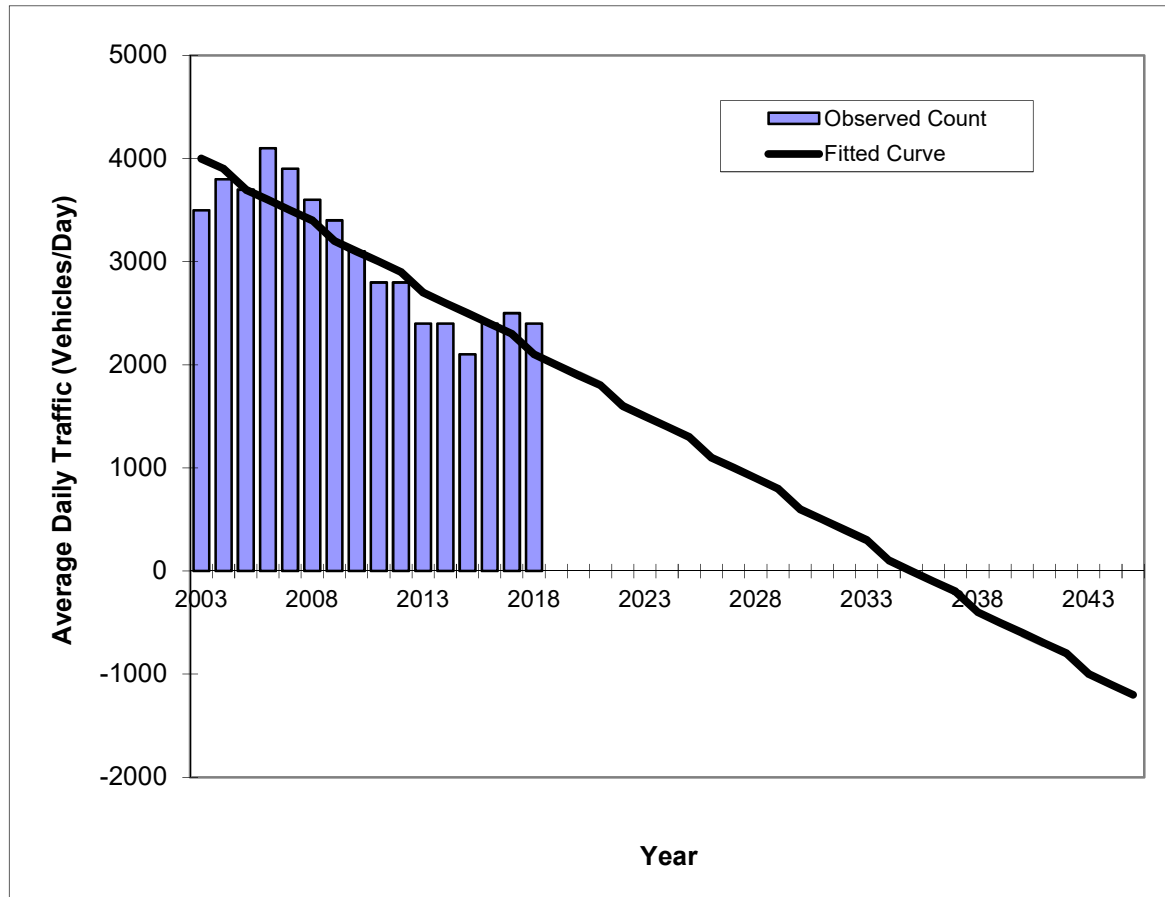
\*Axle-Adjusted

## Traffic Trends - V03.a

### MLK JR DR --

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	485235
Highway:	MLK JR DR



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2003	3500	4000
2004	3800	3900
2005	3700	3700
2006	4100	3600
2007	3900	3500
2008	3600	3400
2009	3400	3200
2010	3100	3100
2011	2800	3000
2012	2800	2900
2013	2400	2700
2014	2400	2600
2015	2100	2500
2016	2400	2400
2017	2500	2300
2018	2400	2100
2025 Opening Year Trend		
2025	N/A	1300
2035 Mid-Year Trend		
2035	N/A	0
2045 Design Year Trend		
2045	N/A	-1200
TRANPLAN Forecasts/Trends		

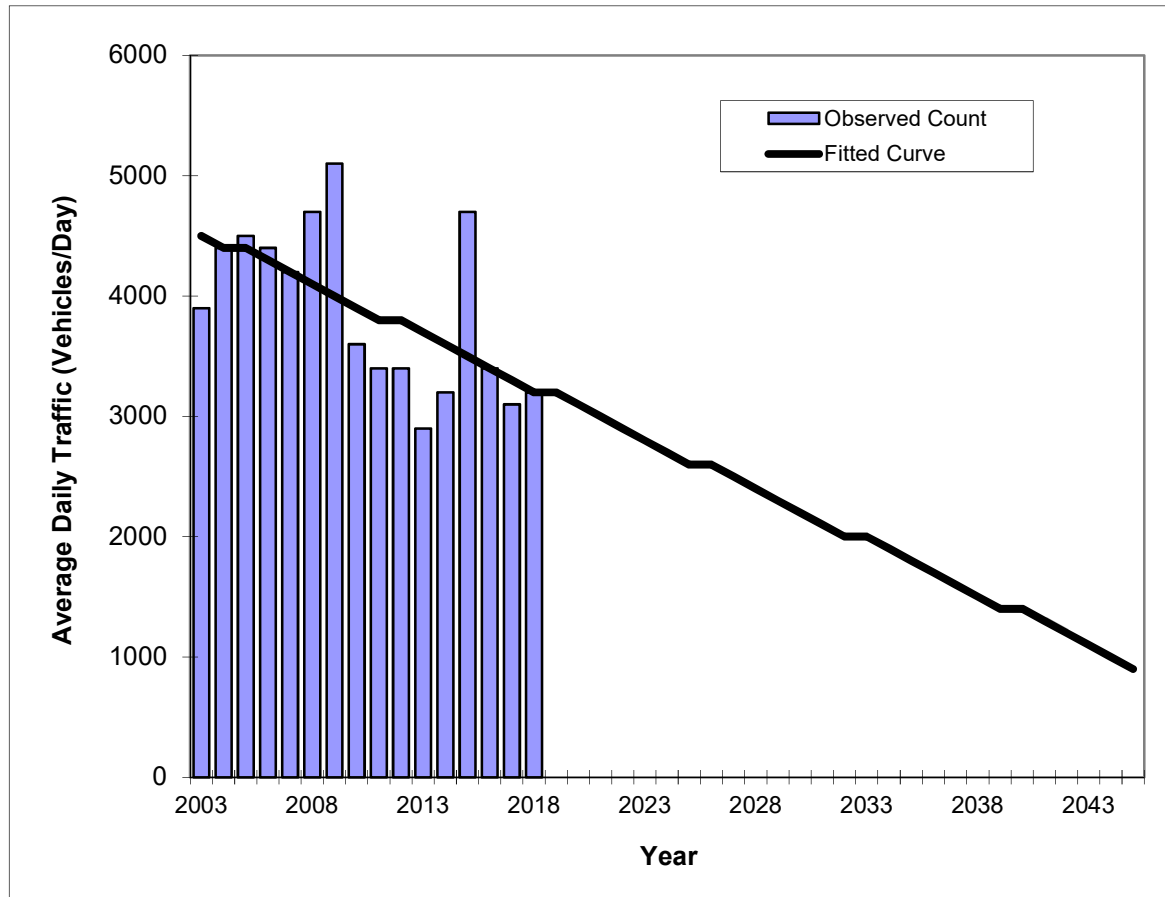
** Annual Trend Increase:	-124
Trend R-squared:	80.90%
Trend Annual Historic Growth Rate:	-3.17%
Trend Growth Rate (2018 to Design Year):	-5.82%
Printed:	29-Oct-19
Straight Line Growth Option	

\*Axle-Adjusted

# **Traffic Trends - V03.a** **DAVIS HWY --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	485234
Highway:	DAVIS HWY



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2003	3900	4500
2004	4400	4400
2005	4500	4400
2006	4400	4300
2007	4200	4200
2008	4700	4100
2009	5100	4000
2010	3600	3900
2011	3400	3800
2012	3400	3800
2013	2900	3700
2014	3200	3600
2015	4700	3500
2016	3400	3400
2017	3100	3300
2018	3200	3200
2025 Opening Year Trend		
2025	N/A	2600
2035 Mid-Year Trend		
2035	N/A	1800
2045 Design Year Trend		
2045	N/A	900
TRANPLAN Forecasts/Trends		

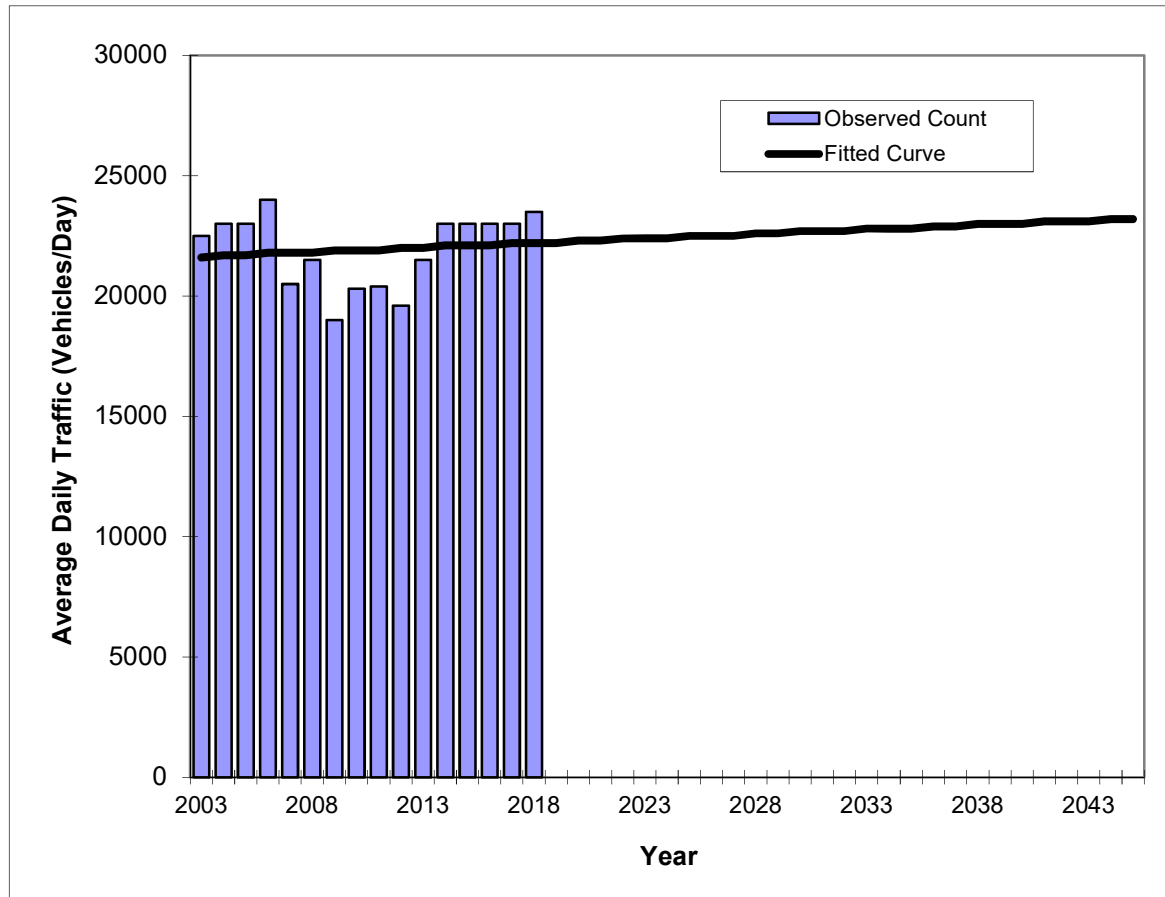
** Annual Trend Increase:	-85
Trend R-squared:	34.84%
Trend Annual Historic Growth Rate:	-1.93%
Trend Growth Rate (2018 to Design Year):	-2.66%
Printed:	29-Oct-19
Straight Line Growth Option	

\*Axle-Adjusted

# **Traffic Trends - V03.a** **FAIRFIELD DR --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	485206
Highway:	FAIRFIELD DR



Traffic (ADT/AADT)		
Year	Count*	Trend**
2003	22500	21600
2004	23000	21700
2005	23000	21700
2006	24000	21800
2007	20500	21800
2008	21500	21800
2009	19000	21900
2010	20300	21900
2011	20400	21900
2012	19600	22000
2013	21500	22000
2014	23000	22100
2015	23000	22100
2016	23000	22100
2017	23000	22200
2018	23500	22200
2025 Opening Year Trend		
2025	N/A	22500
2035 Mid-Year Trend		
2035	N/A	22800
2045 Design Year Trend		
2045	N/A	23200
TRANPLAN Forecasts/Trends		

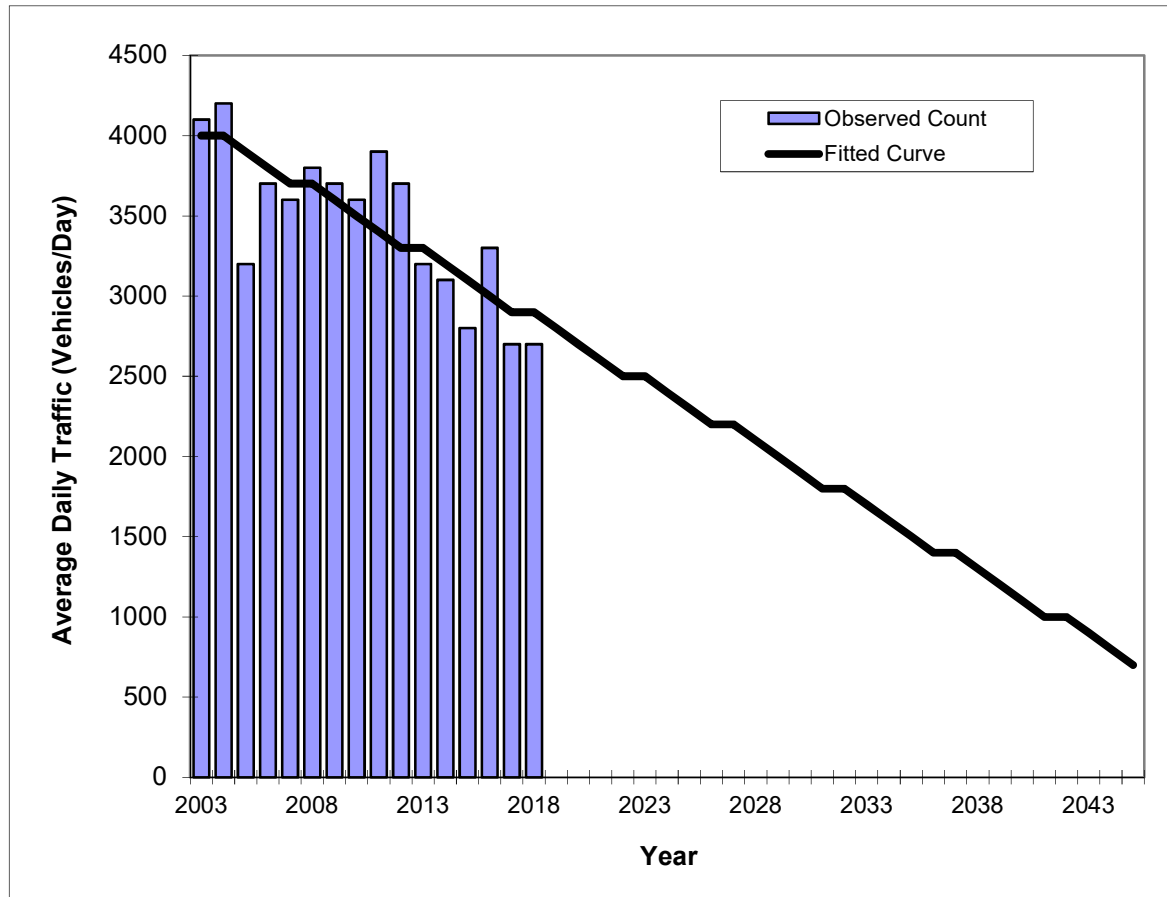
** Annual Trend Increase:	37
Trend R-squared:	1.34%
Trend Annual Historic Growth Rate:	0.19%
Trend Growth Rate (2018 to Design Year):	0.17%
Printed:	29-Oct-19
Straight Line Growth Option	

\*Axle-Adjusted

# **Traffic Trends - V03.a** **CROSS ST --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	485191
Highway:	CROSS ST



Traffic (ADT/AADT)		
Year	Count*	Trend**
2003	4100	4000
2004	4200	4000
2005	3200	3900
2006	3700	3800
2007	3600	3700
2008	3800	3700
2009	3700	3600
2010	3600	3500
2011	3900	3400
2012	3700	3300
2013	3200	3300
2014	3100	3200
2015	2800	3100
2016	3300	3000
2017	2700	2900
2018	2700	2900
2025 Opening Year Trend		
2025	N/A	2300
2035 Mid-Year Trend		
2035	N/A	1500
2045 Design Year Trend		
2045	N/A	700
TRANPLAN Forecasts/Trends		

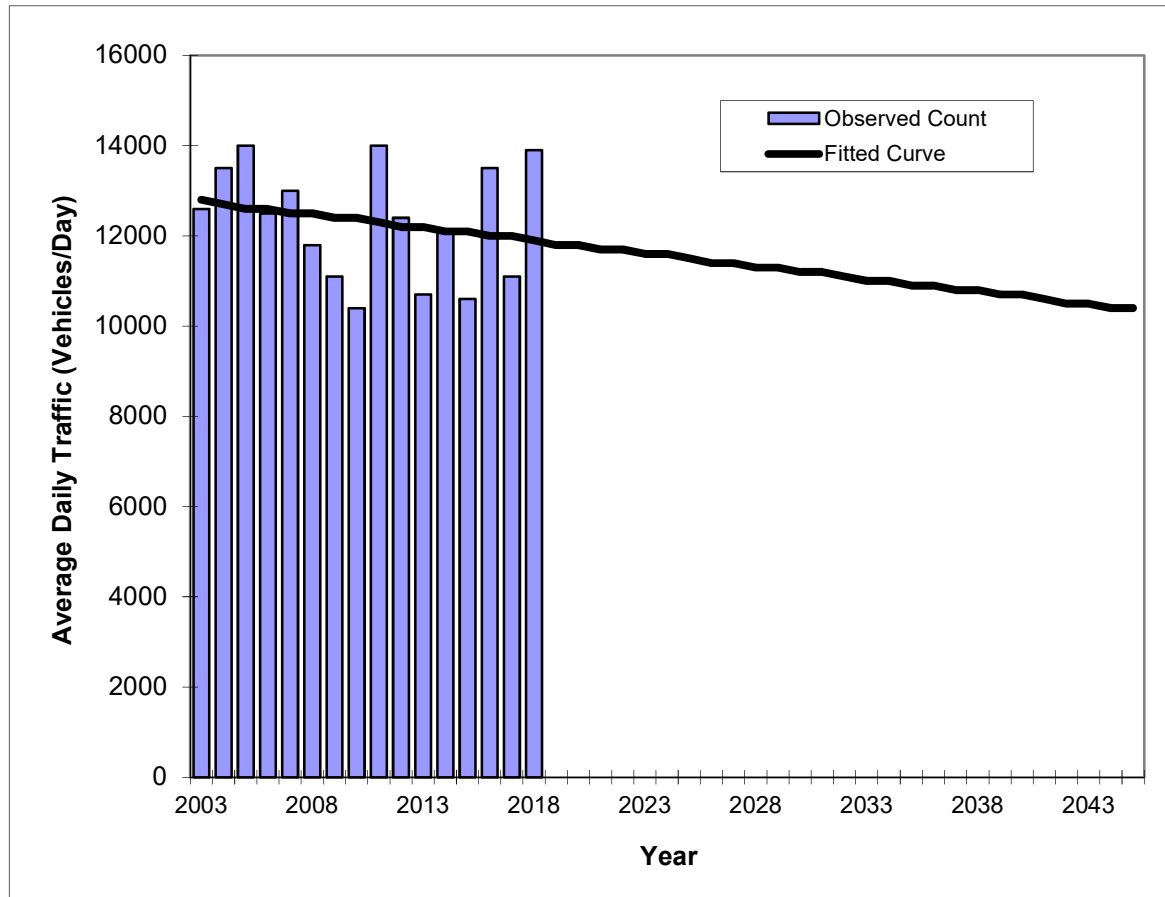
** Annual Trend Increase:	-79
Trend R-squared:	63.12%
Trend Annual Historic Growth Rate:	-1.83%
Trend Growth Rate (2018 to Design Year):	-2.81%
Printed:	29-Oct-19
Straight Line Growth Option	

\*Axle-Adjusted

# **Traffic Trends - V03.a** **ALCANIZ ST --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	485177
Highway:	ALCANIZ ST



Traffic (ADT/AADT)		
Year	Count*	Trend**
2003	12600	12800
2004	13500	12700
2005	14000	12600
2006	12500	12600
2007	13000	12500
2008	11800	12500
2009	11100	12400
2010	10400	12400
2011	14000	12300
2012	12400	12200
2013	10700	12200
2014	12100	12100
2015	10600	12100
2016	13500	12000
2017	11100	12000
2018	13900	11900
2025 Opening Year Trend		
2025	N/A	11500
2035 Mid-Year Trend		
2035	N/A	10900
2045 Design Year Trend		
2045	N/A	10400
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	-57
Trend R-squared:	4.55%
Trend Annual Historic Growth Rate:	-0.47%
Trend Growth Rate (2018 to Design Year):	-0.47%
Printed:	29-Oct-19
Straight Line Growth Option	

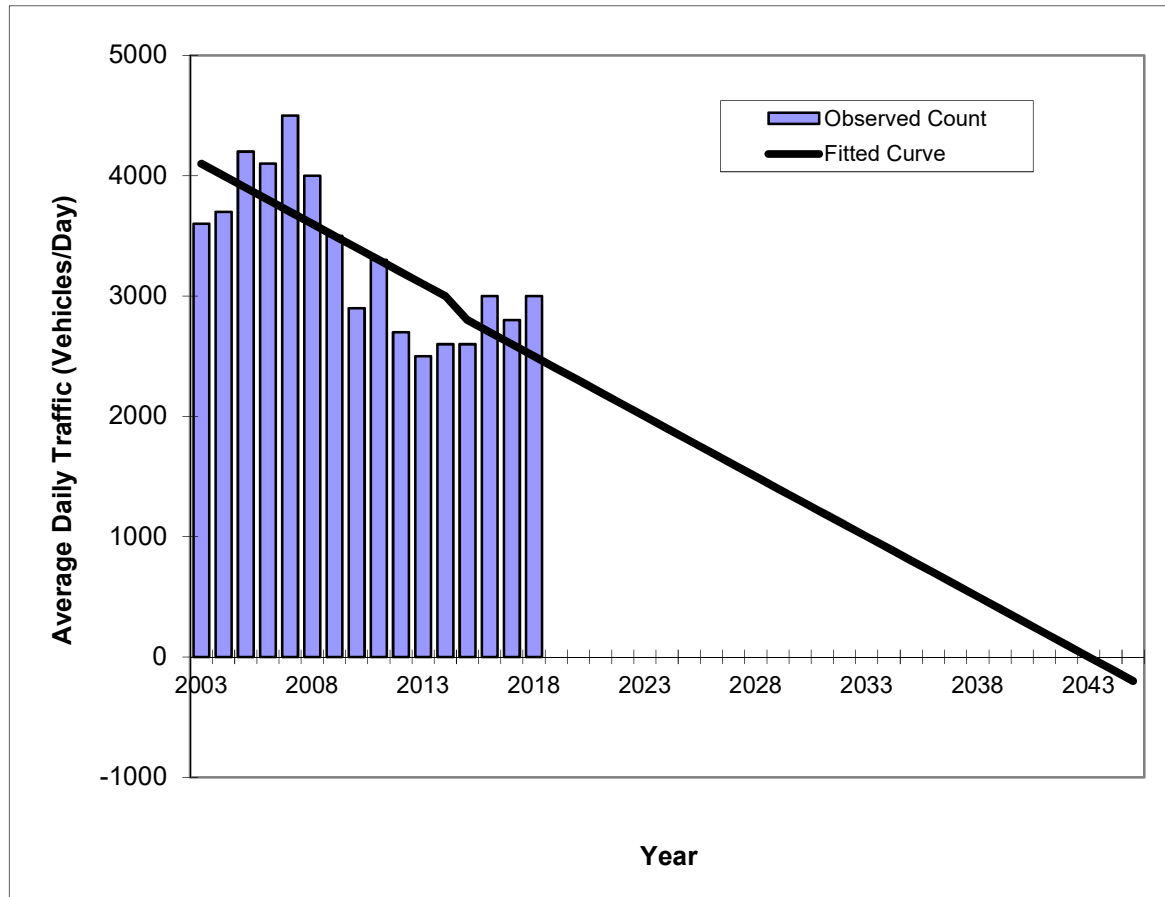
\*Axle-Adjusted



# **Traffic Trends - V03.a** **DAVIS HWY --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	485161
Highway:	DAVIS HWY



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2003	3600	4100
2004	3700	4000
2005	4200	3900
2006	4100	3800
2007	4500	3700
2008	4000	3600
2009	3500	3500
2010	2900	3400
2011	3300	3300
2012	2700	3200
2013	2500	3100
2014	2600	3000
2015	2600	2800
2016	3000	2700
2017	2800	2600
2018	3000	2500
2025 Opening Year Trend		
2025	N/A	1800
2035 Mid-Year Trend		
2035	N/A	800
2045 Design Year Trend		
2045	N/A	-200
TRANPLAN Forecasts/Trends		

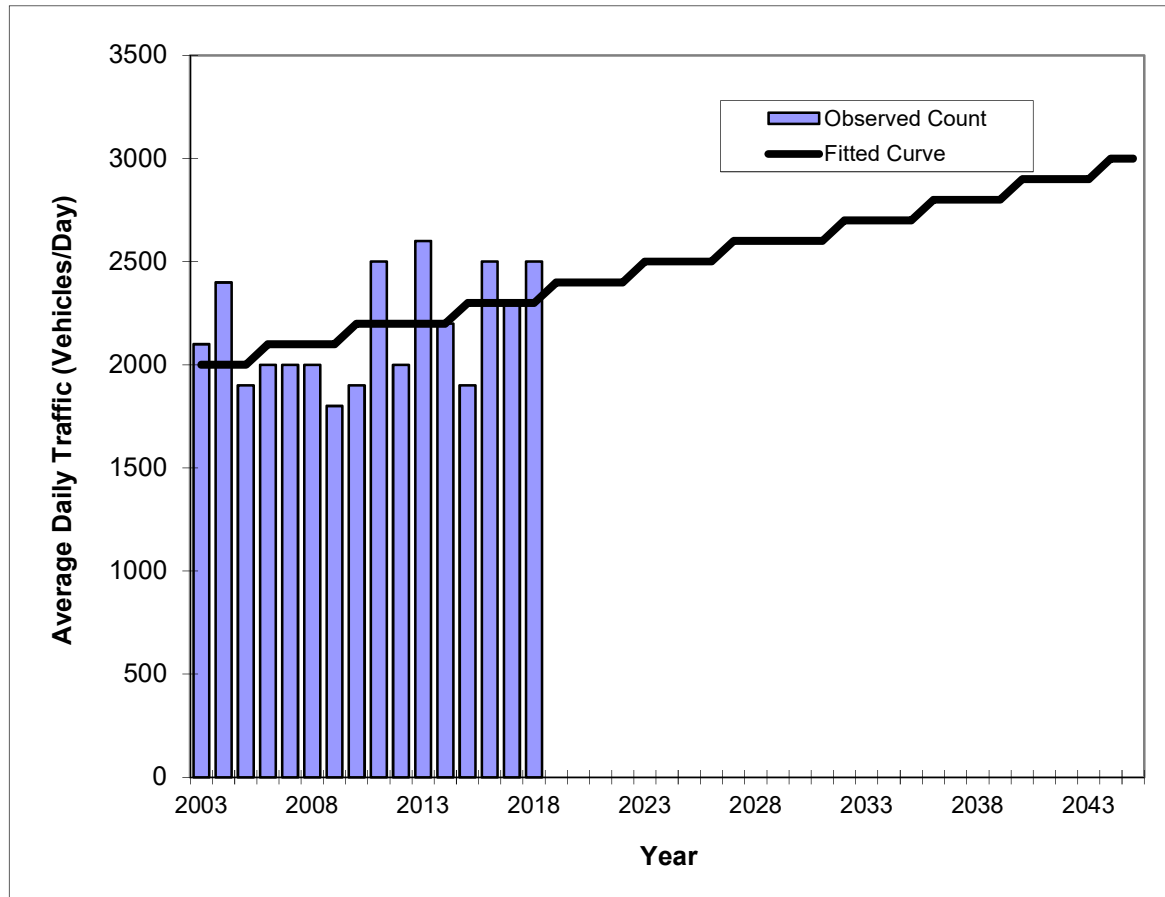
** Annual Trend Increase:	-103
Trend R-squared:	58.09%
Trend Annual Historic Growth Rate:	-2.60%
Trend Growth Rate (2018 to Design Year):	-4.00%
Printed:	29-Oct-19
Straight Line Growth Option	

\*Axle-Adjusted

# **Traffic Trends - V03.a** **MAXWELL ST --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	485137
Highway:	MAXWELL ST



Traffic (ADT/AADT)		
Year	Count*	Trend**
2003	2100	2000
2004	2400	2000
2005	1900	2000
2006	2000	2100
2007	2000	2100
2008	2000	2100
2009	1800	2100
2010	1900	2200
2011	2500	2200
2012	2000	2200
2013	2600	2200
2014	2200	2200
2015	1900	2300
2016	2500	2300
2017	2300	2300
2018	2500	2300
2025 Opening Year Trend		
2025	N/A	2500
2035 Mid-Year Trend		
2035	N/A	2700
2045 Design Year Trend		
2045	N/A	3000
TRANPLAN Forecasts/Trends		

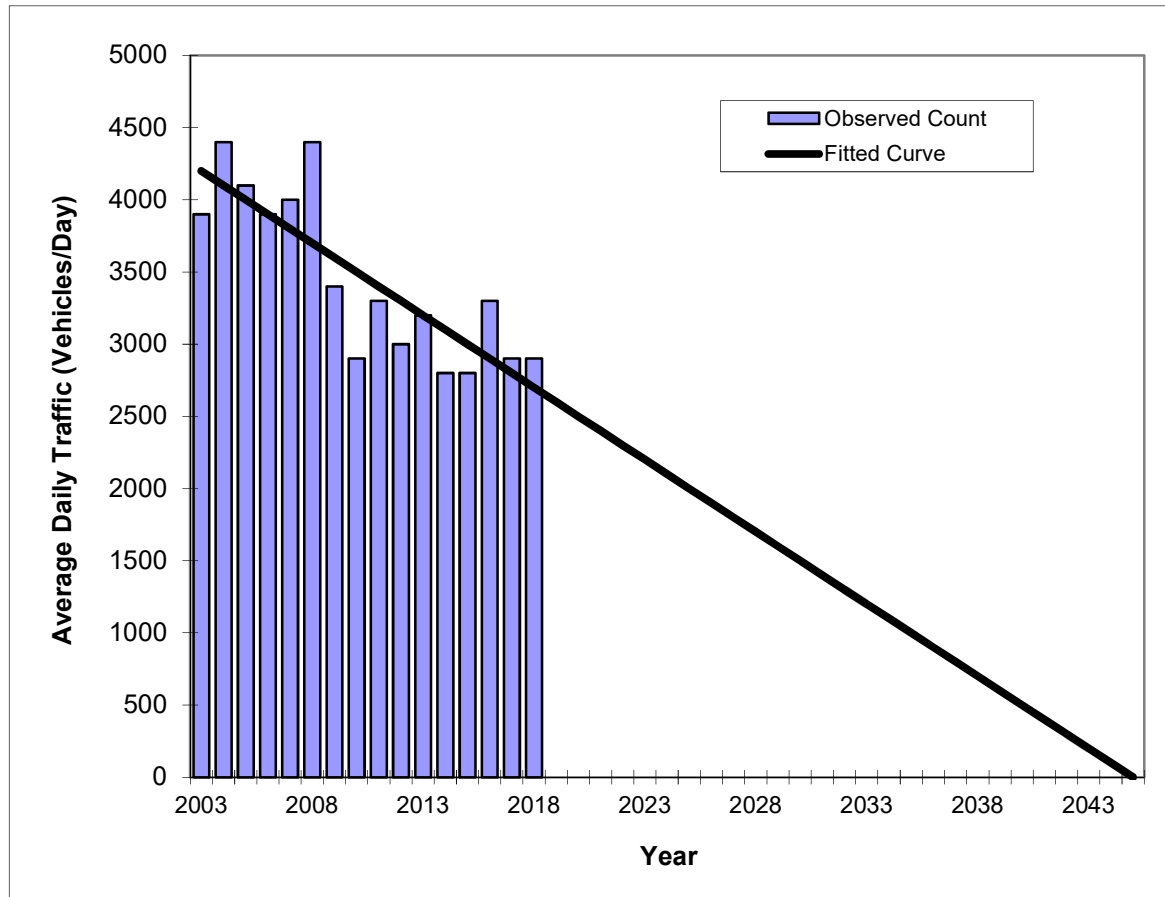
** Annual Trend Increase:	24
Trend R-squared:	17.80%
Trend Annual Historic Growth Rate:	1.00%
Trend Growth Rate (2018 to Design Year):	1.13%
Printed:	29-Oct-19
Straight Line Growth Option	

\*Axle-Adjusted

# **Traffic Trends - V03.a** **DAVIS HWY --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	485047
Highway:	DAVIS HWY



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2003	3900	4200
2004	4400	4100
2005	4100	4000
2006	3900	3900
2007	4000	3800
2008	4400	3700
2009	3400	3600
2010	2900	3500
2011	3300	3400
2012	3000	3300
2013	3200	3200
2014	2800	3100
2015	2800	3000
2016	3300	2900
2017	2900	2800
2018	2900	2700
2025 Opening Year Trend		
2025	N/A	2000
2035 Mid-Year Trend		
2035	N/A	1000
2045 Design Year Trend		
2045	N/A	0
TRANPLAN Forecasts/Trends		

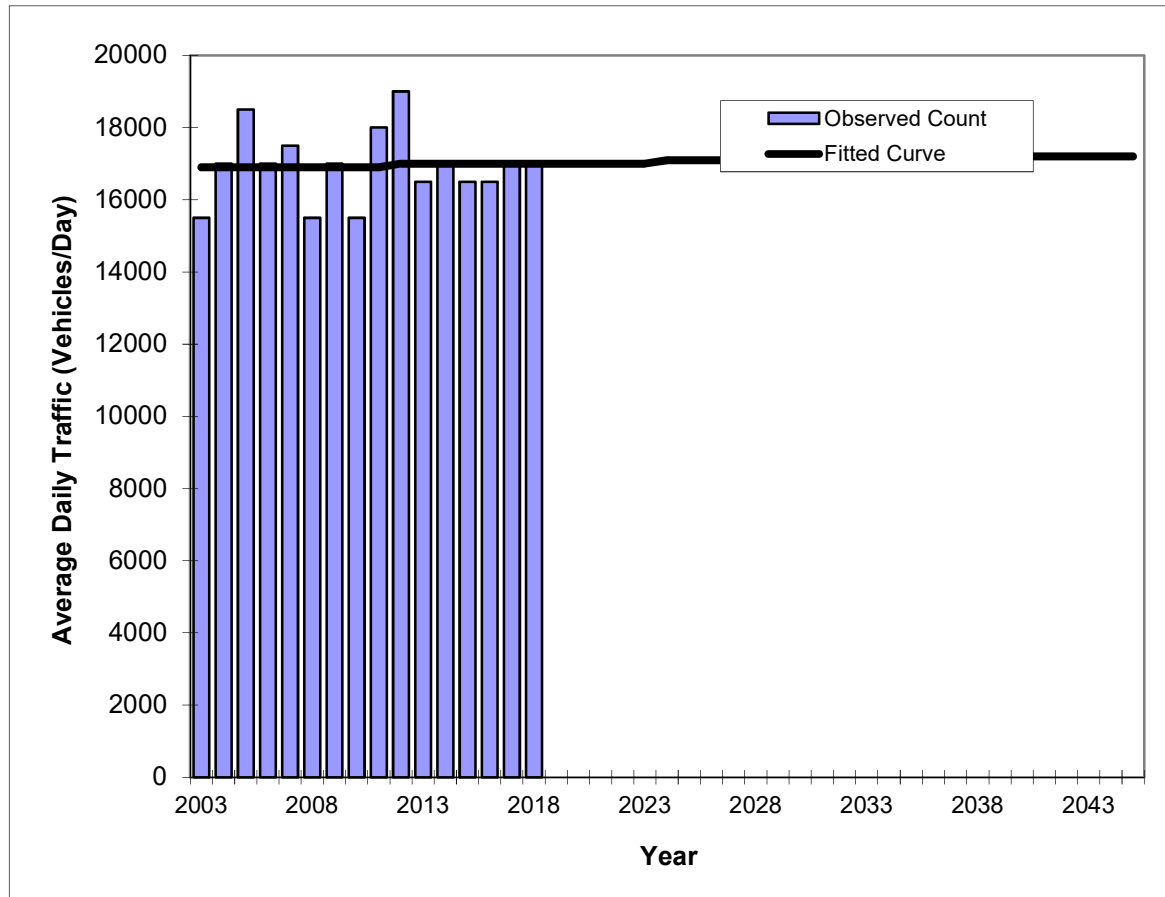
** Annual Trend Increase:	-101
Trend R-squared:	68.80%
Trend Annual Historic Growth Rate:	-2.38%
Trend Growth Rate (2018 to Design Year):	-3.70%
Printed:	29-Oct-19
Straight Line Growth Option	

\*Axle-Adjusted

# **Traffic Trends - V03.a** **GREGORY ST --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	485031
Highway:	GREGORY ST



Traffic (ADT/AADT)		
Year	Count*	Trend**
2003	15500	16900
2004	17000	16900
2005	18500	16900
2006	17000	16900
2007	17500	16900
2008	15500	16900
2009	17000	16900
2010	15500	16900
2011	18000	16900
2012	19000	17000
2013	16500	17000
2014	17000	17000
2015	16500	17000
2016	16500	17000
2017	17000	17000
2018	17000	17000
2025 Opening Year Trend		
2025	N/A	17100
2035 Mid-Year Trend		
2035	N/A	17200
2045 Design Year Trend		
2045	N/A	17200
TRANPLAN Forecasts/Trends		

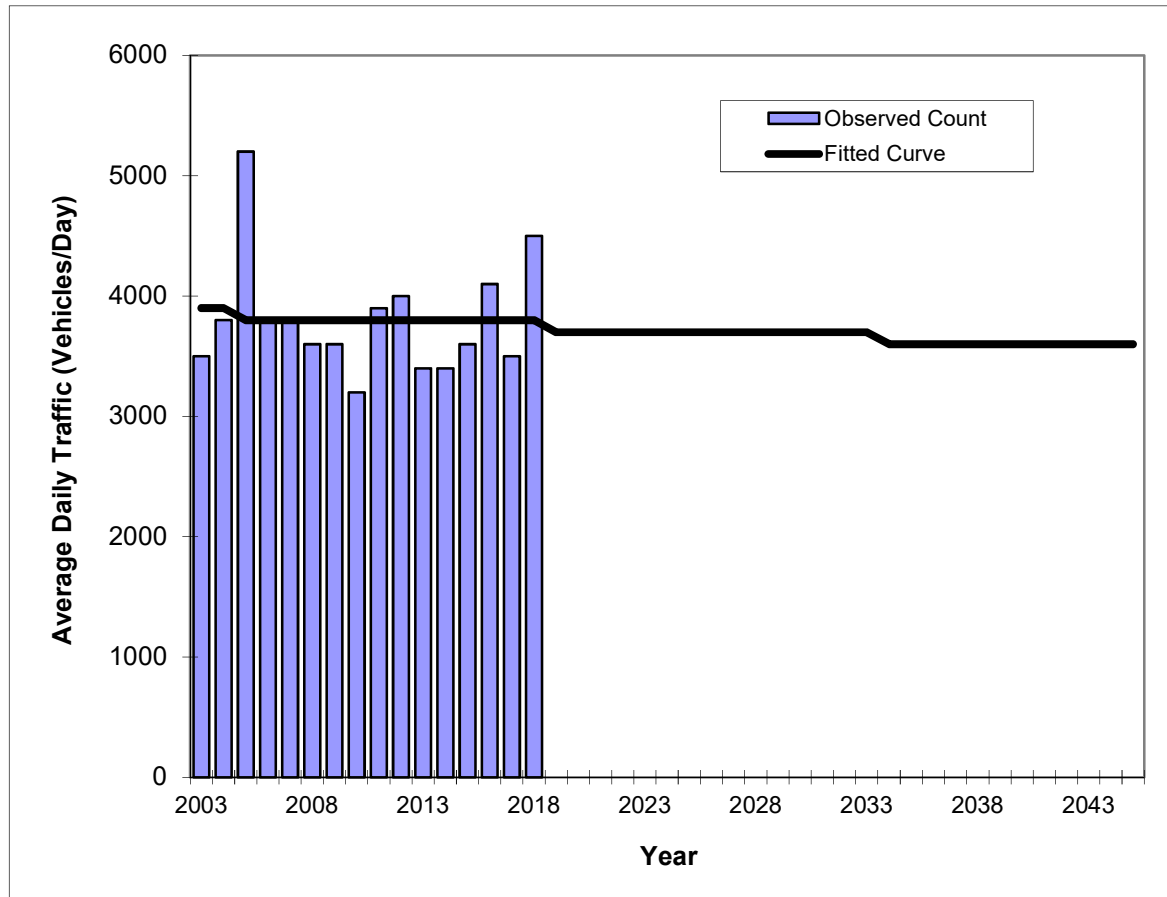
** Annual Trend Increase:	9
Trend R-squared:	0.18%
Trend Annual Historic Growth Rate:	0.04%
Trend Growth Rate (2018 to Design Year):	0.04%
Printed:	29-Oct-19
Straight Line Growth Option	

\*Axle-Adjusted

# **Traffic Trends - V03.a** **ALCANIZ ST --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	485030
Highway:	ALCANIZ ST



Traffic (ADT/AADT)		
Year	Count*	Trend**
2003	3500	3900
2004	3800	3900
2005	5200	3800
2006	3800	3800
2007	3800	3800
2008	3600	3800
2009	3600	3800
2010	3200	3800
2011	3900	3800
2012	4000	3800
2013	3400	3800
2014	3400	3800
2015	3600	3800
2016	4100	3800
2017	3500	3800
2018	4500	3800
2025 Opening Year Trend		
2025	N/A	3700
2035 Mid-Year Trend		
2035	N/A	3600
2045 Design Year Trend		
2045	N/A	3600
TRANPLAN Forecasts/Trends		

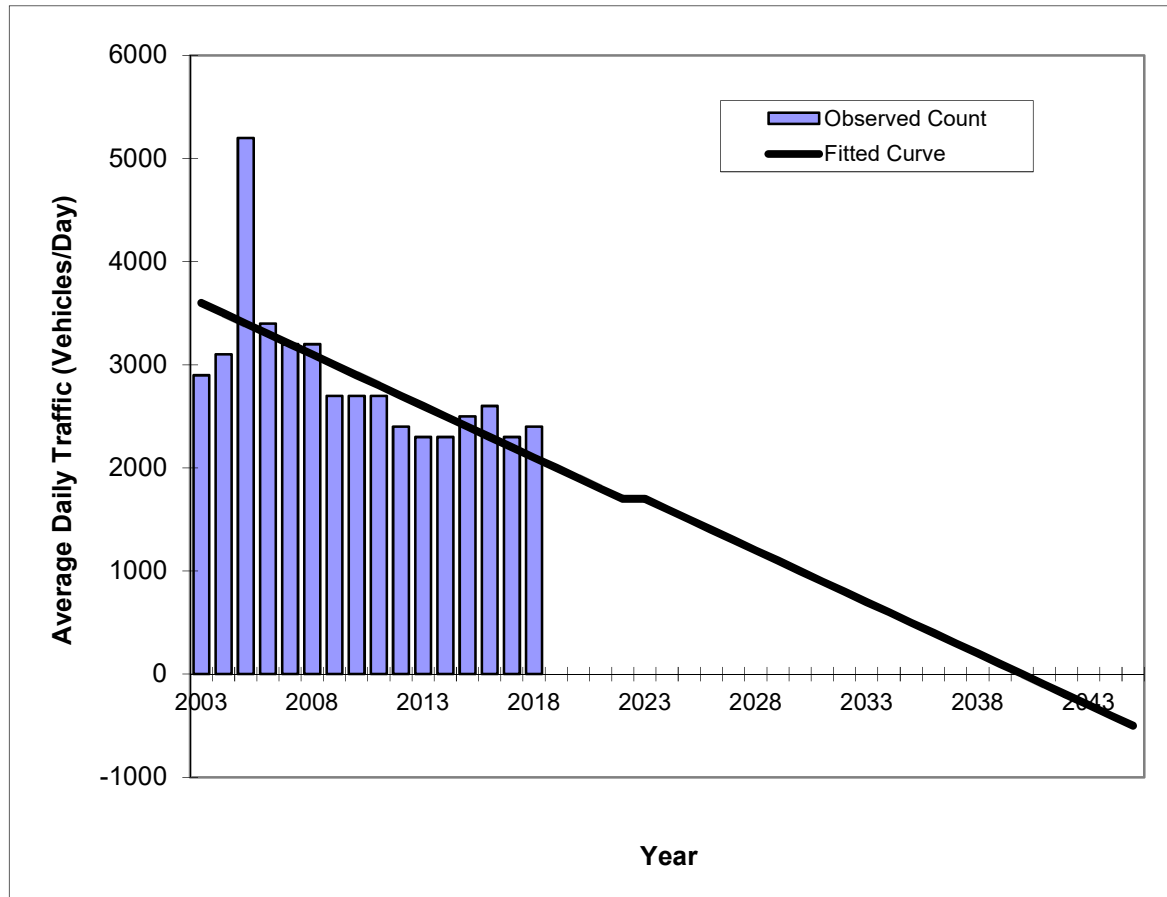
** Annual Trend Increase:	-7
Trend R-squared:	0.46%
Trend Annual Historic Growth Rate:	-0.17%
Trend Growth Rate (2018 to Design Year):	-0.19%
Printed:	29-Oct-19
Straight Line Growth Option	

\*Axle-Adjusted

# **Traffic Trends - V03.a** **ALCANIZ ST --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	485028
Highway:	ALCANIZ ST



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2003	2900	3600
2004	3100	3500
2005	5200	3400
2006	3400	3300
2007	3200	3200
2008	3200	3100
2009	2700	3000
2010	2700	2900
2011	2700	2800
2012	2400	2700
2013	2300	2600
2014	2300	2500
2015	2500	2400
2016	2600	2300
2017	2300	2200
2018	2400	2100
2025 Opening Year Trend		
2025	N/A	1500
2035 Mid-Year Trend		
2035	N/A	500
2045 Design Year Trend		
2045	N/A	-500
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	-98
Trend R-squared:	42.01%
Trend Annual Historic Growth Rate:	-2.78%
Trend Growth Rate (2018 to Design Year):	-4.59%
Printed:	29-Oct-19
Straight Line Growth Option	

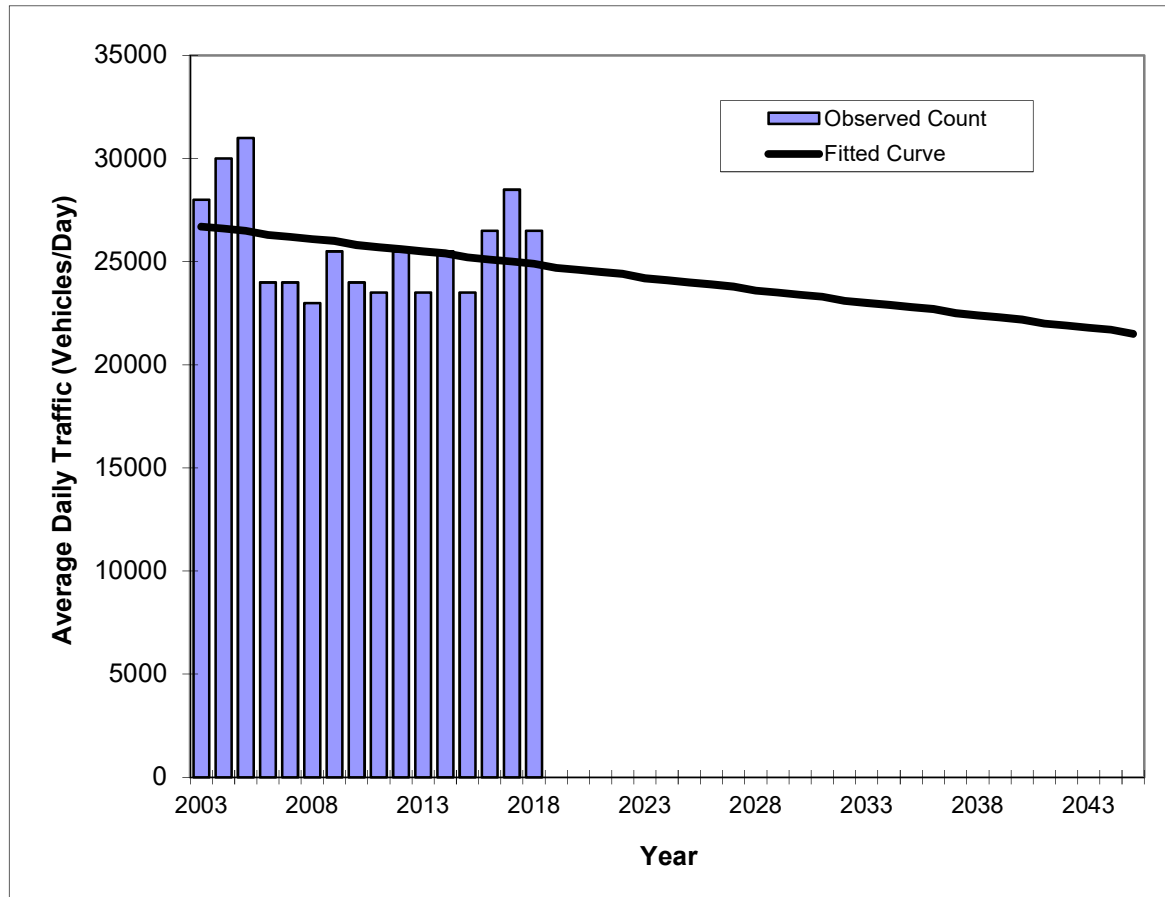
\*Axle-Adjusted



# **Traffic Trends - V03.a** **SR10A (US90) --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	485006
Highway:	SR10A (US90)



Traffic (ADT/AADT)		
Year	Count*	Trend**
2003	28000	26700
2004	30000	26600
2005	31000	26500
2006	24000	26300
2007	24000	26200
2008	23000	26100
2009	25500	26000
2010	24000	25800
2011	23500	25700
2012	25500	25600
2013	23500	25500
2014	25500	25400
2015	23500	25200
2016	26500	25100
2017	28500	25000
2018	26500	24900
2025 Opening Year Trend		
2025	N/A	24000
2035 Mid-Year Trend		
2035	N/A	22800
2045 Design Year Trend		
2045	N/A	21500
TRANPLAN Forecasts/Trends		

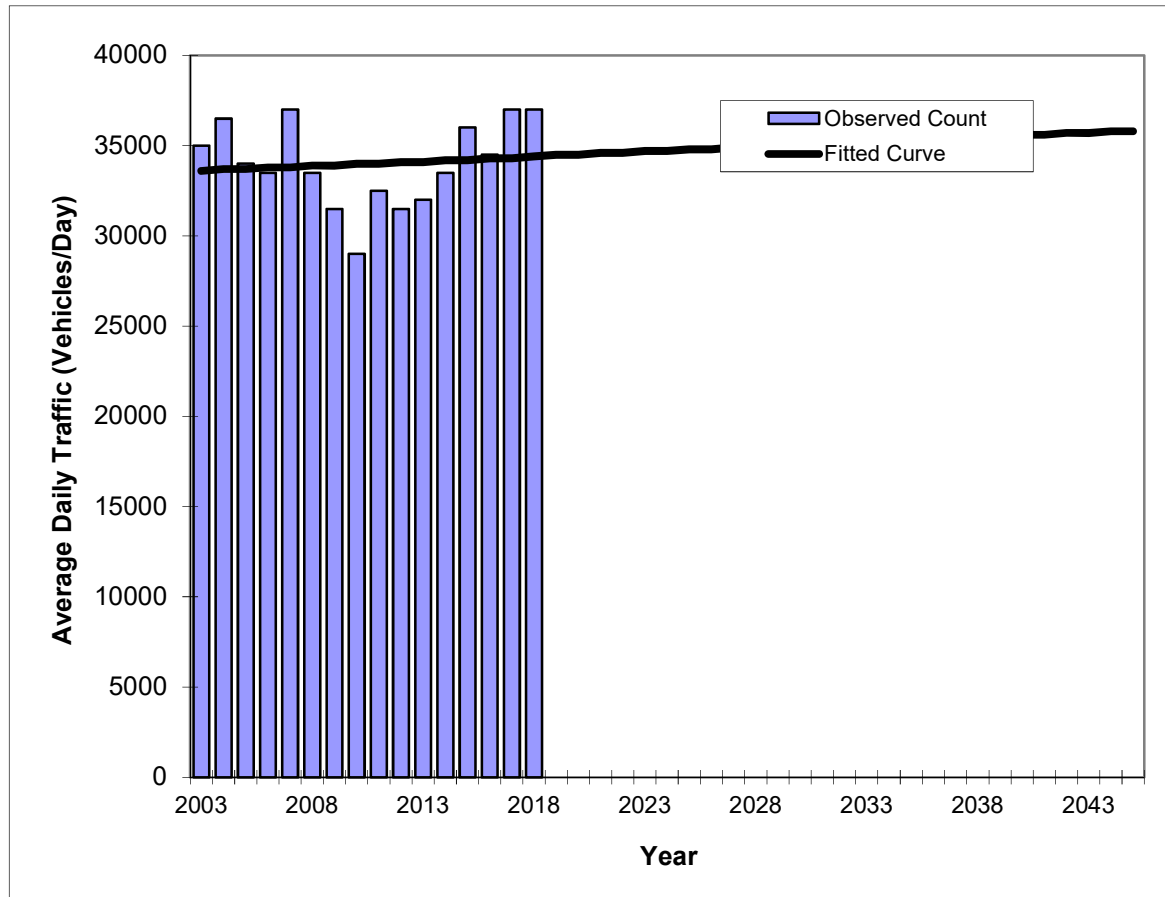
** Annual Trend Increase:	-123
Trend R-squared:	5.60%
Trend Annual Historic Growth Rate:	-0.45%
Trend Growth Rate (2018 to Design Year):	-0.51%
Printed:	29-Oct-19
Straight Line Growth Option	

\*Axle-Adjusted

# **Traffic Trends - V03.a** **FAIRFIELD DR --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	484019
Highway:	FAIRFIELD DR



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2003	35000	33600
2004	36500	33700
2005	34000	33700
2006	33500	33800
2007	37000	33800
2008	33500	33900
2009	31500	33900
2010	29000	34000
2011	32500	34000
2012	31500	34100
2013	32000	34100
2014	33500	34200
2015	36000	34200
2016	34500	34300
2017	37000	34300
2018	37000	34400
2025 Opening Year Trend		
2025	N/A	34800
2035 Mid-Year Trend		
2035	N/A	35300
2045 Design Year Trend		
2045	N/A	35800
TRANPLAN Forecasts/Trends		

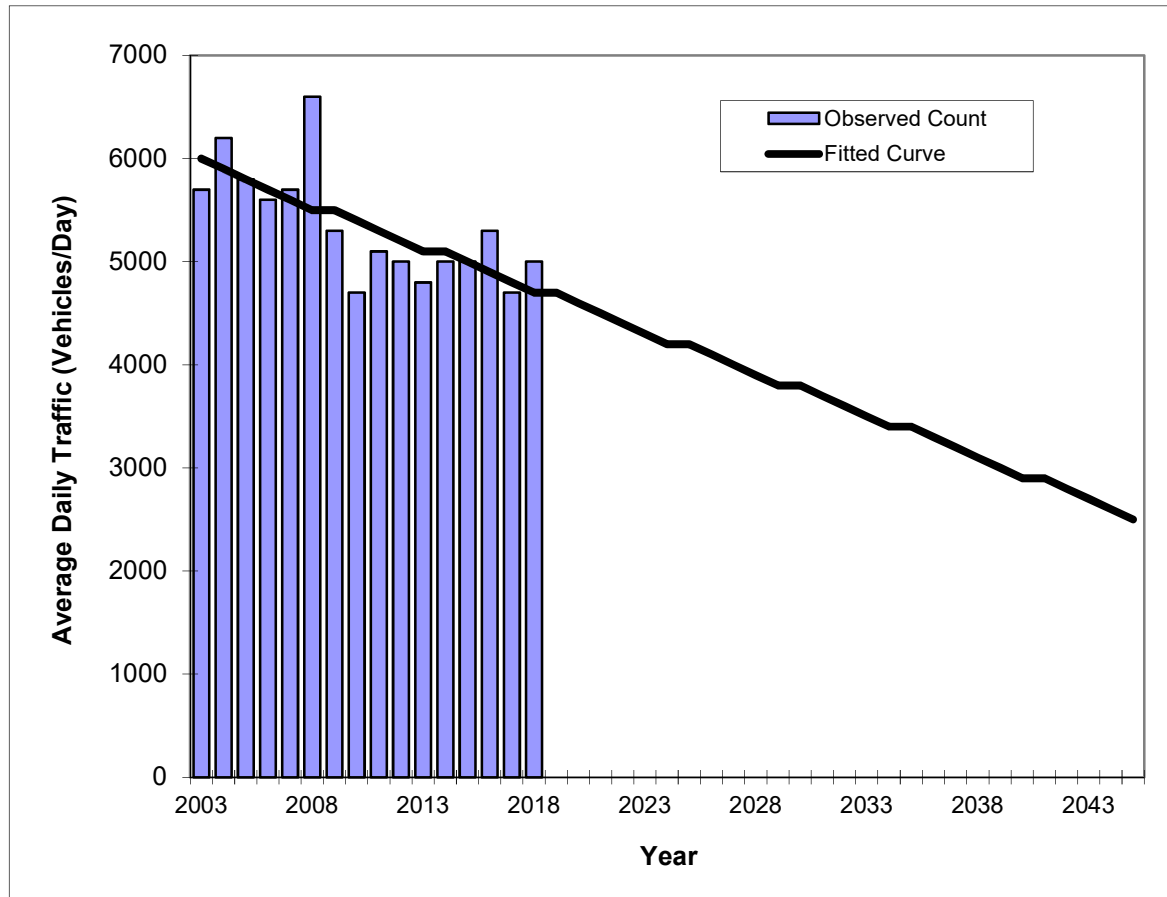
** Annual Trend Increase:	53
Trend R-squared:	1.15%
Trend Annual Historic Growth Rate:	0.16%
Trend Growth Rate (2018 to Design Year):	0.15%
Printed:	29-Oct-19
Straight Line Growth Option	

\*Axle-Adjusted

# **Traffic Trends - V03.a** **DAVIS HWY --**

FIN#	1234
Location	1

County:	Escambia (48)
Station #:	484010
Highway:	DAVIS HWY



Year	Traffic (ADT/AADT)	
	Count*	Trend**
2003	5700	6000
2004	6200	5900
2005	5800	5800
2006	5600	5700
2007	5700	5600
2008	6600	5500
2009	5300	5500
2010	4700	5400
2011	5100	5300
2012	5000	5200
2013	4800	5100
2014	5000	5100
2015	5000	5000
2016	5300	4900
2017	4700	4800
2018	5000	4700
2025 Opening Year Trend		
2025	N/A	4200
2035 Mid-Year Trend		
2035	N/A	3400
2045 Design Year Trend		
2045	N/A	2500
TRANPLAN Forecasts/Trends		

** Annual Trend Increase:	-81
Trend R-squared:	49.98%
Trend Annual Historic Growth Rate:	-1.44%
Trend Growth Rate (2018 to Design Year):	-1.73%
Printed:	29-Oct-19
<b>Straight Line Growth Option</b>	

\*Axle-Adjusted



## Appendix B:

### Traffic Count Data

**Study Name 1\_Alcaniz St at Gregory St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 1**

**Project**

**Alcaniz St at Gregory St**

**Tuesday TMC**

**Type Road**

**Classification Light Vehicles**

	Gregory St Eastbound				Gregory St Westbound				Alcaniz St Northbound				Alcaniz St Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		0	0	0		47	85	3	0	5	15	0	0	0	14	5
7:15		0	0	0		66	93	1	0	5	30	0	0	0	24	13
7:30		0	0	0		81	123	8	1	5	38	0	0	0	43	14
7:45		0	0	0		78	124	5	2	1	41	0	0	0	61	5
8:00		0	0	0		68	133	4	0	6	23	0	0	0	52	8
8:15		0	0	0		83	88	2	0	1	25	0	0	0	30	6
8:30		0	0	0		70	86	3	0	3	29	0	0	0	27	2
8:45		0	0	0		61	59	3	1	5	29	0	0	0	40	3
16:00		0	0	0		51	43	8	1	11	68	0	0	0	36	1
16:15		0	0	0		29	48	0	0	12	82	0	0	0	32	4
16:30		0	0	0		34	42	3	0	16	85	0	0	0	37	6
16:45		0	0	0		44	59	5	0	10	108	0	0	0	38	10
17:00		0	0	0		40	49	7	3	22	128	0	0	0	33	3
17:15		0	0	0		46	40	3	1	11	100	0	0	0	44	1
17:30		0	0	0		52	31	8	1	6	75	0	0	0	21	4
17:45		0	0	0		31	25	7	1	7	52	0	0	0	18	1

**Study Name 1\_Alcaniz St at Gregory St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 1**

**Project**

**Alcaniz St at Gregory St**

**Tuesday TMC**

**Type Road**

**Classification Heavy Vehicles**

	Gregory St Eastbound				Gregory St Westbound				Alcaniz St Northbound				Alcaniz St Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		0	0	0		0	0	0	0	0	1	0	0	0	1	0
7:15		0	0	0		0	1	0	0	0	1	0	0	0	1	0
7:30		0	0	0		0	0	0	0	0	0	0	0	0	0	0
7:45		0	0	0		0	1	0	0	0	2	0	0	0	2	0
8:00		0	0	0		0	1	0	0	1	0	0	0	0	1	0
8:15		0	0	0		1	0	0	0	0	2	0	0	0	2	0
8:30		0	0	0		2	0	0	0	0	0	0	0	0	0	0
8:45		0	0	0		1	0	0	0	0	0	0	0	0	2	0
16:00		0	0	0		0	0	0	0	0	2	0	0	0	0	0
16:15		0	0	0		1	1	0	0	0	1	0	0	0	1	0
16:30		0	0	0		0	2	0	0	0	1	0	0	0	0	0
16:45		0	0	0		0	1	0	0	0	0	0	0	0	1	0
17:00		0	0	0		1	2	0	0	0	1	0	0	0	1	0
17:15		0	0	0		0	0	0	0	0	0	0	0	0	1	0
17:30		0	0	0		0	1	0	0	0	1	0	0	0	0	0
17:45		0	0	0		0	0	0	0	0	0	0	0	0	1	0



**Study Name 1\_Alcaniz St at Gregory St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 1**

**Project**

**Alcaniz St at Gregory St**

**Tuesday TMC**

**Type Crosswalk**

**Classification Pedestrians**

	Gregory St Eastbound	Gregory St Westbound	Alcaniz St Northbound	Alcaniz St Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	0	1	1	0
16:45	0	0	0	0
17:00	0	0	1	0
17:15	0	0	0	0
17:30	0	0	0	0
17:45	1	0	0	0

**Study Name 1\_Alcaniz St at Gregory St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 1**

**Project**

**Alcaniz St at Gregory St**

**Tuesday TMC**

**Type Crosswalk**

**Classification Bicycles on Crosswalk**

	Gregory St Eastbound	Gregory St Westbound	Alcaniz St Northbound	Alcaniz St Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	1	0	0
8:45	0	1	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	0	0	1	0
16:45	0	1	0	0
17:00	0	0	0	0
17:15	0	0	0	0
17:30	0	1	0	0
17:45	0	0	0	0

**Study Name 1\_Alcaniz St at Gregory St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 1**

**Project**

**Alcaniz St at Gregory St**

**Tuesday TMC**

**Type Road**

**Classification Bicycles on Road**

	Gregory St Eastbound				Gregory St Westbound				Alcaniz St Northbound				Alcaniz St Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		0	0	0		0	0	0	0	0	0	0	0	0	0	0
7:15		0	0	0		0	0	0	0	0	0	0	0	0	0	0
7:30		0	0	0		0	0	0	0	0	0	0	0	0	0	0
7:45		0	0	0		0	0	0	0	0	0	0	0	0	0	0
8:00		0	0	0		0	0	0	0	0	0	0	0	0	0	0
8:15		0	0	0		0	0	0	0	0	0	0	0	0	0	0
8:30		0	0	0		0	0	0	0	0	0	0	0	0	0	0
8:45		0	0	0		0	0	0	0	0	0	0	0	0	0	0
16:00		0	0	0		0	0	0	0	0	0	0	0	0	0	0
16:15		0	0	0		0	0	0	0	0	0	0	0	0	0	0
16:30		0	0	0		0	0	0	0	0	0	0	0	0	0	0
16:45		0	0	0		0	0	0	0	0	0	0	0	0	0	0
17:00		0	0	0		0	0	0	0	0	0	0	0	0	0	0
17:15		0	0	0		0	0	0	0	0	0	0	0	0	0	0
17:30		0	0	0		0	0	0	0	0	0	0	0	0	0	0
17:45		0	0	0		0	0	0	0	0	0	0	0	0	0	0

**Study Name 1\_Alcaniz St at Gregory St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 1**

**Project**

**Alcaniz St at Gregory St**

**Tuesday TMC**

**Type Road  
Classification Totals**

	Gregory St Eastbound				Gregory St Westbound				Alcaniz St Northbound				Alcaniz St Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		0	0	0		47	85	3	0	5	16	0	0	0	15	5
7:15		0	0	0		66	94	1	0	5	31	0	0	0	25	13
7:30		0	0	0		81	123	8	1	5	38	0	0	0	43	14
7:45		0	0	0		78	125	5	2	1	43	0	0	0	63	5
8:00		0	0	0		68	134	4	0	7	23	0	0	0	53	8
8:15		0	0	0		84	88	2	0	1	27	0	0	0	32	6
8:30		0	0	0		72	86	3	0	3	29	0	0	0	27	2
8:45		0	0	0		62	59	3	1	5	29	0	0	0	42	3
16:00		0	0	0		51	43	8	1	11	70	0	0	0	36	1
16:15		0	0	0		30	49	0	0	12	83	0	0	0	33	4
16:30		0	0	0		34	44	3	0	16	86	0	0	0	37	6
16:45		0	0	0		44	60	5	0	10	108	0	0	0	39	10
17:00		0	0	0		41	51	7	3	22	129	0	0	0	34	3
17:15		0	0	0		46	40	3	1	11	100	0	0	0	45	1
17:30		0	0	0		52	32	8	1	6	76	0	0	0	21	4
17:45		0	0	0		31	25	7	1	7	52	0	0	0	19	1

**Study Name 2\_Alcaniz St at Wright St**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 2**

**Project**

**Alcaniz St at Wright St**

**Thursday TMC**

**Type Road**

**Classification Light Vehicles**

	Wright St Eastbound				Wright St Westbound				Alcaniz St Northbound				Alcaniz St Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0	3	0	3	5	0	0	6	0	18		1	15	2
7:15	0	0	3	1	0	3	3	0	0	6	0	30		0	20	5
7:30	0	0	8	2	0	5	7	0	0	7	0	32		3	39	9
7:45	0	0	17	2	0	10	10	0	1	8	0	38		0	37	9
8:00	0	0	4	2	0	8	2	0	0	2	0	26		0	48	8
8:15	0	0	8	1	0	4	5	0	0	5	0	36		2	40	12
8:30	0	0	8	3	0	3	2	0	0	6	1	40		2	27	4
8:45	0	0	4	2	0	3	5	0	0	2	0	21		1	48	6
16:00	0	0	12	1	0	7	3	0	1	5	0	74		1	28	5
16:15	0	0	10	4	0	7	6	0	1	4	0	73		3	25	3
16:30	0	0	13	3	1	4	5	0	1	11	0	98		3	19	4
16:45	0	0	14	3	3	10	5	0	0	7	0	92		1	42	2
17:00	0	0	19	5	0	7	14	0	0	10	2	124		1	31	6
17:15	0	0	13	2	0	7	7	0	3	6	0	82		4	34	6
17:30	0	0	15	0	0	5	6	0	1	3	0	69		1	43	3
17:45	0	0	8	2	0	0	8	0	0	10	1	60		1	32	2

**Study Name 2\_Alcaniz St at Wright St**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 2**

**Project**

**Alcaniz St at Wright St**

**Thursday TMC**

**Type Road**

**Classification Heavy Vehicles**

	Wright St Eastbound				Wright St Westbound				Alcaniz St Northbound				Alcaniz St Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0	0	0	0	0	0	0	0	0	1		0	0	0
7:15	0	0	0	0	0	0	0	0	0	0	0	0		0	2	0
7:30	0	0	0	0	0	0	0	0	0	0	0	1		0	0	0
7:45	0	0	0	0	0	0	0	0	0	0	0	2		0	1	0
8:00	0	0	0	0	0	0	0	0	0	0	0	1		1	1	0
8:15	0	0	0	0	0	0	0	0	0	0	0	1		1	0	0
8:30	0	0	0	0	0	1	0	0	0	0	0	1		0	2	0
8:45	0	0	0	0	0	1	0	0	0	0	0	1		0	1	0
16:00	0	0	0	0	0	0	0	0	0	0	0	1		0	1	0
16:15	0	0	0	0	0	0	0	0	0	0	0	2		0	0	0
16:30	0	0	1	0	0	0	0	0	0	1	0	1		0	0	0
16:45	0	0	0	0	0	0	0	0	0	0	0	0		0	1	0
17:00	0	0	0	0	0	0	0	0	0	1	0	1		0	1	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0		0	1	0
17:30	0	0	0	0	0	0	0	0	0	0	0	2		0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0		0	3	0



**Study Name 2\_Alcaniz St at Wright St**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 2**

**Project**

**Alcaniz St at Wright St**

**Thursday TMC**

**Type Crosswalk**

**Classification Pedestrians**

	Wright St Eastbound	Wright St Westbound	Alcaniz St Northbound	Alcaniz St Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	1	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	1	0	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 2\_Alcaniz St at Wright St**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 2**

**Project**

**Alcaniz St at Wright St**

**Thursday TMC**

**Type Crosswalk**

**Classification Bicycles on Crosswalk**

	Wright St Eastbound	Wright St Westbound	Alcaniz St Northbound	Alcaniz St Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	1	0	0
8:45	0	0	0	0
16:00	0	1	0	0
16:15	0	0	1	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 2\_Alcaniz St at Wright St**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 2**

**Project**

**Alcaniz St at Wright St**

**Thursday TMC**

**Type Road**

**Classification Bicycles on Road**

	Wright St Eastbound				Wright St Westbound				Alcaniz St Northbound				Alcaniz St Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
8:30	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
8:45	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Study Name 2\_Alcaniz St at Wright St**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 2**

**Project**

**Alcaniz St at Wright St**

**Thursday TMC**

**Type Road  
Classification Totals**

	Wright St Eastbound				Wright St Westbound				Alcaniz St Northbound				Alcaniz St Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0	3	0	3	5	0	0	6	0	19		1	15	2
7:15	0	0	4	1	0	3	3	0	0	6	0	30		0	22	5
7:30	0	0	8	2	0	5	7	0	0	7	0	33		3	39	9
7:45	0	0	17	2	0	10	10	0	1	8	0	40		0	38	10
8:00	0	0	4	2	0	8	2	0	0	2	0	27		1	49	8
8:15	0	0	8	1	0	4	5	0	0	5	0	38		3	40	12
8:30	0	0	8	3	0	4	2	0	0	6	1	42		2	29	4
8:45	0	0	5	2	0	4	5	0	0	2	0	22		1	49	6
16:00	0	0	12	1	0	7	3	0	1	5	0	75		1	29	6
16:15	0	0	10	4	0	7	6	0	1	4	0	75		3	25	3
16:30	0	0	14	3	1	4	5	0	1	12	0	99		3	19	4
16:45	0	0	14	3	3	10	5	0	0	7	0	92		1	43	2
17:00	0	0	19	5	0	7	14	0	0	11	2	125		1	32	6
17:15	0	0	13	2	0	7	7	0	3	6	0	82		4	35	6
17:30	0	0	15	0	0	5	6	0	1	3	0	71		1	43	3
17:45	0	0	8	2	0	0	8	0	0	10	1	60		1	35	2

**Study Name 3\_MLK/Alcaniz St at Cervantes St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 3**

**Project**

**MLK/Alcaniz St at Cervantes St**

**Tuesday TMC**

**Type Road**

**Classification Light Vehicles**

	Cervantes St Eastbound				Cervantes St Westbound				Alcaniz St Northbound				MLK Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	175	14	0	9	197	0	0	0	0	0	4	3	6	
7:15	0	0	269	17	0	23	204	0	0	0	0	0	9	8	19	
7:30	0	0	309	27	0	37	359	0	0	0	0	0	6	7	9	
7:45	0	1	256	29	0	30	372	0	0	0	0	0	10	6	19	
8:00	0	0	231	22	0	29	259	0	0	0	0	0	11	7	12	
8:15	0	0	173	11	0	25	209	0	0	0	0	0	6	5	19	
8:30	0	0	169	13	0	23	184	0	0	0	0	0	10	12	12	
8:45	0	0	200	17	0	45	187	0	0	0	0	0	4	11	8	
16:00	0	0	272	16	0	12	246	0	0	0	0	0	10	9	17	
16:15	0	1	267	12	0	21	235	0	0	0	0	0	10	10	22	
16:30	0	0	279	23	0	14	223	0	0	0	0	0	13	11	26	
16:45	0	0	292	12	0	23	260	0	0	0	1	0	11	9	19	
17:00	0	0	298	6	0	15	262	1	0	0	0	0	12	9	14	
17:15	0	0	319	18	0	24	222	0	0	0	0	0	15	12	22	
17:30	0	0	243	7	0	17	223	1	0	0	1	0	9	4	18	
17:45	0	0	167	8	0	16	192	0	0	0	0	0	9	7	12	

**Study Name 3\_MLK/Alcaniz St at Cervantes St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 3**

**Project**

**MLK/Alcaniz St at Cervantes St**

**Tuesday TMC**

**Type Road**

**Classification Heavy Vehicles**

	Cervantes St Eastbound				Cervantes St Westbound				Alcaniz St Northbound				MLK Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	2	0	0	0	1	0	0	0	0	0	1	1	0	0
7:15	0	0	1	1	0	0	4	0	0	0	0	0	0	1	0	0
7:30	0	0	2	0	0	0	2	0	0	0	0	0	0	1	0	0
7:45	0	0	8	1	0	0	1	0	0	0	0	0	0	0	1	0
8:00	0	0	4	0	0	0	4	0	0	0	0	0	2	1	0	0
8:15	0	0	11	2	0	0	6	0	0	0	0	0	0	1	1	0
8:30	0	0	4	0	0	1	6	0	0	0	0	0	0	0	0	0
8:45	0	0	8	1	0	0	0	0	0	0	0	0	0	1	0	0
16:00	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0
16:15	0	0	3	0	0	0	4	0	0	0	0	0	0	0	0	0
16:30	0	0	4	0	0	0	1	0	0	0	0	0	1	1	1	0
16:45	0	0	2	0	0	0	2	0	0	0	0	0	0	1	0	0
17:00	0	0	2	0	0	1	2	0	0	0	0	0	0	0	0	0
17:15	0	0	2	0	0	0	5	0	0	0	0	0	0	1	0	0
17:30	0	0	1	1	0	0	1	0	0	0	0	0	0	0	0	0
17:45	0	0	1	0	0	0	1	0	0	0	0	0	0	1	0	0



**Study Name 3\_MLK/Alcaniz St at Cervantes St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 3**

**Project**

**MLK/Alcaniz St at Cervantes St**

**Tuesday TMC**

**Type Crosswalk**

**Classification Pedestrians**

	Cervantes St Eastbound	Cervantes St Westbound	Alcaniz St Northbound	MLK Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	1
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	1
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	2	0	0

**Study Name 3\_MLK/Alcaniz St at Cervantes St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 3**

**Project**

**MLK/Alcaniz St at Cervantes St**

**Tuesday TMC**

**Type Crosswalk**

**Classification Bicycles on Crosswalk**

	Cervantes St Eastbound	Cervantes St Westbound	Alcaniz St Northbound	MLK Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 3\_MLK/Alcaniz St at Cervantes St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 3**

**Project**

**MLK/Alcaniz St at Cervantes St**

**Tuesday TMC**

**Type Road**

**Classification Bicycles on Road**

	Cervantes St Eastbound				Cervantes St Westbound				Alcaniz St Northbound				MLK Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:45	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Study Name 3\_MLK/Alcaniz St at Cervantes St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 3**

**Project**

**MLK/Alcaniz St at Cervantes St**

**Tuesday TMC**

**Type Road  
Classification Totals**

Start Time	Cervantes St Eastbound				Cervantes St Westbound				Alcaniz St Northbound				MLK Southbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	177	14	0	9	198	0	0	0	0	0	5	4	6	
7:15	0	0	270	18	0	23	208	0	0	0	0	0	9	9	19	
7:30	0	0	311	27	0	37	361	0	0	0	0	0	6	8	9	
7:45	0	1	264	30	0	30	373	0	0	0	0	0	10	6	20	
8:00	0	0	235	22	0	29	263	0	0	0	0	0	13	8	12	
8:15	0	0	184	13	0	25	215	0	0	0	0	0	6	6	20	
8:30	0	0	173	13	0	24	190	0	0	0	0	0	10	12	12	
8:45	0	0	208	18	0	45	187	0	0	0	0	0	4	12	8	
16:00	0	0	272	16	0	12	247	0	0	0	0	0	10	10	17	
16:15	0	1	270	12	0	21	239	0	0	0	0	0	10	10	22	
16:30	0	0	283	23	0	14	224	0	0	0	0	0	14	12	27	
16:45	0	0	294	12	0	23	263	0	0	0	1	0	11	10	19	
17:00	0	0	300	6	0	16	264	1	0	0	0	0	12	9	14	
17:15	0	0	321	18	0	24	227	0	0	0	0	0	15	13	22	
17:30	0	0	244	8	0	17	224	1	0	0	1	0	9	4	18	
17:45	0	0	168	8	0	16	193	0	0	0	0	0	9	8	12	

**Study Name 4\_Cervantes St at Haynes St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 4**

**Project**

**Cervantes St at Haynes St**

**Tuesday TMC**

**Type Road**

**Classification Light Vehicles**

	Cervantes St Eastbound				Cervantes St Westbound				Haynes St Northbound				Haynes St Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	70	189	0	0	0	186	23		2	3	1		0	0	0
7:15	0	70	283	0	0	0	193	36		1	5	4		0	0	0
7:30	0	81	339	0	0	0	287	83		5	7	4		0	0	0
7:45	0	71	272	0	0	0	319	75		5	16	11		0	0	0
8:00	0	86	242	0	0	0	216	43		1	5	8		0	0	0
8:15	0	61	179	0	0	0	190	38		1	4	1		0	0	0
8:30	0	60	176	0	0	0	145	48		2	4	5		0	0	0
8:45	0	68	210	0	0	0	170	28		3	7	4		0	0	0
16:00	0	109	268	0	0	0	198	60		2	17	9		0	0	0
16:15	0	92	272	0	0	0	197	60		3	17	9		0	0	0
16:30	0	108	298	1	0	0	185	57		3	22	8		0	0	0
16:45	0	106	302	0	0	0	228	57		1	12	6		0	0	0
17:00	0	102	289	0	0	0	203	68		5	29	13		0	0	0
17:15	0	101	331	0	0	0	187	66		2	16	13		0	0	0
17:30	0	101	239	0	0	0	199	46		1	10	6		0	0	0
17:45	0	70	177	0	0	0	179	26		2	8	4		0	0	0

**Study Name 4\_Cervantes St at Haynes St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 4**

**Project**

**Cervantes St at Haynes St**

**Tuesday TMC**

**Type Road**

**Classification Heavy Vehicles**

	Cervantes St Eastbound				Cervantes St Westbound				Haynes St Northbound				Haynes St Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	1	2	0	0	0	1	0	0	0	0	0	0	0	0	0
7:15	0	1	2	0	0	0	4	0	0	0	0	0	0	0	0	0
7:30	0	4	2	0	0	0	2	0	0	0	0	0	0	0	0	0
7:45	0	2	8	0	0	0	1	0	0	0	0	0	0	0	0	0
8:00	0	0	4	0	0	0	3	2	0	0	0	0	0	0	0	0
8:15	0	0	12	0	0	0	6	1	0	0	0	0	0	0	0	0
8:30	0	5	4	0	0	0	2	2	0	0	0	0	0	0	0	0
8:45	0	1	8	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
16:15	0	3	3	0	0	0	4	1	0	0	0	0	0	0	0	0
16:30	0	3	4	0	0	0	1	1	0	0	0	0	0	0	0	0
16:45	0	2	1	0	0	0	1	1	0	1	0	0	0	0	0	0
17:00	0	4	2	0	0	0	1	0	0	0	0	0	0	0	0	0
17:15	0	1	2	0	0	0	5	0	0	1	0	0	0	0	0	0
17:30	0	2	1	0	0	0	1	0	0	0	0	0	0	0	0	0
17:45	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0



**Study Name 4\_Cervantes St at Haynes St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 4**

**Project**

**Cervantes St at Haynes St**

**Tuesday TMC**

**Type Crosswalk**

**Classification Pedestrians**

	Cervantes St Eastbound	Cervantes St Westbound	Haynes St Northbound	Haynes St Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	2	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	0	1	1	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 4\_Cervantes St at Haynes St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 4**

**Project**

**Cervantes St at Haynes St**

**Tuesday TMC**

**Type Crosswalk**

**Classification Bicycles on Crosswalk**

	Cervantes St Eastbound	Cervantes St Westbound	Haynes St Northbound	Haynes St Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	1	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	1	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 4\_Cervantes St at Haynes St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 4**

**Project**

**Cervantes St at Haynes St**

**Tuesday TMC**

**Type Road**

**Classification Bicycles on Road**

	Cervantes St Eastbound				Cervantes St Westbound				Haynes St Northbound				Haynes St Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:45	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0

**Study Name 4\_Cervantes St at Haynes St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 4**

**Project**

**Cervantes St at Haynes St**

**Tuesday TMC**

**Type Road  
Classification Totals**

	Cervantes St Eastbound				Cervantes St Westbound				Haynes St Northbound				Haynes St Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	71	191	0	0	0	187	23	2	3	1		0	0	0	0
7:15	0	71	285	0	0	0	197	36	1	5	4		0	0	0	0
7:30	0	85	341	0	0	0	289	83	5	7	4		0	0	0	0
7:45	0	73	280	0	0	0	320	75	5	16	11		0	0	0	0
8:00	0	86	246	0	0	0	219	45	1	5	8		0	0	0	0
8:15	0	61	191	0	0	0	196	39	1	4	1		0	0	0	0
8:30	0	65	180	0	0	0	147	50	2	4	5		0	0	0	0
8:45	0	69	218	0	0	0	170	28	3	7	4		0	0	0	0
16:00	0	109	268	0	0	0	199	60	2	17	9		0	0	0	0
16:15	0	95	275	0	0	0	201	61	3	17	9		0	0	0	0
16:30	0	111	302	1	0	0	186	58	3	22	8		0	0	0	0
16:45	0	108	303	0	0	0	230	58	1	13	6		0	0	0	0
17:00	0	106	291	0	0	0	204	68	5	29	13		0	0	0	0
17:15	0	102	333	0	0	0	192	66	2	17	13		0	0	0	0
17:30	0	103	240	0	0	0	200	46	1	10	6		0	0	0	0
17:45	0	70	178	0	0	0	180	27	2	8	5		0	0	0	0

**Study Name 5\_MLK at Blount St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 5**

**Project**

**MLK at Blount St**

**Tuesday TMC**

**Type Road**

**Classification Light Vehicles**

Start Time	Blount St Eastbound				Blount St Westbound				MLK Northbound				MLK Southbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	13	1	0	0	14	0	0	0	0	0	0	8	3	
7:15	0	0	25	4	0	1	36	0	0	0	0	0	0	23	3	
7:30	0	0	32	1	0	2	61	0	0	0	0	0	3	19	4	
7:45	0	0	29	1	0	2	72	0	0	0	0	0	2	26	5	
8:00	0	0	15	3	0	4	34	0	0	0	0	0	2	18	7	
8:15	0	0	24	3	0	4	21	0	0	0	0	0	2	25	8	
8:30	0	0	11	2	0	0	18	0	0	0	0	0	0	23	4	
8:45	0	0	9	2	0	2	26	0	0	0	0	0	1	22	7	
16:00	0	0	42	4	0	2	28	0	0	0	0	0	3	32	6	
16:15	0	0	34	0	0	6	23	0	0	0	0	0	2	29	3	
16:30	0	0	40	5	0	0	22	0	0	0	0	0	3	47	3	
16:45	0	0	50	3	0	1	18	0	0	0	0	0	2	36	6	
17:00	0	0	55	3	0	0	34	0	0	0	0	0	1	32	4	
17:15	0	0	40	6	0	1	18	0	0	0	0	0	3	36	6	
17:30	0	0	30	4	0	0	17	0	0	0	0	0	3	35	1	
17:45	0	0	22	0	0	1	17	0	0	0	0	0	1	29	6	

**Study Name 5\_MLK at Blount St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 5**

**Project**

**MLK at Blount St**

**Tuesday TMC**

**Type Road**

**Classification Heavy Vehicles**

	Blount St Eastbound				Blount St Westbound				MLK Northbound				MLK Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0	0	0	0	1	0	0	0	0	0	0	3	0	0
7:15	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
7:30	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
7:45	0	0	0	0	0	0	1	0	0	0	0	0	0	3	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0
8:15	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0
8:30	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
8:45	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0
16:45	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0
17:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0



**Study Name 5\_MLK at Blount St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 5**

**Project**

**MLK at Blount St**

**Tuesday TMC**

**Type Crosswalk**

**Classification Pedestrians**

	Blount St Eastbound	Blount St Westbound	MLK Northbound	MLK Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	1	0	0
8:00	1	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	2	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	1

**Study Name 5\_MLK at Blount St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 5**

**Project**

**MLK at Blount St**

**Tuesday TMC**

**Type Crosswalk**

**Classification Bicycles on Crosswalk**

	Blount St Eastbound	Blount St Westbound	MLK Northbound	MLK Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	1	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 5\_MLK at Blount St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 5**

**Project**

**MLK at Blount St**

**Tuesday TMC**

**Type Road**

**Classification Bicycles on Road**

	Blount St Eastbound				Blount St Westbound				MLK Northbound				MLK Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:15	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Study Name 5\_MLK at Blount St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 5**

**Project**

**MLK at Blount St**

**Tuesday TMC**

**Type Road**

**Classification Totals**

Start Time	Blount St Eastbound				Blount St Westbound				MLK Northbound				MLK Southbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	13	1	0	0	15	0	0	0	0	0	0	11	3	
7:15	0	0	25	4	0	1	36	0	0	0	0	0	0	24	4	
7:30	0	0	32	1	0	2	61	0	0	0	0	0	3	20	5	
7:45	0	0	29	1	0	2	73	0	0	0	0	0	2	30	5	
8:00	0	0	15	3	0	4	34	0	0	0	0	0	2	20	7	
8:15	0	0	24	3	0	4	21	0	0	0	0	0	2	27	8	
8:30	0	0	11	2	0	0	18	0	0	0	0	0	0	24	4	
8:45	0	0	9	2	0	2	26	0	0	0	0	0	1	23	7	
16:00	0	0	42	4	0	2	28	0	0	0	0	0	3	33	6	
16:15	0	0	34	0	0	6	23	1	0	0	0	0	2	29	3	
16:30	0	0	40	5	0	0	22	0	0	0	0	0	3	51	3	
16:45	0	0	50	3	0	1	18	0	0	0	0	0	3	36	6	
17:00	0	0	56	3	0	0	34	0	0	0	0	0	1	33	4	
17:15	0	0	40	6	0	1	18	0	0	0	0	0	3	36	6	
17:30	0	0	31	4	0	0	17	0	0	0	0	0	3	35	1	
17:45	0	0	22	0	0	1	17	0	0	0	0	0	1	30	6	

**Study Name 6\_MLK at Jordan St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 6**

**Project**

**MLK at Jordan St**

**Tuesday TMC**

**Type Road**

**Classification Light Vehicles**

	Jordan St Eastbound				Jordan St Westbound				MLK Northbound				MLK Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		0	59	3		0	0	0		0	0	0		5	17	0
7:15		0	82	3		0	0	0		0	0	0		4	23	0
7:30		0	88	8		0	0	0		0	0	0		3	19	0
7:45		0	52	8		0	0	0		0	0	0		4	25	0
8:00		0	46	9		0	0	0		0	0	0		5	23	0
8:15		0	43	8		0	0	0		0	0	0		5	24	0
8:30		0	38	4		0	0	0		0	0	0		5	31	0
8:45		0	43	6		0	0	0		0	0	0		6	25	0
16:00		0	52	7		0	0	0		0	0	0		4	37	0
16:15		0	57	16		0	0	0		0	0	0		8	26	0
16:30		0	58	10		0	0	0		0	0	0		3	44	0
16:45		0	80	10		0	0	0		0	0	0		2	34	0
17:00		0	57	17		0	0	0		0	0	0		5	23	0
17:15		0	48	18		0	0	0		0	0	0		7	39	0
17:30		0	34	24		0	0	0		0	0	0		2	29	0
17:45		0	41	12		0	0	0		0	0	0		2	24	0

**Study Name 6\_MLK at Jordan St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 6**

**Project**

**MLK at Jordan St**

**Tuesday TMC**

**Type Road**

**Classification Heavy Vehicles**

	Jordan St Eastbound				Jordan St Westbound				MLK Northbound				MLK Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		0	0	0		0	0	0		0	0	0		0	2	0
7:15		0	0	0		0	0	0		0	0	0		1	2	0
7:30		0	0	0		0	0	0		0	0	0		0	2	0
7:45		0	0	1		0	0	0		0	0	0		0	1	0
8:00		0	0	0		0	0	0		0	0	0		0	2	0
8:15		0	2	1		0	0	0		0	0	0		1	1	0
8:30		0	0	1		0	0	0		0	0	0		0	2	0
8:45		0	1	0		0	0	0		0	0	0		0	1	0
16:00		0	2	0		0	0	0		0	0	0		0	1	0
16:15		0	2	0		0	0	0		0	0	0		0	2	0
16:30		0	0	0		0	0	0		0	0	0		0	4	0
16:45		0	0	0		0	0	0		0	0	0		0	1	0
17:00		0	1	0		0	0	0		0	0	0		0	1	0
17:15		0	0	0		0	0	0		0	0	0		0	0	0
17:30		0	0	1		0	0	0		0	0	0		0	0	0
17:45		0	1	0		0	0	0		0	0	0		0	1	0

**Study Name 6\_MLK at Jordan St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 6**

**Project**

**MLK at Jordan St**

**Tuesday TMC**

**Type Road**

**Classification Bicycles on Road**

	Jordan St Eastbound				Jordan St Westbound				MLK Northbound				MLK Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		0	0	0		0	0	0		0	0	0		0	0	0
7:15		0	0	0		0	0	0		0	0	0		0	0	0
7:30		0	0	0		0	0	0		0	0	0		0	1	0
7:45		1	0	0		0	0	0		0	0	0		0	0	0
8:00		0	0	0		0	0	0		0	0	0		0	0	0
8:15		0	0	0		0	0	0		0	0	0		0	0	0
8:30		0	1	0		0	0	0		0	0	0		0	0	0
8:45		0	0	0		0	0	0		0	0	0		0	0	0
16:00		0	0	0		0	0	0		0	0	0		0	0	0
16:15		0	2	0		0	1	0		0	0	0		0	0	0
16:30		0	0	0		0	0	0		0	0	0		0	0	0
16:45		0	0	0		0	0	0		0	0	0		0	0	0
17:00		0	0	0		0	0	0		0	0	0		0	0	0
17:15		0	0	0		0	0	0		0	0	0		0	0	0
17:30		0	0	0		0	0	0		0	0	0		0	0	0
17:45		0	0	0		0	0	0		0	0	0		0	0	0



**Study Name 6\_MLK at Jordan St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 6**

**Project**

**MLK at Jordan St**

**Tuesday TMC**

**Type Road**

**Classification Totals**

	Jordan St Eastbound				Jordan St Westbound				MLK Northbound				MLK Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		0	59	3		0	0	0		0	0	0		5	19	0
7:15		0	82	3		0	0	0		0	0	0		5	25	0
7:30		0	88	8		0	0	0		0	0	0		3	22	0
7:45		1	52	9		0	0	0		0	0	0		4	26	0
8:00		0	46	9		0	0	0		0	0	0		5	25	0
8:15		0	45	9		0	0	0		0	0	0		6	25	0
8:30		0	39	5		0	0	0		0	0	0		5	33	0
8:45		0	44	6		0	0	0		0	0	0		6	26	0
16:00		0	54	7		0	0	0		0	0	0		4	38	0
16:15		0	61	16		0	1	0		0	0	0		8	28	0
16:30		0	58	10		0	0	0		0	0	0		3	48	0
16:45		0	80	10		0	0	0		0	0	0		2	35	0
17:00		0	58	17		0	0	0		0	0	0		5	24	0
17:15		0	48	18		0	0	0		0	0	0		7	39	0
17:30		0	34	25		0	0	0		0	0	0		2	29	0
17:45		0	42	12		0	0	0		0	0	0		2	25	0

**Study Name 7\_Jordan St at Hayne St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 7**

**Project**

**Jordan St at Hayne St**

**Tuesday TMC**

**Type Road**

**Classification Light Vehicles**

	Jordan St Eastbound				Jordan St Westbound				Hayne St Northbound				Hayne St Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		25	61	0		0	0	0		0	12	2		0	0	0
7:15		36	85	0		0	0	0		0	15	0		0	0	0
7:30		43	95	0		0	0	0		0	29	1		0	0	0
7:45		38	61	0		0	0	0		0	23	2		0	0	0
8:00		33	51	0		0	0	0		0	7	2		0	0	0
8:15		41	51	0		0	0	0		0	10	2		0	0	0
8:30		34	42	0		0	0	0		0	15	1		0	0	0
8:45		27	49	0		0	0	0		0	10	1		0	0	0
16:00		70	55	0		0	0	0		0	26	3		0	0	0
16:15		57	73	0		0	0	0		0	18	0		0	0	0
16:30		96	66	0		0	0	0		0	21	3		0	0	0
16:45		86	82	0		0	0	0		0	14	7		0	0	0
17:00		102	73	0		0	0	0		0	30	2		0	0	0
17:15		68	63	0		0	0	0		0	36	3		0	0	0
17:30		53	55	0		0	0	0		0	26	3		0	0	0
17:45		38	53	0		0	0	0		0	10	0		0	0	0

**Study Name 7\_Jordan St at Hayne St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 7**

**Project**

**Jordan St at Hayne St**

**Tuesday TMC**

**Type Road**

**Classification Heavy Vehicles**

	Jordan St Eastbound				Jordan St Westbound				Hayne St Northbound				Hayne St Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		1	0	0		0	0	0		0	2	0		0	0	0
7:15		2	0	0		0	0	0		0	0	0		0	0	0
7:30		0	0	0		0	0	0		0	1	0		0	0	0
7:45		0	1	0		0	0	0		0	0	0		0	0	0
8:00		1	0	0		0	0	0		0	0	0		0	0	0
8:15		1	3	0		0	0	0		0	0	0		0	0	0
8:30		0	0	0		0	0	0		0	0	0		0	0	0
8:45		0	1	0		0	0	0		0	0	0		0	0	0
16:00		1	2	0		0	0	0		0	0	0		0	0	0
16:15		1	1	0		0	0	0		0	0	1		0	0	0
16:30		2	0	0		0	0	0		0	0	0		0	0	0
16:45		0	0	0		0	0	0		0	0	0		0	0	0
17:00		0	1	0		0	0	0		0	0	0		0	0	0
17:15		0	0	0		0	0	0		0	1	0		0	0	0
17:30		0	1	0		0	0	0		0	1	0		0	0	0
17:45		0	1	0		0	0	0		0	1	0		0	0	0

**Study Name 7\_Jordan St at Hayne St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 7**

**Project**

**Jordan St at Hayne St**

**Tuesday TMC**

**Type Road**

**Classification Bicycles on Road**

	Jordan St Eastbound				Jordan St Westbound				Hayne St Northbound				Hayne St Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		1	0	0		0	0	0		0	0	0		0	0	0
7:15		0	0	0		0	0	0		0	0	0		0	0	0
7:30		0	0	0		0	0	0		0	0	0		0	0	0
7:45		0	0	0		0	0	0		0	0	0		0	0	0
8:00		0	0	0		0	0	0		0	0	0		0	0	0
8:15		0	0	0		0	0	0		0	0	0		0	0	0
8:30		0	1	0		0	0	0		0	0	0		0	0	0
8:45		0	0	1		0	0	0		0	0	0		0	0	0
16:00		0	0	0		0	0	0		0	0	0		0	0	0
16:15		0	1	0		0	0	0		0	0	0		0	0	0
16:30		0	0	0		0	0	0		0	0	0		0	1	0
16:45		0	0	0		0	0	0		0	0	0		0	0	0
17:00		0	0	0		0	0	0		0	0	0		0	0	0
17:15		0	0	0		0	0	0		0	0	0		0	0	0
17:30		0	0	0		0	0	0		0	0	0		0	0	0
17:45		0	0	0		0	0	0		1	0	0		0	0	0

**Study Name 7\_Jordan St at Hayne St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 7**

**Project**

**Jordan St at Hayne St**

**Tuesday TMC**

**Type Road  
Classification Totals**

	Jordan St Eastbound				Jordan St Westbound				Hayne St Northbound				Hayne St Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		27	61	0		0	0	0		0	14	2		0	0	0
7:15		38	85	0		0	0	0		0	15	0		0	0	0
7:30		43	95	0		0	0	0		0	30	1		0	0	0
7:45		38	62	0		0	0	0		0	23	2		0	0	0
8:00		34	51	0		0	0	0		0	7	2		0	0	0
8:15		42	54	0		0	0	0		0	10	2		0	0	0
8:30		34	43	0		0	0	0		0	15	1		0	0	0
8:45		27	50	1		0	0	0		0	10	1		0	0	0
16:00		71	57	0		0	0	0		0	26	3		0	0	0
16:15		58	75	0		0	0	0		0	18	1		0	0	0
16:30		98	66	0		0	0	0		0	21	3		0	1	0
16:45		86	82	0		0	0	0		0	14	7		0	0	0
17:00		102	74	0		0	0	0		0	30	2		0	0	0
17:15		68	63	0		0	0	0		0	37	3		0	0	0
17:30		53	56	0		0	0	0		0	27	3		0	0	0
17:45		38	54	0		0	0	0		1	11	0		0	0	0

**Study Name 8\_MLK at Maxwell St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 8**

**Project**

**MLK at Maxwell St**

**Tuesday TMC**

**Type Road**

**Classification Light Vehicles**

	Maxwell St Eastbound				Maxwell St Westbound				MLK Northbound				MLK Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		0	0	0		2	45	0		0	0	0		0	20	8
7:15		0	0	0		1	65	0		0	0	0		0	24	11
7:30		0	0	0		1	77	0		0	0	0		0	21	4
7:45		0	0	0		1	60	0		0	0	0		0	27	6
8:00		0	0	0		0	57	0		0	0	0		0	29	10
8:15		0	0	0		3	49	0		0	0	0		0	30	11
8:30		0	0	0		5	47	0		0	0	0		0	32	12
8:45		0	0	0		3	35	0		0	0	0		0	31	6
16:00		0	0	0		2	42	0		0	0	0		0	40	6
16:15		0	0	0		5	48	0		0	0	0		0	27	11
16:30		0	0	0		2	52	0		0	0	0		0	48	14
16:45		0	0	0		1	40	0		0	0	0		0	33	11
17:00		0	0	0		1	47	0		0	0	0		0	30	15
17:15		0	0	0		3	34	0		0	0	0		0	43	9
17:30		0	0	0		3	40	0		0	0	0		0	28	12
17:45		0	0	0		0	19	0		0	0	0		0	25	5

**Study Name 8\_MLK at Maxwell St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 8**

**Project**

**MLK at Maxwell St**

**Tuesday TMC**

**Type Road**

**Classification Heavy Vehicles**

	Maxwell St Eastbound				Maxwell St Westbound				MLK Northbound				MLK Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		0	0	0		0	0	0		0	0	0		0	2	0
7:15		0	0	0		1	0	0		0	0	0		0	2	0
7:30		0	0	0		0	0	0		0	0	0		0	2	0
7:45		0	0	0		0	1	0		0	0	0		0	1	1
8:00		0	0	0		0	0	0		0	0	0		0	2	0
8:15		0	0	0		0	0	0		0	0	0		0	2	0
8:30		0	0	0		1	0	0		0	0	0		0	1	0
8:45		0	0	0		0	0	0		0	0	0		0	1	0
16:00		0	0	0		0	0	0		0	0	0		0	1	0
16:15		0	0	0		0	0	0		0	0	0		0	1	0
16:30		0	0	0		0	0	0		0	0	0		0	4	1
16:45		0	0	0		0	0	0		0	0	0		0	1	1
17:00		0	0	0		0	0	0		0	0	0		0	1	0
17:15		0	0	0		0	0	0		0	0	0		0	0	0
17:30		0	0	0		0	0	0		0	0	0		0	1	0
17:45		0	0	0		0	0	0		0	0	0		0	0	0



**Study Name 8\_MLK at Maxwell St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 8**

**Project**

**MLK at Maxwell St**

**Tuesday TMC**

**Type Crosswalk**

**Classification Pedestrians**

	Maxwell St Eastbound	Maxwell St Westbound	MLK Northbound	MLK Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	1	0	0	0
7:30	0	1	1	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	2	0
16:15	0	0	2	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	1	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 8\_MLK at Maxwell St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 8**

**Project**

**MLK at Maxwell St**

**Tuesday TMC**

**Type Crosswalk**

**Classification Bicycles on Crosswalk**

	Maxwell St Eastbound	Maxwell St Westbound	MLK Northbound	MLK Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	1	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	1	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	1	0
16:15	0	0	0	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 8\_MLK at Maxwell St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 8**

**Project**

**MLK at Maxwell St**

**Tuesday TMC**

**Type Road**

**Classification Bicycles on Road**

	Maxwell St Eastbound				Maxwell St Westbound				MLK Northbound				MLK Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		0	0	0		0	0	0		0	0	0		0	0	0
7:15		0	0	0		0	0	0		0	0	0		0	0	0
7:30		0	0	0		0	0	0		0	0	0		0	1	0
7:45		0	0	0		0	0	0		0	0	0		0	0	0
8:00		0	0	0		0	0	0		0	0	0		0	0	0
8:15		0	0	0		0	0	0		0	0	0		0	0	0
8:30		0	0	0		0	0	0		0	0	0		0	0	0
8:45		0	0	0		0	0	0		0	0	0		0	0	0
16:00		0	1	0		0	0	0		0	0	0		0	0	0
16:15		0	0	0		0	0	0		0	0	0		0	0	0
16:30		0	0	0		0	1	0		0	0	0		0	0	0
16:45		0	0	0		0	0	0		0	0	0		0	0	0
17:00		0	0	0		0	1	0		0	0	0		0	0	0
17:15		0	0	0		0	0	0		0	0	0		0	0	0
17:30		0	0	0		0	1	0		0	0	0		0	0	0
17:45		0	0	0		0	0	0		0	0	0		0	0	0

**Study Name 8\_MLK at Maxwell St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 8**

**Project**

**MLK at Maxwell St**

**Tuesday TMC**

**Type Road  
Classification Totals**

	Maxwell St Eastbound				Maxwell St Westbound				MLK Northbound				MLK Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		0	0	0		2	45	0		0	0	0		0	22	8
7:15		0	0	0		2	65	0		0	0	0		0	26	11
7:30		0	0	0		1	77	0		0	0	0		0	24	4
7:45		0	0	0		1	61	0		0	0	0		0	28	7
8:00		0	0	0		0	57	0		0	0	0		0	31	10
8:15		0	0	0		3	49	0		0	0	0		0	32	11
8:30		0	0	0		6	47	0		0	0	0		0	33	12
8:45		0	0	0		3	35	0		0	0	0		0	32	6
16:00		0	1	0		2	42	0		0	0	0		0	41	6
16:15		0	0	0		5	48	0		0	0	0		0	28	11
16:30		0	0	0		2	53	0		0	0	0		0	52	15
16:45		0	0	0		1	40	0		0	0	0		0	34	12
17:00		0	0	0		1	48	0		0	0	0		0	31	15
17:15		0	0	0		3	34	0		0	0	0		0	43	9
17:30		0	0	0		3	41	0		0	0	0		0	29	12
17:45		0	0	0		0	19	0		0	0	0		0	25	5

**Study Name 9\_Maxwell St at Hayne St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 9**

**Project**

**Maxwell St at Hayne St**

**Tuesday TMC**

**Type Road**

**Classification Light Vehicles**

	Maxwell St Eastbound				Maxwell St Westbound				Hayne St Northbound				Hayne St Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		0	0	0		0	20	32		3	33	0		0	0	0
7:15		0	0	0		0	41	36		1	50	0		0	0	0
7:30		0	0	0		0	34	48		6	68	0		0	0	0
7:45		0	0	0		0	34	37		2	59	0		0	0	0
8:00		0	0	0		0	36	31		2	37	0		0	0	0
8:15		0	0	0		0	28	33		1	50	0		0	0	0
8:30		0	0	0		0	25	31		1	48	0		0	0	0
8:45		0	0	0		0	20	25		1	36	0		0	0	0
16:00		0	0	0		0	22	24		4	93	0		0	0	0
16:15		0	0	0		0	30	30		2	70	0		0	0	0
16:30		0	0	0		0	37	35		4	116	0		0	0	0
16:45		0	0	0		0	33	27		2	94	0		0	0	0
17:00		0	0	0		0	26	32		4	126	0		0	0	0
17:15		0	0	0		0	16	28		8	94	0		0	0	0
17:30		0	0	0		0	27	22		4	77	0		0	0	0
17:45		0	0	0		0	14	14		5	53	0		0	0	0

**Study Name 9\_Maxwell St at Hayne St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 9**

**Project**

**Maxwell St at Hayne St**

**Tuesday TMC**

**Type Road**

**Classification Heavy Vehicles**

	Maxwell St Eastbound				Maxwell St Westbound				Hayne St Northbound				Hayne St Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		0	0	0		0	0	0		2	1	0		0	0	0
7:15		0	0	0		0	0	0		0	2	0		0	0	0
7:30		0	0	0		0	0	0		1	0	0		0	0	0
7:45		0	0	0		0	1	1		0	0	0		0	0	0
8:00		0	0	0		0	0	0		0	1	0		0	0	0
8:15		0	0	0		0	0	0		0	1	0		0	0	0
8:30		0	0	0		0	0	0		0	0	0		0	0	0
8:45		0	0	0		0	0	0		0	0	0		0	0	0
16:00		0	0	0		0	0	0		0	2	0		0	0	0
16:15		0	0	0		0	0	0		0	2	0		0	0	0
16:30		0	0	0		0	1	0		0	1	0		0	0	0
16:45		0	0	0		0	0	1		0	0	0		0	0	0
17:00		0	0	0		0	0	0		0	0	0		0	0	0
17:15		0	0	0		0	0	0		0	1	0		0	0	0
17:30		0	0	0		0	0	0		0	1	0		0	0	0
17:45		0	0	0		0	0	0		0	2	0		0	0	0

**Study Name 9\_Maxwell St at Hayne St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 9**

**Project**

**Maxwell St at Hayne St**

**Tuesday TMC**

**Type Crosswalk**

**Classification Pedestrians**

	Maxwell St Eastbound	Maxwell St Westbound	Hayne St Northbound	Hayne St Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	1
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	0



**Study Name 9\_Maxwell St at Hayne St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 9**

**Project**

**Maxwell St at Hayne St**

**Tuesday TMC**

**Type Crosswalk**

**Classification Bicycles on Crosswalk**

	Maxwell St Eastbound	Maxwell St Westbound	Hayne St Northbound	Hayne St Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	1	0
16:15	0	0	0	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	0	0
17:30	0	0	0	1
17:45	0	0	0	0

**Study Name 9\_Maxwell St at Hayne St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 9**

**Project**

**Maxwell St at Hayne St**

**Tuesday TMC**

**Type Road**

**Classification Bicycles on Road**

	Maxwell St Eastbound				Maxwell St Westbound				Hayne St Northbound				Hayne St Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		0	0	0		0	0	0		0	0	1		0	0	0
7:15		0	0	0		0	0	0		0	0	0		0	0	0
7:30		0	0	0		1	0	0		0	0	0		0	0	0
7:45		0	0	0		0	0	0		0	0	0		0	0	0
8:00		0	0	0		0	0	0		0	0	0		0	0	0
8:15		0	0	0		0	0	0		0	0	0		0	0	0
8:30		0	0	0		0	0	0		0	0	0		0	0	0
8:45		0	0	0		0	0	0		0	0	0		0	0	0
16:00		0	0	0		0	0	0		0	0	0		0	0	0
16:15		0	0	0		0	0	0		0	0	0		0	0	0
16:30		0	0	0		1	0	0		0	0	0		0	0	0
16:45		0	0	0		0	0	0		0	0	0		0	0	0
17:00		0	0	0		0	1	0		0	0	0		0	0	0
17:15		0	0	0		0	0	0		0	0	0		0	0	0
17:30		0	0	0		0	0	0		0	0	0		0	0	0
17:45		0	0	0		0	0	0		0	0	0		0	0	0

**Study Name 9\_Maxwell St at Hayne St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 9**

**Project**

**Maxwell St at Hayne St**

**Tuesday TMC**

**Type Road  
Classification Totals**

	Maxwell St Eastbound				Maxwell St Westbound				Hayne St Northbound				Hayne St Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		0	0	0		0	20	32		5	34	1		0	0	0
7:15		0	0	0		0	41	36		1	52	0		0	0	0
7:30		0	0	0		1	34	48		7	68	0		0	0	0
7:45		0	0	0		0	35	38		2	59	0		0	0	0
8:00		0	0	0		0	36	31		2	38	0		0	0	0
8:15		0	0	0		0	28	33		1	51	0		0	0	0
8:30		0	0	0		0	25	31		1	48	0		0	0	0
8:45		0	0	0		0	20	25		1	36	0		0	0	0
16:00		0	0	0		0	22	24		4	95	0		0	0	0
16:15		0	0	0		0	30	30		2	72	0		0	0	0
16:30		0	0	0		1	38	35		4	117	0		0	0	0
16:45		0	0	0		0	33	28		2	94	0		0	0	0
17:00		0	0	0		0	27	32		4	126	0		0	0	0
17:15		0	0	0		0	16	28		8	95	0		0	0	0
17:30		0	0	0		0	27	22		4	78	0		0	0	0
17:45		0	0	0		0	14	14		5	55	0		0	0	0

**Study Name 10\_MLK at Cross St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 10**

**Project**

**MLK at Cross St**

**Tuesday TMC**

**Type Road**

**Classification Light Vehicles**

	Cross St Eastbound				Cross St Westbound				MLK Northbound				MLK Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	7	2	0	0	6	0	0	0	0	0	0	0	26	2
7:15	0	0	15	1	0	1	8	0	0	0	0	0	0	0	30	4
7:30	0	0	14	2	0	0	18	0	0	0	0	0	0	0	26	7
7:45	1	0	17	4	0	1	17	0	0	0	0	0	3	27	9	
8:00	0	0	15	2	0	2	12	0	0	0	0	0	1	32	6	
8:15	0	0	15	3	0	0	10	0	0	0	0	0	1	38	5	
8:30	0	0	13	5	0	0	5	0	0	0	0	0	0	32	8	
8:45	0	0	4	4	0	1	2	0	0	0	0	0	2	41	3	
16:00	0	0	14	3	0	1	15	0	0	0	0	0	1	47	8	
16:15	0	0	14	4	0	1	14	0	0	0	0	0	0	29	6	
16:30	0	0	16	9	0	1	19	0	0	0	0	0	3	49	7	
16:45	0	0	13	5	0	0	18	0	0	0	0	0	2	36	10	
17:00	0	0	19	7	0	0	1	0	0	0	0	0	6	43	7	
17:15	0	0	21	4	0	1	12	0	0	0	0	0	3	39	8	
17:30	0	0	9	6	0	0	7	0	0	0	0	0	2	34	5	
17:45	0	0	14	3	0	1	3	0	0	0	0	0	1	31	4	

**Study Name 10\_MLK at Cross St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 10**

**Project**

**MLK at Cross St**

**Tuesday TMC**

**Type Road**

**Classification Heavy Vehicles**

Start Time	Cross St Eastbound				Cross St Westbound				MLK Northbound				MLK Southbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	2	0	0	0	0	0	0	0	0	0	0	0	1	0
7:15	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2	0
7:30	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1	0
7:45	0	0	5	1	1	0	3	0	0	0	0	0	0	0	2	0
8:00	0	0	0	0	0	0	3	0	0	0	0	0	0	0	3	0
8:15	0	0	0	0	0	1	0	0	0	0	0	0	0	0	3	0
8:30	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	1
8:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
16:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0
16:45	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	1
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Study Name 10\_MLK at Cross St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 10**

**Project**

**MLK at Cross St**

**Tuesday TMC**

**Type Crosswalk**

**Classification Pedestrians**

	Cross St Eastbound	Cross St Westbound	MLK Northbound	MLK Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	1	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	1	0	0
8:15	0	1	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	1	0	0	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	0	0
17:30	0	0	0	1
17:45	0	0	0	0

**Study Name 10\_MLK at Cross St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 10**

**Project**

**MLK at Cross St**

**Tuesday TMC**

**Type Crosswalk**

**Classification Bicycles on Crosswalk**

	Cross St Eastbound	Cross St Westbound	MLK Northbound	MLK Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	1	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	2
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	0



**Study Name 10\_MLK at Cross St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 10**

**Project**

**MLK at Cross St**

**Tuesday TMC**

**Type Road**

**Classification Bicycles on Road**

Start Time	Cross St Eastbound				Cross St Westbound				MLK Northbound				MLK Southbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
7:45	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
8:00	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
8:45	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	2	0	0	0	1	0	0	0	0	0	0	0	0	0
17:15	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0

**Study Name 10\_MLK at Cross St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 10**

**Project**

**MLK at Cross St**

**Tuesday TMC**

**Type Road**  
**Classification Totals**

Start Time	Cross St Eastbound				Cross St Westbound				MLK Northbound				MLK Southbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	9	2	0	0	6	0	0	0	0	0	0	27	2	
7:15	0	0	17	1	0	1	8	0	0	0	0	0	0	32	4	
7:30	0	0	15	3	0	0	18	0	0	0	0	0	0	28	7	
7:45	1	0	22	5	1	1	21	0	0	0	0	0	3	29	9	
8:00	0	0	16	2	0	2	15	0	0	0	0	0	1	35	6	
8:15	0	0	15	3	0	1	10	0	0	0	0	0	1	41	5	
8:30	0	0	14	6	0	0	6	0	0	0	0	0	0	32	9	
8:45	0	0	4	4	0	1	2	0	1	0	0	0	2	42	3	
16:00	0	0	15	3	0	1	15	0	0	0	0	0	1	48	8	
16:15	0	0	14	4	0	1	14	0	0	0	0	0	0	31	7	
16:30	0	0	16	9	0	1	19	0	0	0	0	0	3	53	7	
16:45	0	0	13	6	0	0	18	0	0	0	0	0	2	37	11	
17:00	0	0	21	7	0	0	2	0	0	0	0	0	6	44	7	
17:15	0	0	21	4	0	1	13	0	0	0	0	0	3	39	8	
17:30	0	0	9	6	0	0	7	0	0	0	0	0	2	35	5	
17:45	0	0	14	3	0	1	4	0	0	0	0	0	1	31	4	

**Study Name 11\_MLK at Texar Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 11**

**Project**

**MLK at Texar Drive**

**Tuesday TMC**

**Type Road**

**Classification Light Vehicles**

Start Time	Texar Drive Eastbound				Texar Drive Westbound				MLK Northbound				MLK Southbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	61	10	0	4	49	0	0	0	0	0	13	29	6	
7:15	0	0	78	16	0	5	75	0	0	0	0	0	14	23	16	
7:30	0	0	91	10	0	7	80	0	0	0	0	0	14	29	14	
7:45	0	0	77	17	0	5	83	0	0	0	0	0	10	42	21	
8:00	0	0	89	10	0	5	66	0	0	0	0	0	21	37	22	
8:15	0	0	55	10	0	5	54	0	0	0	0	0	15	44	13	
8:30	0	0	67	6	0	9	46	0	0	0	0	0	14	31	17	
8:45	0	0	60	12	0	4	43	0	0	0	0	0	11	41	10	
16:00	0	0	122	13	0	10	36	0	0	0	0	0	22	53	16	
16:15	1	0	97	11	0	11	67	0	0	0	0	0	15	25	10	
16:30	0	0	156	10	0	5	70	0	0	0	0	0	20	44	13	
16:45	0	0	132	10	0	9	48	0	0	0	0	0	21	29	17	
17:00	0	0	141	9	0	8	69	0	0	0	0	0	27	42	16	
17:15	0	0	108	17	0	5	48	0	0	0	0	0	23	34	10	
17:30	0	0	76	17	0	4	52	0	0	0	0	0	14	19	8	
17:45	0	0	49	9	0	4	39	0	0	0	0	0	11	25	9	

**Study Name 11\_MLK at Texar Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 11**

**Project**

**MLK at Texar Drive**

**Tuesday TMC**

**Type Road**

**Classification Heavy Vehicles**

	Texar Drive Eastbound				Texar Drive Westbound				MLK Northbound				MLK Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	4	2	0	0	0	0	0	0	0	0	0	0	0	2
7:15	0	0	2	1	0	0	2	0	0	0	0	0	1	1	1	1
7:30	0	0	3	2	0	0	2	0	0	0	0	0	1	0	0	0
7:45	0	0	4	2	0	0	2	0	0	0	0	0	1	1	3	3
8:00	0	0	5	1	0	0	4	0	0	0	0	0	0	2	3	3
8:15	0	0	7	0	0	0	2	0	0	0	0	0	2	3	2	2
8:30	0	0	4	0	0	0	1	0	0	0	0	0	0	0	4	4
8:45	0	0	5	1	0	0	2	0	0	0	0	0	0	0	2	2
16:00	0	0	1	2	0	0	1	0	0	0	0	0	0	1	1	1
16:15	0	0	2	0	0	1	7	0	0	0	0	0	0	0	3	3
16:30	0	0	1	2	0	0	4	0	0	0	0	0	0	1	2	2
16:45	0	0	1	1	0	0	8	0	0	0	0	0	0	1	7	7
17:00	0	0	1	1	0	0	2	0	0	0	0	0	0	0	1	1
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	3
17:30	0	0	0	1	0	0	2	0	0	0	0	0	0	0	0	0
17:45	0	0	2	0	0	0	2	0	0	0	0	0	0	0	2	2

**Study Name 11\_MLK at Texar Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 11**

**Project**

**MLK at Texar Drive**

**Tuesday TMC**

**Type Crosswalk**

**Classification Pedestrians**

	Texar Drive Eastbound	Texar Drive Westbound	MLK Northbound	MLK Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	1	0	0	1
7:15	0	0	0	1
7:30	0	0	0	0
7:45	2	0	0	0
8:00	0	0	0	0
8:15	0	0	1	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	1	0	0	0
17:15	0	1	0	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 11\_MLK at Texar Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 11**

**Project**

**MLK at Texar Drive**

**Tuesday TMC**

**Type Crosswalk**

**Classification Bicycles on Crosswalk**

	Texar Drive Eastbound	Texar Drive Westbound	MLK Northbound	MLK Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	1
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 11\_MLK at Texar Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 11**

**Project**

**MLK at Texar Drive**

**Tuesday TMC**

**Type Road**

**Classification Bicycles on Road**

	Texar Drive Eastbound				Texar Drive Westbound				MLK Northbound				MLK Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



**Study Name 11\_MLK at Texar Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 11**

**Project**

**MLK at Texar Drive**

**Tuesday TMC**

**Type Road  
Classification Totals**

	Texar Drive Eastbound				Texar Drive Westbound				MLK Northbound				MLK Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	65	12	0	4	49	0	0	0	0	0	13	29	8	
7:15	0	0	80	17	0	5	77	0	0	0	0	0	15	24	17	
7:30	0	0	94	12	0	7	82	0	0	0	0	0	15	29	14	
7:45	0	0	81	19	0	5	85	0	0	0	0	0	11	43	24	
8:00	0	0	94	11	0	5	70	0	0	0	0	0	21	39	25	
8:15	0	0	62	10	0	5	56	0	0	0	0	0	17	47	15	
8:30	0	0	71	6	0	9	47	0	0	0	0	0	14	31	21	
8:45	0	0	65	13	0	4	45	0	0	0	0	0	11	41	12	
16:00	0	0	123	15	0	10	37	0	0	0	0	0	22	54	17	
16:15	1	0	99	11	0	12	74	0	0	0	0	0	15	25	13	
16:30	0	0	157	12	0	5	74	0	0	0	0	0	20	45	15	
16:45	0	0	133	11	0	9	56	0	0	0	0	0	21	30	24	
17:00	0	0	142	10	0	8	71	0	0	0	0	0	27	42	17	
17:15	0	0	108	17	0	5	48	0	0	0	0	0	23	34	13	
17:30	0	0	76	18	0	4	54	0	0	0	0	0	14	19	8	
17:45	0	0	51	9	0	4	41	0	0	0	0	0	11	25	11	

**Study Name 12\_MLK at Hart Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 12**

**Project**

**MLK at Hart Drive**

**Tuesday TMC**

**Type Road**

**Classification Light Vehicles**

Start Time	Driveway Eastbound				Hart Drive Westbound				MLK Northbound				MLK Southbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0	0	0	1	0	0	0	0	0	0	1	49	0	0
7:15	0	0	0	0	0	2	0	0	0	0	0	0	8	52	0	0
7:30	0	0	0	0	0	2	0	0	0	0	0	0	2	57	0	0
7:45	0	0	0	1	0	3	2	0	0	0	0	0	2	78	0	0
8:00	0	0	1	0	0	1	0	0	0	0	0	0	0	71	0	0
8:15	0	0	0	0	0	2	0	0	0	0	0	0	0	74	0	0
8:30	0	0	0	0	0	2	0	0	0	0	0	0	1	62	0	0
8:45	0	0	0	0	0	0	0	0	0	0	0	0	2	60	0	0
16:00	0	0	0	0	0	2	0	0	0	0	0	0	1	75	0	0
16:15	0	0	0	0	0	2	0	0	0	0	0	0	3	58	0	0
16:30	0	0	0	0	0	1	0	0	0	0	0	0	2	57	1	0
16:45	0	0	0	0	0	4	0	0	0	0	0	0	1	69	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	1	75	0	0
17:15	0	0	1	0	0	1	0	0	0	0	0	0	4	65	0	0
17:30	0	0	0	0	0	1	0	0	0	0	0	0	3	36	0	0
17:45	0	0	0	0	0	1	0	0	0	0	0	0	3	48	0	0

**Study Name 12\_MLK at Hart Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 12**

**Project**

**MLK at Hart Drive**

**Tuesday TMC**

**Type Road**

**Classification Heavy Vehicles**

	Driveway Eastbound				Hart Drive Westbound				MLK Northbound				MLK Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0
7:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
7:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
7:45	0	0	0	0	0	1	0	0	0	0	0	0	0	0	2	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0
8:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0
8:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0
8:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0
17:00	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Study Name 12\_MLK at Hart Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 12**

**Project**

**MLK at Hart Drive**

**Tuesday TMC**

**Type Crosswalk**

**Classification Pedestrians**

	Driveway Eastbound	Hart Drive Westbound	MLK Northbound	MLK Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	1	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	0	0	0	0
16:45	0	0	1	0
17:00	0	0	0	0
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 12\_MLK at Hart Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 12**

**Project**

**MLK at Hart Drive**

**Tuesday TMC**

**Type Crosswalk**

**Classification Bicycles on Crosswalk**

	Driveway Eastbound	Hart Drive Westbound	MLK Northbound	MLK Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 12\_MLK at Hart Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 12**

**Project**

**MLK at Hart Drive**

**Tuesday TMC**

**Type Road**

**Classification Bicycles on Road**

	Driveway Eastbound				Hart Drive Westbound				MLK Northbound				MLK Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Study Name 12\_MLK at Hart Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 12**

**Project**

**MLK at Hart Drive**

**Tuesday TMC**

**Type Road**  
**Classification Totals**

	Driveway Eastbound				Hart Drive Westbound				MLK Northbound				MLK Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0	0	0	1	0	0	0	0	0	0	1	52	0	0
7:15	0	0	0	0	0	2	0	0	0	0	0	0	8	53	0	0
7:30	0	0	0	0	0	2	0	0	0	0	0	0	2	58	0	0
7:45	0	0	0	1	0	4	2	0	0	0	0	0	2	80	0	0
8:00	0	0	1	0	0	1	0	0	0	0	0	0	0	76	0	0
8:15	0	0	0	0	0	2	0	0	0	0	0	0	0	78	0	0
8:30	0	0	0	0	0	2	0	0	0	0	0	0	1	66	0	0
8:45	0	0	0	0	0	0	0	0	0	0	0	0	2	63	0	0
16:00	0	0	0	0	0	2	0	0	0	0	0	0	1	77	0	0
16:15	0	0	0	0	0	2	0	0	0	0	0	0	3	63	0	0
16:30	0	0	0	0	0	1	0	0	0	0	0	0	2	58	1	0
16:45	0	0	0	0	0	4	0	0	0	0	0	0	1	77	0	0
17:00	0	0	0	1	0	0	0	0	0	0	0	0	1	76	0	0
17:15	0	0	1	0	0	1	0	0	0	0	0	0	4	67	0	0
17:30	0	0	0	0	0	1	0	0	0	0	0	0	3	36	0	0
17:45	0	0	0	0	0	1	0	0	0	0	0	0	3	48	0	0



**Study Name 13\_Davis Hwy at Wright St**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 13**

**Project**

**Davis Hwy at Wright St**

**Thursday TMC**

**Type Road**

**Classification Light Vehicles**

	Wright St Eastbound				Wright St Westbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	17	3		0		8	1		0		0
7:15	0	20	12		0		6	0		0		0
7:30	0	27	17		0		13	1		0		0
7:45	0	37	17		0		20	1		0		0
8:00	1	21	10		0		10	1		0		0
8:15	0	28	18		0		9	1		0		0
8:30	0	34	17		0		6	0		0		0
8:45	0	10	14		0		7	1		0		0
16:00	0	69	20		0		10	1		0		0
16:15	1	71	20		1		12	5		0		0
16:30	1	85	30		0		9	3		0		0
16:45	2	69	39		0		14	0		0		0
17:00	1	120	27		0		17	5		0		0
17:15	3	70	33		0		10	2		0		0
17:30	0	63	22		0		9	1		0		0
17:45	0	55	20		0		7	1		0		0

**Study Name 13\_Davis Hwy at Wright St**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 13**

**Project**

**Davis Hwy at Wright St**

**Thursday TMC**

**Type Road**

**Classification Heavy Vehicles**

	Wright St Eastbound				Wright St Westbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	1	0		0		0	0		0		0
7:15	0	1	0		0		0	0		0		0
7:30	0	1	0		0		0	0		0		0
7:45	0	1	0		0		0	0		0		0
8:00	0	2	0		0		0	0		0		0
8:15	0	1	1		0		0	0		0		0
8:30	0	1	0		0		1	0		0		0
8:45	0	2	1		0		1	0		0		0
16:00	0	1	0		0		0	1		0		0
16:15	0	1	1		0		0	0		0		0
16:30	0	2	0		0		0	0		0		0
16:45	0	0	0		0		0	0		0		0
17:00	0	1	0		0		0	0		0		0
17:15	0	0	0		0		0	0		0		0
17:30	0	2	0		0		0	0		0		0
17:45	0	0	0		0		0	0		0		0

**Study Name 13\_Davis Hwy at Wright St**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 13**

**Project**

**Davis Hwy at Wright St**

**Thursday TMC**

**Type Crosswalk**

**Classification Pedestrians**

	Wright St Eastbound	Wright St Westbound	Davis Hwy Southbound
Start Time	Peds	Peds	Peds
7:00	0	0	1
7:15	0	0	1
7:30	0	0	1
7:45	0	0	0
8:00	0	0	1
8:15	0	0	0
8:30	0	0	0
8:45	0	0	1
16:00	0	0	0
16:15	0	0	0
16:30	0	0	0
16:45	0	0	0
17:00	0	0	0
17:15	0	0	0
17:30	0	0	0
17:45	0	0	0

**Study Name 13\_Davis Hwy at Wright St**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 13**

**Project**

**Davis Hwy at Wright St**

**Thursday TMC**

**Type Crosswalk**

**Classification Bicycles on Crosswalk**

	Wright St Eastbound	Wright St Westbound	Davis Hwy Southbound
Start Time	Peds	Peds	Peds
7:00	0	0	0
7:15	0	0	0
7:30	0	0	0
7:45	0	0	0
8:00	0	0	0
8:15	0	0	0
8:30	0	0	0
8:45	0	0	0
16:00	0	0	0
16:15	0	0	0
16:30	0	0	0
16:45	0	0	0
17:00	0	0	0
17:15	0	0	0
17:30	0	0	0
17:45	0	0	0

**Study Name 13\_Davis Hwy at Wright St**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 13**

**Project**

**Davis Hwy at Wright St**

**Thursday TMC**

**Type Road**

**Classification Bicycles on Road**

	Wright St Eastbound				Wright St Westbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0		0		0	0		0		0
7:15	0	0	1		0		0	0		0		0
7:30	0	0	0		0		0	0		0		0
7:45	0	0	0		0		0	0		0		0
8:00	0	0	0		0		0	0		0		0
8:15	0	1	0		0		0	0		0		0
8:30	0	1	0		0		1	0		0		0
8:45	0	0	1		0		0	0		0		0
16:00	0	0	0		0		0	0		0		1
16:15	0	0	0		0		0	0		0		0
16:30	0	0	0		0		0	0		0		0
16:45	0	1	1		0		0	1		0		0
17:00	0	0	0		0		0	0		0		0
17:15	0	0	0		0		0	0		0		0
17:30	0	0	0		0		0	0		0		0
17:45	0	0	0		0		0	0		0		0

**Study Name 13\_Davis Hwy at Wright St**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 13**

**Project**

**Davis Hwy at Wright St**

**Thursday TMC**

**Type Road**

**Classification Totals**

	Wright St Eastbound				Wright St Westbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	18	3		0		8	1		0		0
7:15	0	21	13		0		6	0		0		0
7:30	0	28	17		0		13	1		0		0
7:45	0	38	17		0		20	1		0		0
8:00	1	23	10		0		10	1		0		0
8:15	0	30	19		0		9	1		0		0
8:30	0	36	17		0		8	0		0		0
8:45	0	12	16		0		8	1		0		0
16:00	0	70	20		0		10	2		0		1
16:15	1	72	21		1		12	5		0		0
16:30	1	87	30		0		9	3		0		0
16:45	2	70	40		0		14	1		0		0
17:00	1	121	27		0		17	5		0		0
17:15	3	70	33		0		10	2		0		0
17:30	0	65	22		0		9	1		0		0
17:45	0	55	20		0		7	1		0		0

**Study Name 14\_Davis Hwy at Cervantes St**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 14**

**Project**

**Davis Hwy at Cervantes St**

**Thursday TMC**

**Type Road**

**Classification Light Vehicles**

	Cervantes St Eastbound				Cervantes St Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	6	206	0	0	0	180	10	10	9	10		0	0	0	0
7:15	0	12	315	0	0	0	247	12	9	6	21		0	0	0	0
7:30	0	15	294	1	0	0	363	5	11	11	19		0	0	0	0
7:45	0	22	274	0	0	0	354	5	23	6	38		0	0	0	0
8:00	0	9	191	1	0	0	273	7	16	11	12		0	0	0	0
8:15	0	9	200	0	0	0	190	5	15	13	16		0	0	1	0
8:30	0	8	174	0	0	0	195	5	11	6	18		0	0	0	0
8:45	0	11	170	0	0	0	232	5	10	4	15		0	0	0	0
16:00	0	25	236	0	0	0	250	3	20	22	45		0	0	0	0
16:15	0	21	271	0	0	0	230	11	11	18	43		0	0	0	0
16:30	0	27	269	0	0	0	228	8	25	18	62		0	0	0	0
16:45	0	22	264	0	0	0	267	9	14	13	54		0	0	0	0
17:00	0	23	300	1	0	0	284	2	25	24	60		0	0	0	0
17:15	0	16	259	0	0	0	235	4	19	23	72		0	0	0	0
17:30	0	17	230	0	0	0	234	10	14	11	51		0	0	0	0
17:45	0	11	196	0	0	0	213	6	7	11	51		0	0	0	0



**Study Name 14\_Davis Hwy at Cervantes St**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 14**

**Project**

**Davis Hwy at Cervantes St**

**Thursday TMC**

**Type Road**

**Classification Heavy Vehicles**

Start Time	Cervantes St Eastbound				Cervantes St Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	1	1	0	0	0	5	0	0	1	0	0	0	0	0	0
7:15	0	0	2	0	0	0	4	0	1	0	0	0	0	0	0	0
7:30	0	0	10	0	0	0	1	0	0	1	0	0	0	0	0	0
7:45	0	1	1	0	0	0	3	0	0	1	0	0	0	0	0	0
8:00	0	0	7	0	0	0	1	0	1	1	0	0	0	0	0	0
8:15	0	0	5	0	0	0	5	0	2	0	0	0	0	0	0	0
8:30	0	0	1	0	0	0	4	0	0	1	1	0	0	0	0	0
8:45	0	2	5	0	0	0	6	0	1	1	0	0	0	0	0	0
16:00	0	0	3	0	0	0	1	0	0	2	0	0	0	0	0	0
16:15	0	0	2	0	0	0	10	0	0	1	1	0	0	0	0	0
16:30	0	0	3	0	0	0	1	0	0	1	2	0	0	0	0	0
16:45	0	0	0	0	0	0	6	0	0	0	0	0	0	0	0	0
17:00	0	0	1	0	0	0	3	0	0	1	0	0	0	0	0	0
17:15	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0
17:30	0	0	5	0	0	0	2	0	0	1	0	0	0	0	0	0
17:45	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0

**Study Name 14\_Davis Hwy at Cervantes St**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 14**

**Project**

**Davis Hwy at Cervantes St**

**Thursday TMC**

**Type Crosswalk**

**Classification Pedestrians**

	Cervantes St Eastbound	Cervantes St Westbound	Davis Hwy Northbound	Davis Hwy Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	2	2	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	2	1
8:30	0	0	0	0
8:45	0	0	1	0
16:00	0	1	0	0
16:15	0	0	0	0
16:30	0	0	0	1
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 14\_Davis Hwy at Cervantes St**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 14**

**Project**

**Davis Hwy at Cervantes St**

**Thursday TMC**

**Type Crosswalk**

**Classification Bicycles on Crosswalk**

	Cervantes St Eastbound	Cervantes St Westbound	Davis Hwy Northbound	Davis Hwy Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	1	0
7:15	0	0	0	0
7:30	1	0	0	0
7:45	0	1	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 14\_Davis Hwy at Cervantes St**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 14**

**Project**

**Davis Hwy at Cervantes St**

**Thursday TMC**

**Type Road**

**Classification Bicycles on Road**

	Cervantes St Eastbound				Cervantes St Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
7:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
8:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:15	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:45	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Study Name 14\_Davis Hwy at Cervantes St**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 14**

**Project**

**Davis Hwy at Cervantes St**

**Thursday TMC**

**Type Road  
Classification Totals**

	Cervantes St Eastbound				Cervantes St Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	7	207	0	0	0	185	10		10	10	10		0	0	0
7:15	0	12	317	0	0	0	251	12		10	7	21		0	0	0
7:30	0	15	304	1	0	0	364	5		11	12	19		0	0	0
7:45	0	23	275	0	0	0	357	5		23	7	38		0	0	0
8:00	0	9	198	1	0	0	274	7		17	12	12		0	0	0
8:15	0	9	205	0	0	0	195	5		17	14	16		0	0	1
8:30	0	8	175	0	0	0	199	5		11	7	19		0	0	0
8:45	0	13	175	0	0	0	238	5		11	5	15		0	0	0
16:00	0	25	239	0	0	0	251	3		20	24	45		0	0	0
16:15	0	21	273	0	0	0	240	11		11	20	44		0	0	0
16:30	0	27	272	0	0	0	229	8		25	19	64		0	0	0
16:45	0	22	264	0	0	0	273	9		14	15	54		0	0	0
17:00	0	23	301	1	0	0	287	2		25	25	60		0	0	0
17:15	0	16	260	0	0	0	236	4		19	23	72		0	0	0
17:30	0	17	235	0	0	0	236	10		14	12	51		0	0	0
17:45	0	11	196	0	0	0	217	6		7	11	51		0	0	0

**Study Name 15\_Davis Hwy at Blount St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 15**

**Project**

**Davis Hwy at Blount St**

**Tuesday TMC**

**Type Road**

**Classification Light Vehicles**

	Blount St Eastbound				Blount St Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	3	10	0	0	0	15	1	0	16	1		0	0	0	
7:15	0	0	25	0	0	0	35	4	2	23	1		0	0	0	
7:30	0	3	33	0	0	0	66	7	2	29	2		0	0	0	
7:45	0	5	26	0	0	0	66	0	5	39	2		0	0	0	
8:00	0	2	17	0	0	0	37	1	2	26	0		0	0	0	
8:15	0	3	20	0	0	0	25	4	1	16	0		0	0	0	
8:30	0	2	10	0	0	0	18	5	1	20	1		0	0	0	
8:45	0	1	8	0	0	0	24	1	3	21	2		0	0	0	
16:00	0	3	43	0	0	0	27	2	3	43	3		0	0	0	
16:15	0	3	36	0	0	0	27	6	2	45	4		0	0	0	
16:30	0	4	42	0	0	0	19	1	3	38	3		0	0	0	
16:45	0	6	44	0	0	0	18	1	2	52	3		0	0	0	
17:00	0	4	53	0	0	0	31	1	2	40	9		0	0	0	
17:15	0	5	34	0	0	0	16	2	2	31	2		0	0	0	
17:30	0	4	29	0	0	0	14	2	4	27	4		0	0	0	
17:45	0	0	22	0	0	0	19	3	0	27	1		0	0	0	

**Study Name 15\_Davis Hwy at Blount St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 15**

**Project**

**Davis Hwy at Blount St**

**Tuesday TMC**

**Type Road**

**Classification Heavy Vehicles**

	Blount St Eastbound				Blount St Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0	0	0	0	0	0	1	1	1		0	0	0	
7:15	0	0	0	0	0	0	0	0	0	0	0		0	0	0	
7:30	0	0	0	0	0	0	0	0	0	1	0		0	0	0	
7:45	0	0	0	0	0	0	1	0	0	3	0		0	0	0	
8:00	0	0	0	0	0	0	0	0	0	2	0		0	0	0	
8:15	0	0	0	0	0	0	1	0	0	0	0		0	0	0	
8:30	0	0	0	0	0	0	0	0	0	5	0		0	0	0	
8:45	0	0	0	0	0	0	0	0	0	1	0		0	0	0	
16:00	0	0	0	0	0	0	0	0	0	2	0		0	0	0	
16:15	0	0	0	0	0	0	0	0	0	1	0		0	0	0	
16:30	0	0	0	0	0	0	0	0	0	2	0		0	0	0	
16:45	0	0	1	0	0	0	0	0	0	0	0		0	0	0	
17:00	0	0	1	0	0	0	0	0	0	1	0		0	0	0	
17:15	0	0	0	0	0	0	0	1	0	0	0		0	0	0	
17:30	0	1	0	0	0	0	0	0	0	1	0		0	0	0	
17:45	0	0	0	0	0	0	0	0	0	0	0		0	0	0	



**Study Name 15\_Davis Hwy at Blount St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 15**

**Project**

**Davis Hwy at Blount St**

**Tuesday TMC**

**Type Crosswalk**

**Classification Pedestrians**

	Blount St Eastbound	Blount St Westbound	Davis Hwy Northbound	Davis Hwy Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	1	0	0	0
17:30	0	1	0	0
17:45	0	0	0	1

**Study Name 15\_Davis Hwy at Blount St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 15**

**Project**

**Davis Hwy at Blount St**

**Tuesday TMC**

**Type Crosswalk**

**Classification Bicycles on Crosswalk**

	Blount St Eastbound	Blount St Westbound	Davis Hwy Northbound	Davis Hwy Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	1	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 15\_Davis Hwy at Blount St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 15**

**Project**

**Davis Hwy at Blount St**

**Tuesday TMC**

**Type Road**

**Classification Bicycles on Road**

	Blount St Eastbound				Blount St Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Study Name 15\_Davis Hwy at Blount St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 15**

**Project**

**Davis Hwy at Blount St**

**Tuesday TMC**

**Type Road  
Classification Totals**

Start Time	Blount St Eastbound				Blount St Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	3	10	0	0	0	15	1		1	17	2		0	0	0
7:15	0	0	25	0	0	0	35	4		2	23	1		0	0	0
7:30	0	3	33	0	0	0	66	7		2	30	2		0	0	0
7:45	0	5	26	0	0	0	67	0		5	42	2		0	0	0
8:00	0	2	17	0	0	0	37	1		2	28	0		0	0	0
8:15	0	3	20	0	0	0	26	4		1	16	0		0	0	0
8:30	0	2	10	0	0	0	18	5		1	25	1		0	0	0
8:45	0	1	8	0	0	0	24	1		3	22	2		0	0	0
16:00	0	3	43	0	0	0	27	2		3	45	3		0	0	0
16:15	0	3	36	0	0	0	27	6		2	46	4		0	0	0
16:30	0	4	42	0	0	0	19	1		3	40	3		0	0	0
16:45	0	6	45	0	0	0	18	1		2	52	3		0	0	0
17:00	0	4	54	0	0	0	31	1		2	41	9		0	0	0
17:15	0	5	34	0	0	0	16	3		2	31	2		0	0	0
17:30	0	5	29	0	0	0	14	2		4	28	4		0	0	0
17:45	0	0	22	0	0	0	19	3		0	27	1		0	0	0

**Study Name 16\_Davis Hwy at Jorden St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 16**

**Project**

**Davis Hwy at Jorden St**

**Tuesday TMC**

**Type Road**

**Classification Light Vehicles**

	Jorden St Eastbound				Jorden St Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		14	49	0		0	0	0		0	16	0		0	0	0
7:15		11	73	0		0	0	0		0	30	1		0	0	0
7:30		11	77	0		0	0	0		0	40	2		0	0	0
7:45		11	48	0		0	0	0		0	44	3		0	0	0
8:00		12	41	0		0	0	0		0	30	0		0	0	0
8:15		9	42	0		0	0	0		0	30	1		0	0	0
8:30		15	37	0		0	0	0		0	37	2		0	0	0
8:45		14	34	0		0	0	0		0	24	1		0	0	0
16:00		12	43	0		0	0	0		0	43	1		0	0	0
16:15		15	47	0		0	0	0		0	50	1		0	0	0
16:30		15	50	0		0	0	0		0	55	3		0	0	0
16:45		20	61	0		0	0	0		0	58	1		0	0	0
17:00		14	52	0		0	0	0		0	42	4		0	0	0
17:15		14	39	0		0	0	0		0	31	2		0	0	0
17:30		10	28	0		0	0	0		0	36	5		0	0	0
17:45		7	36	0		0	0	0		0	26	1		0	0	0

**Study Name 16\_Davis Hwy at Jorden St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 16**

**Project**

**Davis Hwy at Jorden St**

**Tuesday TMC**

**Type Road**

**Classification Heavy Vehicles**

	Jorden St Eastbound				Jorden St Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		0	0	0		0	0	0		0	1	0		0	0	0
7:15		0	1	0		0	0	0		0	0	0		0	0	0
7:30		0	0	0		0	0	0		0	1	0		0	0	0
7:45		0	0	0		0	0	0		0	4	0		0	0	0
8:00		0	0	0		0	0	0		0	2	0		0	0	0
8:15		0	3	0		0	0	0		0	0	0		0	0	0
8:30		0	0	0		0	0	0		0	4	1		0	0	0
8:45		0	1	0		0	0	0		0	0	1		0	0	0
16:00		1	1	0		0	0	0		0	3	0		0	0	0
16:15		1	1	0		0	0	0		0	1	0		0	0	0
16:30		0	0	0		0	0	0		0	2	0		0	0	0
16:45		0	0	0		0	0	0		0	0	0		0	0	0
17:00		1	0	0		0	0	0		0	3	0		0	0	0
17:15		0	0	0		0	0	0		0	0	0		0	0	0
17:30		0	0	0		0	0	0		0	3	0		0	0	0
17:45		0	1	0		0	0	0		0	2	0		0	0	0

**Study Name 16\_Davis Hwy at Jorden St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 16**

**Project**

**Davis Hwy at Jorden St**

**Tuesday TMC**

**Type Crosswalk**

**Classification Pedestrians**

	Jorden St Eastbound	Jorden St Westbound	Davis Hwy Northbound	Davis Hwy Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	1
7:30	0	0	0	1
7:45	0	0	0	2
8:00	1	0	0	2
8:15	0	0	0	0
8:30	0	0	0	2
8:45	0	0	0	2
16:00	0	0	0	2
16:15	0	0	0	6
16:30	1	0	0	1
16:45	0	0	0	0
17:00	0	0	0	1
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	0



**Study Name 16\_Davis Hwy at Jorden St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 16**

**Project**

**Davis Hwy at Jorden St**

**Tuesday TMC**

**Type Crosswalk**

**Classification Bicycles on Crosswalk**

	Jorden St Eastbound	Jorden St Westbound	Davis Hwy Northbound	Davis Hwy Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	1	0	0
16:15	0	0	0	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	1	0	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 16\_Davis Hwy at Jorden St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 16**

**Project**

**Davis Hwy at Jorden St**

**Tuesday TMC**

**Type Road**

**Classification Bicycles on Road**

	Jorden St Eastbound				Jorden St Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		0	0	0		0	0	0		0	0	0		0	0	0
7:15		0	0	0		0	0	0		0	0	0		0	0	0
7:30		0	0	0		0	0	0		0	0	0		0	0	0
7:45		0	0	0		0	0	0		0	0	0		0	0	0
8:00		0	0	0		0	0	0		0	0	0		0	0	0
8:15		0	0	0		0	0	0		0	0	0		0	0	0
8:30		0	1	0		0	0	0		0	0	0		0	0	0
8:45		0	0	0		0	0	0		0	0	0		0	0	0
16:00		0	0	0		0	0	0		0	0	0		0	0	0
16:15		0	1	0		0	0	0		0	0	0		0	0	0
16:30		0	0	0		0	0	0		0	0	0		0	0	0
16:45		0	0	0		0	0	0		0	0	0		0	0	0
17:00		0	0	0		0	0	0		0	0	0		0	0	0
17:15		0	0	0		0	0	0		0	0	0		0	0	0
17:30		0	0	0		0	0	0		0	0	0		0	0	0
17:45		0	0	0		0	0	0		0	0	0		0	0	0

**Study Name 16\_Davis Hwy at Jorden St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 16**

**Project**

**Davis Hwy at Jorden St**

**Tuesday TMC**

**Type Road  
Classification Totals**

	Jorden St Eastbound				Jorden St Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		14	49	0		0	0	0		0	17	0		0	0	0
7:15		11	74	0		0	0	0		0	30	1		0	0	0
7:30		11	77	0		0	0	0		0	41	2		0	0	0
7:45		11	48	0		0	0	0		0	48	3		0	0	0
8:00		12	41	0		0	0	0		0	32	0		0	0	0
8:15		9	45	0		0	0	0		0	30	1		0	0	0
8:30		15	38	0		0	0	0		0	41	3		0	0	0
8:45		14	35	0		0	0	0		0	24	2		0	0	0
16:00		13	44	0		0	0	0		0	46	1		0	0	0
16:15		16	49	0		0	0	0		0	51	1		0	0	0
16:30		15	50	0		0	0	0		0	57	3		0	0	0
16:45		20	61	0		0	0	0		0	58	1		0	0	0
17:00		15	52	0		0	0	0		0	45	4		0	0	0
17:15		14	39	0		0	0	0		0	31	2		0	0	0
17:30		10	28	0		0	0	0		0	39	5		0	0	0
17:45		7	37	0		0	0	0		0	28	1		0	0	0

**Study Name 17\_Davis Hwy at Maxwell St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 17**

**Project**

**Davis Hwy at Maxwell St**

**Tuesday TMC**

**Type Road**

**Classification Light Vehicles**

	Maxwell St Eastbound				Maxwell St Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		0	0	0		0	47	1		1	29	0		0	0	0
7:15		0	0	0		0	62	0		6	37	0		0	0	0
7:30		0	0	0		0	70	1		9	44	0		0	0	0
7:45		0	0	0		0	53	5		6	48	0		0	0	0
8:00		0	0	0		0	50	1		8	34	0		0	0	1
8:15		0	0	0		0	48	0		9	30	0		0	0	0
8:30		0	0	0		0	39	5		8	36	0		0	0	0
8:45		0	0	0		0	34	3		4	35	0		0	0	1
16:00		0	0	0		0	43	3		7	47	0		0	0	0
16:15		0	0	0		0	44	4		17	52	0		0	0	0
16:30		0	0	0		0	46	5		11	55	0		0	0	0
16:45		0	0	0		0	32	4		8	69	0		0	0	0
17:00		0	0	0		0	41	3		5	43	0		0	0	0
17:15		0	0	0		0	30	3		3	36	0		0	0	0
17:30		0	0	0		0	35	5		7	40	0		0	0	0
17:45		0	0	0		0	14	2		3	33	0		0	0	0

**Study Name 17\_Davis Hwy at Maxwell St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 17**

**Project**

**Davis Hwy at Maxwell St**

**Tuesday TMC**

**Type Road**

**Classification Heavy Vehicles**

	Maxwell St Eastbound				Maxwell St Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		0	0	0		0	0	0		0	1	0		0	0	0
7:15		0	0	0		0	1	0		0	0	0		0	0	0
7:30		0	0	0		0	0	0		0	1	0		0	0	0
7:45		0	0	0		0	1	0		0	4	0		0	0	0
8:00		0	0	0		0	0	0		0	2	0		0	0	0
8:15		0	0	0		0	0	0		0	0	0		0	0	0
8:30		0	0	0		0	1	0		0	3	0		0	0	0
8:45		0	0	0		0	0	0		0	0	0		0	0	0
16:00		0	0	0		0	0	0		0	4	0		0	0	0
16:15		0	0	0		0	0	0		0	2	0		0	0	0
16:30		0	0	0		0	0	1		0	2	0		0	0	0
16:45		0	0	0		0	0	0		0	0	0		0	0	0
17:00		0	0	0		0	0	0		0	3	0		0	0	0
17:15		0	0	0		0	0	0		0	1	0		0	0	0
17:30		0	0	0		0	0	1		0	3	0		0	0	0
17:45		0	0	0		0	0	0		0	2	0		0	0	0

**Study Name 17\_Davis Hwy at Maxwell St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 17**

**Project**

**Davis Hwy at Maxwell St**

**Tuesday TMC**

**Type Crosswalk**

**Classification Pedestrians**

	Maxwell St Eastbound	Maxwell St Westbound	Davis Hwy Northbound	Davis Hwy Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	1
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	2	0	0
16:15	0	0	0	2
16:30	0	1	0	0
16:45	0	0	0	0
17:00	1	1	0	0
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 17\_Davis Hwy at Maxwell St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 17**

**Project**

**Davis Hwy at Maxwell St**

**Tuesday TMC**

**Type Crosswalk**

**Classification Bicycles on Crosswalk**

	Maxwell St Eastbound	Maxwell St Westbound	Davis Hwy Northbound	Davis Hwy Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	1	0	0
7:45	0	0	0	1
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	1
16:15	0	1	0	0
16:30	0	0	0	0
16:45	0	2	0	2
17:00	0	0	0	0
17:15	0	1	0	0
17:30	0	0	0	0
17:45	0	0	0	0



**Study Name 17\_Davis Hwy at Maxwell St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 17**

**Project**

**Davis Hwy at Maxwell St**

**Tuesday TMC**

**Type Road**

**Classification Bicycles on Road**

Start Time	Maxwell St Eastbound				Maxwell St Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		0	0	0		0	0	0		0	0	0		0	0	0
7:15		0	0	0		0	0	0		0	0	0		0	0	0
7:30		0	0	0		0	0	0		0	0	0		0	0	0
7:45		0	0	0		0	0	0		0	0	0		0	0	0
8:00		0	0	0		0	0	0		0	0	0		0	0	0
8:15		0	0	0		0	0	0		0	0	0		0	0	0
8:30		0	0	0		0	0	0		0	1	0		0	0	0
8:45		0	0	0		0	0	0		0	0	0		0	1	0
16:00		0	0	0		0	0	0		0	0	0		0	0	0
16:15		0	0	0		0	0	0		0	0	0		0	1	0
16:30		0	0	0		0	0	0		0	1	0		0	0	0
16:45		0	0	0		0	0	0		0	0	0		0	1	0
17:00		0	0	0		0	0	0		0	0	0		0	0	0
17:15		0	0	0		0	0	0		0	0	0		0	0	0
17:30		0	0	0		0	0	0		1	0	0		0	0	0
17:45		0	0	0		0	0	0		0	0	0		0	0	0

**Study Name 17\_Davis Hwy at Maxwell St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 17**

**Project**

**Davis Hwy at Maxwell St**

**Tuesday TMC**

**Type Road**  
**Classification Totals**

	Maxwell St Eastbound				Maxwell St Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00		0	0	0		0	47	1		1	30	0		0	0	0
7:15		0	0	0		0	63	0		6	37	0		0	0	0
7:30		0	0	0		0	70	1		9	45	0		0	0	0
7:45		0	0	0		0	54	5		6	52	0		0	0	0
8:00		0	0	0		0	50	1		8	36	0		0	0	1
8:15		0	0	0		0	48	0		9	30	0		0	0	0
8:30		0	0	0		0	40	5		8	40	0		0	0	0
8:45		0	0	0		0	34	3		4	35	0		0	1	1
16:00		0	0	0		0	43	3		7	51	0		0	0	0
16:15		0	0	0		0	44	4		17	54	0		0	1	0
16:30		0	0	0		0	46	6		11	58	0		0	0	0
16:45		0	0	0		0	32	4		8	69	0		0	1	0
17:00		0	0	0		0	41	3		5	46	0		0	0	0
17:15		0	0	0		0	30	3		3	37	0		0	0	0
17:30		0	0	0		0	35	6		8	43	0		0	0	0
17:45		0	0	0		0	14	2		3	35	0		0	0	0

**Study Name 18\_Davis Hwy at Cross St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 18**

**Project**

**Davis Hwy at Cross St**

**Tuesday TMC**

**Type Road**

**Classification Light Vehicles**

	Cross St Eastbound				Cross St Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	3	5	0	0	0	6	4	0	29	0		0	0	0	0
7:15	0	5	9	0	0	0	5	1	4	31	0		0	0	0	0
7:30	0	6	9	0	0	0	14	4	5	41	1		0	0	0	0
7:45	0	8	11	0	0	0	15	3	3	55	0		0	0	0	0
8:00	0	7	9	0	0	0	11	4	3	36	1		0	0	0	0
8:15	0	7	9	0	0	0	7	2	3	31	0		0	0	0	0
8:30	0	6	6	0	0	0	2	2	4	34	0		0	0	0	0
8:45	0	1	6	0	0	0	2	3	1	34	1		0	0	0	0
16:00	0	7	10	0	0	0	16	2	2	44	1		0	0	0	0
16:15	0	4	9	0	0	0	5	10	8	49	0		0	0	0	0
16:30	0	4	14	0	0	0	16	3	4	53	1		0	0	0	0
16:45	0	5	12	0	0	0	11	2	6	63	1		0	0	0	0
17:00	0	12	13	0	0	0	1	0	1	50	1		0	0	0	0
17:15	0	10	17	0	0	0	8	2	4	45	0		0	0	0	0
17:30	0	3	7	0	0	0	3	3	4	41	0		0	0	0	0
17:45	0	4	11	0	0	0	5	1	1	34	0		0	0	0	0

**Study Name 18\_Davis Hwy at Cross St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 18**

**Project**

**Davis Hwy at Cross St**

**Tuesday TMC**

**Type Road**

**Classification Heavy Vehicles**

Start Time	Cross St Eastbound				Cross St Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	2	0	0	0	0	0	0	0	0	1	0	0	0	0	0
7:15	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0
7:45	0	0	7	1	0	0	3	0	1	1	1	0	0	0	0	0
8:00	0	0	0	0	0	0	2	1	1	1	0	0	0	0	0	0
8:15	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
8:30	0	0	1	0	0	0	0	0	1	2	0	0	0	0	0	0
8:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	1	0	3	0	0	0	0	0	0
16:15	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
16:45	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0

**Study Name 18\_Davis Hwy at Cross St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 18**

**Project**

**Davis Hwy at Cross St**

**Tuesday TMC**

**Type Crosswalk**

**Classification Pedestrians**

	Cross St Eastbound	Cross St Westbound	Davis Hwy Northbound	Davis Hwy Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 18\_Davis Hwy at Cross St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 18**

**Project**

**Davis Hwy at Cross St**

**Tuesday TMC**

**Type Crosswalk**

**Classification Bicycles on Crosswalk**

	Cross St Eastbound	Cross St Westbound	Davis Hwy Northbound	Davis Hwy Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 18\_Davis Hwy at Cross St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 18**

**Project**

**Davis Hwy at Cross St**

**Tuesday TMC**

**Type Road**

**Classification Bicycles on Road**

Start Time	Cross St Eastbound				Cross St Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
7:45	0	0	0	0	0	0	1	1	0	0	1	0	0	0	0	0
8:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0
8:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	1	1	0	0	0	0	1	0	0	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1

**Study Name 18\_Davis Hwy at Cross St**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 18**

**Project**

**Davis Hwy at Cross St**

**Tuesday TMC**

**Type Road  
Classification Totals**

Start Time	Cross St Eastbound				Cross St Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	5	5	0	0	0	6	4	0	30	0		0	0	0	
7:15	0	6	10	0	0	0	5	1	4	31	0		0	0	0	
7:30	0	6	10	0	0	0	14	4	5	43	1		0	0	0	
7:45	0	8	18	1	0	0	19	4	4	56	2		0	0	0	
8:00	0	7	10	0	0	0	13	5	4	37	1		0	1	0	
8:15	0	7	9	0	0	0	8	2	3	31	0		0	0	0	
8:30	0	6	7	0	0	0	2	2	5	36	0		0	0	0	
8:45	0	1	6	0	0	0	2	3	1	34	1		0	0	0	
16:00	0	7	10	0	0	0	16	3	2	47	1		0	0	0	
16:15	0	4	9	0	0	0	5	10	8	50	0		0	0	0	
16:30	0	4	14	0	0	0	16	3	4	54	1		0	0	0	
16:45	0	5	12	0	0	0	11	2	6	64	1		0	0	0	
17:00	0	12	14	1	0	0	1	0	2	52	1		0	0	0	
17:15	0	10	17	0	0	0	8	2	4	45	0		0	0	0	
17:30	0	3	7	0	0	0	3	3	4	45	0		0	0	0	
17:45	0	4	11	0	0	0	5	1	1	35	0		0	0	1	



**Study Name** Pedestrians Crossing SR 291 (MLK Blvd)  
**Start Date** 11/9/2019  
**Start Time** 7:00  
**Site Code** ZONE A  
**Pedestrians Crossing SR 291 (MLK Blvd)**  
**SATURDAY**

**Type Road**  
**Classification Pedestrians & Bicycles**

Start Time	SR 291 (MLK Blvd)	
	Peds	Bicycles
7:00	0	0
7:15	0	0
7:30	0	0
7:45	0	0
8:00	2	0
8:15	5	0
8:30	7	0
8:45	5	0
9:00	1	0
9:15	1	0
9:30	3	0
9:45	0	0
10:00	2	0
10:15	8	0
10:30	16	0
10:45	2	0
11:00	7	0
11:15	2	0
11:30	1	0
11:45	7	0
12:00	10	0
12:15	8	0
12:30	1	0
12:45	6	0
13:00	6	0
13:15	4	0
13:30	8	0
13:45	2	0
14:00	0	0
14:15	5	0
14:30	5	0
14:45	2	0
15:00	0	0
15:15	17	0
15:30	0	0
15:45	0	0
16:00	0	0
16:15	0	0
16:30	0	0
16:45	0	0
17:00	0	0
17:15	0	0
17:30	0	0
17:45	0	0
18:00	0	0
18:15	0	0
18:30	0	0
18:45	0	0

**Study Name Pedestrians Crossing SR 291 (Davis Highway)****Start Date 11/9/2019****Start Time 7:00****Site Code ZONE B****Pedestrians Crossing SR 291 (Davis Highway)****SATURDAY****Type Road****Classification Pedestrians & Bicycles**

Start Time	SR 291 (Davis Highway)	
	Peds	Bicycles
7:00	0	0
7:15	0	0
7:30	0	0
7:45	0	0
8:00	2	0
8:15	4	0
8:30	0	0
8:45	0	1
9:00	3	1
9:15	0	0
9:30	0	1
9:45	3	2
10:00	3	0
10:15	6	3
10:30	0	2
10:45	6	0
11:00	2	0
11:15	10	1
11:30	6	0
11:45	14	0
12:00	14	1
12:15	10	0
12:30	15	2
12:45	4	1
13:00	10	1
13:15	11	3
13:30	25	0
13:45	11	0
14:00	18	1
14:15	10	0
14:30	19	0
14:45	13	1
15:00	17	0
15:15	20	2
15:30	3	0
15:45	6	0
16:00	2	0
16:15	0	0
16:30	1	2
16:45	5	1
17:00	5	0
17:15	0	0
17:30	0	0
17:45	2	0
18:00	0	0
18:15	0	0
18:30	2	1
18:45	0	0

**Study Name Pedestrians Crossing SR 291 (Davis Highway)****Start Date 11/9/2019****Start Time 7:00****Site Code ZONE C****Pedestrians Crossing SR 291 (Davis Highway)****SATURDAY****Type Road****Classification Pedestrians & Bicycles**

Start Time	SR 291 (Davis Highway)	
	Peds	Bicycles
7:00	1	0
7:15	0	0
7:30	0	0
7:45	0	0
8:00	0	0
8:15	0	0
8:30	1	0
8:45	0	1
9:00	0	0
9:15	0	0
9:30	7	1
9:45	1	0
10:00	2	0
10:15	10	0
10:30	1	2
10:45	2	1
11:00	1	0
11:15	3	1
11:30	0	0
11:45	7	0
12:00	1	0
12:15	0	0
12:30	3	1
12:45	2	1
13:00	5	1
13:15	7	3
13:30	6	0
13:45	4	0
14:00	2	0
14:15	3	0
14:30	2	0
14:45	0	0
15:00	2	0
15:15	9	0
15:30	0	0
15:45	0	0
16:00	0	0
16:15	0	0
16:30	1	0
16:45	0	0
17:00	0	0
17:15	0	0
17:30	0	0
17:45	0	0
18:00	0	0
18:15	0	0
18:30	0	0
18:45	0	0

**Study Name Pedestrians Crossing SR 291 (Davis Highway)****Start Date 11/9/2019****Start Time 7:00****Site Code ZONE D****Pedestrians Crossing SR 291 (Davis Highway)****SATURDAY****Type Road****Classification Pedestrians & Bicycles**

Start Time	SR 291 (Davis Highway)	
	Peds	Bicycles
7:00	0	0
7:15	0	0
7:30	0	0
7:45	0	0
8:00	0	0
8:15	1	0
8:30	0	0
8:45	1	0
9:00	0	0
9:15	0	0
9:30	0	0
9:45	0	1
10:00	0	0
10:15	4	0
10:30	11	0
10:45	0	0
11:00	4	2
11:15	9	0
11:30	1	1
11:45	5	1
12:00	10	0
12:15	4	2
12:30	2	1
12:45	6	1
13:00	14	0
13:15	8	0
13:30	1	1
13:45	10	0
14:00	8	0
14:15	8	0
14:30	3	0
14:45	0	1
15:00	1	0
15:15	6	0
15:30	4	1
15:45	1	1
16:00	2	0
16:15	8	0
16:30	10	1
16:45	2	0
17:00	0	0
17:15	3	0
17:30	2	2
17:45	4	0
18:00	0	0
18:15	1	1
18:30	0	2
18:45	0	0

**Study Name 19\_Davis Hwy at Texar Drive**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 19**

**Project**

**Davis Hwy at Texar Drive**

**Thursday TMC**

**Type Road**

**Classification Light Vehicles**

	Texar Drive Eastbound				Texar Drive Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	21	45	0	0	0	35	16	8	13	4		0	0	0	0
7:15	0	30	79	0	0	0	75	26	7	20	4		0	0	0	0
7:30	0	29	81	0	0	0	88	23	7	36	10		0	0	0	0
7:45	0	31	64	0	0	0	79	20	7	35	3		0	0	0	0
8:00	0	23	64	0	0	0	49	15	8	37	8		0	0	0	0
8:15	0	19	46	0	0	0	39	20	15	29	7		0	0	0	0
8:30	0	17	56	0	0	0	41	18	3	25	8		0	0	0	0
8:45	0	18	58	0	0	0	37	16	7	25	7		0	0	0	0
16:00	0	47	93	1	0	0	64	24	13	58	19		0	0	0	0
16:15	0	41	75	0	0	0	51	19	22	71	13		0	0	0	0
16:30	0	58	102	0	0	0	52	29	16	66	12		0	0	0	0
16:45	0	46	90	0	0	0	59	14	10	62	11		0	0	0	0
17:00	0	61	104	0	0	0	75	24	11	55	10		0	0	0	0
17:15	0	42	99	0	0	0	53	18	16	44	9		0	0	0	0
17:30	0	28	68	0	0	0	42	12	13	30	14		0	0	0	0
17:45	0	21	56	0	0	0	44	6	8	38	13		0	0	0	0

**Study Name 19\_Davis Hwy at Texar Drive**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 19**

**Project**

**Davis Hwy at Texar Drive**

**Thursday TMC**

**Type Road**

**Classification Heavy Vehicles**

	Texar Drive Eastbound				Texar Drive Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	2	2	0	0	0	1	0	0	2	1		0	0	0	
7:15	0	3	2	0	0	0	1	0	0	0	1		0	0	0	
7:30	0	3	1	0	0	0	5	0	1	2	3		0	0	0	
7:45	0	3	3	0	0	0	1	0	0	0	0		0	0	0	
8:00	0	3	5	0	0	0	3	1	0	4	0		0	0	0	
8:15	0	2	2	0	0	0	2	0	4	1	1		0	0	0	
8:30	0	6	1	0	0	0	0	0	1	2	0		0	0	0	
8:45	0	2	5	0	0	0	4	0	0	2	0		0	0	0	
16:00	0	1	2	0	0	0	3	1	0	1	0		0	0	0	
16:15	0	0	0	0	0	0	2	2	1	0	1		0	0	0	
16:30	0	1	1	0	0	0	2	0	0	2	0		0	0	0	
16:45	0	0	2	0	0	0	4	0	0	2	0		0	0	0	
17:00	0	1	1	0	0	0	2	1	1	1	0		0	0	0	
17:15	0	1	0	0	0	0	0	1	0	0	1		0	0	0	
17:30	0	0	0	0	0	0	0	1	0	1	0		0	0	0	
17:45	0	1	0	0	0	0	2	2	0	0	0		0	0	0	

**Study Name 19\_Davis Hwy at Texar Drive**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 19**

**Project**

**Davis Hwy at Texar Drive**

**Thursday TMC**

**Type Crosswalk**

**Classification Pedestrians**

	Texar Drive Eastbound	Texar Drive Westbound	Davis Hwy Northbound	Davis Hwy Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	1	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	0	0	1	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 19\_Davis Hwy at Texar Drive**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 19**

**Project**

**Davis Hwy at Texar Drive**

**Thursday TMC**

**Type Crosswalk**

**Classification Bicycles on Crosswalk**

	Texar Drive Eastbound	Texar Drive Westbound	Davis Hwy Northbound	Davis Hwy Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	1	0	0
8:45	0	0	0	0
16:00	0	1	0	0
16:15	0	0	1	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	1	0
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	0



**Study Name 19\_Davis Hwy at Texar Drive**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 19**

**Project**

**Davis Hwy at Texar Drive**

**Thursday TMC**

**Type Road**

**Classification Bicycles on Road**

	Texar Drive Eastbound				Texar Drive Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
7:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Study Name 19\_Davis Hwy at Texar Drive**

**Start Date 11-14-2019**

**Start Time 7:00**

**Site Code 19**

**Project**

**Davis Hwy at Texar Drive**

**Thursday TMC**

**Type Road  
Classification Totals**

	Texar Drive Eastbound				Texar Drive Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	23	47	0	0	0	36	16	8	15	5		0	0	0	0
7:15	0	33	82	0	0	0	76	26	7	20	5		0	0	0	0
7:30	0	32	82	0	0	0	93	23	8	39	13		0	0	0	0
7:45	0	34	67	0	0	0	80	20	7	35	3		0	0	0	0
8:00	0	26	69	0	0	0	52	16	8	41	8		0	0	0	0
8:15	0	21	48	0	0	0	41	20	19	30	8		0	0	0	0
8:30	0	23	57	0	0	0	41	18	4	27	8		0	0	0	0
8:45	0	21	63	0	0	0	41	16	7	27	7		0	0	0	0
16:00	0	48	95	1	0	0	67	25	13	59	19		0	0	0	0
16:15	0	41	75	0	0	0	53	21	23	71	14		0	0	0	0
16:30	0	59	103	0	0	0	54	29	16	68	12		0	0	0	0
16:45	0	46	92	0	0	0	63	14	10	64	11		0	0	0	0
17:00	0	62	105	0	0	0	77	25	12	56	10		0	0	0	0
17:15	0	43	99	0	0	0	53	19	16	44	10		0	0	0	0
17:30	0	28	68	0	0	0	42	13	13	31	14		0	0	0	0
17:45	0	22	56	0	0	0	46	8	8	38	13		0	0	0	0

**Study Name 20\_Davis Hwy at Hart Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 20**

**Project**

**Davis Hwy at Hart Drive**

**Tuesday TMC**

**Type Road**

**Classification Light Vehicles**

	Hart Drive Eastbound				Hart Drive Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	1	0	0	0	1	3	0	59	2		0	0	0	0
7:15	0	1	6	0	0	0	2	1	0	58	0		0	0	0	0
7:30	0	0	2	0	0	0	2	2	0	84	0		0	0	0	0
7:45	0	1	1	0	0	0	3	2	2	82	0		0	0	0	0
8:00	0	1	0	0	0	0	1	0	0	70	1		0	0	0	0
8:15	0	0	0	0	0	0	2	1	0	77	0		0	0	0	0
8:30	0	1	0	0	0	0	2	2	0	73	1		0	0	0	0
8:45	0	0	2	0	0	0	0	0	0	62	0		0	0	0	0
16:00	0	0	1	0	0	0	2	1	0	131	3		0	0	0	0
16:15	0	0	3	0	0	0	2	1	0	97	2		0	0	0	0
16:30	0	0	2	0	0	0	1	2	0	145	0		0	0	0	0
16:45	0	0	1	0	0	0	4	2	0	138	3		0	0	0	0
17:00	0	1	0	0	0	0	0	0	0	135	2		0	0	0	0
17:15	0	1	4	0	0	0	1	1	0	133	4		0	0	0	0
17:30	0	0	3	0	0	0	1	3	0	84	1		0	0	0	0
17:45	0	0	3	0	0	0	1	1	0	60	0		0	0	0	0

**Study Name 20\_Davis Hwy at Hart Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 20**

**Project**

**Davis Hwy at Hart Drive**

**Tuesday TMC**

**Type Road**

**Classification Heavy Vehicles**

	Hart Drive Eastbound				Hart Drive Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0
7:15	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0
7:30	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0
7:45	0	0	0	0	0	0	1	0	0	0	3	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0
8:15	0	0	0	0	0	0	0	0	0	0	9	0	0	0	0	0
8:30	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0
8:45	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0
16:15	0	0	0	0	0	0	0	0	0	0	3	1	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
16:45	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0

**Study Name 20\_Davis Hwy at Hart Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 20**

**Project**

**Davis Hwy at Hart Drive**

**Tuesday TMC**

**Type Crosswalk**

**Classification Pedestrians**

	Hart Drive Eastbound	Hart Drive Westbound	Davis Hwy Northbound	Davis Hwy Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	1	0	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 20\_Davis Hwy at Hart Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 20**

**Project**

**Davis Hwy at Hart Drive**

**Tuesday TMC**

**Type Crosswalk**

**Classification Bicycles on Crosswalk**

	Hart Drive Eastbound	Hart Drive Westbound	Davis Hwy Northbound	Davis Hwy Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	1	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 20\_Davis Hwy at Hart Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 20**

**Project**

**Davis Hwy at Hart Drive**

**Tuesday TMC**

**Type Road**

**Classification Bicycles on Road**

	Hart Drive Eastbound				Hart Drive Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Study Name 20\_Davis Hwy at Hart Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 20**

**Project**

**Davis Hwy at Hart Drive**

**Tuesday TMC**

**Type Road  
Classification Totals**

	Hart Drive Eastbound				Hart Drive Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	1	0	0	0	1	3	0	62	2		0	0	0	0
7:15	0	1	6	0	0	0	2	1	0	60	0		0	0	0	0
7:30	0	0	2	0	0	0	2	2	0	88	0		0	0	0	0
7:45	0	1	1	0	0	0	4	2	2	85	0		0	0	0	0
8:00	0	1	0	0	0	0	1	0	0	73	1		0	0	0	0
8:15	0	0	0	0	0	0	2	1	0	86	0		0	0	0	0
8:30	0	1	0	0	0	0	2	2	0	78	1		0	0	0	0
8:45	0	0	2	0	0	0	0	0	0	66	0		0	0	0	0
16:00	0	0	1	0	0	0	2	1	0	134	3		0	0	0	0
16:15	0	0	3	0	0	0	2	1	0	100	3		0	0	0	0
16:30	0	0	2	0	0	0	1	2	0	146	0		0	0	0	0
16:45	0	0	1	0	0	0	4	2	0	140	3		0	0	0	0
17:00	0	1	0	0	0	0	0	0	0	137	2		0	0	0	0
17:15	0	1	4	0	0	0	1	1	0	136	4		0	0	0	0
17:30	0	0	3	0	0	0	1	3	0	86	1		0	0	0	0
17:45	0	0	3	0	0	0	1	1	0	61	0		0	0	0	0



**Study Name 21\_Davis Hwy at I-110 Ramp**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 21**

**Project**

**Davis Hwy at I-110 Ramp**

**Tuesday TMC**

**Type Road**

**Classification Light Vehicles**

	I-110 Ramp Eastbound				Driveway Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	49	0	3	0	0	0	0	0	44	22	0	2	1	43	76
7:15	0	78	0	4	0	0	0	0	0	27	32	0	0	0	54	88
7:30	0	91	0	2	0	0	0	0	0	37	50	0	0	0	59	60
7:45	0	102	0	7	0	0	0	0	0	39	43	1	0	1	65	61
8:00	0	98	0	5	0	2	0	0	0	24	45	1	1	1	84	75
8:15	0	59	2	4	0	0	0	1	0	20	60	0	1	0	52	58
8:30	0	68	0	2	0	1	0	0	0	32	43	0	0	0	60	72
8:45	0	53	0	3	0	1	1	2	0	18	43	1	0	1	59	48
16:00	0	71	1	5	0	3	2	1	0	69	67	0	0	0	57	185
16:15	0	74	0	1	0	0	0	0	0	46	55	0	0	0	59	118
16:30	0	87	0	5	0	1	0	0	0	64	77	0	1	0	60	160
16:45	1	90	0	3	0	0	1	1	0	66	77	2	1	0	62	166
17:00	0	92	0	3	0	0	0	4	0	73	63	0	1	0	101	187
17:15	0	104	0	3	0	0	1	0	0	58	82	0	0	0	54	128
17:30	0	93	0	3	0	0	0	0	0	44	46	0	0	1	47	99
17:45	0	61	1	6	0	0	0	0	0	32	39	1	0	1	35	59

**Study Name 21\_Davis Hwy at I-110 Ramp**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 21**

**Project**

**Davis Hwy at I-110 Ramp**

**Tuesday TMC**

**Type Road**

**Classification Heavy Vehicles**

	I-110 Ramp Eastbound				Driveway Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	2	0	0	0	0	0	0	0	2	1	0	0	0	3	6
7:15	0	1	0	0	0	0	0	0	0	2	0	0	0	0	2	5
7:30	0	0	0	1	0	0	0	0	0	0	3	0	0	0	1	8
7:45	0	0	0	0	0	0	0	0	0	3	1	0	0	0	2	4
8:00	0	2	0	0	0	0	0	0	0	0	3	0	0	0	4	4
8:15	0	0	0	0	0	0	0	0	0	5	3	0	0	0	3	6
8:30	0	3	0	1	0	0	0	0	0	2	3	0	0	0	3	0
8:45	0	4	0	0	0	0	0	0	0	2	2	0	0	0	2	3
16:00	0	3	0	0	0	0	0	0	0	0	1	0	0	0	1	1
16:15	0	1	0	1	0	0	0	0	0	1	1	0	0	0	5	4
16:30	0	2	0	0	0	0	0	0	0	0	1	0	0	1	1	3
16:45	0	1	0	1	0	0	0	0	0	2	0	0	0	0	6	2
17:00	0	2	0	0	0	0	0	0	0	0	1	0	0	0	2	1
17:15	0	0	0	0	0	0	0	0	0	2	0	0	0	0	2	2
17:30	0	0	0	0	0	0	0	0	0	1	1	0	0	0	1	1
17:45	0	2	0	0	0	0	0	0	0	0	1	0	0	0	0	1

**Study Name 21\_Davis Hwy at I-110 Ramp**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 21**

**Project**

**Davis Hwy at I-110 Ramp**

**Tuesday TMC**

**Type Crosswalk**

**Classification Pedestrians**

	I-110 Ramp Eastbound	Driveway Westbound	Davis Hwy Northbound	Davis Hwy Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	1	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	0	0	0	0
16:45	0	1	0	0
17:00	0	0	0	0
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 21\_Davis Hwy at I-110 Ramp**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 21**

**Project**

**Davis Hwy at I-110 Ramp**

**Tuesday TMC**

**Type Crosswalk**

**Classification Bicycles on Crosswalk**

	I-110 Ramp Eastbound	Driveway Westbound	Davis Hwy Northbound	Davis Hwy Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	0	0
17:30	0	0	1	0
17:45	0	0	0	0

**Study Name 21\_Davis Hwy at I-110 Ramp**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 21**

**Project**

**Davis Hwy at I-110 Ramp**

**Tuesday TMC**

**Type Road**

**Classification Bicycles on Road**

	I-110 Ramp Eastbound				Driveway Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Study Name 21\_Davis Hwy at I-110 Ramp**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 21**

**Project**

**Davis Hwy at I-110 Ramp**

**Tuesday TMC**

**Type Road  
Classification Totals**

	I-110 Ramp Eastbound				Driveway Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	51	0	3	0	0	0	0	0	46	23	0	2	1	46	82
7:15	0	79	0	4	0	0	0	0	0	29	32	0	0	0	56	93
7:30	0	91	0	3	0	0	0	0	0	37	53	0	0	0	60	68
7:45	0	102	0	7	0	0	0	0	0	42	44	1	0	1	67	65
8:00	0	100	0	5	0	2	0	0	0	24	48	1	1	1	88	79
8:15	0	59	2	4	0	0	0	1	0	25	63	0	1	0	55	64
8:30	0	71	0	3	0	1	0	0	0	34	46	0	0	0	63	72
8:45	0	57	0	3	0	1	1	2	0	20	45	1	0	1	61	51
16:00	0	74	1	5	0	3	2	1	0	69	68	0	0	0	58	186
16:15	0	75	0	2	0	0	0	0	0	47	56	0	0	0	64	122
16:30	0	89	0	5	0	1	0	0	0	64	78	0	1	1	61	163
16:45	1	91	0	4	0	0	1	1	0	68	77	2	1	0	68	168
17:00	0	94	0	3	0	0	0	4	0	73	64	0	1	0	103	188
17:15	0	104	0	3	0	0	1	0	0	60	83	0	0	0	56	130
17:30	0	93	0	3	0	0	0	0	0	45	47	0	0	1	48	100
17:45	0	63	1	6	0	0	0	0	0	32	40	1	0	1	35	60

**Study Name 22\_Davis Hwy at Fairfield Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 22**

**Project**

**Davis Hwy at Fairfield Drive**

**Tuesday TMC**

**Type Road**

**Classification Light Vehicles**

	Fairfield Drive Eastbound				Fairfield Drive Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	52	134	101	0	1	172	12	0	10	33	24	0	7	22	54
7:15	0	51	171	110	0	0	196	12	0	17	44	46	0	9	23	38
7:30	0	57	165	82	1	2	220	19	0	18	67	46	0	12	32	64
7:45	0	72	205	78	0	6	175	22	0	16	72	56	1	9	49	69
8:00	0	62	160	100	0	4	121	11	0	28	68	44	0	12	47	69
8:15	0	61	169	77	1	4	148	18	0	18	57	36	2	17	37	69
8:30	1	50	155	84	0	7	136	18	0	27	58	39	0	12	37	89
8:45	1	48	142	63	1	9	139	13	0	13	50	26	2	16	31	49
16:00	1	86	186	186	0	2	221	13	0	18	51	57	0	19	49	108
16:15	0	71	193	129	0	6	261	16	0	25	55	56	5	18	46	102
16:30	0	70	189	159	0	6	294	18	0	20	65	71	0	16	48	100
16:45	1	67	195	171	0	3	216	13	0	29	64	71	2	16	54	110
17:00	0	64	202	198	0	6	248	11	0	20	70	78	1	22	63	125
17:15	0	63	222	141	0	8	247	13	0	26	61	70	1	13	39	112
17:30	1	61	192	111	0	3	191	12	0	17	60	76	1	22	34	96
17:45	0	35	137	65	1	2	170	11	0	10	35	50	1	11	25	51

**Study Name 22\_Davis Hwy at Fairfield Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 22**

**Project**

**Davis Hwy at Fairfield Drive**

**Tuesday TMC**

**Type Road**

**Classification Heavy Vehicles**

	Fairfield Drive Eastbound				Fairfield Drive Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	1	3	7	0	0	1	0	0	0	3	0	0	1	2	5
7:15	0	3	1	6	0	1	4	0	0	1	0	0	0	0	1	4
7:30	0	0	2	9	0	0	2	0	0	1	3	0	0	0	0	4
7:45	0	0	0	5	0	0	1	0	0	0	0	0	0	0	3	2
8:00	0	0	2	4	0	1	3	0	0	1	3	1	0	0	3	4
8:15	0	0	1	9	0	0	8	0	0	0	2	1	0	0	2	2
8:30	0	1	2	2	0	0	3	0	0	0	7	1	0	0	2	3
8:45	0	0	2	4	0	0	2	0	0	3	0	1	0	0	3	4
16:00	0	0	2	2	0	0	1	0	0	2	1	0	0	0	0	0
16:15	0	1	0	3	0	2	4	0	0	1	2	0	0	0	2	1
16:30	0	2	1	6	0	0	1	0	0	1	3	0	0	0	1	0
16:45	0	1	0	8	0	0	5	0	0	0	1	0	0	0	1	1
17:00	0	1	1	0	0	0	1	0	0	1	1	0	0	0	1	0
17:15	0	1	1	3	0	1	3	0	0	1	0	0	0	0	1	0
17:30	0	0	1	1	0	0	0	0	0	0	1	0	0	0	1	1
17:45	0	0	0	1	0	0	1	0	0	2	1	0	0	0	0	0



**Study Name 22\_Davis Hwy at Fairfield Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 22**

**Project**

**Davis Hwy at Fairfield Drive**

**Tuesday TMC**

**Type Crosswalk**

**Classification Pedestrians**

	Fairfield Drive Eastbound	Fairfield Drive Westbound	Davis Hwy Northbound	Davis Hwy Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 22\_Davis Hwy at Fairfield Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 22**

**Project**

**Davis Hwy at Fairfield Drive**

**Tuesday TMC**

**Type Crosswalk**

**Classification Bicycles on Crosswalk**

	Fairfield Drive Eastbound	Fairfield Drive Westbound	Davis Hwy Northbound	Davis Hwy Southbound
Start Time	Peds	Peds	Peds	Peds
7:00	0	0	0	0
7:15	0	0	0	0
7:30	0	0	0	0
7:45	0	0	0	0
8:00	0	0	0	0
8:15	0	0	0	0
8:30	0	0	0	0
8:45	0	0	0	0
16:00	0	0	0	0
16:15	0	0	0	0
16:30	0	0	0	0
16:45	0	0	0	0
17:00	0	0	0	0
17:15	0	0	0	0
17:30	0	0	0	0
17:45	0	0	0	0

**Study Name 22\_Davis Hwy at Fairfield Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 22**

**Project**

**Davis Hwy at Fairfield Drive**

**Tuesday TMC**

**Type Road**

**Classification Bicycles on Road**

	Fairfield Drive Eastbound				Fairfield Drive Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
Start Time	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**Study Name 22\_Davis Hwy at Fairfield Drive**

**Start Date 11-12-2019**

**Start Time 7:00**

**Site Code 22**

**Project**

**Davis Hwy at Fairfield Drive**

**Tuesday TMC**

**Type Road  
Classification Totals**

Start Time	Fairfield Drive Eastbound				Fairfield Drive Westbound				Davis Hwy Northbound				Davis Hwy Southbound			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right
7:00	0	53	137	108	0	1	173	12	0	10	36	24	0	8	24	59
7:15	0	54	172	116	0	1	200	12	0	18	44	46	0	9	24	42
7:30	0	57	167	91	1	2	222	19	0	19	70	46	0	12	32	68
7:45	0	72	205	83	0	6	176	22	0	16	72	56	1	9	52	71
8:00	0	62	162	104	0	5	124	11	0	29	71	45	0	12	50	73
8:15	0	61	170	86	1	4	156	18	0	18	59	37	2	17	39	71
8:30	1	51	157	86	0	7	139	18	0	27	65	40	0	12	39	92
8:45	1	48	144	67	1	9	141	13	0	16	50	27	2	16	34	53
16:00	1	86	188	188	0	2	222	13	0	20	52	57	0	19	49	108
16:15	0	72	193	132	0	8	265	16	0	26	57	56	5	18	48	103
16:30	0	72	190	165	0	6	295	18	0	21	68	71	0	16	49	100
16:45	1	68	195	179	0	3	221	13	0	29	65	71	2	16	55	111
17:00	0	65	203	198	0	6	249	11	0	21	71	78	1	22	64	125
17:15	0	64	223	144	0	9	250	13	0	27	61	70	1	13	40	112
17:30	1	61	193	112	0	3	191	12	0	17	62	76	1	22	35	97
17:45	0	35	137	66	1	2	171	11	0	12	36	50	1	11	25	51



## Appendix C:

### Historic Traffic Data

FLORIDA DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION STATISTICS OFFICE  
2018 HISTORICAL AADT REPORT

COUNTY: 48 - ESCAMBIA

SITE: 5030 - SR291 (ALCANIZ ST) - 200' S OF WRIGHT ST

YEAR	AADT		DIRECTION 1		DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----		-----	-----	-----	-----
2018	7200 C	N	4500	S	2700	9.00	52.20	3.90
2017	5600 C	N	3500	S	2100	9.00	58.60	4.50
2016	6500 C	N	4100	S	2400	9.00	56.30	3.20
2015	5700 C	N	3600	S	2100	9.00	55.50	3.50
2014	5500 C	N	3400	S	2100	9.00	55.80	3.40
2013	5700 C	N	3400	S	2300	9.00	56.30	3.20
2012	6700 C	N	4000	S	2700	9.00	56.10	3.00
2011	6600 C	N	3900	S	2700	9.00	56.10	3.40
2010	5400 C	N	3200	S	2200	9.39	55.60	3.60
2009	8000 C	N	3600	S	4400	9.51	57.14	3.60
2008	6800 C	N	3600	S	3200	9.42	56.46	3.80
2007	7800 F	N	3800	S	4000	9.42	56.49	6.30
2006	7800 C	N	3800	S	4000	9.16	52.46	3.40
2005	10100 C	N	5200		4900	10.00	55.30	4.70
2004	3800 C	N	3800			9.80	99.90	3.60
2003	3500 C	N	3500			9.60	99.90	4.40

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE  
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE  
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN  
\*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION STATISTICS OFFICE  
2018 HISTORICAL AADT REPORT

COUNTY: 48 - ESCAMBIA

SITE: 5293 - SR 291(ALCANIZ ST) - 150' N OF WRIGHT ST

YEAR	AADT		DIRECTION 1		DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----		-----	-----	-----	-----
2018	2100 C	S	2100		0	9.00	99.90	5.00
2017	2000 C	S	2000		0	9.00	99.90	3.80
2016	2200 C	S	2200		0	9.00	99.90	3.00
2015	2000 C	S	2000		0	9.00	99.90	3.90
2014	2000 C	S	2000			9.00	99.90	3.80
2013	2200 C	S	2200		0	9.00	99.90	3.30
2012	2100 C	S	2100		0	9.00	99.90	3.00
2011	2400 C	S	2400		0	9.00	99.90	3.40
2010	2000 C	S	2000		0	9.39	99.99	3.60
2009	2300 C	S	2300	B	0	9.51	99.99	3.60
2008	2600 C	S	2600	B	0	9.42	99.99	3.80
2007	2600 F		0		0	9.42	99.99	6.30
2006	2600 C	S	2600	B	0	9.16	99.99	3.40
2005	5000 C	S	5000	B		10.00	99.90	4.70
2004	2500 C	S	2500	B	0	9.80	99.90	3.60
2003	2200 C	S	2200	B	0	9.60	99.90	4.40

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE  
 S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE  
 V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN  
 \*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION STATISTICS OFFICE  
2018 HISTORICAL AADT REPORT

COUNTY: 48 - ESCAMBIA

SITE: 5028 - SR 291(ALCANIZ ST) - 225' S OF SR 10A(US90) CERVANTES ST

YEAR	AADT		DIRECTION 1		DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----		-----	-----	-----	-----
2018	2400 C	S	2400		0	9.00	99.90	3.90
2017	2300 C	S	2300		0	9.00	99.90	4.50
2016	2600 C	S	2600		0	9.00	99.90	3.20
2015	2500 C	S	2500		0	9.00	99.90	3.50
2014	2300 C	S	2300			9.00	99.90	3.40
2013	2300 C	S	2300		0	9.00	99.90	3.20
2012	2400 C	S	2400		0	9.00	99.90	3.00
2011	2700 C	S	2700		0	9.00	99.90	3.40
2010	2700 C	S	2700		0	9.39	99.99	3.60
2009	2700 C	S	2700	B	0	9.51	99.99	3.60
2008	3200 C	S	3200	B	0	9.42	99.99	3.80
2007	3200 C	S	3200	B	0	9.42	99.99	6.30
2006	3400 C	S	3400	B	0	9.16	99.99	3.40
2005	5200 C	S	5200	B		10.00	99.90	4.70
2004	3100 C	S	3100	B	0	9.80	99.90	3.60
2003	2900 C	S	2900	B	0	9.60	99.90	4.40

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE  
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE  
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN  
\*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES



FLORIDA DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION STATISTICS OFFICE  
2018 HISTORICAL AADT REPORT

COUNTY: 48 - ESCAMBIA

SITE: 5247 - SR 291 (MARTIN LUTHER KING DR) - 200' N OF LLOYD ST

YEAR	AADT		DIRECTION 1		DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----		-----	-----	-----	-----
2018	2200 C	S	2200		0	9.00	99.90	5.70
2017	2100 C	S	2100		0	9.00	99.90	4.40
2016	2600 C	S	2600		0	9.00	99.90	4.30
2015	2300 C	S	2300		0	9.00	99.90	3.50
2014	2400 C	S	2400			9.00	99.90	3.40
2013	2200 C	S	2200		0	9.00	99.90	3.20
2012	2400 C	S	2400		0	9.00	99.90	3.00
2011	2100 C	S	2100		0	9.00	99.90	3.40
2010	2400 C	S	2400		0	9.39	99.99	3.60
2009	2900 C	S	2900	B	0	9.51	99.99	3.60
2008	3100 C	S	3100	B	0	9.42	99.99	3.80
2007	3400 C	S	3400	B	0	9.42	99.99	6.30
2006	3700 C	S	3700	B	0	9.16	99.99	3.40
2005	3600 C	S	3600	B		10.00	99.90	4.70
2004	3700 C	S	3700	B	0	9.80	99.90	3.60
2003	3400 C	S	3400	B	0	9.60	99.90	4.40

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE  
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE  
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN  
\*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION STATISTICS OFFICE  
2018 HISTORICAL AADT REPORT

COUNTY: 48 - ESCAMBIA

SITE: 5235 - SR 291(MLK JR DR) - BTW MAXWELL & JORDAN (ONEWAY SB)

YEAR	AADT		DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----	-----	-----	-----	-----
2018	2400 C	S	2400	0	9.00	99.90	3.90
2017	2500 C	S	2500	0	9.00	99.90	4.50
2016	2400 C	S	2400	0	9.00	99.90	3.20
2015	2100 C	S	2100	0	9.00	99.90	3.50
2014	2400 C	S	2400		9.00	99.90	3.40
2013	2400 C	S	2400	0	9.00	99.90	3.20
2012	2800 C	S	2800	0	9.00	99.90	3.00
2011	2800 C	S	2800	0	9.00	99.90	3.40
2010	3100 C	S	3100	0	9.39	99.99	3.60
2009	3400 C	S	3400	0	9.51	99.99	3.60
2008	3600 C	S	3600	0	9.42	99.99	3.80
2007	3900 C	S	3900	0	9.42	99.99	6.30
2006	4100 C	S	4100	0	9.16	99.99	3.40
2005	3700 C	S	3700		10.00	99.90	4.70
2004	3800 C	S	3800	0	9.80	99.90	3.60
2003	3500 C	S	3500	0	9.60	99.90	4.40

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE  
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE  
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN  
\*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION STATISTICS OFFICE  
2018 HISTORICAL AADT REPORT

COUNTY: 48 - ESCAMBIA

SITE: 4007 - SR 291 (MLK JR DR) - 325' S OF TEXAR DR

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----	-----	-----	-----	-----	-----
2018	3200 C	S 3200	0	9.00	99.90	4.90
2017	3300 C	S 3300	0	9.00	99.90	4.90
2016	3500 C	S 3500	0	9.00	99.90	3.50
2015	3200 C	S 3200	0	9.00	99.90	4.80
2014	3100 C	S 3100		9.00	99.90	4.10
2013	3500 C	S 3500	0	9.00	99.90	4.40
2012	3400 C	S 3400	0	9.00	99.90	4.20
2011	3700 C	S 3700	0	9.00	99.90	3.90
2010	3800 C	S 3800	0	9.39	99.99	4.20
2009	3900 C	S 3900	B 0	9.51	99.99	4.70
2008	4700 C	S 4700	B 0	9.42	99.99	4.30
2007	5100 C	S 5100	B 0	9.42	99.99	3.00
2006	5400 C	S 5400	B 0	9.16	99.99	3.60
2005	5100 C	S 5100	B	10.00	99.90	4.40
2004	4800 C	S 4800	B 0	9.80	99.90	4.40
2003	4800 C	S 4800	B 0	9.60	99.90	3.40

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE  
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE  
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN  
\*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION STATISTICS OFFICE  
2018 HISTORICAL AADT REPORT

COUNTY: 48 - ESCAMBIA

SITE: 5308 - SR 291(MARTIN LUTHER KING JR DR) - 250' N OF TEXAR DR

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----	-----	-----	-----	-----	-----
2018	4200 C	S 4200	0	9.00	99.90	3.90
2017	4500 C	S 4500	0	9.00	99.90	4.50
2016	4100 C	S 4100	0	9.00	99.90	3.20
2015	5100 C	S 5100	0	9.00	99.90	3.50
2014	4200 C	S 4200		9.00	99.90	3.40
2013	3900 C	S 3900	0	9.00	99.90	3.20
2012	4300 C	S 4300	0	9.00	99.90	3.00
2011	4300 C	S 4300	0	9.00	99.90	3.40
2010	4100 C	S 4100	0	9.39	99.99	3.60
2009	5500 C	S 5500	B 0	9.51	99.99	3.60
2008	6500 C	S 6500	B 0	9.42	99.99	3.80
2007	6200 C	S 6200	B 0	9.42	99.99	6.30
2006	6700 C	S 6700	B 0	9.16	99.99	3.40
2005	6500 C	S 6500	B	10.00	99.90	4.70
2004	6200 C	S 6200	B 0	9.80	99.90	3.60
2003	6100 C	S 6100	B 0	9.60	99.90	4.40

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE  
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE  
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN  
\*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION STATISTICS OFFICE  
2018 HISTORICAL AADT REPORT

COUNTY: 48 - ESCAMBIA

SITE: 5292 - SR 291(DAVIS HWY) - 200' N OF WRIGHT ST

YEAR	AADT		DIRECTION 1		DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----		-----	-----	-----	-----
2018	2900 C	N	2900		0	9.00	99.90	3.00
2017	2600 C	N	2600		0	9.00	99.90	3.20
2016	2900 C	N	2900		0	9.00	99.90	2.80
2015	2700 C	N	2700		0	9.00	99.90	3.10
2014	2400 C	N	2400			9.00	99.90	2.70
2013	2900 C	N	2900		0	9.00	99.90	1.90
2012	2700 C	N	2700		0	9.00	99.90	1.70
2011	2800 C	N	2800		0	9.00	99.90	3.10
2010	2600 C	N	2600		0	9.39	99.99	3.50
2009	2700 C	N	2700		0	9.51	99.99	2.40
2008	2700 C	N	2700		0	9.42	99.99	3.50
2007	3000 C	N	3000		0	9.42	99.99	5.50
2006	2900 C	N	2900		0	9.16	99.99	2.10
2005	3100 F	N	3100	B	0	10.00	99.90	2.80
2004	3000 C	N	3000	B		9.80	99.90	2.80
2003	2700 C	N	2700	B		9.60	99.90	3.60

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE  
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE  
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN  
\*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION STATISTICS OFFICE  
2018 HISTORICAL AADT REPORT

COUNTY: 48 - ESCAMBIA

SITE: 5161 - SR 291(DAVIS HWY) - 450' S OF US90 (CERVANTES ST)

YEAR	AADT		DIRECTION 1		DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----		-----	-----	-----	-----
2018	3000 C		N 3000		0	9.00	99.90	3.90
2017	2800 C		N 2800		0	9.00	99.90	4.50
2016	3000 C		N 3000		0	9.00	99.90	3.20
2015	2600 C		N 2600		0	9.00	99.90	3.50
2014	2600 C		N 2600			9.00	99.90	3.40
2013	2500 C		N 2500		0	9.00	99.90	3.20
2012	2700 C		N 2700		0	9.00	99.90	3.00
2011	3300 C		N 3300		0	9.00	99.90	3.40
2010	2900 C		N 2900		0	9.39	99.99	3.60
2009	3500 C		N 3500		0	9.51	99.99	3.60
2008	4000 C		N 0	S	0	9.42	56.46	3.80
2007	4500 C		N 4500		0	9.42	99.99	6.30
2006	4100 C		N 4100		0	9.16	99.99	3.40
2005	4200 C		N 4200	B		10.00	99.90	4.70
2004	3700 C		N 3700	B		9.80	99.90	3.60
2003	3600 C		N 3600	B		9.60	99.90	4.40

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE  
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE  
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN  
\*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION STATISTICS OFFICE  
2018 HISTORICAL AADT REPORT

COUNTY: 48 - ESCAMBIA

SITE: 5248 - SR 291(DAVIS HWY) - 125' N OF LLOYD ST

YEAR	AADT		DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----	-----	-----	-----	-----
2018	2000 C	N	2000	0	9.00	99.90	3.70
2017	2100 C	N	2100	0	9.00	99.90	5.10
2016	2300 C	N	2300	0	9.00	99.90	4.40
2015	1900 C	N	1900	0	9.00	99.90	3.50
2014	2000 C	N	2000		9.00	99.90	3.70
2013	2000 C	N	2000	0	9.00	99.90	4.00
2012	2100 C	N	2100	0	9.00	99.90	3.00
2011	2400 C	N	2400	0	9.00	99.90	3.40
2010	2200 C	N	2200	0	9.39	99.99	3.60
2009	2700 C	N	2700	0	9.51	99.99	3.60
2008	2800 C	N	2800	0	9.42	99.99	3.80
2007	2800 C	N	2800	0	9.42	99.99	6.30
2006	3200 C	N	3200	0	9.16	99.99	3.40
2005	3000 C	N	3000	B	10.00	99.90	4.70
2004	3200 C	N	3200	B	9.80	99.90	3.60
2003	2800 C	N	2800	B	9.60	99.90	4.40

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE  
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE  
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN  
\*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION STATISTICS OFFICE  
2018 HISTORICAL AADT REPORT

COUNTY: 48 - ESCAMBIA

SITE: 5234 - SR 291(DAVIS HWY) - BTW MAXWELL & JORDAN (ONEWAY NB)

YEAR	AADT		DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----	-----	-----	-----	-----
2018	3200 C	N	3200	0	9.00	99.90	3.90
2017	3100 C	N	3100	0	9.00	99.90	4.50
2016	3400 C	N	3400	0	9.00	99.90	3.20
2015	4700 C	N	4700	0	9.00	99.90	3.50
2014	3200 C	N	3200		9.00	99.90	3.40
2013	2900 C	N	2900	0	9.00	99.90	3.20
2012	3400 C	N	3400	0	9.00	99.90	3.00
2011	3400 C	N	3400	0	9.00	99.90	3.40
2010	3600 C	N	3600	0	9.39	99.99	3.60
2009	5100 C	N	5100	0	9.51	99.99	3.60
2008	4700 C	N	4700	0	9.42	99.99	3.80
2007	4200 C	N	4200	0	9.42	99.99	6.30
2006	4400 C	N	4400	0	9.16	99.99	3.40
2005	4500 C	N	4500		10.00	99.90	4.70
2004	4400 C	N	4400		9.80	99.90	3.60
2003	3900 C	N	3900		9.60	99.90	4.40

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE  
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE  
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN  
\*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES



FLORIDA DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION STATISTICS OFFICE  
2018 HISTORICAL AADT REPORT

COUNTY: 48 - ESCAMBIA

SITE: 5047 - SR 291(DAVIS ST) - 200' N OF MAXWELL ST (ONEWAY NB)

YEAR	AADT		DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----	-----	-----	-----	-----
2018	2900 C	N	2900	0	9.00	99.90	4.70
2017	2900 C	N	2900	0	9.00	99.90	5.30
2016	3300 C	N	3300	0	9.00	99.90	3.30
2015	2800 C	N	2800	0	9.00	99.90	4.00
2014	2800 C	N	2800		9.00	99.90	4.30
2013	3200 C	N	3200	0	9.00	99.90	3.80
2012	3000 C	N	3000	0	9.00	99.90	4.40
2011	3300 C	N	3300	0	9.00	99.90	3.70
2010	2900 C	N	2900	0	9.39	99.99	4.40
2009	3400 C	N	3400	0	9.51	99.99	3.60
2008	4400 C	N	4400	0	9.42	99.99	3.80
2007	4000 C	N	4000	0	9.42	99.99	7.20
2006	3900 C	N	3900	0	9.16	99.99	4.00
2005	4100 C	N	4100		10.00	99.90	4.30
2004	4400 C	N	4400		9.80	99.90	4.30
2003	3900 C	N	3900		9.60	99.90	6.40

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE  
 S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE  
 V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN  
 \*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION STATISTICS OFFICE  
2018 HISTORICAL AADT REPORT

COUNTY: 48 - ESCAMBIA

SITE: 4010 - SR 291 (DAVIS HWY) - 575' N OF TEXAR DR

YEAR	AADT		DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----		-----	-----	-----	-----	-----
2018	5000 C	N	5000	0	9.00	99.90	3.90
2017	4700 C	N	4700	0	9.00	99.90	4.50
2016	5300 C	N	5300	0	9.00	99.90	3.20
2015	5000 C	N	5000	0	9.00	99.90	3.50
2014	4800 C	N	4800		9.00	99.90	3.40
2013	4800 C	N	4800	0	9.00	99.90	3.20
2012	5000 C	N	5000	0	9.00	99.90	3.00
2011	5100 C	N	5100	0	9.00	99.90	3.40
2010	4700 C	N	4700	0	9.39	99.99	3.60
2009	5300 C	N	5300	0	9.51	99.99	3.60
2008	6600 C	N	6600	0	9.42	99.99	3.80
2007	5700 C	N	5700	0	9.42	99.99	6.30
2006	5600 C	N	5600	0	9.16	99.99	3.40
2005	5800 C	N	5800	B	10.00	99.90	4.70
2004	6200 C	N	6200	B	9.80	99.90	3.60
2003	5700 C	N	5700	B	9.60	99.90	4.40

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE  
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE  
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN  
\*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION STATISTICS OFFICE  
2018 HISTORICAL AADT REPORT

COUNTY: 48 - ESCAMBIA

SITE: 5323 - SR 291 (DAVIS HWY) - 400' S OF FAIRFIELD DR

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
----	-----	-----	-----	-----	-----	-----
2018	9900 C	N 6100	S 3800	9.00	52.20	3.90
2017	9500 C	N 6000	S 3500	9.00	58.60	4.50
2016	9200 C	N 5500	S 3700	9.00	56.30	3.20
2015	8900 C	N 5100	S 3800	9.00	55.50	3.50
2014	8400 C	N 4600	S 3800	9.00	55.80	3.40

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE  
 S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE  
 V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN  
 \*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES



## Appendix D: Signal Timing Plans

①

## COORDINATED SYSTEM

ID#:   
 Date: 11/18/19

Intersection Location: Alcaniz and Gregory

### Coordination Timing

#### Weekday Plan

Day	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Plan	1	1	1	1	1	1	1

#### Cycle

	1	2	3	4	5	6
Length						
Min Length						

#### Offsets (%)

Cycle	1	2	3	4	5	6
Offset 1						
Offset 2						
Offset 3						
Offset 4						
Offset 5						

#### Phase Allocation (%)

Phase	1	2	3	4	5	6	7	8
Split 1								
Split 2								
Split 3								
Split 4								
Split 5								
Split 6								

#### Time Of Day Plans

Plan	Time	C/O/S	CKT
1	0:00		Free
1	6:45		Max2 on
1	8:30		Max2off
1			
1			
1			
2			
2			
2			
2			
2			
2			
2			
2			
3			
3			
3			
3			
3			
3			

### Basic Timings

	1	2	3	4	5	6	7	8
Approach	x		x		x	x		
Movement		WB		NB			NBLT	SB
Initial		8		5			5	6
Passage		5.0		4.0			3.0	4.0
Yellow		4.0		4.0			4.0	4.0
All Red		2.0		2.0			2.0	2.0
Walk		7		7				9
Don't Walk		24		14				14
Max 1		40		25			15	25
Max11		65		25			15	25

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# Intersection: Cervantes & Alcaniz/MLK

Programmed Basic Timings								
Phase	1	2	3	4	5	6	7	8
Movement	WBL	EB		SB		WB		
Turn Type	Prot/Perm							
Initial	4	15	4	5	4	15	4	4
Passage	2.5	5	4	2.5	4	5	4	4
Yellow	4	4	4	4	4	4	4	4
Red	2	2	2	2	2	2	2	2
Walk		7		7		7		7
Ped Clr		15		22		12		
Max 1	25	45	5	30	5	45	5	5
Max 2	30	140	30	50	30	140	30	30

TOD	Plan 1 Weekday	TOD	Plan 2 Saturday	TOD	Plan 3 Sunday
0000	Free	0000	Free	0000	Free
0530	4/4/4	0630	4/4/4	0730	4/4/4
0630	1/1/1	0800	5/5/1	0830	5/5/1
1030	2/2/2	2200	4/4/4	2000	4/4/4
1530	3/3/3			2200	Free
1800	2/2/2				
2030	4/4/4				
2330	Free				

Cycle	1	2	3	4	5
	140	140	160	100	120
Offset 1	61				
Offset 2		61			
Offset 3			53		
Offset 4				7	
Offset 5					4

Allocation Phase	1	2	3	4	5	6	7	8
S1	16	59		25		75		25
S2	14	61		25		75		25
S3	13	65		22		78		22
S4	16	49		35		65		35
S5	13	58		29		71		29

Notes:

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# Intersection: Cervantes & Hayne St

Programmed Basic Timings								
Phase	1	2	3	4	5	6	7	8
Movement	EBL	WB		NB		EB		
Turn Type	Prot/Perm							
Initial	4	15	1	4	1	15	1	1
Passage	2.5	5	0	2.5	0	5	0	0
Yellow	4	4	4	4	4	4	4	4
Red	2	2	0	2	0	2	0	0
Walk		7		7		7		7
Ped Clr		12		20		12		23
Max 1	15	35	30	15	30	35	30	30
Max 2	60	100	30	40	30	140	30	30

TOD	Plan 1 Weekday	TOD	Plan 2 Saturday	TOD	Plan 3 Sunday
0000	Free	0000	Free	0000	Free
0530	4/4/4	0630	4/4/4	0730	4/4/4
0630	1/1/1	0800	5/5/1	0830	5/5/1
1030	2/2/2	2200	4/4/4	2000	4/4/4
1530	3/3/3			2200	Free
1800	2/2/2				
2030	4/4/4				
2330	Free				

Cycle	1	2	3	4	5
	140	140	160	100	120
Offset 1	58				
Offset 2		58			
Offset 3			49		
Offset 4				6	
Offset 5					11

Allocation Phase	1	2	3	4	5	6	7	8
S1	25	51		24		76		
S2	29	47		24		76		
S3	31	48		21		79		
S4	22	45		33		67		
S5	29	43		28		72		

Notes:

# PENSACOLA

THE UPSIDE of FLORIDA

5

COORDINATED SYSTEM : FREE

ID#:

Date: 11/18/19

Intersection Location: MLK and Blunt

## Coordination Timing

### Weekday Plan

Day	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Plan							

Cycle	1	2	3	4	5	6
Length						
Min Length						

### Offsets (%)

Cycle	1	2	3	4	5	6
Offset 1						
Offset 2						
Offset 3						
Offset 4						
Offset 5						

### Phase Allocation (%)

Phase	1	2	3	4	5	6	7	8
Split 1								
Split 2								
Split 3								
Split 4								
Split 5								
Split 6								

### Time Of Day Plans : FREE

Plan	Time	C/O/S	CKT
1			Free
1			
1			
1			
1			
1			
2			
2			
2			
2			
2			
2			
2			
2			
3			
3			
3			
3			
3			
3			

## Basic Timings

	1	2	3	4	5	6	7	8
Approach	x		x		x	x	x	x
Movement		SB		EB/WB				
Initial		5		5				
Passage		4.0		4.0				
Yellow		4.0		4.0				
All Red		2.0		2.0				
Walk		7		7				
Don't Walk		10		10				
Max 1		25		20				
Max11		30		30				



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## COORDINATED SYSTEM

ID#:   
Date: 11/18/19

Intersection Location: MLK and Maxwell

### Coordination Timing : FREE

#### Weekday Plan

Day	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Plan							

Cycle	1	2	3	4	5	6
Length						
Min Length						

#### Offsets (%)

Cycle	1	2	3	4	5	6
Offset 1						
Offset 2						
Offset 3						
Offset 4						
Offset 5						

#### Phase Allocation (%)

Phase	1	2	3	4	5	6	7	8
Split 1								
Split 2								
Split 3								
Split 4								
Split 5								
Split 6								

#### Time Of Day Plans

Plan	Time	C/O/S	CKT
1			FREE
1			
1			
1			
1			
2			
2			
2			
2			
2			
2			
2			
3			
3			
3			
3			
3			
3			

### Basic Timings

	1	2	3	4	5	6	7	8
Approach			x		x		x	x
Movement	SBRT	NB		WB		SB		
Initial	4	5		6		5		
Passage	2.0	4.0		5.0		4.0		
Yellow	4.0	4.0		4.0		4.0		
All Red	2.0	2.0		2.0		2.0		
Walk		5		7		5		
Don't Walk		11		11		11		
Max 1	15	30		30		30		
Max11	30	30		30		30		

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## COORDINATED SYSTEM

ID#:

Date: 11/18/19

Intersection Location: Maxwell and Hayne

### Coordination Timing : FREE

#### Weekday Plan

Day Plan	Sun	Mon	Tues	Wed	Thurs	Fri	Sat

Cycle	1	2	3	4	5	6
Length						
Min Length						

#### Offsets (%)

Cycle	1	2	3	4	5	6
Offset 1						
Offset 2						
Offset 3						
Offset 4						
Offset 5						

#### Phase Allocation (%)

Phase	1	2	3	4	5	6	7	8
Split 1								
Split 2								
Split 3								
Split 4								
Split 5								
Split 6								

#### Time Of Day Plans

Plan	Time	C/O/S	CKT
1			FREE
1			
1			
1			
1			
1			
2			
2			
2			
2			
2			
2			
2			
2			
3			
3			
3			
3			
3			
3			

### Basic Timings

	1	2	3	4	5	6	7	8
Approach			x		x		x	x
Movement	SBRT	NB		WB		SB		
Initial	4	5		6		5		
Passage	2.0	4.0		5.0		4.0		
Yellow	4.0	4.0		4.0		4.0		
All Red	2.0	2.0		2.0		2.0		
Walk		5		7		5		
Don't Walk		11		11		11		
Max 1	15	30		30		30		
Max11	30	30		30		30		

## SR 291 (MLK DR) @ SR 752 (TEXAR DR)

Yellow Change Interval								
Phase	1	2	3	4	5	6	7	8
Movement	N/A	WBT	N/A	N/A	WBL	EB	N/A	SB
Speed (mph)	N/A	35	N/A	N/A	35	35	N/A	35
Grade (%/100)	N/A	-0.001	N/A	N/A	-0.001	-0.003	N/A	-0.016
Yellow Change Interval (sec)	N/A	4.0	N/A	N/A	4.0	4.0	N/A	4.1

Minimum Value (V)	
APPROACH SPEED (MPH)	YELLOW INTERVAL (SECONDS)
25	3.4
30	3.7
35	4.0
40	4.4
45	4.8
50	5.1
55	5.5
60	5.9
65	6.0

\* For approach grades other than 0%, use ITE Formula

Minimum Value (R) = 2.0 Seconds

Red Clearance Interval								
Phase	1	2	3	4	5	6	7	8
Movement	N/A	WBT	N/A	N/A	WBL	EB	N/A	SB
Speed (mph)	N/A	35	N/A	N/A	35	35	N/A	35
Inter. Width	N/A	80	N/A	N/A	70	80	N/A	90
Red Clearance Interval (sec)	N/A	1.9	N/A	N/A	1.7	1.9	N/A	2.1



Programmed Basic Timings							
Phase	1	2	3	4	5	7	8
Initial	6.0	10.0	6.0	6.0	6.0	10.0	8.0
Passage	3.0	4.0	0.0	0.0	3.0	4.0	0.0
Yellow	4.0	4.0	4.0	4.0	4.0	4.0	4.1
Red	2.0	2.0	2.0	2.0	2.0	2.0	2.1
Walk	0.0	7.0	0.0	7.0	0.0	7.0	0.0
Ped Clr	0.0	9.0	0.0	17.0	0.0	9.0	0.0
Max 1	0.0	60.0	0.0	0.0	20.0	60.0	0.0
Max 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Yellow Change and Red Clearance Intervals are set in accordance with Section 3.6 of the *FDOT Traffic Engineering Manual Revised September 2013*. All Signal Timing Alterations, along with any Controller Replacements, must be approved by Escambia County and the Signalization Project Manager within 72 hours of Alteration or Replacement. Contact [signals@myescambia.com](mailto:signals@myescambia.com)

Note: All Programmed Basic Timings, with the exception of the Yellow Change and Red Clearance Intervals, are existing timings which are the responsibility of the signal owner.

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# Intersection: Cervantes & Davis

Programmed Basic Timings								
Phase	1	2	3	4	5	6	7	8
Movement	EBL	WB		NB		EB		
Turn Type	Prot/Perm							
Initial	4	15	1	5	1	15	1	1
Passage	2.5	5	1	3	1	5	1	1
Yellow	4	4	4	4	4	4	4	4
Red	2	2.5	0	2	0	2.5	0	0
Walk		7		7		7		
Ped Clr		9		18		10		
Max 1	20	45	0	25	0	45	0	0
Max 2	30	140	0	40	0	140	0	0

TOD	Plan 1 Weekday	TOD	Plan 2 Saturday	TOD	Plan 3 Sunday
0000	Free	0000	Free	0000	Free
0530	4/4/4	0630	4/4/4	0730	4/4/4
0630	1/1/1	0800	5/5/1	0830	5/5/1
1030	2/2/2	2200	4/4/4	2000	4/4/4
1530	3/3/3			2200	Free
1800	2/2/2				
2030	4/4/4				
2330	Free				

Cycle	1	2	3	4	5
	140	140	160	100	120
Offset 1	54				
Offset 2		55			
Offset 3			53		
Offset 4				2	
Offset 5					8

Allocation Phase	1	2	3	4	5	6	7	8
S1	11	67		22		78		22
S2	11	67		22		78		22
S3	13	68		19		81		19
S4	16	53		31		69		31
S5	13	61		26		74		26

Notes:

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COORDINATED SYSTEM : FREE

ID#:

Date: 11/18/19

Intersection Location: Davis and Blunt

### Coordination Timing

#### Weekday Plan

Day Plan	Sun	Mon	Tues	Wed	Thurs	Fri	Sat

Cycle	1	2	3	4	5	6
Length						
Min Length						

#### Offsets (%)

Cycle	1	2	3	4	5	6
Offset 1						
Offset 2						
Offset 3						
Offset 4						
Offset 5						

#### Phase Allocation (%)

Phase	1	2	3	4	5	6	7	8
Split 1								
Split 2								
Split 3								
Split 4								
Split 5								
Split 6								

#### Time Of Day Plans : FREE

Plan	Time	C/O/S	CKT
1			
1			
1			
1			
1			
1			
2			
2			
2			
2			
2			
2			
2			
2			
3			
3			
3			
3			
3			
3			

### Basic Timings

	1	2	3	4	5	6	7	8
Approach	x	SB	x	EB/WB	x	x	x	x
Movement								
Initial		8		10				
Passage		4		4				
Yellow		5.0		5.0				
All Red		2.5		2.5				
Walk		7		7				
Don't Walk		11		11				
Max 1		30		30				
Max11		20		20				



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SR 291 (DAVIS HWY) @ SR 752 (TEXAR DR)

Yellow Change Interval								
Phase	1	2	3	4	5	6	7	8
Movement	EBL	WB	N/A	NB	N/A	EBT	N/A	N/A
Speed (mph)	35	35	N/A	35	N/A	35	N/A	N/A
Grade (%/100)	0.002	0.008	N/A	-0.002	N/A	0.002	N/A	N/A
Yellow Change Interval (sec)	4.0	3.9	N/A	4.0	N/A	4.0	N/A	N/A

Minimum Value ( Y )	
APPROACH SPEED (MPH)	YELLOW INTERVAL (SECONDS)
25	3.4
30	3.7
35	4.0
40	4.4
45	4.8
50	5.1
55	5.5
60	5.9
65	6.0

\* For approach grades other than 0%, use ITE Formula.

Minimum Value ( R ) = 2.0 Seconds

Red Clearance Interval								
Phase	1	2	3	4	5	6	7	8
Movement	EBL	WB	N/A	NB	N/A	EBT	N/A	N/A
Speed (mph)	35	35	N/A	35	N/A	35	N/A	N/A
Inter. Width	60	70	N/A	105	N/A	65	N/A	N/A
Red Clearance Interval (sec)	1.6	1.7	N/A	2.4	N/A	1.7	N/A	N/A



Programmed Basic Timings								
Phase	1	2	3	4	5	6	7	8
Initial	6.0	10.0	6.0	6.0	6.0	10.0	6.0	6.0
Passage	3.0	4.0	0.0	3.0	0.0	4.0	0.0	0.0
Yellow	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Red	2.0	2.0	2.0	2.4	2.0	2.0	2.0	2.0
Walk	0.0	7.0	0.0	7.0	0.0	7.0	0.0	7.0
Ped Clr	0.0	9.0	0.0	17.0	0.0	9.0	0.0	19.0
Max 1	30.0	60.0	0.0	40.0	0.0	60.0	0.0	0.0
Max 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Yellow Change and Red Clearance Intervals are set in accordance with Section 3.6 of the FDOT Traffic Engineering Manual Revised September 2013. All Signal Timing Alterations, along with any Controller Replacements, must be approved by Escambia County and the Signalization Project Manager within 72 hours of Alteration or Replacement. Contact [signals@myescambia.com](mailto:signals@myescambia.com)

Note: All Programmed Basic Timings, with the exception of the Yellow Change and Red Clearance Intervals, are existing timings which are the responsibility of the signal owner.

Pensacola  
Davis Hwy & I-110 NB Ramp > Unit Configuration > Unit Configuration

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B.3 System Information

System Id	17
Name	DAVIS & 110>
Location	

1.2 Unit Setup

Auto Ped Clear	Disabled
Red Revert	2
Min Yellow Time	3
Texas Dmd Mode	Disabled
Texas Dmd Type	4-Phase

1.3 Startup

Flash	0
All Red	0
Start Veh Call	2,6
Start Ped Call	

1.4 Channel Setup (1-16)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Type	V	V	O	O	V	V	V	V	O	O	O	O	P	O	O	P
Source	1	2			5	6	7	8					2			8
Alt 1/2 Hz																
Flash Red																
Flash Yel		X				X										

1.4 Channel Setup (17-32)

	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Type	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V
Source																
Alt 1/2 Hz																
Flash Red																
Flash Yel																
Start Next Phases																





2.5 Phase Concurrency

	1	2	3	4	5	6	7	8
Phase 1					X	X		
Phase 2					X	X		
Phase 3							X	X
Phase 4							X	X
Phase 5	X	X						
Phase 6	X	X						
Phase 7			X	X				
Phase 8			X	X				
Phase 9								
Phase 10								
Phase 11								
Phase 12								
Phase 13								
Phase 14								
Phase 15								
Phase 16								





2.4 Phase Enable and Rings

	1	2	3	4	5	6	7	8
Startup	2	4	2	2	2	4	2	2
Enabled	X	X	X	X	X	X	X	X
Ring1	X	X	X	X				
Ring2					X	X	X	X
Ring3								
Ring4								

Phase Diagram

	1	2	3	4
Direction				
Arrow				

	5	6	7	8
Direction				
Arrow				

Program Type      McCain Omni eX  
Firmware            1.8  
Street 1            Davis Hwy  
Street 2            NB I110 Ramp  
Last Modified      11/6/2017 7:55 AM

**5.1 Coordination Constants**

Correction Mode	Shortway
Max Cycles Trans	3
Coord Max Mode	Max Inhibit
Coord Force Mode	Fixed
Perm Strategy	Maximum
Omit Strategy	Minimum
Sync Point	End Green
No Early Return	Disable
Sync Ref Time	0
Operational Mode	254



# Pensacola

## Davis Hwy & I-110 NB Ramp > Phases > Phase Timing

2.1 Phase Parameters Set 1	1	2	3	4	5	6	7	8
Min. Green	5	15	0	0	5	15	5	10
Pass/10	3	6	0	0	3	6	3	3
Max. 1	20	40	0	0	20	40	20	45
Max. 2	30	30	0	0	30	30	30	30
Yel/10	4	4	0	0	4	4	4	4
Red/10	2	2.5	2	2	2	2	2	2
Walk	0	7	0	0	0	0	0	5
Pedestrian Clear	0	25	0	0	0	0	0	25
Add In/10	0	0	0	0	0	0	0	0
Max. Initial	0	0	0	0	0	0	0	0
TBR	0	0	0	0	0	0	0	0
CBR	0	0	0	0	0	0	0	0
TTR	0	0	0	0	0	0	0	0
Reduce/10	0	0	0	0	0	0	0	0
Min Gp/10	0	0	0	0	0	0	0	0
DM Limit	0	0	0	0	0	0	0	0
DM Stp/10	0	0	0	0	0	0	0	0
Red Rv/10	2	2	2	2	2	2	2	2
Cond Svc Min	0	0	0	0	0	0	0	0
Alt Min Green	0	0	0	0	0	0	0	0
Alt Ps/10	0	0	0	0	0	0	0	0
Alternate Walk	0	0	0	0	0	0	0	0
Alt Ped Clear	0	0	0	0	0	0	0	0
Advanced Walk	0	0	0	0	0	0	0	0
Delay Walk	0	0	0	0	0	0	0	0
St Dly/10	0	0	0	0	0	0	0	0
Green Clear	0	0	0	0	0	0	0	0

2.2 Phase Options Set 1	1	2	3	4	5	6	7	8
Phase Omit			X	X				
Ped Omit	X		X	X	X	X	X	
Min Recall		X				X		
Max Recall								
Soft Recall								
Ped Recall								
Pedestrian Recycle								
Cond Srv								
Detector Lock		X				X		
Dual Entry		X				X		
Simul Gap	X	X			X	X	X	X
Guar Pass								
Add Init Calc								
Walk Rest								
Red Rest								
Flash Entry								X
Flash Exit		X				X		
CNA-1								
CNA-2								
No Backup								
Max Walk								
Max Extension								
Sequential Timing								
No Min Yellow								
FDW Ped Recycle								





5.2 Patterns	1	2	3	4	5	6
Cycle Time	150	150	160	150	0	0
Offset Time	0	0	0	0	0	0
Split	1	2	3	4	1	1
Sequence	1	1	1	1	1	1
Correction Mode						
Maximum Mode						
Force Mode						
Perm Strategy						
Omit Strategy						
Early Return	Default	Default	Default	Default	Default	Default
Texas Diamond						
Max2 Phases						
Phase Timing Set	1	1	1	1	1	1
Phase Option Set	1	1	1	1	1	1
Overlap Set	1	1	1	1	1	1
Veh. Det. Set	1	1	1	1	1	1
Ped. Det. Set	1	1	1	1	1	1
Veh. Det. Diag Set	1	1	1	1	1	1
Ped. Det. Diag Set	1	1	1	1	1	1
Priority Set	1	1	1	1	1	1
Ped Ovlp Set	1	1	1	1	1	1
Det. Reset						

5.2 Patterns	9	10	11	12	13	14
Cycle Time	0	0	0	0	0	0
Offset Time	0	0	0	0	0	0
Split	1	1	1	1	1	1
Sequence	1	1	1	1	1	1
Correction Mode						
Maximum Mode						
Force Mode						
Perm Strategy						
Omit Strategy						
Early Return	Default	Default	Default	Default	Default	Default
Texas Diamond						
Max2 Phases						
Phase Timing Set	1	1	1	1	1	1
Phase Option Set	1	1	1	1	1	1
Overlap Set	1	1	1	1	1	1
Veh. Det. Set	1	1	1	1	1	1
Ped. Det. Set	1	1	1	1	1	1
Veh. Det. Diag Set	1	1	1	1	1	1
Ped. Det. Diag Set	1	1	1	1	1	1
Priority Set	1	1	1	1	1	1
Ped Ovlp Set	1	1	1	1	1	1
Det. Reset						

7	8
0	0
0	0
1	1
1	1

Default

Default

1	1
1	1
1	1
1	1
1	1
1	1
1	1
1	1
1	1

15	16
0	0
0	0
1	1
1	1

Default

Default

1	1
1	1
1	1
1	1
1	1
1	1
1	1
1	1
1	1

**Pensacola**  
**Davis Hwy & I-110 NB Ramp > Coordination > Coordination**

5.2 Patterns	1	2	3	4	5	6	7	8
Cycle Time	150	150	160	150	0	0	0	0
Offset Time	0	0	0	0	0	0	0	0
Split	1	2	3	4	1	1	1	1
Sequence	1	1	1	1	1	1	1	1
Correction Mode								
Maximum Mode								
Force Mode								
Perm Strategy								
Omit Strategy								
Early Return	Default	Default	Default	Default	Default	Default	Default	Default
Texas Diamond								
Max2 Phases								
Phase Timing Set	1	1	1	1	1	1	1	1
Phase Option Set	1	1	1	1	1	1	1	1
Overlap Set	1	1	1	1	1	1	1	1
Veh. Det. Set	1	1	1	1	1	1	1	1
Ped. Det. Set	1	1	1	1	1	1	1	1
Veh. Det. Diag Set	1	1	1	1	1	1	1	1
Ped. Det. Diag Set	1	1	1	1	1	1	1	1
Priority Set	1	1	1	1	1	1	1	1
Ped Ovlp Set	1	1	1	1	1	1	1	1
Det. Reset								

5.2 Patterns	9	10	11	12	13	14	15	16
Cycle Time	0	0	0	0	0	0	0	0
Offset Time	0	0	0	0	0	0	0	0
Split	1	1	1	1	1	1	1	1
Sequence	1	1	1	1	1	1	1	1
Correction Mode								
Maximum Mode								
Force Mode								
Perm Strategy								
Omit Strategy								
Early Return	Default	Default	Default	Default	Default	Default	Default	Default
Texas Diamond								
Max2 Phases								
Phase Timing Set	1	1	1	1	1	1	1	1
Phase Option Set	1	1	1	1	1	1	1	1
Overlap Set	1	1	1	1	1	1	1	1
Veh. Det. Set	1	1	1	1	1	1	1	1
Ped. Det. Set	1	1	1	1	1	1	1	1
Veh. Det. Diag Set	1	1	1	1	1	1	1	1
Ped. Det. Diag Set	1	1	1	1	1	1	1	1
Priority Set	1	1	1	1	1	1	1	1
Ped Ovlp Set	1	1	1	1	1	1	1	1
Det. Reset								

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**Pensacola**  
**Davis Hwy & I-110 NB Ramp > Coordination > Split Tables**

**5.3 Split Table 1**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time (sec)	20	72	0	0	16	76	16	42	0	0	0	0	0	0	0	0
Mode	NONE	NACT	OMIT	OMIT	NONE	NACT	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Coord. Phase		X				X										
Manual Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Manual Omit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**5.3 Split Table 2**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time (sec)	22	72	0	0	16	78	16	40	0	0	0	0	0	0	0	0
Mode	NONE	NACT	OMIT	OMIT	NONE	NACT	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Coord. Phase		X				X										
Manual Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Manual Omit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**5.3 Split Table 3**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time (sec)	25	80	0	0	16	89	16	39	0	0	0	0	0	0	0	0
Mode	NONE	NACT	OMIT	OMIT	NONE	NACT	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Coord. Phase		X				X										
Manual Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Manual Omit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

**5.3 Split Table 4**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time (sec)	18	78	0	0	16	80	16	38	0	0	0	0	0	0	0	0
Mode	NONE	NACT	OMIT	OMIT	NONE	NACT	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Coord. Phase		X				X										
Manual Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Manual Omit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0





Pensacola  
Davis Hwy & I-110 NB Ramp > Time Base > Schedules

6.4 Schedules

	Month												Days Of Week							Date																															Day
	J	F	M	A	M	J	J	A	S	O	N	D	S	M	T	W	T	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
1	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	1		
2	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	0		
3																				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	0			
4																																																	0		
5																																																	0		
6																																																	0		
7																																																	0		
8																																																	0		

\_\_\_\_\_

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### B.3 System Information

System Id	16
Name	
Location	

### 1.2 Unit Setup

Auto Ped Clear	Disabled
Red Revert	2
Min Yellow Time	3
Texas Dmd Mode	Disabled
Texas Dmd Type	4-Phase

### 1.3 Startup

Flash	0
All Red	0
Start Veh Call	1,2,3,4,5,6,7,8
Start Ped Call	

### 1.4 Channel Setup (1-16)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Type	V	V	V	V	V	V	V	V	O	O	O	O	P	P	P	P
Source	1	2	3	4	5	6	7	8					2	4	6	
Alt 1/2 Hz																
Flash Red	X	X	X	X	X	X	X	X	X	X	X	X				
Flash Yel																

### 1.4 Channel Setup (17-32)

	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Type	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V	V
Source																
Alt 1/2 Hz																
Flash Red																
Flash Yel																
Start Next Phases																





### 2.5 Phase Concurrency

	1	2	3	4	5	6	7	8
Phase 1					X	X		
Phase 2				X	X			
Phase 3							X	X
Phase 4						X	X	
Phase 5	X	X						
Phase 6	X	X						
Phase 7			X	X				
Phase 8			X	X				
Phase 9								
Phase 10								
Phase 11								
Phase 12								
Phase 13								
Phase 14								
Phase 15								
Phase 16								





### 2.4 Phase Enable and Rings

	1	2	3	4	5	6	7	8
Startup	2	4	2	2	2	4	2	2
Enabled	X	X	X	X	X	X	X	X
Ring1	X	X	X	X				
Ring2					X	X	X	X
Ring3								
Ring4								

### Phase Diagram

	1	2	3	4
Direction				
Arrow				

	5	6	7	8
Direction				
Arrow				



# Pensacola

## Davis Hwy & Fairfield Drive > Phases > Phase Timing

2.1 Phase Parameters Set 1	1	2	3	4	5	6	7	8
Min. Green	4	10	4	4	4	10	4	4
Pass/10	4.5	4	4	3	3	4	4	3
Max. 1	35	65	30	50	30	80	30	55
Max. 2	15	45	15	45	15	45	15	45
Yel/10	4.4	4.4	4	4	4.4	4.4	4	4
Red/10	2	2	2	2	2	2	2	2
Walk	0	7	0	5	0	7	0	0
Pedestrian Clear	0	28	0	35	0	28	0	0
Add In/10	0	0	0	0	0	0	0	0
Max. Initial	0	0	0	0	0	0	0	0
TBR	0	0	0	0	0	0	0	0
CBR	0	0	0	0	0	0	0	0
TTR	0	0	0	0	0	0	0	0
Reduce/10	0	0	0	0	0	0	0	0
Min Gp/10	0	0	0	0	0	0	0	0
DM Limit	0	0	0	0	0	0	0	0
DM Stp/10	0	0	0	0	0	0	0	0
Red Rv/10	2	2	2	2	2	2	2	2
Cond Svc Min	0	0	0	0	0	0	0	0
Alt Min Green	0	0	0	0	0	0	0	0
Alt Ps/10	0	0	0	0	0	0	0	0
Alternate Walk	0	0	0	0	0	0	0	0
Alt Ped Clear	0	0	0	0	0	0	0	0
Advanced Walk	0	0	0	0	0	0	0	0
Delay Walk	0	0	0	0	0	0	0	0
St Dly/10	0	0	0	0	0	0	0	0
Green Clear	0	0	0	0	0	0	0	0

2.2 Phase Options Set 1	1	2	3	4	5	6	7	8
Phase Omit								
Ped Omit	X		X		X		X	X
Min Recall		X				X		
Max Recall								
Soft Recall								
Ped Recall								
Pedestrian Recycle								
Cond Srv								
Detector Lock		X				X		
Dual Entry				X				X
Simul Gap	X	X	X	X	X	X	X	X
Guar Pass								
Add Init Calc								
Walk Rest								
Red Rest								
Flash Entry				X				X
Flash Exit		X				X		
CNA-1								
CNA-2								
No Backup	X	X	X	X	X	X	X	X
Max Walk								
Max Extension								
Sequential Timing								
No Min Yellow								
FDW Ped Recycle								



Program Type      McCain Omni eX  
Firmware            1.8  
Street 1            Davis Hwy  
Street 2            Fairfield Drive  
Last Modified      11/6/2017 7:55 AM

## 5.1 Coordination Constants

Correction Mode	Add Only
Max Cycles Trans	2
Coord Max Mode	Max Inhibit
Coord Force Mode	Fixed
Perm Strategy	Maximum
Omit Strategy	Minimum
Sync Point	Begin Green
No Early Return	Disable
Sync Ref Time	0
Operational Mode	0

# Pensacola

## Davis Hwy & Fairfield Drive > Phases > Phase Timing

2.1 Phase Parameters Set 1	1	2	3	4	5	6	7	8
Min. Green	4	10	4	4	4	10	4	4
Pass/10	4.5	4	4	3	3	4	4	3
Max. 1	35	65	30	50	30	80	30	55
Max. 2	15	45	15	45	15	45	15	45
Yel/10	4.4	4.4	4	4	4.4	4.4	4	4
Red/10	2	2	2	2	2	2	2	2
Walk	0	7	0	5	0	7	0	0
Pedestrian Clear	0	28	0	35	0	28	0	0
Add In/10	0	0	0	0	0	0	0	0
Max. Initial	0	0	0	0	0	0	0	0
TBR	0	0	0	0	0	0	0	0
CBR	0	0	0	0	0	0	0	0
TTR	0	0	0	0	0	0	0	0
Reduce/10	0	0	0	0	0	0	0	0
Min Gp/10	0	0	0	0	0	0	0	0
DM Limit	0	0	0	0	0	0	0	0
DM Stp/10	0	0	0	0	0	0	0	0
Red Rv/10	2	2	2	2	2	2	2	2
Cond Svc Min	0	0	0	0	0	0	0	0
Alt Min Green	0	0	0	0	0	0	0	0
Alt Ps/10	0	0	0	0	0	0	0	0
Alternate Walk	0	0	0	0	0	0	0	0
Alt Ped Clear	0	0	0	0	0	0	0	0
Advanced Walk	0	0	0	0	0	0	0	0
Delay Walk	0	0	0	0	0	0	0	0
St Dly/10	0	0	0	0	0	0	0	0
Green Clear	0	0	0	0	0	0	0	0

2.2 Phase Options Set 1	1	2	3	4	5	6	7	8
Phase Omit								
Ped Omit	X		X		X		X	X
Min Recall		X				X		
Max Recall								
Soft Recall								
Ped Recall								
Pedestrian Recycle								
Cond Srv								
Detector Lock		X				X		
Dual Entry				X				X
Simul Gap	X	X	X	X	X	X	X	X
Guar Pass								
Add Init Calc								
Walk Rest								
Red Rest								
Flash Entry				X				X
Flash Exit		X				X		
CNA-1								
CNA-2								
No Backup	X	X	X	X	X	X	X	X
Max Walk								
Max Extension								
Sequential Timing								
No Min Yellow								
FDW Ped Recycle								





**Pensacola**  
**Davis Hwy & Fairfield Drive > Coordination >**

5.2 Patterns	1	2	3	4	5	6	7	8
Cycle Time	150	150	160	150	0	0	0	0
Offset Time	60	60	60	60	0	0	0	0
Split	1	2	3	4	1	1	1	1
Sequence	3	3	3	3	1	1	1	1
Correction Mode								
Maximum Mode								
Force Mode								
Perm Strategy								
Omit Strategy								
Early Return	Default	Default	Default	Default	Default	Default	Default	Default
Texas Diamond								
Max2 Phases								
Phase Timing Set	1	1	1	1	1	1	1	1
Phase Option Set	1	1	1	1	1	1	1	1
Overlap Set	1	1	1	1	1	1	1	1
Veh. Det. Set	1	1	1	1	1	1	1	1
Ped. Det. Set	1	1	1	1	1	1	1	1
Veh. Det. Diag Set	1	1	1	1	1	1	1	1
Ped. Det. Diag Set	1	1	1	1	1	1	1	1
Priority Set	1	1	1	1	1	1	1	1
Ped Ovlp Set	1	1	1	1	1	1	1	1
Det. Reset								

5.2 Patterns	9	10	11	12	13	14	15	16
Cycle Time	0	0	0	0	0	0	0	0
Offset Time	0	0	0	0	0	0	0	0
Split	1	1	1	1	1	1	1	1
Sequence	1	1	1	1	1	1	1	1
Correction Mode								
Maximum Mode								
Force Mode								
Perm Strategy								
Omit Strategy								
Early Return	Default	Default	Default	Default	Default	Default	Default	Default
Texas Diamond								
Max2 Phases								
Phase Timing Set	1	1	1	1	1	1	1	1
Phase Option Set	1	1	1	1	1	1	1	1
Overlap Set	1	1	1	1	1	1	1	1
Veh. Det. Set	1	1	1	1	1	1	1	1
Ped. Det. Set	1	1	1	1	1	1	1	1
Veh. Det. Diag Set	1	1	1	1	1	1	1	1
Ped. Det. Diag Set	1	1	1	1	1	1	1	1
Priority Set	1	1	1	1	1	1	1	1
Ped Ovlp Set	1	1	1	1	1	1	1	1
Det. Reset								

Pensacola  
Davis Hwy & Fairfield Drive > Coordination > Split Tables

5.3 Split Table 1

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time (sec)	31	64	20	35	18	77	20	35	0	0	0	0	0	0	0	0
Mode	NONE	PED	NONE	NONE	NONE	PED	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Coord. Phase		X				X										
Manual Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Manual Omit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

5.3 Split Table 2

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time (sec)	28	62	24	36	16	74	24	36	0	0	0	0	0	0	0	0
Mode	NONE	PED	NONE	NONE	NONE	PED	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Coord. Phase		X				X										
Manual Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Manual Omit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

5.3 Split Table 3

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time (sec)	27	63	22	48	16	74	22	48	0	0	0	0	0	0	0	0
Mode	NONE	PED	NONE	NONE	NONE	PED	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Coord. Phase		X				X										
Manual Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Manual Omit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

5.3 Split Table 4

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time (sec)	30	58	20	42	16	72	20	42	0	0	0	0	0	0	0	0
Mode	NONE	PED	NONE	NONE	NONE	PED	PED	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE	NONE
Coord. Phase		X				X										
Manual Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Manual Omit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

5.3 Split Table 5



**Pensacola  
Davis Hwy & Fairfield Drive > Time Base > Schedules**

## 6.4 Schedules

[illegible]

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Pensacola  
Davis Hwy & Fairfield Drive > Time Base > Day Plans

6.5 Day Plan 1

Event#	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour	0	6	10	14	18	19	0	0	0	0	0	0	0	0	0	0
Minute	0	30	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Action	6	1	2	3	2	6	0	0	0	0	0	0	0	0	0	0





6.6 Action Parameters									
Pattern	1	2	3	4	5	6	7	8	
Auxiliary Function	1					6	7	8	
Special Functions 1-8						254	0		
Special Functions 9-16									
Detector Reset									
Detector VOS Log	No Action	No Action	No Action	No Action	No Action	No Action	No Action	No Action	No Action
Speed Trap Log	No Action	No Action	No Action	No Action	No Action	No Action	No Action	No Action	No Action
Cycle MOE Log	No Action	No Action	No Action	No Action	No Action	No Action	No Action	No Action	No Action
High Res Log	No Action	No Action	No Action	No Action	No Action	No Action	No Action	No Action	No Action

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## Appendix E:

### Synchro/SimTraffic and SIDRA Output



# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

Two-Way Conversion Traffic Feasibility Study

*Existing Year (2019) Analysis*

Queuing and Blocking Report  
Existing Year 2019 AM

03/25/2020

Intersection: 1: Alcaniz St & E Gregory Street

Movement	WB	WB	WB	NB	NB	NB	NB	SB	SB	SB
Directions Served	LT	T	TR	UL	T	T	T	T	T	TR
Maximum Queue (ft)	284	211	67	68	48	118	115	155	107	94
Average Queue (ft)	161	69	11	21	17	45	55	48	45	56
95th Queue (ft)	236	158	38	54	42	88	99	100	86	90
Link Distance (ft)	584	584	584		543	543	543	219	219	219
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)				120						
Storage Blk Time (%)										
Queuing Penalty (veh)										

Intersection: 2: Alcaniz St & E Wright Street

Movement	EB	EB	WB	WB	NB	NB	NB	SB	SB
Directions Served	T	TR	LT	T	UL	R	R	LT	TR
Maximum Queue (ft)	49	55	11	2	50	98	79	79	56
Average Queue (ft)	11	23	8	0	20	41	49	35	38
95th Queue (ft)	35	48	15	1	47	71	81	56	57
Link Distance (ft)	739	739	295	295	219	219	219	1624	1624
Upstream Blk Time (%)									
Queuing Penalty (veh)									
Storage Bay Dist (ft)									
Storage Blk Time (%)									
Queuing Penalty (veh)									

Intersection: 3: Alcaniz St/Martin Luther King Jr Dr & E Cervantes St

Movement	EB	EB	WB	WB	WB	SB	SB	SB
Directions Served	T	TR	L	T	T	LT	T	R
Maximum Queue (ft)	379	368	194	334	284	116	73	94
Average Queue (ft)	239	236	84	199	178	41	25	40
95th Queue (ft)	415	399	183	276	246	84	59	76
Link Distance (ft)	339	339		323	323	2392	2392	
Upstream Blk Time (%)	5	5		0				
Queuing Penalty (veh)	31	31		2				
Storage Bay Dist (ft)			95					315
Storage Blk Time (%)			4	16				
Queuing Penalty (veh)			21	19				

Intersection: 4: Haynes St/I-110 NB On Ramp & E Cervantes St

Movement	EB	EB	EB	WB	WB	NB	NB	NB
Directions Served	L	T	T	T	TR	L	T	R
Maximum Queue (ft)	215	435	435	225	184	71	71	91
Average Queue (ft)	133	202	185	120	115	17	32	25
95th Queue (ft)	225	466	445	211	199	53	59	59
Link Distance (ft)		401	401	339	339	359	359	
Upstream Blk Time (%)		11	9					
Queuing Penalty (veh)		0	0					
Storage Bay Dist (ft)	155							125
Storage Blk Time (%)	6	13						
Queuing Penalty (veh)	38	42						

Intersection: 5: Martin Luther King Jr Dr & E Blount St

Movement	EB	WB	WB	SB	SB
Directions Served	TR	L	T	LT	TR
Maximum Queue (ft)	70	31	116	50	75
Average Queue (ft)	26	8	38	18	29
95th Queue (ft)	62	31	86	46	68
Link Distance (ft)	376		331	2046	2046
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)		120			
Storage Blk Time (%)			0		
Queuing Penalty (veh)			0		

Intersection: 6: Martin Luther King Jr Dr & E Jordan St

Movement	EB	EB	SB	SB
Directions Served	T	TR	LT	T
Maximum Queue (ft)	31	31	56	56
Average Queue (ft)	31	27	29	30
95th Queue (ft)	31	44	59	58
Link Distance (ft)	31	31	278	278
Upstream Blk Time (%)	17	5		
Queuing Penalty (veh)	26	7		
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Queuing and Blocking Report  
Existing Year 2019 AM

03/25/2020

Intersection: 7: Haynes St & E Jordan St

Movement	EB	EB	NB	NB
Directions Served	T	T	T	TR
Maximum Queue (ft)	72	30	29	74
Average Queue (ft)	32	2	1	33
95th Queue (ft)	59	14	10	61
Link Distance (ft)	265	265	406	406
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 8: Haynes St/I-110 NB & E Maxwell Street

Movement	WB	NB	NB
Directions Served	T	L	T
Maximum Queue (ft)	77	30	144
Average Queue (ft)	3	6	73
95th Queue (ft)	25	25	123
Link Distance (ft)	40	279	279
Upstream Blk Time (%)	1		
Queuing Penalty (veh)	1		
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 9: Martin Luther King Jr Dr & E Maxwell Street

Movement	WB	WB	WB	SB	SB	SB
Directions Served	LT	T	T	T	T	R
Maximum Queue (ft)	94	55	118	70	93	73
Average Queue (ft)	44	17	56	15	21	27
95th Queue (ft)	79	49	96	50	62	55
Link Distance (ft)	334	334	334	1700	1700	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)						330
Storage Blk Time (%)						
Queuing Penalty (veh)						

Queuing and Blocking Report  
Existing Year 2019 AM

03/25/2020

Intersection: 10: Martin Luther King Jr Dr & E Cross St

Movement	EB	WB
Directions Served	UTR	ULT
Maximum Queue (ft)	98	55
Average Queue (ft)	36	36
95th Queue (ft)	62	56
Link Distance (ft)	209	329
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 11: Martin Luther King Jr Dr & E Texar Dr

Movement	EB	EB	WB	WB	WB	SB	SB
Directions Served	UT	TR	L	T	T	LT	TR
Maximum Queue (ft)	173	92	32	127	96	249	254
Average Queue (ft)	59	25	15	52	20	104	120
95th Queue (ft)	122	64	39	109	61	192	216
Link Distance (ft)	701	701		320	320	1273	1273
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)			115				
Storage Blk Time (%)				0			
Queuing Penalty (veh)				0			

Intersection: 12: Martin Luther King Jr Dr & Hart Dr

Movement	EB	WB	SB
Directions Served	TR	LT	TR
Maximum Queue (ft)	30	45	11
Average Queue (ft)	6	11	0
95th Queue (ft)	26	33	4
Link Distance (ft)	83	53	29
Upstream Blk Time (%)		0	0
Queuing Penalty (veh)		0	0
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			



Intersection: 13: E Wright Street & N Davis Hwy

Movement	WB
Directions Served	TR
Maximum Queue (ft)	32
Average Queue (ft)	26
95th Queue (ft)	43
Link Distance (ft)	772
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 14: N Davis Hwy & E Cervantes St

Movement	EB	EB	EB	WB	WB	NB	NB	NB
Directions Served	L	T	T	T	TR	LT	T	R
Maximum Queue (ft)	75	171	202	244	154	181	145	121
Average Queue (ft)	25	54	56	82	55	81	26	42
95th Queue (ft)	58	151	164	159	134	157	76	76
Link Distance (ft)		323	323	473	473	1619	1619	
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)	130							140
Storage Blk Time (%)		1					0	0
Queuing Penalty (veh)		1					0	0

Intersection: 15: N Davis Hwy & E Blount St

Movement	EB	EB	WB	NB	NB
Directions Served	L	T	TR	LT	TR
Maximum Queue (ft)	31	74	142	79	74
Average Queue (ft)	3	24	60	32	20
95th Queue (ft)	18	56	111	67	55
Link Distance (ft)		331	493	2388	2388
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)	70				
Storage Blk Time (%)		0			
Queuing Penalty (veh)		0			

Queuing and Blocking Report  
Existing Year 2019 AM

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Intersection: 16: N Davis Hwy & E Jordan St

Movement	EB	EB	NB	NB
Directions Served	LT	T	T	TR
Maximum Queue (ft)	56	53	98	56
Average Queue (ft)	31	29	36	32
95th Queue (ft)	39	44	66	51
Link Distance (ft)	354	354	2061	2061
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 17: N Davis Hwy & E Maxwell Street

Movement	WB	WB	WB	NB
Directions Served	T	T	R	LT
Maximum Queue (ft)	79	56	31	31
Average Queue (ft)	37	39	8	3
95th Queue (ft)	59	62	30	17
Link Distance (ft)	521	521	521	282
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 18: N Davis Hwy & E Cross St

Movement	EB	WB
Directions Served	LT	TR
Maximum Queue (ft)	79	74
Average Queue (ft)	36	36
95th Queue (ft)	58	61
Link Distance (ft)	329	223
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 19: N Davis Hwy & E Texar Dr

Movement	EB	EB	EB	WB	WB	NB	NB
Directions Served	L	T	T	T	TR	LT	TR
Maximum Queue (ft)	91	95	70	135	113	210	147
Average Queue (ft)	32	32	13	52	21	81	81
95th Queue (ft)	71	74	46	114	58	140	135
Link Distance (ft)		320	320	592	592	2355	2355
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)	130						
Storage Blk Time (%)							
Queuing Penalty (veh)							

Intersection: 20: N Davis Hwy & Hart Dr

Movement	EB	WB
Directions Served	LT	TR
Maximum Queue (ft)	21	48
Average Queue (ft)	8	10
95th Queue (ft)	24	35
Link Distance (ft)	53	194
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 21: N Davis Hwy & I-110 Ramp/Driveway

Movement	EB	EB	EB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	LT	R	L	TR	L	T	TR	UL	T	T
Maximum Queue (ft)	271	401	214	44	30	185	201	113	48	119	143
Average Queue (ft)	127	217	21	7	7	115	34	36	13	35	62
95th Queue (ft)	254	338	123	26	27	173	100	93	37	82	115
Link Distance (ft)		415		307	307		251	251		525	525
Upstream Blk Time (%)		0									
Queuing Penalty (veh)		0									
Storage Bay Dist (ft)	250		190			225			150		
Storage Blk Time (%)		15	0								
Queuing Penalty (veh)		30	0								

Queuing and Blocking Report  
Existing Year 2019 AM

03/25/2020

Intersection: 22: N Davis Hwy & E Fairfield Dr

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB
Directions Served	L	L	T	T	T	UL	T	T	TR	L	L	T
Maximum Queue (ft)	192	212	181	135	98	32	288	274	177	75	98	202
Average Queue (ft)	96	143	94	58	8	6	166	117	30	14	40	93
95th Queue (ft)	187	198	158	117	48	22	246	210	113	49	83	166
Link Distance (ft)			890	890	890		469	469	469			525
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	250	250				190				270	270	
Storage Blk Time (%)							4					
Queuing Penalty (veh)							1					

Intersection: 22: N Davis Hwy & E Fairfield Dr

Movement	NB	SB	SB	SB
Directions Served	T	UL	T	T
Maximum Queue (ft)	219	107	108	170
Average Queue (ft)	116	52	47	87
95th Queue (ft)	192	95	88	157
Link Distance (ft)	525		748	748
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)		285		
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 23: N Davis Hwy

Movement
Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

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Intersection: 35: N Davis Hwy & Martin Luther King Jr Dr

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**Movement**

Directions Served  
Maximum Queue (ft)  
Average Queue (ft)  
95th Queue (ft)  
Link Distance (ft)  
Upstream Blk Time (%)  
Queuing Penalty (veh)  
Storage Bay Dist (ft)  
Storage Blk Time (%)  
Queuing Penalty (veh)

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Intersection: 1000: Martin Luther King Jr Dr

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**Movement WB**

Directions Served L  
Maximum Queue (ft) 30  
Average Queue (ft) 3  
95th Queue (ft) 17  
Link Distance (ft) 144  
Upstream Blk Time (%)  
Queuing Penalty (veh)  
Storage Bay Dist (ft)  
Storage Blk Time (%)  
Queuing Penalty (veh)

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**Network Summary**

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Network wide Queuing Penalty: 252

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Existing Year 2019 PM  
Queuing and Blocking Report

03/25/2020

Intersection: 1: Alcaniz St & E Gregory Street

Movement	WB	WB	WB	NB	NB	NB	NB	SB	SB	SB
Directions Served	LT	T	TR	UL	T	T	T	T	T	TR
Maximum Queue (ft)	183	125	24	120	139	196	257	66	67	92
Average Queue (ft)	99	16	4	54	33	96	131	23	35	39
95th Queue (ft)	166	59	19	110	83	164	209	48	57	80
Link Distance (ft)	584	584	584		543	543	543	219	219	219
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)				120						
Storage Blk Time (%)				2	1					
Queuing Penalty (veh)				3	0					

Intersection: 2: Alcaniz St & E Wright Street

Movement	EB	EB	WB	WB	NB	NB	NB	SB	SB
Directions Served	T	TR	ULT	T	UL	R	R	LT	TR
Maximum Queue (ft)	27	30	11	2	53	131	235	55	55
Average Queue (ft)	12	26	8	0	24	67	109	28	38
95th Queue (ft)	35	42	15	1	48	112	171	46	56
Link Distance (ft)	739	739	295	295	219	219	219	1633	1633
Upstream Blk Time (%)							0		
Queuing Penalty (veh)							0		
Storage Bay Dist (ft)									
Storage Blk Time (%)									
Queuing Penalty (veh)									

Intersection: 3: Alcaniz St/Martin Luther King Jr Dr & E Cervantes St

Movement	EB	EB	WB	WB	WB	SB	SB	SB
Directions Served	T	TR	L	T	T	LT	T	R
Maximum Queue (ft)	370	349	194	261	284	120	73	90
Average Queue (ft)	228	229	58	175	169	63	27	43
95th Queue (ft)	366	362	141	253	251	111	62	79
Link Distance (ft)	340	340		326	326	2383	2383	
Upstream Blk Time (%)	2	2						
Queuing Penalty (veh)	12	10						
Storage Bay Dist (ft)			95					315
Storage Blk Time (%)			0	12				
Queuing Penalty (veh)			2	11				

Intersection: 4: Haynes St/I-110 NB On Ramp & E Cervantes St

Movement	EB	EB	EB	WB	WB	NB	NB	NB
Directions Served	L	T	T	T	TR	L	T	R
Maximum Queue (ft)	214	416	419	326	340	53	199	150
Average Queue (ft)	156	143	105	162	168	15	84	37
95th Queue (ft)	227	373	289	269	290	41	151	106
Link Distance (ft)		401	401	340	340	359	359	
Upstream Blk Time (%)		5	4	0	0			
Queuing Penalty (veh)		0	0	0	2			
Storage Bay Dist (ft)	155							125
Storage Blk Time (%)	12	4					3	0
Queuing Penalty (veh)	71	17					1	0

Intersection: 5: Martin Luther King Jr Dr & E Blount St

Movement	EB	WB	WB	SB	SB
Directions Served	TR	L	T	LT	TR
Maximum Queue (ft)	119	31	96	79	98
Average Queue (ft)	77	4	48	18	36
95th Queue (ft)	120	21	87	57	71
Link Distance (ft)	376		331	2046	2046
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)		120			
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 6: Martin Luther King Jr Dr & E Jordan St

Movement	EB	EB	SB	SB
Directions Served	T	TR	LT	T
Maximum Queue (ft)	31	52	103	103
Average Queue (ft)	31	31	35	39
95th Queue (ft)	31	48	70	70
Link Distance (ft)	31	31	278	278
Upstream Blk Time (%)	15	6		
Queuing Penalty (veh)	22	10		
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Existing Year 2019 PM  
Queuing and Blocking Report

03/25/2020

Intersection: 7: Haynes St & E Jordan St

Movement	EB	EB	EB	NB	NB
Directions Served	L	T	T	T	TR
Maximum Queue (ft)	21	70	30	30	72
Average Queue (ft)	1	26	2	3	37
95th Queue (ft)	9	54	14	17	61
Link Distance (ft)	265	265	265	406	406
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)					
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 8: Haynes St/I-110 NB & E Maxwell Street

Movement	WB	NB	NB
Directions Served	T	L	T
Maximum Queue (ft)	29	30	288
Average Queue (ft)	1	10	157
95th Queue (ft)	10	33	264
Link Distance (ft)	40	279	279
Upstream Blk Time (%)	0		1
Queuing Penalty (veh)	0		1
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 9: Martin Luther King Jr Dr & E Maxwell Street

Movement	WB	WB	WB	SB	SB	SB
Directions Served	LT	T	T	T	T	R
Maximum Queue (ft)	70	51	94	136	120	75
Average Queue (ft)	32	14	41	25	36	31
95th Queue (ft)	62	41	70	80	83	63
Link Distance (ft)	334	334	334	1700	1700	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)						330
Storage Blk Time (%)						
Queuing Penalty (veh)						



Existing Year 2019 PM  
Queuing and Blocking Report

03/25/2020

Intersection: 10: Martin Luther King Jr Dr & E Cross St

Movement	EB	WB
Directions Served	TR	LT
Maximum Queue (ft)	56	54
Average Queue (ft)	37	25
95th Queue (ft)	54	48
Link Distance (ft)	209	329
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 11: Martin Luther King Jr Dr & E Texar Dr

Movement	EB	EB	WB	WB	WB	SB	SB
Directions Served	UT	TR	L	T	T	LT	TR
Maximum Queue (ft)	162	152	72	129	99	191	186
Average Queue (ft)	85	36	20	38	16	119	114
95th Queue (ft)	159	100	51	88	56	186	182
Link Distance (ft)	701	701		324	324	1274	1274
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)			115				
Storage Blk Time (%)				0			
Queuing Penalty (veh)				0			

Intersection: 12: Martin Luther King Jr Dr & Hart Dr

Movement	EB	WB	SB	SB
Directions Served	TR	LT	LT	TR
Maximum Queue (ft)	94	27	48	12
Average Queue (ft)	14	7	2	1
95th Queue (ft)	55	26	16	5
Link Distance (ft)	83	53	29	29
Upstream Blk Time (%)	0		0	0
Queuing Penalty (veh)	0		0	0
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 13: E Wright Street & N Davis Hwy

Movement	WB
Directions Served	TR
Maximum Queue (ft)	52
Average Queue (ft)	29
95th Queue (ft)	50
Link Distance (ft)	772
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 14: N Davis Hwy & E Cervantes St

Movement	EB	EB	EB	WB	WB	NB	NB	NB
Directions Served	L	T	T	T	TR	LT	T	R
Maximum Queue (ft)	136	137	141	238	134	180	220	175
Average Queue (ft)	46	51	55	87	63	101	62	97
95th Queue (ft)	90	111	120	171	124	159	146	168
Link Distance (ft)		326	326	473	473	1626	1626	
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)	130							140
Storage Blk Time (%)	0	0					1	4
Queuing Penalty (veh)	2	0					3	2

Intersection: 15: N Davis Hwy & E Blount St

Movement	EB	EB	WB	NB	NB
Directions Served	L	T	TR	LT	TR
Maximum Queue (ft)	53	118	100	92	72
Average Queue (ft)	10	43	28	37	33
95th Queue (ft)	36	100	71	66	66
Link Distance (ft)		331	493	2383	2383
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)	70				
Storage Blk Time (%)	0	3			
Queuing Penalty (veh)	0	1			

Existing Year 2019 PM  
Queuing and Blocking Report

03/25/2020

Intersection: 16: N Davis Hwy & E Jordan St

Movement	EB	EB	NB	NB
Directions Served	LT	T	T	TR
Maximum Queue (ft)	54	51	74	57
Average Queue (ft)	31	26	33	34
95th Queue (ft)	38	46	56	54
Link Distance (ft)	354	354	2061	2061
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 17: N Davis Hwy & E Maxwell Street

Movement	WB	WB	WB
Directions Served	T	T	R
Maximum Queue (ft)	91	55	31
Average Queue (ft)	32	30	16
95th Queue (ft)	61	53	41
Link Distance (ft)	521	521	521
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 18: N Davis Hwy & E Cross St

Movement	EB	WB
Directions Served	LT	TR
Maximum Queue (ft)	55	31
Average Queue (ft)	33	24
95th Queue (ft)	44	44
Link Distance (ft)	329	222
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Existing Year 2019 PM  
Queuing and Blocking Report

03/25/2020

Intersection: 19: N Davis Hwy & E Texar Dr

Movement	EB	EB	EB	WB	WB	NB	NB
Directions Served	L	T	T	T	TR	LT	TR
Maximum Queue (ft)	204	207	75	181	135	301	185
Average Queue (ft)	68	48	37	63	25	141	113
95th Queue (ft)	137	112	78	126	71	232	185
Link Distance (ft)		324	324	592	592	2365	2365
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)	130						
Storage Blk Time (%)	1						
Queuing Penalty (veh)	3						

Intersection: 20: N Davis Hwy & Hart Dr

Movement	EB	WB
Directions Served	LT	TR
Maximum Queue (ft)	53	55
Average Queue (ft)	9	9
95th Queue (ft)	32	33
Link Distance (ft)	53	194
Upstream Blk Time (%)	0	
Queuing Penalty (veh)	0	
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 21: N Davis Hwy & I-110 Ramp/Driveway

Movement	EB	EB	EB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	UL	LT	R	L	TR	L	T	TR	UL	T	T
Maximum Queue (ft)	274	300	215	26	30	241	168	184	30	114	525
Average Queue (ft)	126	199	21	5	10	103	48	91	2	52	81
95th Queue (ft)	239	291	126	21	32	193	104	162	14	100	227
Link Distance (ft)		415		307	307		251	251		525	525
Upstream Blk Time (%)						0					0
Queuing Penalty (veh)						0					0
Storage Bay Dist (ft)	250		190			225			150		
Storage Blk Time (%)		16	0			1					
Queuing Penalty (veh)		34	0			1					

Existing Year 2019 PM  
Queuing and Blocking Report

03/25/2020

Intersection: 22: N Davis Hwy & E Fairfield Dr

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB
Directions Served	UL	L	T	T	T	L	T	T	TR	L	L	T
Maximum Queue (ft)	181	248	224	210	163	239	445	383	282	112	123	173
Average Queue (ft)	105	150	104	95	25	35	251	206	83	25	51	88
95th Queue (ft)	187	217	192	178	99	150	378	350	206	68	89	162
Link Distance (ft)			890	890	890		469	469	469			525
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	250	250				190				270	270	
Storage Blk Time (%)		0					16					
Queuing Penalty (veh)		0					4					

Intersection: 22: N Davis Hwy & E Fairfield Dr

Movement	NB	SB	SB	SB
Directions Served	T	UL	T	T
Maximum Queue (ft)	180	131	111	203
Average Queue (ft)	98	61	45	108
95th Queue (ft)	167	116	91	179
Link Distance (ft)	525		748	748
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)		285		
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 23: N Davis Hwy

Movement
Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

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Intersection: 35: N Davis Hwy & Martin Luther King Jr Dr

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Movement	SB
Directions Served	R
Maximum Queue (ft)	79
Average Queue (ft)	3
95th Queue (ft)	26
Link Distance (ft)	251
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

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Intersection: 1000: Martin Luther King Jr Dr

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Movement	WB
Directions Served	L
Maximum Queue (ft)	31
Average Queue (ft)	2
95th Queue (ft)	15
Link Distance (ft)	144
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

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Network Summary

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Network wide Queuing Penalty: 212

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HCM 6th Edition cannot analyze u-turn movements.

Davis Highway/MLK Drive Two-Way Conversion Study  
2: Alcaniz St & E Wright Street

03/25/2020

Intersection

Intersection Delay, s/veh 8.8

Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑			↑↑			↔		↔		↑↑	
Traffic Vol, veh/h	0	45	10	35	25	0	5	25	0	175	5	185	35
Future Vol, veh/h	0	45	10	35	25	0	5	25	0	175	5	185	35
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles, %	0	0	0	0	0	0	3	3	3	3	3	3	3
Mvmt Flow	0	49	11	38	27	0	5	27	0	192	5	203	38
Number of Lanes	0	2	0	0	2	0	0	1	0	2	0	2	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	2	2	3
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	3	2	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	3	2	2	2
HCM Control Delay	8.8	9.4	8.3	9.2
HCM LOS	A	A	A	A

Lane	NBLn1	NBLn2	NBLn3	EBLn1	EBLn2	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	100%	0%	0%	0%	0%	81%	0%	5%	0%
Vol Thru, %	0%	0%	0%	100%	60%	19%	100%	95%	73%
Vol Right, %	0%	100%	100%	0%	40%	0%	0%	0%	27%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	30	88	88	30	25	43	17	98	128
LT Vol	30	0	0	0	0	35	0	5	0
Through Vol	0	0	0	30	15	8	17	93	93
RT Vol	0	88	88	0	10	0	0	0	35
Lane Flow Rate	33	96	96	33	27	48	18	107	140
Geometry Grp	8	8	8	8	8	8	8	8	8
Degree of Util (X)	0.055	0.127	0.127	0.054	0.042	0.082	0.03	0.16	0.201
Departure Headway (Hd)	5.955	4.749	4.749	5.849	5.568	6.23	5.824	5.392	5.174
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	599	750	750	607	637	571	610	661	689
Service Time	3.715	2.508	2.508	3.632	3.351	4.013	3.607	3.156	2.937
HCM Lane V/C Ratio	0.055	0.128	0.128	0.054	0.042	0.084	0.03	0.162	0.203
HCM Control Delay	9.1	8.2	8.2	9	8.6	9.6	8.8	9.2	9.2
HCM Lane LOS	A	A	A	A	A	A	A	A	A
HCM 95th-tile Q	0.2	0.4	0.4	0.2	0.1	0.3	0.1	0.6	0.7



Davis Highway/MLK Drive Two-Way Conversion Study  
3: Alcaniz St/Martin Luther King Jr Dr & E Cervantes St

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑		↔	↑↑						↑↑	↔
Traffic Volume (veh/h)	0	1115	100	120	1210	0	0	0	0	40	35	60
Future Volume (veh/h)	0	1115	100	120	1210	0	0	0	0	40	35	60
Initial Q (Qb), veh	0	0	0	0	0	0				0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00				1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00				1.00	1.00	1.00
Work Zone On Approach		No			No						No	
Adj Sat Flow, veh/h/ln	0	1885	1885	1885	1885	0				1826	1826	1826
Adj Flow Rate, veh/h	0	1225	110	132	1330	0				44	38	66
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91				0.91	0.91	0.91
Percent Heavy Veh, %	0	1	1	1	1	0				5	5	5
Cap, veh/h	0	2070	185	292	2533	0				360	359	321
Arrive On Green	0.00	0.62	0.62	0.08	1.00	0.00				0.21	0.21	0.21
Sat Flow, veh/h	0	3419	298	1795	3676	0				1739	1735	1547
Grp Volume(v), veh/h	0	659	676	132	1330	0				44	38	66
Grp Sat Flow(s),veh/h/ln	0	1791	1832	1795	1791	0				1739	1735	1547
Q Serve(g_s), s	0.0	30.7	30.9	3.7	0.0	0.0				2.9	2.5	4.9
Cycle Q Clear(g_c), s	0.0	30.7	30.9	3.7	0.0	0.0				2.9	2.5	4.9
Prop In Lane	0.00		0.16	1.00		0.00				1.00		1.00
Lane Grp Cap(c), veh/h	0	1115	1140	292	2533	0				360	359	321
V/C Ratio(X)	0.00	0.59	0.59	0.45	0.53	0.00				0.12	0.11	0.21
Avail Cap(c_a), veh/h	0	1115	1140	423	2533	0				360	359	321
HCM Platoon Ratio	1.00	1.00	1.00	2.00	2.00	1.00				1.00	1.00	1.00
Upstream Filter(I)	0.00	0.92	0.92	0.85	0.85	0.00				1.00	1.00	1.00
Uniform Delay (d), s/veh	0.0	15.8	15.8	12.8	0.0	0.0				45.1	45.0	46.0
Incr Delay (d2), s/veh	0.0	1.2	1.2	0.7	0.7	0.0				0.7	0.6	1.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0				0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	12.4	12.8	1.3	0.2	0.0				1.3	1.1	2.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	0.0	17.0	17.0	13.5	0.7	0.0				45.8	45.6	47.4
LnGrp LOS	A	B	B	B	A	A				D	D	D
Approach Vol, veh/h		1335			1462						148	
Approach Delay, s/veh		17.0			1.8						46.5	
Approach LOS		B			A						D	
Timer - Assigned Phs	1	2		4		6						
Phs Duration (G+Y+Rc), s	1.8	93.2		35.0		105.0						
Change Period (Y+Rc), s	6.0	6.0		6.0		6.0						
Max Green Setting (Gmax), s	6.0	77.0		29.0		99.0						
Max Q Clear Time (g_c+I1), s	6.0	32.9		6.9		2.0						
Green Ext Time (p_c), s	0.2	24.9		0.4		35.8						
<b>Intersection Summary</b>												
HCM 6th Ctrl Delay				10.9								
HCM 6th LOS				B								

Davis Highway/MLK Drive Two-Way Conversion Study  
4: Haynes St/I-110 NB On Ramp & E Cervantes St

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↑↑			↑↑		↰	↑	↰			
Traffic Volume (veh/h)	315	1185	0	0	1030	240	15	35	30	0	0	0
Future Volume (veh/h)	315	1185	0	0	1030	240	15	35	30	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach	No			No			No					
Adj Sat Flow, veh/h/ln	1870	1870	0	0	1885	1885	1900	1900	1900			
Adj Flow Rate, veh/h	346	1302	0	0	1132	264	16	38	33			
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91			
Percent Heavy Veh, %	2	2	0	0	1	1	0	0	0			
Cap, veh/h	452	3125	0	0	2256	522	63	66	56			
Arrive On Green	0.06	0.88	0.00	0.00	1.00	1.00	0.03	0.03	0.03			
Sat Flow, veh/h	1781	3647	0	0	2982	668	1810	1900	1610			
Grp Volume(v), veh/h	346	1302	0	0	699	697	16	38	33			
Grp Sat Flow(s),veh/h/ln	1781	1777	0	0	1791	1765	1810	1900	1610			
Q Serve(g_s), s	5.0	9.8	0.0	0.0	0.0	0.0	1.2	2.8	2.8			
Cycle Q Clear(g_c), s	5.0	9.8	0.0	0.0	0.0	0.0	1.2	2.8	2.8			
Prop In Lane	1.00		0.00	0.00		0.38	1.00		1.00			
Lane Grp Cap(c), veh/h	452	3125	0	0	1399	1379	63	66	56			
V/C Ratio(X)	0.77	0.42	0.00	0.00	0.50	0.51	0.25	0.57	0.59			
Avail Cap(c_a), veh/h	722	3125	0	0	1399	1379	362	380	322			
HCM Platoon Ratio	1.00	1.00	1.00	1.00	2.00	2.00	1.00	1.00	1.00			
Upstream Filter(I)	1.00	1.00	0.00	0.00	0.85	0.85	1.00	1.00	1.00			
Uniform Delay (d), s/veh	2.1	1.6	0.0	0.0	0.0	0.0	65.8	66.5	66.6			
Incr Delay (d2), s/veh	2.0	0.2	0.0	0.0	1.1	1.1	1.6	5.7	7.1			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(50%),veh/ln	1.4	1.7	0.0	0.0	0.4	0.4	0.6	1.4	1.3			
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	4.1	1.8	0.0	0.0	1.1	1.1	67.3	72.3	73.7			
LnGrp LOS	A	A	A	A	A	A	E	E	E			
Approach Vol, veh/h	1648			1396			87					
Approach Delay, s/veh	2.3			1.1			71.9					
Approach LOS	A			A			E					
Timer - Assigned Phs	1	2		4		6						
Phs Duration (G+Y+Rc), s	3.8	115.4		10.9		129.1						
Change Period (Y+Rc), s	6.0	6.0		6.0		6.0						
Max Green Setting (Gmax), s	29.0	65.0		28.0		100.0						
Max Q Clear Time (g_c+11), s	2.0	2.0		4.8		11.8						
Green Ext Time (p_c), s	0.7	32.5		0.2		33.5						
<b>Intersection Summary</b>												
HCM 6th Ctrl Delay				3.7								
HCM 6th LOS				A								

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HCM 6th Edition methodology does not support Non-NEMA phasing.

Davis Highway/MLK Drive Two-Way Conversion Study  
6: Martin Luther King Jr Dr & E Jordan St

03/25/2020

Intersection

Intersection Delay, s/veh 8.9

Intersection LOS A




Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑									↑↑	
Traffic Vol, veh/h	0	275	30	0	0	0	0	0	0	20	100	0
Future Vol, veh/h	0	275	30	0	0	0	0	0	0	20	100	0
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	7	7	7
Mvmt Flow	0	302	33	0	0	0	0	0	0	22	110	0
Number of Lanes	0	2	0	0	0	0	0	0	0	0	2	0

Approach	EB	SB
Opposing Approach		
Opposing Lanes	0	0
Conflicting Approach Left	SB	
Conflicting Lanes Left	2	0
Conflicting Approach Right		EB
Conflicting Lanes Right	0	2
HCM Control Delay	9	8.8
HCM LOS	A	A

Lane	EBLn1	EBLn2	SBLn1	SBLn2
Vol Left, %	0%	0%	38%	0%
Vol Thru, %	100%	75%	62%	100%
Vol Right, %	0%	25%	0%	0%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	183	122	53	67
LT Vol	0	0	20	0
Through Vol	183	92	33	67
RT Vol	0	30	0	0
Lane Flow Rate	201	134	59	73
Geometry Grp	7	7	7	7
Degree of Util (X)	0.272	0.174	0.091	0.11
Departure Headway (Hd)	4.863	4.69	5.6	5.412
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	741	767	641	664
Service Time	2.58	2.407	3.322	3.134
HCM Lane V/C Ratio	0.271	0.175	0.092	0.11
HCM Control Delay	9.4	8.4	8.9	8.8
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	1.1	0.6	0.3	0.4

Davis Highway/MLK Drive Two-Way Conversion Study  
7: Haynes St & E Jordan St

03/25/2020

Intersection												
Int Delay, s/veh	0											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	160	300	0	0	0	0	0	75	5	0	0	0
Future Vol, veh/h	160	300	0	0	0	0	0	75	5	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	0	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	16979	-	-	0	-	-	16979	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	1	1	1	0	0	0	1	1	1	0	0	0
Mvmt Flow	176	330	0	0	0	0	0	82	5	0	0	0

Major/Minor	Major1			Minor1		
Conflicting Flow All	0	0	-	-	682	165
Stage 1	-	-	-	-	682	-
Stage 2	-	-	-	-	0	-
Critical Hdwy	4.12	-	-	-	6.52	6.92
Critical Hdwy Stg 1	-	-	-	-	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	2.21	-	-	-	4.01	3.31
Pot Cap-1 Maneuver	-	-	0	0	373	854
Stage 1	-	-	0	0	450	-
Stage 2	-	-	0	0	-	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	-	-	0	854
Mov Cap-2 Maneuver	-	-	-	-	0	-
Stage 1	-	-	-	-	0	-
Stage 2	-	-	-	-	0	-

Approach	EB		NB	
HCM Control Delay, s				
HCM LOS	-			
Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT
Capacity (veh/h)	-	854	-	-
HCM Lane V/C Ratio	-	0.055	-	-
HCM Control Delay (s)	-	9.5	-	-
HCM Lane LOS	-	A	-	-
HCM 95th %tile Q(veh)	-	0.2	-	-

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HCM 6th Edition methodology does not support clustered intersections.

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HCM 6th Edition methodology does not support clustered intersections.

Davis Highway/MLK Drive Two-Way Conversion Study  
10: Martin Luther King Jr Dr & E Cross St

03/25/2020

Intersection

Int Delay, s/veh 5

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations														
Traffic Vol, veh/h	5	0	70	15	5	5	65	0	0	0	0	5	155	35
Future Vol, veh/h	5	0	70	15	5	5	65	0	0	0	0	5	155	35
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	-	None	-	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	-	0	-	-	-	0	-	-	16983	-	-	0	-
Grade, %	-	-	0	-	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	12	12	12	12	11	11	11	11	0	0	0	5	5	5
Mvmt Flow	5	0	77	16	5	5	71	0	0	0	0	5	170	38

Major/Minor	Minor2			Minor1			Major2		
Conflicting Flow All	0	-	199	104	0	134	218	-	0
Stage 1	0	-	199	-	0	0	0	-	-
Stage 2	0	-	0	-	0	134	218	-	-
Critical Hdwy	-	-	6.74	7.14	-	7.72	6.72	-	4.2
Critical Hdwy Stg 1	-	-	5.74	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	6.72	5.72	-	-
Follow-up Hdwy	-	-	4.12	3.42	-	3.61	4.11	-	2.25
Pot Cap-1 Maneuver	0	0	673	899	0	800	659	0	-
Stage 1	0	0	711	-	0	-	-	0	-
Stage 2	0	0	-	-	0	830	700	0	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	0	-	673	899	0	717	659	-	-
Mov Cap-2 Maneuver	0	-	673	-	0	717	659	-	-
Stage 1	0	-	711	-	0	-	-	-	-
Stage 2	0	-	-	-	0	727	700	-	-

Approach	EB	WB	SB
HCM Control Delay, s	10.9	11.1	
HCM LOS	B	B	

Minor Lane/Major Mvmt	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	704 663	-	-	-
HCM Lane V/C Ratio	0.133 0.116	-	-	-
HCM Control Delay (s)	10.9 11.1	-	-	-
HCM Lane LOS	B B	-	-	-
HCM 95th %tile Q(veh)	0.5 0.4	-	-	-



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HCM 6th Edition cannot analyze u-turn movements.

Davis Highway/MLK Drive Two-Way Conversion Study  
12: Martin Luther King Jr Dr & Hart Dr

03/25/2020




Intersection												
Int Delay, s/veh	0.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↱			↰						↰↱	
Traffic Vol, veh/h	0	5	5	10	5	0	0	0	0	15	285	0
Future Vol, veh/h	0	5	5	10	5	0	0	0	0	15	285	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	16974	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	0	0	0	9	9	9	0	0	0	3	3	3
Mvmt Flow	0	5	5	11	5	0	0	0	0	16	313	0
Major/Minor	Minor2		Minor1				Major2					
Conflicting Flow All	-	345	157	191	345	-				0	0	0
Stage 1	-	345	-	0	0	-				-	-	-
Stage 2	-	0	-	191	345	-				-	-	-
Critical Hdwy	-	6.5	6.9	7.68	6.68	-				4.16	-	-
Critical Hdwy Stg 1	-	5.5	-	-	-	-				-	-	-
Critical Hdwy Stg 2	-	-	-	6.68	5.68	-				-	-	-
Follow-up Hdwy	-	4	3.3	3.59	4.09	-				2.23	-	-
Pot Cap-1 Maneuver	0	581	867	733	561	0				-	-	-
Stage 1	0	640	-	-	-	0				-	-	-
Stage 2	0	-	-	773	617	0				-	-	-
Platoon blocked, %											-	-
Mov Cap-1 Maneuver	-	581	867	723	561	-				-	-	-
Mov Cap-2 Maneuver	-	581	-	723	561	-				-	-	-
Stage 1	-	640	-	-	-	-				-	-	-
Stage 2	-	-	-	762	617	-				-	-	-
Approach	EB		WB				SB					
HCM Control Delay, s	10.3		10.6									
HCM LOS	B		B									
Minor Lane/Major Mvmt	EBLn1WBLn1		SBL	SBT	SBR							
Capacity (veh/h)	696 660		-	-	-							
HCM Lane V/C Ratio	0.016 0.025		-	-	-							
HCM Control Delay (s)	10.3 10.6		-	-	-							
HCM Lane LOS	B B		-	-	-							
HCM 95th %tile Q(veh)	0 0.1		-	-	-							

Davis Highway/MLK Drive Two-Way Conversion Study  
13: E Wright Street & N Davis Hwy

03/25/2020

Intersection

Int Delay, s/veh 1.8

Movement	EBU	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	5	160	60	55	5	0	0
Future Vol, veh/h	5	160	60	55	5	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-	-
Veh in Median Storage, #	-	-	0	0	-	16965	-
Grade, %	-	-	0	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91
Heavy Vehicles, %	3	3	3	0	0	0	0
Mvmt Flow	5	176	66	60	5	0	0


















Major/Minor	Major1	Minor2
Conflicting Flow All	- 0	0 428 5
Stage 1	- -	- 0 -
Stage 2	- -	- 428 -
Critical Hdwy	- 4.13	- 6.5 6.2
Critical Hdwy Stg 1	- -	- -
Critical Hdwy Stg 2	- -	- 5.5 -
Follow-up Hdwy	- 2.227	- 4 3.3
Pot Cap-1 Maneuver	- -	- 522 1084
Stage 1	- -	- -
Stage 2	- -	- 588 -
Platoon blocked, %		-
Mov Cap-1 Maneuver	- -	- 0 1084
Mov Cap-2 Maneuver	- -	- 0 -
Stage 1	- -	- 0 -
Stage 2	- -	- 0 -

Approach	EB	WB
HCM Control Delay, s		8.5
HCM LOS		A

Minor Lane/Major Mvmt	EBL	EBTWBLn1
Capacity (veh/h)	-	- 1084
HCM Lane V/C Ratio	-	- 0.061
HCM Control Delay (s)	-	- 8.5
HCM Lane LOS	-	- A
HCM 95th %tile Q(veh)	-	- 0.2

Davis Highway/MLK Drive Two-Way Conversion Study  
14: N Davis Hwy & E Cervantes St

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	60	1095	0	0	1265	0	65	40	90	0	0	0
Future Volume (veh/h)	60	1095	0	0	1265	0	65	40	90	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach	No			No			No					
Adj Sat Flow, veh/h/ln	1870	1870	0	0	1885	1885	1856	1856	1856			
Adj Flow Rate, veh/h	66	1203	0	0	1390	0	71	44	99			
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91			
Percent Heavy Veh, %	2	2	0	0	1	1	3	3	3			
Cap, veh/h	351	3039	0	0	2815	0	98	98	87			
Arrive On Green	0.03	0.86	0.00	0.00	0.79	0.00	0.06	0.06	0.06			
Sat Flow, veh/h	1781	3647	0	0	3770	0	1767	1763	1572			
Grp Volume(v), veh/h	66	1203	0	0	1390	0	71	44	99			
Grp Sat Flow(s),veh/h/ln	1781	1777	0	0	1791	0	1767	1763	1572			
Q Serve(g_s), s	0.9	10.4	0.0	0.0	19.0	0.0	5.5	3.4	7.8			
Cycle Q Clear(g_c), s	0.9	10.4	0.0	0.0	19.0	0.0	5.5	3.4	7.8			
Prop In Lane	1.00		0.00	0.00		0.00	1.00		1.00			
Lane Grp Cap(c), veh/h	351	3039	0	0	2815	0	98	98	87			
V/C Ratio(X)	0.19	0.40	0.00	0.00	0.49	0.00	0.72	0.45	1.13			
Avail Cap(c_a), veh/h	419	3039	0	0	2815	0	316	315	281			
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Upstream Filter(I)	0.74	0.74	0.00	0.00	1.00	0.00	1.00	1.00	1.00			
Uniform Delay (d), s/veh	4.1	2.2	0.0	0.0	5.2	0.0	65.0	64.0	66.1			
Incr Delay (d2), s/veh	0.1	0.1	0.0	0.0	0.6	0.0	9.6	3.2	85.8			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(50%),veh/ln	0.3	2.3	0.0	0.0	6.2	0.0	2.7	1.6	5.2			
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	4.2	2.4	0.0	0.0	5.9	0.0	74.6	67.2	151.9			
LnGrp LOS	A	A	A	A	A	A	E	E	F			
Approach Vol, veh/h	1269		1390			214						
Approach Delay, s/veh	2.5		5.9			108.9						
Approach LOS	A		A			F						
Timer - Assigned Phs	1	2	4		6							
Phs Duration (G+Y+Rc), s	9.7	116.5	13.8		126.2							
Change Period (Y+Rc), s	6.0	6.5	6.0		6.5							
Max Green Setting (Gmax), s	9.0	87.5	25.0		102.5							
Max Q Clear Time (g_c+I1), s	2.9	21.0	7.5		12.4							
Green Ext Time (p_c), s	0.0	33.7	0.3		29.1							
Intersection Summary												
HCM 6th Ctrl Delay			12.0									
HCM 6th LOS			B									

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HCM 6th Edition methodology does not support Non-NEMA phasing.

Davis Highway/MLK Drive Two-Way Conversion Study  
16: N Davis Hwy & E Jordan St

03/25/2020

Intersection

Intersection Delay, s/veh 9.2

Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕↕						↕↕				
Traffic Vol, veh/h	50	245	0	0	0	0	0	155	10	0	0	0
Future Vol, veh/h	50	245	0	0	0	0	0	155	10	0	0	0
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles, %	0	0	0	0	0	0	4	4	4	0	0	0
Mvmt Flow	55	269	0	0	0	0	0	170	11	0	0	0
Number of Lanes	0	2	0	0	0	0	0	2	0	0	0	0

Approach	EB	NB
Opposing Approach		
Opposing Lanes	0	0
Conflicting Approach Left		EB
Conflicting Lanes Left	0	2
Conflicting Approach Right	NB	
Conflicting Lanes Right	2	0
HCM Control Delay	9.3	9
HCM LOS	A	A

Lane	NBLn1	NBLn2	EBLn1	EBLn2
Vol Left, %	0%	0%	38%	0%
Vol Thru, %	100%	84%	62%	100%
Vol Right, %	0%	16%	0%	0%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	103	62	132	163
LT Vol	0	0	50	0
Through Vol	103	52	82	163
RT Vol	0	10	0	0
Lane Flow Rate	114	68	145	179
Geometry Grp	7	7	7	7
Degree of Util (X)	0.169	0.099	0.208	0.248
Departure Headway (Hd)	5.372	5.258	5.17	4.979
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	669	682	696	722
Service Time	3.097	2.983	2.893	2.703
HCM Lane V/C Ratio	0.17	0.1	0.208	0.248
HCM Control Delay	9.2	8.6	9.3	9.3
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.6	0.3	0.8	1

Davis Highway/MLK Drive Two-Way Conversion Study  
17: N Davis Hwy & E Maxwell Street

03/25/2020

Intersection

Int Delay, s/veh 0

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations					↑↑	↑		↑↑				
Traffic Vol, veh/h	0	0	0	0	245	10	30	175	0	0	0	0
Future Vol, veh/h	0	0	0	0	245	10	30	175	0	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	0	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	16965	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	0	0	0	1	1	1	4	4	4	0	0	0
Mvmt Flow	0	0	0	0	269	11	33	192	0	0	0	0

Major/Minor	Minor1	Major1
Conflicting Flow All	- 258 96 0 0 -	
Stage 1	- 258 - - - -	
Stage 2	- 0 - - - -	
Critical Hdwy	- 6.52 6.92 4.18 - -	
Critical Hdwy Stg 1	- 5.52 - - - -	
Critical Hdwy Stg 2	- - - - - -	
Follow-up Hdwy	- 4.01 3.31 2.24 - -	
Pot Cap-1 Maneuver	0 647 945 - - 0	
Stage 1	0 695 - - - 0	
Stage 2	0 - - - - 0	
Platoon blocked, %		-
Mov Cap-1 Maneuver	- 0 945 - - -	
Mov Cap-2 Maneuver	- 0 - - - -	
Stage 1	- 0 - - - -	
Stage 2	- 0 - - - -	

Approach	WB	NB
HCM Control Delay, s		
HCM LOS	-	

Minor Lane/Major Mvmt	NBL	NBTWBLn1WBLn2WBLn3
Capacity (veh/h)	- - - - 945	
HCM Lane V/C Ratio	- - - - 0.012	
HCM Control Delay (s)	- - - - 8.9	
HCM Lane LOS	- - - - A	
HCM 95th %tile Q(veh)	- - - - 0	

Davis Highway/MLK Drive Two-Way Conversion Study  
18: N Davis Hwy & E Cross St

03/25/2020

















Intersection												
Int Delay, s/veh	4.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕↕				
Traffic Vol, veh/h	30	50	0	0	55	15	20	170	5	0	0	0
Future Vol, veh/h	30	50	0	0	55	15	20	170	5	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	16965	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	15	15	15	10	10	10	3	3	3	0	0	0
Mvmt Flow	33	55	0	0	60	16	22	187	5	0	0	0
Major/Minor	Minor2		Minor1		Major1							
Conflicting Flow All	168	236	-	-	234	96	0	0	0			
Stage 1	0	0	-	-	234	-	-	-	-			
Stage 2	168	236	-	-	0	-	-	-	-			
Critical Hdwy	7.8	6.8	-	-	6.7	7.1	4.16	-	-			
Critical Hdwy Stg 1	-	-	-	-	5.7	-	-	-	-			
Critical Hdwy Stg 2	6.8	5.8	-	-	-	-	-	-	-			
Follow-up Hdwy	3.65	4.15	-	-	4.1	3.4	2.23	-	-			
Pot Cap-1 Maneuver	745	634	0	0	647	917	-	-	-			
Stage 1	-	-	0	0	691	-	-	-	-			
Stage 2	781	677	0	0	-	-	-	-	-			
Platoon blocked, %								-	-			
Mov Cap-1 Maneuver	679	634	-	-	647	917	-	-	-			
Mov Cap-2 Maneuver	679	634	-	-	647	-	-	-	-			
Stage 1	-	-	-	-	691	-	-	-	-			
Stage 2	700	677	-	-	-	-	-	-	-			
Approach	EB		WB		NB							
HCM Control Delay, s	11.4		10.9									
HCM LOS	B		B									
Minor Lane/Major Mvmt	NBL		NBT		NBR		EBLn1WBLn1					
Capacity (veh/h)	-		-		-		650 691					
HCM Lane V/C Ratio	-		-		-		0.135 0.111					
HCM Control Delay (s)	-		-		-		11.4 10.9					
HCM Lane LOS	-		-		-		B B					
HCM 95th %tile Q(veh)	-		-		-		0.5 0.4					



# Davis Highway/MLK Drive Two-Way Conversion Study

## 19: N Davis Hwy & E Texar Dr

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	125	305	0	0	310	85	30	135	30	0	0	0
Future Volume (veh/h)	125	305	0	0	310	85	30	135	30	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach	No			No			No					
Adj Sat Flow, veh/h/ln	1826	1826	0	0	1856	1856	1900	1811	1900			
Adj Flow Rate, veh/h	137	335	0	0	341	93	33	148	33			
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91			
Percent Heavy Veh, %	5	5	0	0	3	3	0	6	0			
Cap, veh/h	818	2978	0	0	2105	566	24	111	26			
Arrive On Green	0.05	0.86	0.00	0.00	0.77	0.77	0.05	0.05	0.05			
Sat Flow, veh/h	1739	3561	0	0	2840	739	522	2415	559			
Grp Volume(v), veh/h	137	335	0	0	217	217	113	0	101			
Grp Sat Flow(s),veh/h/ln	1739	1735	0	0	1763	1723	1785	0	1711			
Q Serve(g_s), s	1.9	2.0	0.0	0.0	4.3	4.4	6.0	0.0	6.0			
Cycle Q Clear(g_c), s	1.9	2.0	0.0	0.0	4.3	4.4	6.0	0.0	6.0			
Prop In Lane	1.00		0.00	0.00		0.43	0.29		0.33			
Lane Grp Cap(c), veh/h	818	2978	0	0	1351	1320	82	0	79			
V/C Ratio(X)	0.17	0.11	0.00	0.00	0.16	0.16	1.37	0.00	1.28			
Avail Cap(c_a), veh/h	1059	2978	0	0	1351	1320	461	0	442			
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Upstream Filter(I)	0.98	0.98	0.00	0.00	1.00	1.00	1.00	0.00	1.00			
Uniform Delay (d), s/veh	2.3	1.4	0.0	0.0	4.0	4.1	62.0	0.0	62.0			
Incr Delay (d2), s/veh	0.1	0.0	0.0	0.0	0.3	0.3	183.1	0.0	145.7			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(50%),veh/ln	0.4	0.3	0.0	0.0	1.3	1.4	6.9	0.0	5.8			
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	2.4	1.5	0.0	0.0	4.3	4.3	245.1	0.0	207.7			
LnGrp LOS	A	A	A	A	A	A	F	A	F			
Approach Vol, veh/h	472					434		214				
Approach Delay, s/veh	1.7					4.3		227.5				
Approach LOS	A					A		F				
Timer - Assigned Phs	1	2	4		6							
Phs Duration (G+Y+Rc), s	12.0	105.6	12.4		117.6							
Change Period (Y+Rc), s	6.0	6.0	6.4		6.0							
Max Green Setting (Gmax), s	24.0	54.0	33.6		54.0							
Max Q Clear Time (g_c+I1), s	3.9	6.4	2.0		4.0							
Green Ext Time (p_c), s	0.3	4.0	1.2		3.3							
Intersection Summary												
HCM 6th Ctrl Delay			45.9									
HCM 6th LOS			D									

Davis Highway/MLK Drive Two-Way Conversion Study  
20: N Davis Hwy & Hart Dr

03/25/2020

Intersection

Int Delay, s/veh 1.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↰			↱			↰↱				
Traffic Vol, veh/h	5	15	0	0	10	5	5	310	5	0	0	0
Future Vol, veh/h	5	15	0	0	10	5	5	310	5	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	16965	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	0	0	0	7	7	7	4	4	4	0	0	0
Mvmt Flow	5	16	0	0	11	5	5	341	5	0	0	0

Major/Minor	Minor2		Minor1		Major1					
Conflicting Flow All	186	356	-	-	354	173	0	0	0	
Stage 1	0	0	-	-	354	-	-	-	-	
Stage 2	186	356	-	-	0	-	-	-	-	
Critical Hdwy	7.5	6.5	-	-	6.64	7.04	4.18	-	-	
Critical Hdwy Stg 1	-	-	-	-	5.64	-	-	-	-	
Critical Hdwy Stg 2	6.5	5.5	-	-	-	-	-	-	-	
Follow-up Hdwy	3.5	4	-	-	4.07	3.37	2.24	-	-	
Pot Cap-1 Maneuver	763	573	0	0	559	825	-	-	-	
Stage 1	-	-	0	0	616	-	-	-	-	
Stage 2	804	633	0	0	-	-	-	-	-	
Platoon blocked, %								-	-	
Mov Cap-1 Maneuver	746	573	-	-	559	825	-	-	-	
Mov Cap-2 Maneuver	746	573	-	-	559	-	-	-	-	
Stage 1	-	-	-	-	616	-	-	-	-	
Stage 2	784	633	-	-	-	-	-	-	-	

Approach	EB	WB	NB
HCM Control Delay, s	11.1	10.9	
HCM LOS	B	B	

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1
Capacity (veh/h)	-	-	-	608 626
HCM Lane V/C Ratio	-	-	-	0.036 0.026
HCM Control Delay (s)	-	-	-	11.1 10.9
HCM Lane LOS	-	-	-	B B
HCM 95th %tile Q(veh)	-	-	-	0.1 0.1

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HCM 6th Edition methodology expects strict NEMA phasing.

















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HCM 6th Edition cannot analyze u-turn movements.

# Davis Highway/MLK Drive Two-Way Conversion Study

## 1: Alcaniz St & E Gregory Street

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	0	0	0	295	480	25	5	20	180	0	0	195
Future Volume (vph)	0	0	0	295	480	25	5	20	180	0	0	195
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)					6.0			6.0	6.0			6.0
Lane Util. Factor					0.91			1.00	0.91			0.91
Frt					1.00			1.00	1.00			0.97
Flt Protected					0.98			0.95	1.00			1.00
Satd. Flow (prot)					5070			1752	5036			4955
Flt Permitted					0.98			0.95	1.00			1.00
Satd. Flow (perm)					5070			1752	5036			4955
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	0	0	0	324	527	27	5	22	198	0	0	214
RTOR Reduction (vph)	0	0	0	0	2	0	0	0	0	0	0	32
Lane Group Flow (vph)	0	0	0	0	876	0	0	27	198	0	0	226
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	3%	3%	3%	3%	2%	2%
Turn Type				Perm	NA		Prot	Prot	NA			NA
Protected Phases					2		7	7	4			8
Permitted Phases				2								
Actuated Green, G (s)					71.2			4.8	21.8			11.0
Effective Green, g (s)					71.2			4.8	21.8			11.0
Actuated g/C Ratio					0.68			0.05	0.21			0.10
Clearance Time (s)					6.0			6.0	6.0			6.0
Vehicle Extension (s)					5.0			3.0	4.0			4.0
Lane Grp Cap (vph)					3437			80	1045			519
v/s Ratio Prot								c0.02	0.04			c0.05
v/s Ratio Perm					0.17							
v/c Ratio					0.25			0.34	0.19			0.44
Uniform Delay, d1					6.6			48.6	34.3			44.1
Progression Factor					1.00			1.00	1.00			1.00
Incremental Delay, d2					0.2			2.5	0.1			0.8
Delay (s)					6.8			51.1	34.4			44.9
Level of Service					A			D	C			D
Approach Delay (s)		0.0			6.8				36.4			44.9
Approach LOS		A			A				D			D
Intersection Summary												
HCM 2000 Control Delay			18.9		HCM 2000 Level of Service				B			
HCM 2000 Volume to Capacity ratio			0.28									
Actuated Cycle Length (s)			105.0		Sum of lost time (s)				18.0			
Intersection Capacity Utilization			40.5%		ICU Level of Service				A			
Analysis Period (min)			15									
c Critical Lane Group												

Movement	SBR
Lane Configurations	
Traffic Volume (vph)	40
Future Volume (vph)	40
Ideal Flow (vphpl)	1900
Total Lost time (s)	
Lane Util. Factor	
Flt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.91
Adj. Flow (vph)	44
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Heavy Vehicles (%)	2%
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	


Intersection has too many lanes per leg.

HCM All-Way analysis is limited to two lanes per leg.

Channelized right turn lanes are not counted.

Davis Highway/MLK Drive Two-Way Conversion Study  
3: Alcaniz St/Martin Luther King Jr Dr & E Cervantes St



















03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑		↑	↑↑						↑↑	↑
Traffic Volume (vph)	0	1115	100	120	1210	0	0	0	0	40	35	60
Future Volume (vph)	0	1115	100	120	1210	0	0	0	0	40	35	60
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0		6.0	6.0						6.0	6.0
Lane Util. Factor		0.95		1.00	0.95						0.95	1.00
Frt		0.99		1.00	1.00						1.00	0.85
Flt Protected		1.00		0.95	1.00						0.97	1.00
Satd. Flow (prot)		3530		1787	3574						3348	1538
Flt Permitted		1.00		0.12	1.00						0.97	1.00
Satd. Flow (perm)		3530		235	3574						3348	1538
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	0	1225	110	132	1330	0	0	0	0	44	38	66
RTOR Reduction (vph)	0	4	0	0	0	0	0	0	0	0	0	52
Lane Group Flow (vph)	0	1331	0	132	1330	0	0	0	0	0	82	14
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	0%	0%	0%	5%	5%	5%
Turn Type		NA		pm+pt	NA					Perm	NA	Perm
Protected Phases		2		1	6						4	
Permitted Phases				6						4		4
Actuated Green, G (s)		84.6		99.0	99.0						29.0	29.0
Effective Green, g (s)		84.6		99.0	99.0						29.0	29.0
Actuated g/C Ratio		0.60		0.71	0.71						0.21	0.21
Clearance Time (s)		6.0		6.0	6.0						6.0	6.0
Vehicle Extension (s)		5.0		2.5	5.0						2.5	2.5
Lane Grp Cap (vph)		2133		259	2527						693	318
v/s Ratio Prot		c0.38		0.03	c0.37							
v/s Ratio Perm				0.33							0.02	0.01
v/c Ratio		0.62		0.51	0.53						0.12	0.04
Uniform Delay, d1		17.6		13.3	9.6						45.1	44.4
Progression Factor		1.25		0.61	0.90						1.00	1.00
Incremental Delay, d2		0.8		1.0	0.7						0.3	0.3
Delay (s)		22.8		9.1	9.3						45.5	44.7
Level of Service		C		A	A						D	D
Approach Delay (s)		22.8			9.3			0.0			45.1	
Approach LOS		C			A			A			D	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			17.2			HCM 2000 Level of Service				B		
HCM 2000 Volume to Capacity ratio			0.51									
Actuated Cycle Length (s)			140.0			Sum of lost time (s)			18.0			
Intersection Capacity Utilization			59.8%			ICU Level of Service			B			
Analysis Period (min)			15									
c Critical Lane Group												




















Davis Highway/MLK Drive Two-Way Conversion Study  
4: Haynes St/I-110 NB On Ramp & E Cervantes St

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	315	1185	0	0	1030	240	15	35	30	0	0	0
Future Volume (vph)	315	1185	0	0	1030	240	15	35	30	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0			6.0		6.0	6.0	6.0			
Lane Util. Factor	1.00	0.95			0.95		1.00	1.00	1.00			
Frt	1.00	1.00			0.97		1.00	1.00	0.85			
Flt Protected	0.95	1.00			1.00		0.95	1.00	1.00			
Satd. Flow (prot)	1770	3539			3473		1805	1900	1615			
Flt Permitted	0.12	1.00			1.00		0.95	1.00	1.00			
Satd. Flow (perm)	223	3539			3473		1805	1900	1615			
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	346	1302	0	0	1132	264	16	38	33	0	0	0
RTOR Reduction (vph)	0	0	0	0	10	0	0	0	31	0	0	0
Lane Group Flow (vph)	346	1302	0	0	1386	0	16	38	2	0	0	0
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	0%	0%	0%	0%	0%	0%
Turn Type	pm+pt	NA			NA		Perm	NA	Perm			
Protected Phases	1	6			2			4				
Permitted Phases	6						4		4			
Actuated Green, G (s)	121.3	121.3			88.2		6.7	6.7	6.7			
Effective Green, g (s)	121.3	121.3			88.2		6.7	6.7	6.7			
Actuated g/C Ratio	0.87	0.87			0.63		0.05	0.05	0.05			
Clearance Time (s)	6.0	6.0			6.0		6.0	6.0	6.0			
Vehicle Extension (s)	2.5	5.0			5.0		2.5	2.5	2.5			
Lane Grp Cap (vph)	492	3066			2187		86	90	77			
v/s Ratio Prot	c0.14	0.37			0.40			c0.02				
v/s Ratio Perm	c0.47						0.01		0.00			
v/c Ratio	0.70	0.42			0.63		0.19	0.42	0.02			
Uniform Delay, d1	27.1	2.0			16.0		64.0	64.8	63.5			
Progression Factor	1.00	1.00			0.63		1.00	1.00	1.00			
Incremental Delay, d2	4.2	0.2			1.2		0.8	2.3	0.1			
Delay (s)	31.3	2.2			11.3		64.8	67.1	63.6			
Level of Service	C	A			B		E	E	E			
Approach Delay (s)		8.3			11.3			65.3			0.0	
Approach LOS		A			B			E			A	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			11.2				HCM 2000 Level of Service		B			
HCM 2000 Volume to Capacity ratio			0.70									
Actuated Cycle Length (s)			140.0				Sum of lost time (s)		18.0			
Intersection Capacity Utilization			71.9%				ICU Level of Service		C			
Analysis Period (min)			15									
c Critical Lane Group												

















Davis Highway/MLK Drive Two-Way Conversion Study  
5: Martin Luther King Jr Dr & E Blount St

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	105	10	10	210	0	0	0	0	10	95	25
Future Volume (vph)	0	105	10	10	210	0	0	0	0	10	95	25
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0		6.0	6.0						6.0	
Lane Util. Factor		1.00		1.00	1.00						0.95	
Frt		0.99		1.00	1.00						0.97	
Flt Protected		1.00		0.95	1.00						1.00	
Satd. Flow (prot)		1878		1805	1900						3265	
Flt Permitted		1.00		0.68	1.00						1.00	
Satd. Flow (perm)		1878		1285	1900						3265	
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	0	115	11	11	231	0	0	0	0	11	104	27
RTOR Reduction (vph)	0	6	0	0	0	0	0	0	0	0	23	0
Lane Group Flow (vph)	0	120	0	11	231	0	0	0	0	0	119	0
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	0%	0%	0%	7%	7%	7%
Turn Type		NA		Perm	NA					Perm	NA	
Protected Phases		4			4						2	
Permitted Phases				4						2		
Actuated Green, G (s)		8.8		8.8	8.8						3.9	
Effective Green, g (s)		8.8		8.8	8.8						3.9	
Actuated g/C Ratio		0.36		0.36	0.36						0.16	
Clearance Time (s)		6.0		6.0	6.0						6.0	
Vehicle Extension (s)		4.0		4.0	4.0						4.0	
Lane Grp Cap (vph)		669		457	676						515	
v/s Ratio Prot		0.06			0.12							
v/s Ratio Perm				0.01							0.04	
v/c Ratio		0.18		0.02	0.34						0.23	
Uniform Delay, d1		5.5		5.2	5.8						9.1	
Progression Factor		1.00		1.00	1.00						1.00	
Incremental Delay, d2		0.2		0.0	0.4						0.3	
Delay (s)		5.6		5.2	6.2						9.4	
Level of Service		A		A	A						A	
Approach Delay (s)		5.6			6.2			0.0			9.4	
Approach LOS		A			A			A			A	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			7.0		HCM 2000 Level of Service					A		
HCM 2000 Volume to Capacity ratio			0.31									
Actuated Cycle Length (s)			24.7		Sum of lost time (s)				12.0			
Intersection Capacity Utilization			42.9%		ICU Level of Service				A			
Analysis Period (min)			15									
<b>c Critical Lane Group</b>												

Davis Highway/MLK Drive Two-Way Conversion Study  
6: Martin Luther King Jr Dr & E Jordan St

03/25/2020


												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		 									 	
Sign Control		Stop			Stop			Stop			Stop	
Traffic Volume (vph)	0	275	30	0	0	0	0	0	0	20	100	0
Future Volume (vph)	0	275	30	0	0	0	0	0	0	20	100	0
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Hourly flow rate (vph)	0	302	33	0	0	0	0	0	0	22	110	0
Direction, Lane #	EB 1	EB 2	SB 1	SB 2								
Volume Total (vph)	201	134	59	73								
Volume Left (vph)	0	0	22	0								
Volume Right (vph)	0	33	0	0								
Hadj (s)	0.00	-0.17	0.31	0.12								
Departure Headway (s)	4.9	4.7	5.6	5.4								
Degree Utilization, x	0.27	0.17	0.09	0.11								
Capacity (veh/h)	725	745	611	631								
Control Delay (s)	8.5	7.5	8.0	7.9								
Approach Delay (s)	8.1		7.9									
Approach LOS	A		A									
Intersection Summary												
Delay			8.0									
Level of Service			A									
Intersection Capacity Utilization			18.6%		ICU Level of Service				A			
Analysis Period (min)			15									

Intersection Sign configuration not allowed in HCM analysis.

# Davis Highway/MLK Drive Two-Way Conversion Study


## 8: Haynes St/I-110 NB & E Maxwell Street

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations					↑↑	↑↑	↑	↑				
Traffic Volume (vph)	0	0	0	0	150	155	15	220	0	0	0	0
Future Volume (vph)	0	0	0	0	150	155	15	220	0	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)					12.0	12.0	6.0	6.0				
Lane Util. Factor					0.95	1.00	1.00	1.00				
Frt					1.00	0.85	1.00	1.00				
Flt Protected					1.00	1.00	0.95	1.00				
Satd. Flow (prot)					3574	1599	1770	1863				
Flt Permitted					1.00	1.00	0.95	1.00				
Satd. Flow (perm)					3574	1599	1770	1863				
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	0	0	0	0	165	170	16	242	0	0	0	0
RTOR Reduction (vph)	0	0	0	0	0	87	10	0	0	0	0	0
Lane Group Flow (vph)	0	0	0	0	165	83	6	242	0	0	0	0
Heavy Vehicles (%)	0%	0%	0%	1%	1%	1%	2%	2%	2%	0%	0%	0%
Turn Type					NA	Perm	Perm	NA				
Protected Phases					4 1			2				
Permitted Phases						4 1	2					
Actuated Green, G (s)					33.2	33.2	24.2	24.2				
Effective Green, g (s)					33.2	33.2	24.2	24.2				
Actuated g/C Ratio					0.49	0.49	0.36	0.36				
Clearance Time (s)							6.0	6.0				
Vehicle Extension (s)							4.0	4.0				
Lane Grp Cap (vph)					1747	781	630	663				
v/s Ratio Prot					0.05			c0.13				
v/s Ratio Perm						c0.05	0.00					
v/c Ratio					0.09	0.11	0.01	0.37				
Uniform Delay, d1					9.3	9.4	14.1	16.2				
Progression Factor					0.62	0.51	1.00	1.00				
Incremental Delay, d2					0.0	0.1	0.0	1.6				
Delay (s)					5.8	4.9	14.1	17.7				
Level of Service					A	A	B	B				
Approach Delay (s)		0.0			5.3			17.5			0.0	
Approach LOS		A			A			B			A	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			10.6		HCM 2000 Level of Service						B	
HCM 2000 Volume to Capacity ratio			0.27									
Actuated Cycle Length (s)			67.9		Sum of lost time (s)						22.5	
Intersection Capacity Utilization			36.2%		ICU Level of Service						A	
Analysis Period (min)			15									
c Critical Lane Group												

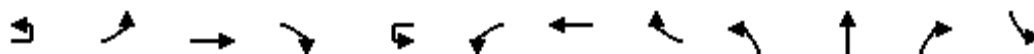
Davis Highway/MLK Drive Two-Way Conversion Study  
9: Martin Luther King Jr Dr & E Maxwell Street

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations					↑↑↑						↑↑	↑
Traffic Volume (vph)	0	0	0	5	270	0	0	0	0	0	115	35
Future Volume (vph)	0	0	0	5	270	0	0	0	0	0	115	35
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)					12.0						6.0	4.5
Lane Util. Factor					0.91						0.95	1.00
Frt					1.00						1.00	0.85
Flt Protected					1.00						1.00	1.00
Satd. Flow (prot)					5131						3406	1524
Flt Permitted					1.00						1.00	1.00
Satd. Flow (perm)					5131						3406	1524
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	0	0	0	5	297	0	0	0	0	0	126	38
RTOR Reduction (vph)	0	0	0	0	87	0	0	0	0	0	0	0
Lane Group Flow (vph)	0	0	0	0	215	0	0	0	0	0	126	38
Heavy Vehicles (%)	0%	0%	0%	1%	1%	1%	0%	0%	0%	0%	6%	6%
Turn Type				Perm	NA						NA	custom
Protected Phases					4						6	
Permitted Phases				4								1
Actuated Green, G (s)					13.6						36.3	7.6
Effective Green, g (s)					13.6						36.3	7.6
Actuated g/C Ratio					0.20						0.53	0.11
Clearance Time (s)					12.0						6.0	4.5
Vehicle Extension (s)					5.0						4.0	3.0
Lane Grp Cap (vph)					1027						1820	170
v/s Ratio Prot											c0.04	
v/s Ratio Perm					0.04							c0.02
v/c Ratio					0.21						0.07	0.22
Uniform Delay, d1					22.7						7.6	27.5
Progression Factor					1.00						1.00	1.00
Incremental Delay, d2					0.2						0.0	0.7
Delay (s)					22.9						7.7	28.1
Level of Service					C						A	C
Approach Delay (s)		0.0			22.9			0.0			12.4	
Approach LOS		A			C			A			B	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			19.2		HCM 2000 Level of Service					B		
HCM 2000 Volume to Capacity ratio			0.14									
Actuated Cycle Length (s)			67.9		Sum of lost time (s)				22.5			
Intersection Capacity Utilization			24.5%		ICU Level of Service				A			
Analysis Period (min)			15									
c Critical Lane Group												

Davis Highway/MLK Drive Two-Way Conversion Study  
10: Martin Luther King Jr Dr & E Cross St

03/25/2020



Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations			↰				↱					
Traffic Volume (veh/h)	5	0	70	15	5	5	65	0	0	0	0	5
Future Volume (Veh/h)	5	0	70	15	5	5	65	0	0	0	0	5
Sign Control			Stop				Stop			Free		
Grade			0%				0%			0%		
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Hourly flow rate (vph)	0	0	77	16	0	5	71	0	0	0	0	5
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type										None		
Median storage veh												
Upstream signal (ft)												
pX, platoon unblocked	0.00				0.00							
vC, conflicting volume	0	234	199	104	0	150	218	0	208			0
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	0	234	199	104	0	150	218	0	208			0
tC, single (s)	0.0	7.7	6.7	7.1	0.0	7.7	6.7	7.1	4.1			4.2
tC, 2 stage (s)												
tF (s)	0.0	3.6	4.1	3.4	0.0	3.6	4.1	3.4	2.2			2.2
p0 queue free %	0	100	89	98	0	99	89	100	100			100
cM capacity (veh/h)	0	617	671	899	0	697	657	1056	1375			1600
Direction, Lane #	EB 1	WB 1	SB 1	SB 2								
Volume Total	93	76	90	123								
Volume Left	0	5	5	0								
Volume Right	16	0	0	38								
cSH	702	659	1600	1700								
Volume to Capacity	0.13	0.12	0.00	0.07								
Queue Length 95th (ft)	11	10	0	0								
Control Delay (s)	10.9	11.2	0.4	0.0								
Lane LOS	B	B	A									
Approach Delay (s)	10.9	11.2	0.2									
Approach LOS	B	B										
Intersection Summary												
Average Delay			5.0									
Intersection Capacity Utilization			19.1%		ICU Level of Service			A				
Analysis Period (min)			15									

Davis Highway/MLK Drive Two-Way Conversion Study  
10: Martin Luther King Jr Dr & E Cross St

03/25/2020



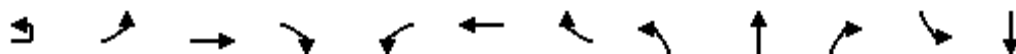
Movement	SBT	SBR
Lane Configurations	4T	
Traffic Volume (veh/h)	155	35
Future Volume (Veh/h)	155	35
Sign Control	Free	
Grade	0%	
Peak Hour Factor	0.91	0.91
Hourly flow rate (vph)	170	38
Pedestrians		
Lane Width (ft)		
Walking Speed (ft/s)		
Percent Blockage		
Right turn flare (veh)		
Median type	None	
Median storage veh)		
Upstream signal (ft)		
pX, platoon unblocked		
vC, conflicting volume		
vC1, stage 1 conf vol		
vC2, stage 2 conf vol		
vCu, unblocked vol		
tC, single (s)		
tC, 2 stage (s)		
tF (s)		
p0 queue free %		
cM capacity (veh/h)		
Direction, Lane #		



# Davis Highway/MLK Drive Two-Way Conversion Study

## 11: Martin Luther King Jr Dr & E Texar Dr

03/25/2020



















Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations			↑↑		↑	↑↑						↑↑
Traffic Volume (vph)	10	0	360	70	25	315	0	0	0	0	70	135
Future Volume (vph)	10	0	360	70	25	315	0	0	0	0	70	135
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)			6.0		6.0	6.0						6.2
Lane Util. Factor			0.95		1.00	0.95						0.95
Frt			0.98		1.00	1.00						0.96
Flt Protected			1.00		0.95	1.00						0.99
Satd. Flow (prot)			3352		1752	3505						3253
Flt Permitted			0.94		0.44	1.00						0.99
Satd. Flow (perm)			3171		815	3505						3253
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	11	0	396	77	27	346	0	0	0	0	77	148
RTOR Reduction (vph)	0	0	8	0	0	0	0	0	0	0	0	41
Lane Group Flow (vph)	0	0	476	0	27	346	0	0	0	0	0	272
Heavy Vehicles (%)	5%	5%	5%	5%	3%	3%	3%	0%	0%	0%	5%	5%
Turn Type	Perm		NA		pm+pt	NA					Perm	NA
Protected Phases			6		5	2						8
Permitted Phases	6				2						8	
Actuated Green, G (s)			81.6		91.4	91.4						16.4
Effective Green, g (s)			81.6		91.4	91.4						16.4
Actuated g/C Ratio			0.68		0.76	0.76						0.14
Clearance Time (s)			6.0		6.0	6.0						6.2
Vehicle Extension (s)			4.0		3.0	3.0						4.0
Lane Grp Cap (vph)			2156		650	2669						444
v/s Ratio Prot					0.00	c0.10						
v/s Ratio Perm			c0.15		0.03							0.08
v/c Ratio			0.22		0.04	0.13						0.61
Uniform Delay, d1			7.2		3.6	3.8						48.8
Progression Factor			1.00		1.00	1.00						1.00
Incremental Delay, d2			0.2		0.0	0.0						2.9
Delay (s)			7.5		3.7	3.8						51.7
Level of Service			A		A	A						D
Approach Delay (s)			7.5			3.8			0.0			51.7
Approach LOS			A			A			A			D
<b>Intersection Summary</b>												
HCM 2000 Control Delay			18.1			HCM 2000 Level of Service			B			
HCM 2000 Volume to Capacity ratio			0.28									
Actuated Cycle Length (s)			120.0			Sum of lost time (s)			18.2			
Intersection Capacity Utilization			41.0%			ICU Level of Service			A			
Analysis Period (min)			15									
c Critical Lane Group												

Movement	SBR
Lane Configurations	
Traffic Volume (vph)	80
Future Volume (vph)	80
Ideal Flow (vphpl)	1900
Total Lost time (s)	
Lane Util. Factor	
Fr t	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.91
Adj. Flow (vph)	88
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Heavy Vehicles (%)	5%
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	

Davis Highway/MLK Drive Two-Way Conversion Study  
12: Martin Luther King Jr Dr & Hart Dr


















03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations											 	
Traffic Volume (veh/h)	0	5	5	10	5	0	0	0	0	15	285	0
Future Volume (Veh/h)	0	5	5	10	5	0	0	0	0	15	285	0
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Hourly flow rate (vph)	0	5	5	11	5	0	0	0	0	16	313	0
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	None								None			
Median storage veh												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	348	345	156	196	345	0	313	0				
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	348	345	156	196	345	0	313	0				
tC, single (s)	7.5	6.5	6.9	7.7	6.7	7.1	4.1	4.2				
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.6	4.1	3.4	2.2	2.2				
p0 queue free %	100	99	99	98	99	100	100	99				
cM capacity (veh/h)	579	575	868	712	555	1062	1259	1614				
Direction, Lane #	EB 1	WB 1	SB 1	SB 2								
Volume Total	10	16	172	156								
Volume Left	0	11	16	0								
Volume Right	5	0	0	0								
cSH	692	655	1614	1700								
Volume to Capacity	0.01	0.02	0.01	0.09								
Queue Length 95th (ft)	1	2	1	0								
Control Delay (s)	10.3	10.6	0.7	0.0								
Lane LOS	B	B	A									
Approach Delay (s)	10.3	10.6	0.4									
Approach LOS	B	B										
Intersection Summary												
Average Delay			1.1									
Intersection Capacity Utilization			22.5%	ICU Level of Service					A			
Analysis Period (min)			15									

Intersection Sign configuration not allowed in HCM analysis.


















Davis Highway/MLK Drive Two-Way Conversion Study  
14: N Davis Hwy & E Cervantes St

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	60	1095	0	0	1265	0	65	40	90	0	0	0
Future Volume (vph)	60	1095	0	0	1265	0	65	40	90	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.5			6.5			6.0	6.0			
Lane Util. Factor	1.00	0.95			0.95			0.95	1.00			
Frt	1.00	1.00			1.00			1.00	0.85			
Flt Protected	0.95	1.00			1.00			0.97	1.00			
Satd. Flow (prot)	1770	3539			3574			3400	1568			
Flt Permitted	0.16	1.00			1.00			0.97	1.00			
Satd. Flow (perm)	289	3539			3574			3400	1568			
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	66	1203	0	0	1390	0	71	44	99	0	0	0
RTOR Reduction (vph)	0	0	0	0	0	0	0	0	92	0	0	0
Lane Group Flow (vph)	66	1203	0	0	1390	0	0	115	7	0	0	0
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	3%	3%	3%	0%	0%	0%
Turn Type	pm+pt	NA			NA		Perm	NA	Perm			
Protected Phases	1	6			2			4				
Permitted Phases	6						4		4			
Actuated Green, G (s)	117.4	117.4			106.6			10.1	10.1			
Effective Green, g (s)	117.4	117.4			106.6			10.1	10.1			
Actuated g/C Ratio	0.84	0.84			0.76			0.07	0.07			
Clearance Time (s)	6.0	6.5			6.5			6.0	6.0			
Vehicle Extension (s)	2.5	5.0			5.0			3.0	3.0			
Lane Grp Cap (vph)	293	2967			2721			245	113			
v/s Ratio Prot	0.01	c0.34			c0.39							
v/s Ratio Perm	0.18							0.03	0.00			
v/c Ratio	0.23	0.41			0.51			0.47	0.06			
Uniform Delay, d1	4.1	2.8			6.5			62.4	60.5			
Progression Factor	0.21	0.34			1.00			1.00	1.00			
Incremental Delay, d2	0.2	0.2			0.7			1.4	0.2			
Delay (s)	1.1	1.1			7.2			63.8	60.8			
Level of Service	A	A			A			E	E			
Approach Delay (s)		1.1			7.2			62.4			0.0	
Approach LOS		A			A			E			A	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			8.6				HCM 2000 Level of Service			A		
HCM 2000 Volume to Capacity ratio			0.51									
Actuated Cycle Length (s)			140.0				Sum of lost time (s)			18.5		
Intersection Capacity Utilization			59.8%				ICU Level of Service			B		
Analysis Period (min)			15									
c Critical Lane Group												















Davis Highway/MLK Drive Two-Way Conversion Study  
15: N Davis Hwy & E Blount St

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	10	105	0	0	205	15	15	125	5	0	0	0
Future Volume (vph)	10	105	0	0	205	15	15	125	5	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	7.5	7.5			7.5			7.5				
Lane Util. Factor	1.00	1.00			1.00			0.95				
Frt	1.00	1.00			0.99			1.00				
Flt Protected	0.95	1.00			1.00			0.99				
Satd. Flow (prot)	1805	1900			1883			3437				
Flt Permitted	0.61	1.00			1.00			0.99				
Satd. Flow (perm)	1157	1900			1883			3437				
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	11	115	0	0	225	16	16	137	5	0	0	0
RTOR Reduction (vph)	0	0	0	0	5	0	0	4	0	0	0	0
Lane Group Flow (vph)	11	115	0	0	236	0	0	154	0	0	0	0
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	4%	4%	4%	0%	0%	0%
Turn Type	Perm	NA			NA		Perm	NA				
Protected Phases		4			4			2				
Permitted Phases	4						2					
Actuated Green, G (s)	8.7	8.7			8.7			6.2				
Effective Green, g (s)	8.7	8.7			8.7			6.2				
Actuated g/C Ratio	0.29	0.29			0.29			0.21				
Clearance Time (s)	7.5	7.5			7.5			7.5				
Vehicle Extension (s)	4.0	4.0			4.0			4.0				
Lane Grp Cap (vph)	336	552			547			712				
v/s Ratio Prot		0.06			0.13							
v/s Ratio Perm	0.01							0.04				
v/c Ratio	0.03	0.21			0.43			0.22				
Uniform Delay, d1	7.6	8.0			8.6			9.8				
Progression Factor	1.00	1.00			1.00			1.00				
Incremental Delay, d2	0.1	0.3			0.7			0.2				
Delay (s)	7.6	8.3			9.3			10.0				
Level of Service	A	A			A			B				
Approach Delay (s)		8.2			9.3			10.0			0.0	
Approach LOS		A			A			B			A	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			9.3									
HCM 2000 Volume to Capacity ratio			0.34									
Actuated Cycle Length (s)			29.9						15.0			
Intersection Capacity Utilization			42.9%									
Analysis Period (min)			15									
c Critical Lane Group												

Davis Highway/MLK Drive Two-Way Conversion Study  
16: N Davis Hwy & E Jordan St

03/25/2020
















												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Traffic Volume (vph)	50	245	0	0	0	0	0	155	10	0	0	0
Future Volume (vph)	50	245	0	0	0	0	0	155	10	0	0	0
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Hourly flow rate (vph)	55	269	0	0	0	0	0	170	11	0	0	0
Direction, Lane #	EB 1	EB 2	NB 1	NB 2								
Volume Total (vph)	145	179	113	68								
Volume Left (vph)	55	0	0	0								
Volume Right (vph)	0	0	0	11								
Hadj (s)	0.19	0.00	0.07	-0.05								
Departure Headway (s)	5.2	5.0	5.4	5.3								
Degree Utilization, x	0.21	0.25	0.17	0.10								
Capacity (veh/h)	669	700	639	651								
Control Delay (s)	8.3	8.4	8.3	7.6								
Approach Delay (s)	8.4		8.0									
Approach LOS	A		A									
Intersection Summary												
Delay			8.3									
Level of Service			A									
Intersection Capacity Utilization			19.5%		ICU Level of Service				A			
Analysis Period (min)			15									

Intersection Sign configuration not allowed in HCM analysis.



















Davis Highway/MLK Drive Two-Way Conversion Study  
18: N Davis Hwy & E Cross St

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	30	50	0	0	55	15	20	170	5	0	0	0
Future Volume (Veh/h)	30	50	0	0	55	15	20	170	5	0	0	0
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Hourly flow rate (vph)	33	55	0	0	60	16	22	187	5	0	0	0
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	None								None			
Median storage veh												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	184	236	0	261	234	96	0			192		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	184	236	0	261	234	96	0			192		
tC, single (s)	7.8	6.8	7.2	7.7	6.7	7.1	4.2			4.1		
tC, 2 stage (s)												
tF (s)	3.6	4.2	3.4	3.6	4.1	3.4	2.2			2.2		
p0 queue free %	95	91	100	100	91	98	99			100		
cM capacity (veh/h)	656	626	1043	600	639	917	1614			1394		
Direction, Lane #	EB 1	WB 1	NB 1	NB 2								
Volume Total	88	76	116	98								
Volume Left	33	0	22	0								
Volume Right	0	16	0	5								
cSH	637	682	1614	1700								
Volume to Capacity	0.14	0.11	0.01	0.06								
Queue Length 95th (ft)	12	9	1	0								
Control Delay (s)	11.6	10.9	1.5	0.0								
Lane LOS	B	B	A									
Approach Delay (s)	11.6	10.9	0.8									
Approach LOS	B	B										
Intersection Summary												
Average Delay			5.3									
Intersection Capacity Utilization			23.1%	ICU Level of Service					A			
Analysis Period (min)			15									
















Davis Highway/MLK Drive Two-Way Conversion Study  
19: N Davis Hwy & E Texar Dr

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	125	305	0	0	310	85	30	135	30	0	0	0
Future Volume (vph)	125	305	0	0	310	85	30	135	30	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0			6.0			6.4				
Lane Util. Factor	1.00	0.95			0.95			0.95				
Frt	1.00	1.00			0.97			0.98				
Flt Protected	0.95	1.00			1.00			0.99				
Satd. Flow (prot)	1719	3438			3392			3301				
Flt Permitted	0.47	1.00			1.00			0.99				
Satd. Flow (perm)	848	3438			3392			3301				
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	137	335	0	0	341	93	33	148	33	0	0	0
RTOR Reduction (vph)	0	0	0	0	10	0	0	13	0	0	0	0
Lane Group Flow (vph)	137	335	0	0	424	0	0	201	0	0	0	0
Heavy Vehicles (%)	5%	5%	5%	3%	3%	3%	6%	6%	6%	0%	0%	0%
Turn Type	pm+pt	NA			NA		Perm	NA				
Protected Phases	1	6			2			4				
Permitted Phases	6						4					
Actuated Green, G (s)	104.4	104.4			90.6			13.2				
Effective Green, g (s)	104.4	104.4			90.6			13.2				
Actuated g/C Ratio	0.80	0.80			0.70			0.10				
Clearance Time (s)	6.0	6.0			6.0			6.4				
Vehicle Extension (s)	3.0	4.0			4.0			3.0				
Lane Grp Cap (vph)	733	2760			2363			335				
v/s Ratio Prot	c0.01	0.10			0.12							
v/s Ratio Perm	c0.14							0.06				
v/c Ratio	0.19	0.12			0.18			0.60				
Uniform Delay, d1	2.9	2.8			6.8			55.9				
Progression Factor	1.00	1.00			1.00			1.00				
Incremental Delay, d2	0.1	0.0			0.2			2.9				
Delay (s)	3.0	2.8			7.0			58.7				
Level of Service	A	A			A			E				
Approach Delay (s)		2.9			7.0			58.7			0.0	
Approach LOS		A			A			E			A	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			15.1			HCM 2000 Level of Service				B		
HCM 2000 Volume to Capacity ratio			0.24									
Actuated Cycle Length (s)			130.0			Sum of lost time (s)			18.4			
Intersection Capacity Utilization			41.0%			ICU Level of Service			A			
Analysis Period (min)			15									
c Critical Lane Group												






















Davis Highway/MLK Drive Two-Way Conversion Study  
20: N Davis Hwy & Hart Dr

03/25/2020

													
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Traffic Volume (veh/h)	5	15	0	0	10	5	5	310	5	0	0	0	
Future Volume (Veh/h)	5	15	0	0	10	5	5	310	5	0	0	0	
Sign Control		Stop			Stop			Free			Free		
Grade		0%			0%			0%			0%		
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	
Hourly flow rate (vph)	5	16	0	0	11	5	5	341	5	0	0	0	
Pedestrians													
Lane Width (ft)													
Walking Speed (ft/s)													
Percent Blockage													
Right turn flare (veh)													
Median type	None								None				
Median storage veh													
Upstream signal (ft)												414	
pX, platoon unblocked													
vC, conflicting volume	191	356	0	362	354	173	0						346
vC1, stage 1 conf vol													
vC2, stage 2 conf vol													
vCu, unblocked vol	191	356	0	362	354	173	0						346
tC, single (s)	7.5	6.5	6.9	7.6	6.6	7.0	4.2						4.1
tC, 2 stage (s)													
tF (s)	3.5	4.0	3.3	3.6	4.1	3.4	2.2						2.2
p0 queue free %	99	97	100	100	98	99	100						100
cM capacity (veh/h)	739	571	1091	544	557	825	1607						1224
Direction, Lane #	EB 1	WB 1	NB 1	NB 2									
Volume Total	21	16	176	176									
Volume Left	5	0	5	0									
Volume Right	0	5	0	5									
cSH	604	620	1607	1700									
Volume to Capacity	0.03	0.03	0.00	0.10									
Queue Length 95th (ft)	3	2	0	0									
Control Delay (s)	11.2	11.0	0.2	0.0									
Lane LOS	B	B	A										
Approach Delay (s)	11.2	11.0	0.1										
Approach LOS	B	B											
Intersection Summary													
Average Delay			1.2										
Intersection Capacity Utilization			20.7%	ICU Level of Service					A				
Analysis Period (min)			15										

Davis Highway/MLK Drive Two-Way Conversion Study  
21: N Davis Hwy & I-110 Ramp/Driveway

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	375	3	20	5	3	3	135	180	5	5	5	275
Future Volume (vph)	375	3	20	5	3	3	135	180	5	5	5	275
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0	6.0	6.0	6.0		6.0	6.5			6.0	6.0
Lane Util. Factor	0.95	0.95	1.00	1.00	1.00		1.00	0.95			1.00	0.95
Frt	1.00	1.00	0.85	1.00	0.93		1.00	1.00			1.00	1.00
Flt Protected	0.95	0.95	1.00	0.95	1.00		0.95	1.00			0.95	1.00
Satd. Flow (prot)	1698	1703	1599	1805	1758		1736	3458			1719	3438
Flt Permitted	0.95	0.95	1.00	0.95	1.00		0.95	1.00			0.95	1.00
Satd. Flow (perm)	1698	1703	1599	1805	1758		1736	3458			1719	3438
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	412	3	22	5	3	3	148	198	5	5	5	302
RTOR Reduction (vph)	0	0	15	0	3	0	0	1	0	0	0	0
Lane Group Flow (vph)	206	209	7	5	3	0	148	202	0	0	10	302
Heavy Vehicles (%)	1%	1%	1%	0%	0%	0%	4%	4%	4%	5%	5%	5%
Turn Type	Split	NA	Perm	Split	NA		Prot	NA		Prot	Prot	NA
Protected Phases	8	8		7	7		5	2		1	1	6
Permitted Phases			8									
Actuated Green, G (s)	46.9	46.9	46.9	2.7	2.7		10.0	72.9			3.0	66.4
Effective Green, g (s)	46.9	46.9	46.9	2.7	2.7		10.0	72.9			3.0	66.4
Actuated g/C Ratio	0.31	0.31	0.31	0.02	0.02		0.07	0.49			0.02	0.44
Clearance Time (s)	6.0	6.0	6.0	6.0	6.0		6.0	6.5			6.0	6.0
Vehicle Extension (s)	6.0	6.0	6.0	3.0	3.0		3.0	3.0			3.0	6.0
Lane Grp Cap (vph)	530	532	499	32	31		115	1680			34	1521
v/s Ratio Prot	0.12	c0.12		c0.00	0.00		c0.09	0.06			0.01	0.09
v/s Ratio Perm			0.00									
v/c Ratio	0.39	0.39	0.01	0.16	0.10		1.29	0.12			0.29	0.20
Uniform Delay, d1	40.3	40.4	35.6	72.5	72.5		70.0	21.0			72.5	25.5
Progression Factor	1.00	1.00	1.00	1.00	1.00		1.00	1.00			1.22	0.67
Incremental Delay, d2	2.1	2.2	0.1	2.3	1.4		179.6	0.1			4.6	0.3
Delay (s)	42.5	42.6	35.6	74.8	73.8		249.6	21.2			92.9	17.5
Level of Service	D	D	D	E	E		F	C			F	B
Approach Delay (s)		42.2			74.3			117.5				12.0
Approach LOS		D			E			F				B
<b>Intersection Summary</b>												
HCM 2000 Control Delay			47.2				HCM 2000 Level of Service				D	
HCM 2000 Volume to Capacity ratio			0.37									
Actuated Cycle Length (s)			150.0				Sum of lost time (s)			24.5		
Intersection Capacity Utilization			52.1%				ICU Level of Service			A		
Analysis Period (min)			15									
c Critical Lane Group												






















Davis Highway/MLK Drive Two-Way Conversion Study  
21: N Davis Hwy & I-110 Ramp/Driveway

03/25/2020

Movement	SBR
Lane Configurations	
Traffic Volume (vph)	305
Future Volume (vph)	305
Ideal Flow (vphpl)	1900
Total Lost time (s)	6.0
Lane Util. Factor	1.00
Frt	0.85
Flt Protected	1.00
Satd. Flow (prot)	1538
Flt Permitted	1.00
Satd. Flow (perm)	1538
Peak-hour factor, PHF	0.91
Adj. Flow (vph)	335
RTOR Reduction (vph)	187
Lane Group Flow (vph)	148
Heavy Vehicles (%)	5%
Turn Type	Perm
Protected Phases	
Permitted Phases	6
Actuated Green, G (s)	66.4
Effective Green, g (s)	66.4
Actuated g/C Ratio	0.44
Clearance Time (s)	6.0
Vehicle Extension (s)	6.0
Lane Grp Cap (vph)	680
v/s Ratio Prot	
v/s Ratio Perm	c0.10
v/c Ratio	0.22
Uniform Delay, d1	25.8
Progression Factor	0.15
Incremental Delay, d2	0.7
Delay (s)	4.6
Level of Service	A
Approach Delay (s)	
Approach LOS	
Intersection Summary	

Davis Highway/MLK Drive Two-Way Conversion Study  
22: N Davis Hwy & E Fairfield Dr

03/25/2020

												
Movement	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL
Lane Configurations												
Traffic Volume (vph)	245	710	410	5	15	725	65	85	273	205	5	45
Future Volume (vph)	245	710	410	5	15	725	65	85	273	205	5	45
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.4	6.4	6.4		6.4	6.4		6.4	6.0	6.0		6.0
Lane Util. Factor	0.97	0.91	1.00		1.00	0.91		0.97	0.95	1.00		1.00
Frt	1.00	1.00	0.85		1.00	0.99		1.00	1.00	0.85		1.00
Flt Protected	0.95	1.00	1.00		0.95	1.00		0.95	1.00	1.00		0.95
Satd. Flow (prot)	3433	5085	1583		1787	5073		3433	3539	1583		1719
Flt Permitted	0.95	1.00	1.00		0.95	1.00		0.95	1.00	1.00		0.95
Satd. Flow (perm)	3433	5085	1583		1787	5073		3433	3539	1583		1719
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	269	780	451	5	16	797	71	93	300	225	5	49
RTOR Reduction (vph)	0	0	182	0	0	5	0	0	0	194	0	0
Lane Group Flow (vph)	269	780	269	0	21	863	0	93	300	31	0	54
Heavy Vehicles (%)	2%	2%	2%	1%	1%	1%	1%	2%	2%	2%	5%	5%
Turn Type	Prot	NA	Perm	Prot	Prot	NA		Prot	NA	Perm	Prot	Prot
Protected Phases	1	6		5	5	2		7	4		3	3
Permitted Phases			6							4		
Actuated Green, G (s)	17.9	89.5	89.5		5.6	77.2		9.4	20.7	20.7		9.4
Effective Green, g (s)	17.9	89.5	89.5		5.6	77.2		9.4	20.7	20.7		9.4
Actuated g/C Ratio	0.12	0.60	0.60		0.04	0.51		0.06	0.14	0.14		0.06
Clearance Time (s)	6.4	6.4	6.4		6.4	6.4		6.4	6.0	6.0		6.0
Vehicle Extension (s)	4.0	3.0	3.0		4.0	3.0		3.0	3.0	3.0		4.0
Lane Grp Cap (vph)	409	3034	944		66	2610		215	488	218		107
v/s Ratio Prot	c0.08	0.15			0.01	c0.17		0.03	c0.08			c0.03
v/s Ratio Perm			0.17							0.02		
v/c Ratio	0.66	0.26	0.29		0.32	0.33		0.43	0.61	0.14		0.50
Uniform Delay, d1	63.1	14.4	14.7		70.3	21.3		67.7	60.9	56.8		68.0
Progression Factor	1.00	1.00	1.00		1.00	1.00		0.75	0.71	2.69		1.00
Incremental Delay, d2	4.2	0.2	0.8		3.8	0.3		1.4	2.2	0.3		5.0
Delay (s)	67.3	14.6	15.5		74.1	21.6		52.0	45.5	153.2		73.1
Level of Service	E	B	B		E	C		D	D	F		E
Approach Delay (s)		24.3				22.9			85.7			
Approach LOS		C				C			F			
<b>Intersection Summary</b>												
HCM 2000 Control Delay			40.0			HCM 2000 Level of Service				D		
HCM 2000 Volume to Capacity ratio			0.44									
Actuated Cycle Length (s)			150.0			Sum of lost time (s)			25.2			
Intersection Capacity Utilization			55.1%			ICU Level of Service			B			
Analysis Period (min)			15									
c Critical Lane Group												

Davis Highway/MLK Drive Two-Way Conversion Study  
22: N Davis Hwy & E Fairfield Dr

03/25/2020



Movement	SBT	SBR
Lane Configurations	↑↑	↑
Traffic Volume (vph)	165	255
Future Volume (vph)	165	255
Ideal Flow (vphpl)	1900	1900
Total Lost time (s)	6.0	6.0
Lane Util. Factor	0.95	1.00
Frt	1.00	0.85
Flt Protected	1.00	1.00
Satd. Flow (prot)	3438	1538
Flt Permitted	1.00	1.00
Satd. Flow (perm)	3438	1538
Peak-hour factor, PHF	0.91	0.91
Adj. Flow (vph)	181	280
RTOR Reduction (vph)	0	242
Lane Group Flow (vph)	181	38
Heavy Vehicles (%)	5%	5%
Turn Type	NA	Perm
Protected Phases	8	
Permitted Phases		8
Actuated Green, G (s)	20.3	20.3
Effective Green, g (s)	20.3	20.3
Actuated g/C Ratio	0.14	0.14
Clearance Time (s)	6.0	6.0
Vehicle Extension (s)	3.0	3.0
Lane Grp Cap (vph)	465	208
v/s Ratio Prot	0.05	
v/s Ratio Perm		0.02
v/c Ratio	0.39	0.18
Uniform Delay, d1	59.2	57.5
Progression Factor	1.00	1.00
Incremental Delay, d2	0.5	0.4
Delay (s)	59.7	57.9
Level of Service	E	E
Approach Delay (s)	60.1	
Approach LOS	E	
Intersection Summary		









Intersection Sign configuration not allowed in HCM analysis.



Intersection Sign configuration not allowed in HCM analysis.

Davis Highway/MLK Drive Two-Way Conversion Study  
1000: Martin Luther King Jr Dr

03/25/2020

						
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	10	0	0	0	0	300
Future Volume (Veh/h)	10	0	0	0	0	300
Sign Control	Yield		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91
Hourly flow rate (vph)	11	0	0	0	0	330
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	165	0			0	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	165	0			0	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	99	100			100	
cM capacity (veh/h)	815	1091			1622	
Direction, Lane #	WB 1	SB 1	SB 2			
Volume Total	11	165	165			
Volume Left	11	0	0			
Volume Right	0	0	0			
cSH	815	1700	1700			
Volume to Capacity	0.01	0.10	0.10			
Queue Length 95th (ft)	1	0	0			
Control Delay (s)	9.5	0.0	0.0			
Lane LOS	A					
Approach Delay (s)	9.5	0.0				
Approach LOS	A					
<b>Intersection Summary</b>						
Average Delay			0.3			
Intersection Capacity Utilization			24.1%	ICU Level of Service		A
Analysis Period (min)			15			

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HCM 6th Edition cannot analyze u-turn movements.

Davis Highway/MLK Drive Two-Way Conversion Study  
2: Alcaniz St & E Wright Street

03/25/2020

Intersection

Intersection Delay, s/veh 9.5

Intersection LOS A

Movement	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑				↑↑			↓		↑↑		↑↑	
Traffic Vol, veh/h	0	65	15	5	30	35	0	5	40	0	410	10	130	20
Future Vol, veh/h	0	65	15	5	30	35	0	5	40	0	410	10	130	20
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	1	1	1	0	0	0	0	1	1	1	1	2	2	2
Mvmt Flow	0	68	16	5	32	37	0	5	42	0	432	11	137	21
Number of Lanes	0	2	0	0	0	2	0	0	1	0	2	0	2	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	2	2	3
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	3	2	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	3	2	2	2
HCM Control Delay	9.4	9.9	9.4	9.6
HCM LOS	A	A	A	A

Lane	NBLn1	NBLn2	NBLn3	EBLn1	EBLn2	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	100%	0%	0%	0%	0%	72%	0%	13%	0%
Vol Thru, %	0%	0%	0%	100%	59%	28%	100%	87%	76%
Vol Right, %	0%	100%	100%	0%	41%	0%	0%	0%	24%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	45	205	205	43	37	47	23	75	85
LT Vol	45	0	0	0	0	34	0	10	0
Through Vol	0	0	0	43	22	13	23	65	65
RT Vol	0	205	205	0	15	0	0	0	20
Lane Flow Rate	47	216	216	46	39	49	25	79	89
Geometry Grp	8	8	8	8	8	8	8	8	8
Degree of Util (X)	0.078	0.282	0.282	0.081	0.065	0.092	0.043	0.133	0.145
Departure Headway (Hd)	5.914	4.708	4.708	6.367	6.078	6.727	6.365	6.053	5.82
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	600	753	753	565	592	535	565	594	619
Service Time	3.71	2.503	2.503	4.08	3.792	4.442	4.08	3.764	3.531
HCM Lane V/C Ratio	0.078	0.287	0.287	0.081	0.066	0.092	0.044	0.133	0.144
HCM Control Delay	9.2	9.4	9.4	9.6	9.2	10.1	9.4	9.7	9.5
HCM Lane LOS	A	A	A	A	A	B	A	A	A
HCM 95th-tile Q	0.3	1.2	1.2	0.3	0.2	0.3	0.1	0.5	0.5

Davis Highway/MLK Drive Two-Way Conversion Study  
3: Alcaniz St/Martin Luther King Jr Dr & E Cervantes St

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑		↔	↑↑						↑↑	↔
Traffic Volume (veh/h)	0	1210	60	85	1030	0	0	0	0	55	45	85
Future Volume (veh/h)	0	1210	60	85	1030	0	0	0	0	55	45	85
Initial Q (Qb), veh	0	0	0	0	0	0				0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00				1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00				1.00	1.00	1.00
Work Zone On Approach		No			No						No	
Adj Sat Flow, veh/h/ln	0	1885	1885	1885	1885	0				1856	1856	1856
Adj Flow Rate, veh/h	0	1274	63	89	1084	0				58	47	89
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95				0.95	0.95	0.95
Percent Heavy Veh, %	0	1	1	1	1	0				3	3	3
Cap, veh/h	0	2357	116	297	2664	0				320	320	285
Arrive On Green	0.00	0.68	0.68	0.06	1.00	0.00				0.18	0.18	0.18
Sat Flow, veh/h	0	3568	172	1795	3676	0				1767	1763	1572
Grp Volume(v), veh/h	0	656	681	89	1084	0				58	47	89
Grp Sat Flow(s),veh/h/ln	0	1791	1854	1795	1791	0				1767	1763	1572
Q Serve(g_s), s	0.0	29.7	29.8	2.4	0.0	0.0				4.4	3.6	7.9
Cycle Q Clear(g_c), s	0.0	29.7	29.8	2.4	0.0	0.0				4.4	3.6	7.9
Prop In Lane	0.00		0.09	1.00		0.00				1.00		1.00
Lane Grp Cap(c), veh/h	0	1215	1258	297	2664	0				320	320	285
V/C Ratio(X)	0.00	0.54	0.54	0.30	0.41	0.00				0.18	0.15	0.31
Avail Cap(c_a), veh/h	0	1215	1258	416	2664	0				320	320	285
HCM Platoon Ratio	1.00	1.00	1.00	2.00	2.00	1.00				1.00	1.00	1.00
Upstream Filter(I)	0.00	0.91	0.91	0.90	0.90	0.00				1.00	1.00	1.00
Uniform Delay (d), s/veh	0.0	13.0	13.1	10.4	0.0	0.0				55.4	55.1	56.8
Incr Delay (d2), s/veh	0.0	0.8	0.8	0.4	0.4	0.0				1.2	1.0	2.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0				0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	11.9	12.3	0.9	0.2	0.0				2.1	1.7	3.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	0.0	13.8	13.8	10.7	0.4	0.0				56.7	56.1	59.7
LnGrp LOS	A	B	B	B	A	A				E	E	E
Approach Vol, veh/h		1337			1173						194	
Approach Delay, s/veh		13.8			1.2						57.9	
Approach LOS		B			A						E	
Timer - Assigned Phs	1	2		4	6							
Phs Duration (G+Y+Rc), s	114.6			35.0	125.0							
Change Period (Y+Rc), s	6.0	6.0		6.0	6.0							
Max Green Setting (Gmax), s	98.0			29.0	119.0							
Max Q Clear Time (g_c+14.4), s	31.8			9.9	2.0							
Green Ext Time (p_c), s	0.1	30.4		0.6	24.7							

Intersection Summary

HCM 6th Ctrl Delay	11.5
HCM 6th LOS	B

Davis Highway/MLK Drive Two-Way Conversion Study  
4: Haynes St/I-110 NB On Ramp & E Cervantes St

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↡			↡	↰	↰	↡	↰			
Traffic Volume (veh/h)	430	1230	0	0	850	265	15	85	40	0	0	0
Future Volume (veh/h)	430	1230	0	0	850	265	15	85	40	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach	No				No			No				
Adj Sat Flow, veh/h/ln	1885	1885	0	0	1885	1885	1870	1870	1870			
Adj Flow Rate, veh/h	453	1295	0	0	895	279	16	89	42			
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95			
Percent Heavy Veh, %	1	1	0	0	1	1	2	2	2			
Cap, veh/h	539	3091	0	0	2022	629	110	116	98			
Arrive On Green	0.07	0.86	0.00	0.00	1.00	1.00	0.06	0.06	0.06			
Sat Flow, veh/h	1795	3676	0	0	2783	836	1781	1870	1585			
Grp Volume(v), veh/h	453	1295	0	0	595	579	16	89	42			
Grp Sat Flow(s), veh/h/ln	1795	1791	0	0	1791	1735	1781	1870	1585			
Q Serve(g_s), s	8.7	12.4	0.0	0.0	0.0	0.0	1.4	7.5	4.1			
Cycle Q Clear(g_c), s	8.7	12.4	0.0	0.0	0.0	0.0	1.4	7.5	4.1			
Prop In Lane	1.00		0.00	0.00		0.48	1.00		1.00			
Lane Grp Cap(c), veh/h	539	3091	0	0	1347	1304	110	116	98			
V/C Ratio(X)	0.84	0.42	0.00	0.00	0.44	0.44	0.14	0.77	0.43			
Avail Cap(c_a), veh/h	901	3091	0	0	1347	1304	312	327	277			
HCM Platoon Ratio	1.00	1.00	1.00	1.00	2.00	2.00	1.00	1.00	1.00			
Upstream Filter(I)	1.00	1.00	0.00	0.00	0.92	0.92	1.00	1.00	1.00			
Uniform Delay (d), s/veh	3.0	2.4	0.0	0.0	0.0	0.0	71.0	73.9	72.3			
Incr Delay (d2), s/veh	2.8	0.2	0.0	0.0	1.0	1.0	0.4	7.7	2.2			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(50%),veh/ln	2.9	3.1	0.0	0.0	0.4	0.4	0.6	3.9	1.7			
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	5.8	2.5	0.0	0.0	1.0	1.0	71.5	81.6	74.5			
LnGrp LOS	A	A	A	A	A	A	E	F	E			
Approach Vol, veh/h	1748				1174			147				
Approach Delay, s/veh	3.4				1.0			78.5				
Approach LOS	A				A			E				
Timer - Assigned Phs	1	2		4		6						
Phs Duration (G+Y+Rc), s	7.8	126.3		15.9		144.1						
Change Period (Y+Rc), s	6.0	6.0		6.0		6.0						
Max Green Setting (Gmax), s	41.0	70.0		28.0		120.0						
Max Q Clear Time (g_c+I10, s)	11.0	2.0		9.5		14.4						
Green Ext Time (p_c), s	1.0	24.9		0.4		34.7						

Intersection Summary

HCM 6th Ctrl Delay	6.1
HCM 6th LOS	A

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HCM 6th Edition methodology does not support Non-NEMA phasing.

Davis Highway/MLK Drive Two-Way Conversion Study  
6: Martin Luther King Jr Dr & E Jordan St

03/25/2020

Intersection

Intersection Delay, s/veh 8.9

Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑									↑↑	
Traffic Vol, veh/h	0	250	55	0	0	0	0	0	0	20	150	0
Future Vol, veh/h	0	250	55	0	0	0	0	0	0	20	150	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	4	4	4
Mvmt Flow	0	263	58	0	0	0	0	0	0	21	158	0
Number of Lanes	0	2	0	0	0	0	0	0	0	0	2	0

Approach	EB	SB
Opposing Approach		
Opposing Lanes	0	0
Conflicting Approach Left	SB	
Conflicting Lanes Left	2	0
Conflicting Approach Right		EB
Conflicting Lanes Right	0	2
HCM Control Delay	8.9	9
HCM LOS	A	A

Lane	EBLn1	EBLn2	SBLn1	SBLn2
Vol Left, %	0%	0%	29%	0%
Vol Thru, %	100%	60%	71%	100%
Vol Right, %	0%	40%	0%	0%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	167	138	70	100
LT Vol	0	0	20	0
Through Vol	167	83	50	100
RT Vol	0	55	0	0
Lane Flow Rate	175	146	74	105
Geometry Grp	7	7	7	7
Degree of Util (X)	0.243	0.19	0.112	0.156
Departure Headway (Hd)	4.98	4.701	5.475	5.331
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	723	764	655	674
Service Time	2.702	2.423	3.202	3.059
HCM Lane V/C Ratio	0.242	0.191	0.113	0.156
HCM Control Delay	9.3	8.5	8.9	9
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.9	0.7	0.4	0.6



Davis Highway/MLK Drive Two-Way Conversion Study  
7: Haynes St & E Jordan St

03/25/2020

Intersection												
Int Delay, s/veh	0											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↑↑						↑↑				
Traffic Vol, veh/h	355	290	0	0	0	0	0	105	15	0	0	0
Future Vol, veh/h	355	290	0	0	0	0	0	105	15	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	0	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	16979	-	-	0	-	-	16979	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	0	0	0	0	0	0	1	1	1	0	0	0
Mvmt Flow	374	305	0	0	0	0	0	111	16	0	0	0

Major/Minor	Major1			Minor1		
Conflicting Flow All	0	0	-	-	1053	153
Stage 1	-	-	-	-	1053	-
Stage 2	-	-	-	-	0	-
Critical Hdwy	4.1	-	-	-	6.52	6.92
Critical Hdwy Stg 1	-	-	-	-	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	2.2	-	-	-	4.01	3.31
Pot Cap-1 Maneuver	-	-	0	0	226	869
Stage 1	-	-	0	0	303	-
Stage 2	-	-	0	0	-	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	-	-	0	869
Mov Cap-2 Maneuver	-	-	-	-	0	-
Stage 1	-	-	-	-	0	-
Stage 2	-	-	-	-	0	-

Approach	EB	NB
HCM Control Delay, s		
HCM LOS		-

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT
Capacity (veh/h)	-	869	-	-
HCM Lane V/C Ratio	-	0.082	-	-
HCM Control Delay (s)	-	9.5	-	-
HCM Lane LOS	-	A	-	-
HCM 95th %tile Q(veh)	-	0.3	-	-

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HCM 6th Edition methodology does not support clustered intersections.

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HCM 6th Edition methodology does not support clustered intersections.

Davis Highway/MLK Drive Two-Way Conversion Study  
10: Martin Luther King Jr Dr & E Cross St

03/25/2020

Intersection

Int Delay, s/veh 4.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↱			↰						↰↱	
Traffic Vol, veh/h	0	75	30	5	50	0	0	0	0	20	175	35
Future Vol, veh/h	0	75	30	5	50	0	0	0	0	20	175	35
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	16974	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	1	1	1	0	0	0	0	0	0	3	3	3
Mvmt Flow	0	79	32	5	53	0	0	0	0	21	184	37

Major/Minor	Minor2	Minor1	Major2
Conflicting Flow All	- 245	111 174 263	- 0 0 0
Stage 1	- 245	- 0 0	- - -
Stage 2	- 0	- 174 263	- - -
Critical Hdwy	- 6.52	6.92 7.5 6.5	- 4.16 - -
Critical Hdwy Stg 1	- 5.52	- - -	- - -
Critical Hdwy Stg 2	- -	- 6.5 5.5	- - -
Follow-up Hdwy	- 4.01	3.31 3.5 4	- 2.23 - -
Pot Cap-1 Maneuver	0 658	924 778 646	0 - - -
Stage 1	0 705	- - -	0 - - -
Stage 2	0 -	- 817 694	0 - - -
Platoon blocked, %	-	-	- - -
Mov Cap-1 Maneuver	- 658	924 682 646	- - - -
Mov Cap-2 Maneuver	- 658	- 682 646	- - - -
Stage 1	- 705	- - -	- - - -
Stage 2	- -	- 701 694	- - - -

Approach	EB	WB	SB
HCM Control Delay, s	10.9	11.1	
HCM LOS	B	B	

Minor Lane/Major Mvmt	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	717 649	-	-	-
HCM Lane V/C Ratio	0.154 0.089	-	-	-
HCM Control Delay (s)	10.9 11.1	-	-	-
HCM Lane LOS	B B	-	-	-
HCM 95th %tile Q(veh)	0.5 0.3	-	-	-

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HCM 6th Edition cannot analyze u-turn movements.

Davis Highway/MLK Drive Two-Way Conversion Study  
12: Martin Luther King Jr Dr & Hart Dr

03/25/2020




Intersection												
Int Delay, s/veh	0.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↰			↱						↰↱	
Traffic Vol, veh/h	0	5	5	10	3	0	0	0	0	10	295	5
Future Vol, veh/h	0	5	5	10	3	0	0	0	0	10	295	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	16974	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	0	50	50	0	0	0	0	0	0	4	4	4
Mvmt Flow	0	5	5	11	3	0	0	0	0	11	311	5
Major/Minor	Minor2		Minor1				Major2					
Conflicting Flow All	-	336	158	180	338	-				0	0	0
Stage 1	-	336	-	0	0	-				-	-	-
Stage 2	-	0	-	180	338	-				-	-	-
Critical Hdwy	-	7.5	7.9	7.5	6.5	-				4.18	-	-
Critical Hdwy Stg 1	-	6.5	-	-	-	-				-	-	-
Critical Hdwy Stg 2	-	-	-	6.5	5.5	-				-	-	-
Follow-up Hdwy	-	4.5	3.8	3.5	4	-				2.24	-	-
Pot Cap-1 Maneuver	0	487	727	771	586	0				-	-	-
Stage 1	0	534	-	-	-	0				-	-	-
Stage 2	0	-	-	810	644	0				-	-	-
Platoon blocked, %											-	-
Mov Cap-1 Maneuver	-	487	727	759	586	-				-	-	-
Mov Cap-2 Maneuver	-	487	-	759	586	-				-	-	-
Stage 1	-	534	-	-	-	-				-	-	-
Stage 2	-	-	-	796	644	-				-	-	-
Approach	EB		WB				SB					
HCM Control Delay, s	11.3		10.2									
HCM LOS	B		B									
Minor Lane/Major Mvmt	EBLn1WBLn1		SBL	SBT	SBR							
Capacity (veh/h)	583 711		-	-	-							
HCM Lane V/C Ratio	0.018 0.019		-	-	-							
HCM Control Delay (s)	11.3 10.2		-	-	-							
HCM Lane LOS	B B		-	-	-							
HCM 95th %tile Q(veh)	0.1 0.1		-	-	-							

Davis Highway/MLK Drive Two-Way Conversion Study  
13: E Wright Street & N Davis Hwy

03/25/2020

Intersection

Int Delay, s/veh 1.1

Movement	EBU	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	10	350	130	60	10	0	0
Future Vol, veh/h	10	350	130	60	10	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Stop	Stop	Free	Free
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-	-
Veh in Median Storage, #	-	-	0	0	-	16965	-
Grade, %	-	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95
Heavy Vehicles, %	1	1	1	0	0	0	0
Mvmt Flow	11	368	137	63	11	0	0


















Major/Minor	Major1	Minor2		
Conflicting Flow All	-	0	0	895 11
Stage 1	-	-	-	0 -
Stage 2	-	-	-	895 -
Critical Hdwy	-	4.11	-	6.5 6.2
Critical Hdwy Stg 1	-	-	-	- -
Critical Hdwy Stg 2	-	-	-	5.5 -
Follow-up Hdwy	-	2.209	-	4 3.3
Pot Cap-1 Maneuver	-	-	-	282 1076
Stage 1	-	-	-	- -
Stage 2	-	-	-	362 -
Platoon blocked, %			-	
Mov Cap-1 Maneuver	-	-	-	0 1076
Mov Cap-2 Maneuver	-	-	-	0 -
Stage 1	-	-	-	0 -
Stage 2	-	-	-	0 -

Approach	EB	WB
HCM Control Delay, s		8.6
HCM LOS		A

Minor Lane/Major Mvmt	EBL	EBTWBLn1
Capacity (veh/h)	-	- 1076
HCM Lane V/C Ratio	-	- 0.068
HCM Control Delay (s)	-	- 8.6
HCM Lane LOS	-	- A
HCM 95th %tile Q(veh)	-	- 0.2

Davis Highway/MLK Drive Two-Way Conversion Study  
14: N Davis Hwy & E Cervantes St

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	95	1170	0	0	1030	25	85	80	250	0	0	0
Future Volume (veh/h)	95	1170	0	0	1030	25	85	80	250	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach	No			No			No					
Adj Sat Flow, veh/h/ln	1900	1900	0	0	1885	1885	1885	1885	1885			
Adj Flow Rate, veh/h	100	1232	0	0	1084	26	89	84	263			
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95			
Percent Heavy Veh, %	0	0	0	0	1	1	1	1	1			
Cap, veh/h	454	3097	0	0	2844	68	112	118	102			
Arrive On Green	0.02	0.86	0.00	0.00	0.80	0.80	0.06	0.06	0.06			
Sat Flow, veh/h	1810	3705	0	0	3669	86	1751	1837	1598			
Grp Volume(v), veh/h	100	1232	0	0	543	567	91	82	263			
Grp Sat Flow(s),veh/h/ln	1810	1805	0	0	1791	1870	1798	1791	1598			
Q Serve(g_s), s	1.6	11.8	0.0	0.0	14.2	14.2	8.0	7.2	10.3			
Cycle Q Clear(g_c), s	1.6	11.8	0.0	0.0	14.2	14.2	8.0	7.2	10.3			
Prop In Lane	1.00		0.00	0.00		0.05	0.97		1.00			
Lane Grp Cap(c), veh/h	454	3097	0	0	1425	1488	115	115	102			
V/C Ratio(X)	0.22	0.40	0.00	0.00	0.38	0.38	0.79	0.71	2.57			
Avail Cap(c_a), veh/h	579	3097	0	0	1425	1488	281	280	250			
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Upstream Filter(I)	0.80	0.80	0.00	0.00	1.00	1.00	1.00	1.00	1.00			
Uniform Delay (d), s/veh	3.4	2.5	0.0	0.0	4.8	4.8	73.8	73.4	74.9			
Incr Delay (d2), s/veh	0.1	0.1	0.0	0.0	0.8	0.7	11.5	7.9	733.6			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(50%),veh/ln	0.5	3.1	0.0	0.0	5.0	5.2	4.1	3.5	25.1			
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	3.5	2.6	0.0	0.0	5.6	5.5	85.3	81.3	808.4			
LnGrp LOS	A	A	A	A	A	A	F	F	F			
Approach Vol, veh/h	1332			1110			436					
Approach Delay, s/veh	2.7			5.6			520.8					
Approach LOS	A			A			F					
Timer - Assigned Phs	1	2		4		6						
Phs Duration (G+Y+Rc), s	10.0	133.8		16.3		143.7						
Change Period (Y+Rc), s	6.0	6.5		6.0		6.5						
Max Green Setting (Gmax), s	15.0	101.5		25.0		122.5						
Max Q Clear Time (g_c+I1), s	3.6	16.2		10.0		13.8						
Green Ext Time (p_c), s	0.1	23.1		0.2		31.5						
<b>Intersection Summary</b>												
HCM 6th Ctrl Delay				82.3								
HCM 6th LOS				F								



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HCM 6th Edition methodology does not support Non-NEMA phasing.

Davis Highway/MLK Drive Two-Way Conversion Study  
16: N Davis Hwy & E Jordan St

03/25/2020

Intersection

Intersection Delay, s/veh 9.1

Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕↕						↕↕				
Traffic Vol, veh/h	65	205	0	0	0	0	0	195	10	0	0	0
Future Vol, veh/h	65	205	0	0	0	0	0	195	10	0	0	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	2	2	2
Mvmt Flow	68	216	0	0	0	0	0	205	11	0	0	0
Number of Lanes	0	2	0	0	0	0	0	2	0	0	0	0

Approach	EB	NB
Opposing Approach		
Opposing Lanes	0	0
Conflicting Approach Left		EB
Conflicting Lanes Left	0	2
Conflicting Approach Right	NB	
Conflicting Lanes Right	2	0
HCM Control Delay	9.2	8.9
HCM LOS	A	A

Lane	NBLn1	NBLn2	EBLn1	EBLn2
Vol Left, %	0%	0%	49%	0%
Vol Thru, %	100%	87%	51%	100%
Vol Right, %	0%	13%	0%	0%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	130	75	133	137
LT Vol	0	0	65	0
Through Vol	130	65	68	137
RT Vol	0	10	0	0
Lane Flow Rate	137	79	140	144
Geometry Grp	7	7	7	7
Degree of Util (X)	0.198	0.112	0.207	0.202
Departure Headway (Hd)	5.221	5.127	5.298	5.053
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	688	699	678	711
Service Time	2.948	2.855	3.023	2.778
HCM Lane V/C Ratio	0.199	0.113	0.206	0.203
HCM Control Delay	9.2	8.5	9.4	9.1
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.7	0.4	0.8	0.8

Davis Highway/MLK Drive Two-Way Conversion Study  
17: N Davis Hwy & E Maxwell Street

03/25/2020

Intersection												
Int Delay, s/veh	0											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations					↑↑	↑		↑↑				
Traffic Vol, veh/h	0	0	0	0	165	20	30	230	0	0	0	0
Future Vol, veh/h	0	0	0	0	165	20	30	230	0	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	0	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	16965	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	0	0	0	1	1	1	3	3	3	0	0	0
Mvmt Flow	0	0	0	0	174	21	32	242	0	0	0	0

Major/Minor	Minor1			Major1		
Conflicting Flow All	-	306	121	0	0	-
Stage 1	-	306	-	-	-	-
Stage 2	-	0	-	-	-	-
Critical Hdwy	-	6.52	6.92	4.16	-	-
Critical Hdwy Stg 1	-	5.52	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	4.01	3.31	2.23	-	-
Pot Cap-1 Maneuver	0	609	911	-	-	0
Stage 1	0	663	-	-	-	0
Stage 2	0	-	-	-	-	0
Platoon blocked, %					-	
Mov Cap-1 Maneuver	-	0	911	-	-	-
Mov Cap-2 Maneuver	-	0	-	-	-	-
Stage 1	-	0	-	-	-	-
Stage 2	-	0	-	-	-	-

Approach	WB	NB
HCM Control Delay, s		
HCM LOS	-	

Minor Lane/Major Mvmt	NBL	NBTWBLn1WBLn2WBLn3
Capacity (veh/h)	-	-
HCM Lane V/C Ratio	-	-
HCM Control Delay (s)	-	-
HCM Lane LOS	-	-
HCM 95th %tile Q(veh)	-	-

Davis Highway/MLK Drive Two-Way Conversion Study  
18: N Davis Hwy & E Cross St

03/25/2020

Intersection

Int Delay, s/veh 4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔				
Traffic Vol, veh/h	35	60	0	0	40	10	15	245	5	0	0	0
Future Vol, veh/h	35	60	0	0	40	10	15	245	5	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	16965	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	0	0	0	0	0	0	2	2	2	0	0	0
Mvmt Flow	37	63	0	0	42	11	16	258	5	0	0	0

Major/Minor	Minor2		Minor1		Major1					
Conflicting Flow All	182	295	-	-	293	132	0	0	0	
Stage 1	0	0	-	-	293	-	-	-	-	
Stage 2	182	295	-	-	0	-	-	-	-	
Critical Hdwy	7.5	6.5	-	-	6.5	6.9	4.14	-	-	
Critical Hdwy Stg 1	-	-	-	-	5.5	-	-	-	-	
Critical Hdwy Stg 2	6.5	5.5	-	-	-	-	-	-	-	
Follow-up Hdwy	3.5	4	-	-	4	3.3	2.22	-	-	
Pot Cap-1 Maneuver	768	620	0	0	621	899	-	-	-	
Stage 1	-	-	0	0	674	-	-	-	-	
Stage 2	808	673	0	0	-	-	-	-	-	
Platoon blocked, %								-	-	
Mov Cap-1 Maneuver	720	620	-	-	621	899	-	-	-	
Mov Cap-2 Maneuver	720	620	-	-	621	-	-	-	-	
Stage 1	-	-	-	-	674	-	-	-	-	
Stage 2	749	673	-	-	-	-	-	-	-	

Approach	EB	WB	NB
HCM Control Delay, s	11.5	10.9	
HCM LOS	B	B	

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1
Capacity (veh/h)	-	-	-	653 662
HCM Lane V/C Ratio	-	-	-	0.153 0.08
HCM Control Delay (s)	-	-	-	11.5 10.9
HCM Lane LOS	-	-	-	B B
HCM 95th %tile Q(veh)	-	-	-	0.5 0.3

Davis Highway/MLK Drive Two-Way Conversion Study  
19: N Davis Hwy & E Texar Dr

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	220	415	0	0	250	90	55	235	45	0	0	0
Future Volume (veh/h)	220	415	0	0	250	90	55	235	45	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach		No			No			No				
Adj Sat Flow, veh/h/ln	1885	1885	0	0	1856	1856	1900	1870	1900			
Adj Flow Rate, veh/h	232	437	0	0	263	95	58	247	47			
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95			
Percent Heavy Veh, %	1	1	0	0	3	3	0	2	0			
Cap, veh/h	900	3075	0	0	1958	690	26	117	23			
Arrive On Green	0.05	0.86	0.00	0.00	0.77	0.77	0.05	0.05	0.05			
Sat Flow, veh/h	1795	3676	0	0	2648	901	574	2543	504			
Grp Volume(v), veh/h	232	437	0	0	179	179	186	0	166			
Grp Sat Flow(s),veh/h/ln	1795	1791	0	0	1763	1693	1842	0	1780			
Q Serve(g_s), s	3.3	2.6	0.0	0.0	3.4	3.6	6.0	0.0	6.0			
Cycle Q Clear(g_c), s	3.3	2.6	0.0	0.0	3.4	3.6	6.0	0.0	6.0			
Prop In Lane	1.00		0.00	0.00		0.53	0.31		0.28			
Lane Grp Cap(c), veh/h	900	3075	0	0	1351	1297	85	0	82			
V/C Ratio(X)	0.26	0.14	0.00	0.00	0.13	0.14	2.19	0.00	2.02			
Avail Cap(c_a), veh/h	1149	3075	0	0	1351	1297	476	0	460			
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Upstream Filter(I)	0.97	0.97	0.00	0.00	1.00	1.00	1.00	0.00	1.00			
Uniform Delay (d), s/veh	2.4	1.5	0.0	0.0	4.0	4.0	62.0	0.0	62.0			
Incr Delay (d2), s/veh	0.1	0.0	0.0	0.0	0.2	0.2	543.5	0.0	468.1			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(50%),veh/ln	0.8	0.4	0.0	0.0	1.1	1.1	15.6	0.0	13.4			
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	2.5	1.5	0.0	0.0	4.2	4.2	605.5	0.0	530.1			
LnGrp LOS	A	A	A	A	A	A	F	A	F			
Approach Vol, veh/h		669			358			352				
Approach Delay, s/veh		1.9			4.2			570.0				
Approach LOS		A			A			F				
Timer - Assigned Phs	1	2		4		6						
Phs Duration (G+Y+Rc), s	12.0	105.6		12.4		117.6						
Change Period (Y+Rc), s	6.0	6.0		6.4		6.0						
Max Green Setting (Gmax), s	24.0	54.0		33.6		84.0						
Max Q Clear Time (g_c+I1), s	5.3	5.6		2.0		4.6						
Green Ext Time (p_c), s	0.6	3.2		2.1		4.4						
<b>Intersection Summary</b>												
HCM 6th Ctrl Delay			147.5									
HCM 6th LOS			F									

Davis Highway/MLK Drive Two-Way Conversion Study  
20: N Davis Hwy & Hart Dr

03/25/2020

Intersection

Int Delay, s/veh 0.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔				
Traffic Vol, veh/h	5	10	0	0	10	5	3	565	10	0	0	0
Future Vol, veh/h	5	10	0	0	10	5	3	565	10	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	16965	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	0	0	0	0	0	0	1	1	1	0	0	0
Mvmt Flow	5	11	0	0	11	5	3	595	11	0	0	0

Major/Minor	Minor2		Minor1		Major1					
Conflicting Flow All	309	612	-	-	607	303	0	0	0	
Stage 1	0	0	-	-	607	-	-	-	-	
Stage 2	309	612	-	-	0	-	-	-	-	
Critical Hdwy	7.5	6.5	-	-	6.5	6.9	4.12	-	-	
Critical Hdwy Stg 1	-	-	-	-	5.5	-	-	-	-	
Critical Hdwy Stg 2	6.5	5.5	-	-	-	-	-	-	-	
Follow-up Hdwy	3.5	4	-	-	4	3.3	2.21	-	-	
Pot Cap-1 Maneuver	626	411	0	0	414	699	-	-	-	
Stage 1	-	-	0	0	489	-	-	-	-	
Stage 2	682	487	0	0	-	-	-	-	-	
Platoon blocked, %								-	-	
Mov Cap-1 Maneuver	609	411	-	-	414	699	-	-	-	
Mov Cap-2 Maneuver	609	411	-	-	414	-	-	-	-	
Stage 1	-	-	-	-	489	-	-	-	-	
Stage 2	662	487	-	-	-	-	-	-	-	

Approach	EB	WB	NB
HCM Control Delay, s	13.1	12.8	
HCM LOS	B	B	

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1
Capacity (veh/h)	-	-	-	461 479
HCM Lane V/C Ratio	-	-	-	0.034 0.033
HCM Control Delay (s)	-	-	-	13.1 12.8
HCM Lane LOS	-	-	-	B B
HCM 95th %tile Q(veh)	-	-	-	0.1 0.1

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HCM 6th Edition methodology expects strict NEMA phasing.

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HCM 6th Edition cannot analyze u-turn movements.



Davis Highway/MLK Drive Two-Way Conversion Study  
1: Alcaniz St & E Gregory Street

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBL	SBT
Lane Configurations					←↑↑↑			↓	↑↑↑↑			↑↑↑↑
Traffic Volume (vph)	0	0	0	165	195	20	5	60	435	0	0	160
Future Volume (vph)	0	0	0	165	195	20	5	60	435	0	0	160
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)					6.0			6.0	6.0			6.0
Lane Util. Factor					0.91			1.00	0.91			0.91
Frt					0.99			1.00	1.00			0.98
Flt Protected					0.98			0.95	1.00			1.00
Satd. Flow (prot)					4938			1805	5187			5001
Flt Permitted					0.98			0.95	1.00			1.00
Satd. Flow (perm)					4938			1805	5187			5001
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	0	0	0	174	205	21	5	63	458	0	0	168
RTOR Reduction (vph)	0	0	0	0	4	0	0	0	0	0	0	16
Lane Group Flow (vph)	0	0	0	0	396	0	0	68	458	0	0	173
Heavy Vehicles (%)	0%	0%	0%	2%	2%	2%	0%	0%	0%	0%	2%	2%
Turn Type				Perm	NA		Prot	Prot	NA			NA
Protected Phases					2		7	7	4			8
Permitted Phases				2								
Actuated Green, G (s)					69.2			7.0	23.8			10.8
Effective Green, g (s)					69.2			7.0	23.8			10.8
Actuated g/C Ratio					0.66			0.07	0.23			0.10
Clearance Time (s)					6.0			6.0	6.0			6.0
Vehicle Extension (s)					5.0			3.0	4.0			4.0
Lane Grp Cap (vph)					3254			120	1175			514
v/s Ratio Prot								0.04	c0.09			0.03
v/s Ratio Perm					0.08							
v/c Ratio					0.12			0.57	0.39			0.34
Uniform Delay, d1					6.6			47.5	34.4			43.8
Progression Factor					1.00			1.00	1.00			1.00
Incremental Delay, d2					0.1			6.0	0.3			0.5
Delay (s)					6.7			53.5	34.7			44.3
Level of Service					A			D	C			D
Approach Delay (s)		0.0			6.7				37.2			44.3
Approach LOS		A			A				D			D
<b>Intersection Summary</b>												
HCM 2000 Control Delay			27.4									
HCM 2000 Volume to Capacity ratio			0.20									
Actuated Cycle Length (s)			105.0									
Intersection Capacity Utilization			33.3%									
Analysis Period (min)			15									
c Critical Lane Group												

Davis Highway/MLK Drive Two-Way Conversion Study  
1: Alcaniz St & E Gregory Street

03/25/2020

Movement	SBR
Lane Configurations	
Traffic Volume (vph)	20
Future Volume (vph)	20
Ideal Flow (vphpl)	1900
Total Lost time (s)	
Lane Util. Factor	
Flt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.95
Adj. Flow (vph)	21
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Heavy Vehicles (%)	2%
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	

Intersection has too many lanes per leg.

HCM All-Way analysis is limited to two lanes per leg.

Channelized right turn lanes are not counted.

Davis Highway/MLK Drive Two-Way Conversion Study  
3: Alcaniz St/Martin Luther King Jr Dr & E Cervantes St

03/25/2020





















Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑		↑	↑↑						↑↑	↑
Traffic Volume (vph)	0	1210	60	85	1030	0	0	0	0	55	45	85
Future Volume (vph)	0	1210	60	85	1030	0	0	0	0	55	45	85
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0		6.0	6.0						6.0	6.0
Lane Util. Factor		0.95		1.00	0.95						0.95	1.00
Frt		0.99		1.00	1.00						1.00	0.85
Flt Protected		1.00		0.95	1.00						0.97	1.00
Satd. Flow (prot)		3549		1787	3574						3411	1568
Flt Permitted		1.00		0.14	1.00						0.97	1.00
Satd. Flow (perm)		3549		265	3574						3411	1568
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	0	1274	63	89	1084	0	0	0	0	58	47	89
RTOR Reduction (vph)	0	2	0	0	0	0	0	0	0	0	0	73
Lane Group Flow (vph)	0	1335	0	89	1084	0	0	0	0	0	105	16
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	0%	0%	0%	3%	3%	3%
Turn Type		NA		pm+pt	NA					Perm	NA	Perm
Protected Phases		2		1	6						4	
Permitted Phases				6						4		4
Actuated Green, G (s)		105.9		119.0	119.0						29.0	29.0
Effective Green, g (s)		105.9		119.0	119.0						29.0	29.0
Actuated g/C Ratio		0.66		0.74	0.74						0.18	0.18
Clearance Time (s)		6.0		6.0	6.0						6.0	6.0
Vehicle Extension (s)		5.0		2.5	5.0						2.5	2.5
Lane Grp Cap (vph)		2348		264	2658						618	284
v/s Ratio Prot		c0.38		0.01	c0.30							
v/s Ratio Perm				0.23							0.03	0.01
v/c Ratio		0.57		0.34	0.41						0.17	0.06
Uniform Delay, d1		14.7		10.4	7.5						55.3	54.2
Progression Factor		1.10		0.39	0.67						1.00	1.00
Incremental Delay, d2		0.5		0.5	0.4						0.6	0.4
Delay (s)		16.7		4.5	5.5						55.9	54.6
Level of Service		B		A	A						E	D
Approach Delay (s)		16.7			5.4			0.0			55.3	
Approach LOS		B			A			A			E	

Intersection Summary

HCM 2000 Control Delay	14.6	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.49		
Actuated Cycle Length (s)	160.0	Sum of lost time (s)	18.0
Intersection Capacity Utilization	59.2%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			


















Davis Highway/MLK Drive Two-Way Conversion Study  
4: Haynes St/I-110 NB On Ramp & E Cervantes St

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	430	1230	0	0	850	265	15	85	40	0	0	0
Future Volume (vph)	430	1230	0	0	850	265	15	85	40	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0			6.0		6.0	6.0	6.0			
Lane Util. Factor	1.00	0.95			0.95		1.00	1.00	1.00			
Frt	1.00	1.00			0.96		1.00	1.00	0.85			
Flt Protected	0.95	1.00			1.00		0.95	1.00	1.00			
Satd. Flow (prot)	1787	3574			3447		1770	1863	1583			
Flt Permitted	0.16	1.00			1.00		0.95	1.00	1.00			
Satd. Flow (perm)	298	3574			3447		1770	1863	1583			
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	453	1295	0	0	895	279	16	89	42	0	0	0
RTOR Reduction (vph)	0	0	0	0	14	0	0	0	39	0	0	0
Lane Group Flow (vph)	453	1295	0	0	1160	0	16	89	3	0	0	0
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	2%	2%	2%	0%	0%	0%
Turn Type	pm+pt	NA			NA		Perm	NA	Perm			
Protected Phases	1	6			2			4				
Permitted Phases	6						4		4			
Actuated Green, G (s)	135.5	135.5			94.2		12.5	12.5	12.5			
Effective Green, g (s)	135.5	135.5			94.2		12.5	12.5	12.5			
Actuated g/C Ratio	0.85	0.85			0.59		0.08	0.08	0.08			
Clearance Time (s)	6.0	6.0			6.0		6.0	6.0	6.0			
Vehicle Extension (s)	2.5	5.0			5.0		2.5	2.5	2.5			
Lane Grp Cap (vph)	580	3026			2029		138	145	123			
v/s Ratio Prot	c0.17	0.36			0.34			c0.05				
v/s Ratio Perm	c0.49						0.01		0.00			
v/c Ratio	0.78	0.43			0.57		0.12	0.61	0.03			
Uniform Delay, d1	28.7	2.9			20.4		68.6	71.4	68.1			
Progression Factor	1.00	1.00			0.71		1.00	1.00	1.00			
Incremental Delay, d2	6.5	0.2			1.1		0.3	6.4	0.1			
Delay (s)	35.2	3.1			15.7		68.9	77.8	68.2			
Level of Service	D	A			B		E	E	E			
Approach Delay (s)		11.4			15.7			74.1			0.0	
Approach LOS		B			B			E			A	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			16.1				HCM 2000 Level of Service			B		
HCM 2000 Volume to Capacity ratio			0.78									
Actuated Cycle Length (s)			160.0				Sum of lost time (s)			18.0		
Intersection Capacity Utilization			75.3%				ICU Level of Service			D		
Analysis Period (min)			15									
c Critical Lane Group												















Davis Highway/MLK Drive Two-Way Conversion Study  
5: Martin Luther King Jr Dr & E Blount St

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	190	20	5	95	0	0	0	0	10	160	20
Future Volume (vph)	0	190	20	5	95	0	0	0	0	10	160	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0		6.0	6.0						6.0	
Lane Util. Factor		1.00		1.00	1.00						0.95	
Frt		0.99		1.00	1.00						0.98	
Flt Protected		1.00		0.95	1.00						1.00	
Satd. Flow (prot)		1876		1805	1900						3440	
Flt Permitted		1.00		0.62	1.00						1.00	
Satd. Flow (perm)		1876		1178	1900						3440	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	0	200	21	5	100	0	0	0	0	11	168	21
RTOR Reduction (vph)	0	8	0	0	0	0	0	0	0	0	10	0
Lane Group Flow (vph)	0	213	0	5	100	0	0	0	0	0	190	0
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	0%	0%	0%	3%	3%	3%
Turn Type		NA		Perm	NA					Perm	NA	
Protected Phases		4			4						2	
Permitted Phases				4						2		
Actuated Green, G (s)		12.3		12.3	12.3						26.8	
Effective Green, g (s)		12.3		12.3	12.3						26.8	
Actuated g/C Ratio		0.24		0.24	0.24						0.52	
Clearance Time (s)		6.0		6.0	6.0						6.0	
Vehicle Extension (s)		4.0		4.0	4.0						4.0	
Lane Grp Cap (vph)		451		283	457						1804	
v/s Ratio Prot		0.11			0.05							
v/s Ratio Perm				0.00							0.06	
v/c Ratio		0.47		0.02	0.22						0.11	
Uniform Delay, d1		16.6		14.8	15.5						6.1	
Progression Factor		1.00		1.00	1.00						1.00	
Incremental Delay, d2		1.1		0.0	0.3						0.1	
Delay (s)		17.7		14.8	15.9						6.2	
Level of Service		B		B	B						A	
Approach Delay (s)		17.7			15.8			0.0			6.2	
Approach LOS		B			B			A			A	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			13.0			HCM 2000 Level of Service				B		
HCM 2000 Volume to Capacity ratio			0.22									
Actuated Cycle Length (s)			51.1			Sum of lost time (s)			12.0			
Intersection Capacity Utilization			42.1%			ICU Level of Service			A			
Analysis Period (min)			15									
c Critical Lane Group												

Davis Highway/MLK Drive Two-Way Conversion Study  
6: Martin Luther King Jr Dr & E Jordan St

03/25/2020

													
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Sign Control		Stop			Stop			Stop			Stop		
Traffic Volume (vph)	0	250	55	0	0	0	0	0	0	20	150	0	
Future Volume (vph)	0	250	55	0	0	0	0	0	0	20	150	0	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	
Hourly flow rate (vph)	0	263	58	0	0	0	0	0	0	21	158	0	
Direction, Lane #	EB 1	EB 2	SB 1	SB 2									
Volume Total (vph)	175	146	74	105									
Volume Left (vph)	0	0	21	0									
Volume Right (vph)	0	58	0	0									
Hadj (s)	0.00	-0.28	0.21	0.07									
Departure Headway (s)	5.0	4.7	5.5	5.3									
Degree Utilization, x	0.24	0.19	0.11	0.16									
Capacity (veh/h)	694	740	627	643									
Control Delay (s)	8.4	7.6	8.0	8.1									
Approach Delay (s)	8.0		8.1										
Approach LOS	A		A										
Intersection Summary													
Delay			8.0										
Level of Service			A										
Intersection Capacity Utilization			20.1%		ICU Level of Service					A			
Analysis Period (min)			15										

Intersection Sign configuration not allowed in HCM analysis.













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# Davis Highway/MLK Drive Two-Way Conversion Study

## 8: Haynes St/I-110 NB & E Maxwell Street

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations					↑↑	↑	↑	↑				
Traffic Volume (vph)	0	0	0	0	115	125	20	440	0	0	0	0
Future Volume (vph)	0	0	0	0	115	125	20	440	0	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)					12.0	12.0	6.0	6.0				
Lane Util. Factor					0.95	1.00	1.00	1.00				
Frt					1.00	0.85	1.00	1.00				
Flt Protected					1.00	1.00	0.95	1.00				
Satd. Flow (prot)					3574	1599	1805	1900				
Flt Permitted					1.00	1.00	0.95	1.00				
Satd. Flow (perm)					3574	1599	1805	1900				
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	0	0	0	0	121	132	21	463	0	0	0	0
RTOR Reduction (vph)	0	0	0	0	0	67	14	0	0	0	0	0
Lane Group Flow (vph)	0	0	0	0	121	65	7	463	0	0	0	0
Heavy Vehicles (%)	0%	0%	0%	1%	1%	1%	0%	0%	0%	0%	0%	0%
Turn Type					NA	Perm	Perm	NA				
Protected Phases					4 1			2				
Permitted Phases						4 1	2					
Actuated Green, G (s)					33.8	33.8	24.1	24.1				
Effective Green, g (s)					33.8	33.8	24.1	24.1				
Actuated g/C Ratio					0.49	0.49	0.35	0.35				
Clearance Time (s)							6.0	6.0				
Vehicle Extension (s)							4.0	4.0				
Lane Grp Cap (vph)					1766	790	635	669				
v/s Ratio Prot					0.03			c0.24				
v/s Ratio Perm						c0.04	0.00					
v/c Ratio					0.07	0.08	0.01	0.69				
Uniform Delay, d1					9.1	9.1	14.4	19.0				
Progression Factor					1.05	1.36	1.00	1.00				
Incremental Delay, d2					0.0	0.1	0.0	5.8				
Delay (s)					9.5	12.5	14.4	24.8				
Level of Service					A	B	B	C				
Approach Delay (s)		0.0			11.1			24.3			0.0	
Approach LOS		A			B			C			A	
Intersection Summary												
HCM 2000 Control Delay			19.8		HCM 2000 Level of Service						B	
HCM 2000 Volume to Capacity ratio			0.42									
Actuated Cycle Length (s)			68.4		Sum of lost time (s)						22.5	
Intersection Capacity Utilization			45.9%		ICU Level of Service						A	
Analysis Period (min)			15									
c Critical Lane Group												

Davis Highway/MLK Drive Two-Way Conversion Study  
9: Martin Luther King Jr Dr & E Maxwell Street

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations					↑↑↑						↑↑	↑
Traffic Volume (vph)	0	0	0	10	185	0	0	0	0	0	160	55
Future Volume (vph)	0	0	0	10	185	0	0	0	0	0	160	55
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)					12.0						6.0	4.5
Lane Util. Factor					0.91						0.95	1.00
Frt					1.00						1.00	0.85
Flt Protected					1.00						1.00	1.00
Satd. Flow (prot)					5173						3471	1553
Flt Permitted					1.00						1.00	1.00
Satd. Flow (perm)					5173						3471	1553
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	0	0	0	11	195	0	0	0	0	0	168	58
RTOR Reduction (vph)	0	0	0	0	91	0	0	0	0	0	0	0
Lane Group Flow (vph)	0	0	0	0	115	0	0	0	0	0	168	58
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	0%	0%	0%	4%	4%	4%
Turn Type				Perm	NA						NA	custom
Protected Phases					4						6	1
Permitted Phases				4								
Actuated Green, G (s)					11.3						39.1	10.5
Effective Green, g (s)					11.3						39.1	10.5
Actuated g/C Ratio					0.17						0.57	0.15
Clearance Time (s)					12.0						6.0	4.5
Vehicle Extension (s)					5.0						4.0	8.0
Lane Grp Cap (vph)					854						1984	238
v/s Ratio Prot											c0.05	c0.04
v/s Ratio Perm					0.02							
v/c Ratio					0.13						0.08	0.24
Uniform Delay, d1					24.4						6.6	25.5
Progression Factor					1.00						1.00	1.00
Incremental Delay, d2					0.2						0.0	2.3
Delay (s)					24.5						6.6	27.7
Level of Service					C						A	C
Approach Delay (s)		0.0			24.5			0.0			12.0	
Approach LOS		A			C			A			B	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			18.0		HCM 2000 Level of Service				B			
HCM 2000 Volume to Capacity ratio			0.14									
Actuated Cycle Length (s)			68.4		Sum of lost time (s)			22.5				
Intersection Capacity Utilization			24.4%		ICU Level of Service			A				
Analysis Period (min)			15									
c Critical Lane Group												

Davis Highway/MLK Drive Two-Way Conversion Study  
10: Martin Luther King Jr Dr & E Cross St

03/25/2020

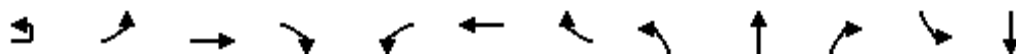


Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↩			↩						↩↩	
Traffic Volume (veh/h)	0	75	30	5	50	0	0	0	0	20	175	35
Future Volume (Veh/h)	0	75	30	5	50	0	0	0	0	20	175	35
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	0	79	32	5	53	0	0	0	0	21	184	37
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	271	244	110	206	263	0	221			0		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	271	244	110	206	263	0	221			0		
tC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1			4.2		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	100	88	97	99	92	100	100			99		
cM capacity (veh/h)	614	650	925	641	637	1091	1360			1614		
Direction, Lane #	EB 1	WB 1	SB 1	SB 2								
Volume Total	111	58	113	129								
Volume Left	0	5	21	0								
Volume Right	32	0	0	37								
cSH	711	637	1614	1700								
Volume to Capacity	0.16	0.09	0.01	0.08								
Queue Length 95th (ft)	14	7	1	0								
Control Delay (s)	11.0	11.2	1.4	0.0								
Lane LOS	B	B	A									
Approach Delay (s)	11.0	11.2	0.7									
Approach LOS	B	B										
Intersection Summary												
Average Delay			4.9									
Intersection Capacity Utilization			20.0%		ICU Level of Service					A		
Analysis Period (min)			15									

# Davis Highway/MLK Drive Two-Way Conversion Study

## 11: Martin Luther King Jr Dr & E Texar Dr

03/25/2020



Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations			↑↑		↑	↑↑						↑↑
Traffic Volume (vph)	5	0	540	50	30	275	0	0	0	0	95	155
Future Volume (vph)	5	0	540	50	30	275	0	0	0	0	95	155
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)			6.0		6.0	6.0						6.2
Lane Util. Factor			0.95		1.00	0.95						0.95
Frt			0.99		1.00	1.00						0.97
Flt Protected			1.00		0.95	1.00						0.99
Satd. Flow (prot)			3527		1719	3438						3276
Flt Permitted			0.95		0.37	1.00						0.99
Satd. Flow (perm)			3363		672	3438						3276
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	5	0	568	53	32	289	0	0	0	0	100	163
RTOR Reduction (vph)	0	0	3	0	0	0	0	0	0	0	0	26
Lane Group Flow (vph)	0	0	623	0	32	289	0	0	0	0	0	311
Heavy Vehicles (%)	1%	1%	1%	1%	5%	5%	5%	0%	0%	0%	5%	5%
Turn Type	Perm		NA		pm+pt	NA					Perm	NA
Protected Phases			6		5	2						8
Permitted Phases	6				2						8	
Actuated Green, G (s)			80.1		90.0	90.0						17.8
Effective Green, g (s)			80.1		90.0	90.0						17.8
Actuated g/C Ratio			0.67		0.75	0.75						0.15
Clearance Time (s)			6.0		6.0	6.0						6.2
Vehicle Extension (s)			4.0		3.0	3.0						4.0
Lane Grp Cap (vph)			2244		538	2578						485
v/s Ratio Prot					0.00	c0.08						
v/s Ratio Perm			c0.19		0.04							0.10
v/c Ratio			0.28		0.06	0.11						0.64
Uniform Delay, d1			8.1		4.2	4.1						48.1
Progression Factor			1.00		1.00	1.00						1.00
Incremental Delay, d2			0.3		0.0	0.0						3.2
Delay (s)			8.4		4.2	4.1						51.3
Level of Service			A		A	A						D
Approach Delay (s)			8.4			4.1			0.0			51.3
Approach LOS			A			A			A			D
<b>Intersection Summary</b>												
HCM 2000 Control Delay			18.6									
HCM 2000 Volume to Capacity ratio			0.34									
Actuated Cycle Length (s)			120.0						18.2			
Intersection Capacity Utilization			46.8%									
Analysis Period (min)			15									
c Critical Lane Group												

Movement	SBR
Lane Configurations	
Traffic Volume (vph)	70
Future Volume (vph)	70
Ideal Flow (vphpl)	1900
Total Lost time (s)	
Lane Util. Factor	
Frt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.95
Adj. Flow (vph)	74
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Heavy Vehicles (%)	5%
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	

Davis Highway/MLK Drive Two-Way Conversion Study  
12: Martin Luther King Jr Dr & Hart Dr

03/25/2020




















Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↩			↩						↩↩	
Traffic Volume (veh/h)	0	5	5	10	3	0	0	0	0	10	295	5
Future Volume (Veh/h)	0	5	5	10	3	0	0	0	0	10	295	5
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	0	5	5	11	3	0	0	0	0	11	311	5
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage veh												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	337	336	158	185	338	0	316			0		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	337	336	158	185	338	0	316			0		
tC, single (s)	7.5	7.5	7.9	7.5	6.5	6.9	4.1			4.2		
tC, 2 stage (s)												
tF (s)	3.5	4.5	3.8	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	100	99	99	99	99	100	100			99		
cM capacity (veh/h)	592	484	727	749	582	1091	1256			1607		
Direction, Lane #	EB 1	WB 1	SB 1	SB 2								
Volume Total	10	14	166	160								
Volume Left	0	11	11	0								
Volume Right	5	0	0	5								
cSH	581	706	1607	1700								
Volume to Capacity	0.02	0.02	0.01	0.09								
Queue Length 95th (ft)	1	2	1	0								
Control Delay (s)	11.3	10.2	0.5	0.0								
Lane LOS	B	B	A									
Approach Delay (s)	11.3	10.2	0.3									
Approach LOS	B	B										
Intersection Summary												
Average Delay			1.0									
Intersection Capacity Utilization			22.6%		ICU Level of Service					A		
Analysis Period (min)			15									

Intersection Sign configuration not allowed in HCM analysis.

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Davis Highway/MLK Drive Two-Way Conversion Study  
14: N Davis Hwy & E Cervantes St

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	95	1170	0	0	1030	25	85	80	250	0	0	0
Future Volume (vph)	95	1170	0	0	1030	25	85	80	250	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.5			6.5			6.0	6.0			
Lane Util. Factor	1.00	0.95			0.95			0.95	1.00			
Frt	1.00	1.00			1.00			1.00	0.85			
Flt Protected	0.95	1.00			1.00			0.97	1.00			
Satd. Flow (prot)	1805	3610			3562			3485	1599			
Flt Permitted	0.21	1.00			1.00			0.97	1.00			
Satd. Flow (perm)	404	3610			3562			3485	1599			
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	100	1232	0	0	1084	26	89	84	263	0	0	0
RTOR Reduction (vph)	0	0	0	0	1	0	0	0	115	0	0	0
Lane Group Flow (vph)	100	1232	0	0	1109	0	0	173	148	0	0	0
Heavy Vehicles (%)	0%	0%	0%	1%	1%	1%	1%	1%	1%	0%	0%	0%
Turn Type	pm+pt	NA			NA		Perm	NA	Perm			
Protected Phases	1	6			2			4				
Permitted Phases	6						4		4			
Actuated Green, G (s)	128.5	128.5			115.6			19.0	19.0			
Effective Green, g (s)	128.5	128.5			115.6			19.0	19.0			
Actuated g/C Ratio	0.80	0.80			0.72			0.12	0.12			
Clearance Time (s)	6.0	6.5			6.5			6.0	6.0			
Vehicle Extension (s)	2.5	5.0			5.0			3.0	3.0			
Lane Grp Cap (vph)	384	2899			2573			413	189			
v/s Ratio Prot	0.01	c0.34			0.31							
v/s Ratio Perm	0.20							0.05	c0.09			
v/c Ratio	0.26	0.42			0.43			0.42	0.79			
Uniform Delay, d1	5.0	4.7			8.9			65.4	68.5			
Progression Factor	0.83	0.89			1.00			1.00	1.00			
Incremental Delay, d2	0.2	0.2			0.5			0.7	19.0			
Delay (s)	4.4	4.3			9.5			66.1	87.5			
Level of Service	A	A			A			E	F			
Approach Delay (s)		4.4			9.5			79.0			0.0	
Approach LOS		A			A			E			A	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			17.6		HCM 2000 Level of Service				B			
HCM 2000 Volume to Capacity ratio			0.49									
Actuated Cycle Length (s)			160.0		Sum of lost time (s)				18.5			
Intersection Capacity Utilization			59.2%		ICU Level of Service				B			
Analysis Period (min)			15									
c Critical Lane Group												



Davis Highway/MLK Drive Two-Way Conversion Study  
15: N Davis Hwy & E Blount St















03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	20	180	0	0	90	10	10	165	20	0	0	0
Future Volume (vph)	20	180	0	0	90	10	10	165	20	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	7.5	7.5			7.5			7.5				
Lane Util. Factor	1.00	1.00			1.00			0.95				
Frt	1.00	1.00			0.99			0.98				
Flt Protected	0.95	1.00			1.00			1.00				
Satd. Flow (prot)	1787	1881			1855			3476				
Flt Permitted	0.69	1.00			1.00			1.00				
Satd. Flow (perm)	1295	1881			1855			3476				
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	21	189	0	0	95	11	11	174	21	0	0	0
RTOR Reduction (vph)	0	0	0	0	8	0	0	17	0	0	0	0
Lane Group Flow (vph)	21	189	0	0	98	0	0	189	0	0	0	0
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	2%	2%	2%	0%	0%	0%
Turn Type	Perm	NA			NA		Perm	NA				
Protected Phases		4			4			2				
Permitted Phases	4						2					
Actuated Green, G (s)	8.2	8.2			8.2			6.3				
Effective Green, g (s)	8.2	8.2			8.2			6.3				
Actuated g/C Ratio	0.28	0.28			0.28			0.21				
Clearance Time (s)	7.5	7.5			7.5			7.5				
Vehicle Extension (s)	4.0	4.0			4.0			4.0				
Lane Grp Cap (vph)	359	522			515			742				
v/s Ratio Prot		c0.10			0.05							
v/s Ratio Perm	0.02							0.05				
v/c Ratio	0.06	0.36			0.19			0.26				
Uniform Delay, d1	7.8	8.6			8.1			9.6				
Progression Factor	1.00	1.00			1.00			1.00				
Incremental Delay, d2	0.1	0.6			0.2			0.2				
Delay (s)	7.9	9.1			8.4			9.9				
Level of Service	A	A			A			A				
Approach Delay (s)		9.0			8.4			9.9			0.0	
Approach LOS		A			A			A			A	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			9.2									
HCM 2000 Volume to Capacity ratio			0.32									
Actuated Cycle Length (s)			29.5						15.0			
Intersection Capacity Utilization			42.1%									
Analysis Period (min)			15									
c Critical Lane Group												

Davis Highway/MLK Drive Two-Way Conversion Study  
16: N Davis Hwy & E Jordan St

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Traffic Volume (vph)	65	205	0	0	0	0	0	195	10	0	0	0
Future Volume (vph)	65	205	0	0	0	0	0	195	10	0	0	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	68	216	0	0	0	0	0	205	11	0	0	0
Direction, Lane #	EB 1	EB 2	NB 1	NB 2								
Volume Total (vph)	140	144	137	79								
Volume Left (vph)	68	0	0	0								
Volume Right (vph)	0	0	0	11								
Hadj (s)	0.24	0.00	0.00	-0.10								
Departure Headway (s)	5.3	5.1	5.2	5.1								
Degree Utilization, x	0.21	0.20	0.20	0.11								
Capacity (veh/h)	651	687	661	670								
Control Delay (s)	8.5	8.1	8.3	7.6								
Approach Delay (s)	8.3		8.0									
Approach LOS	A		A									
Intersection Summary												
Delay			8.2									
Level of Service			A									
Intersection Capacity Utilization			19.9%		ICU Level of Service				A			
Analysis Period (min)			15									

Intersection Sign configuration not allowed in HCM analysis.

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Davis Highway/MLK Drive Two-Way Conversion Study  
18: N Davis Hwy & E Cross St

















03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↰			↱			↰↱				
Traffic Volume (veh/h)	35	60	0	0	40	10	15	245	5	0	0	0
Future Volume (Veh/h)	35	60	0	0	40	10	15	245	5	0	0	0
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	37	63	0	0	42	11	16	258	5	0	0	0
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage (veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	193	295	0	324	292	132	0			263		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	193	295	0	324	292	132	0			263		
tC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	95	90	100	100	93	99	99			100		
cM capacity (veh/h)	701	614	1091	558	616	900	1622			1313		
Direction, Lane #	EB 1	WB 1	NB 1	NB 2								
Volume Total	100	53	145	134								
Volume Left	37	0	16	0								
Volume Right	0	11	0	5								
cSH	643	659	1622	1700								
Volume to Capacity	0.16	0.08	0.01	0.08								
Queue Length 95th (ft)	14	7	1	0								
Control Delay (s)	11.6	10.9	0.9	0.0								
Lane LOS	B	B	A									
Approach Delay (s)	11.6	10.9	0.5									
Approach LOS	B	B										
Intersection Summary												
Average Delay			4.3									
Intersection Capacity Utilization			25.8%			ICU Level of Service			A			
Analysis Period (min)			15									

Davis Highway/MLK Drive Two-Way Conversion Study  
19: N Davis Hwy & E Texar Dr

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	220	415	0	0	250	90	55	235	45	0	0	0
Future Volume (vph)	220	415	0	0	250	90	55	235	45	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0			6.0			6.4				
Lane Util. Factor	1.00	0.95			0.95			0.95				
Frt	1.00	1.00			0.96			0.98				
Flt Protected	0.95	1.00			1.00			0.99				
Satd. Flow (prot)	1787	3574			3365			3440				
Flt Permitted	0.50	1.00			1.00			0.99				
Satd. Flow (perm)	944	3574			3365			3440				
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	232	437	0	0	263	95	58	247	47	0	0	0
RTOR Reduction (vph)	0	0	0	0	17	0	0	11	0	0	0	0
Lane Group Flow (vph)	232	437	0	0	341	0	0	341	0	0	0	0
Heavy Vehicles (%)	1%	1%	1%	3%	3%	3%	2%	2%	2%	0%	0%	0%
Turn Type	pm+pt	NA			NA		Perm	NA				
Protected Phases	1	6			2			4				
Permitted Phases	6						4					
Actuated Green, G (s)	99.4	99.4			83.1			18.2				
Effective Green, g (s)	99.4	99.4			83.1			18.2				
Actuated g/C Ratio	0.76	0.76			0.64			0.14				
Clearance Time (s)	6.0	6.0			6.0			6.4				
Vehicle Extension (s)	3.0	4.0			4.0			3.0				
Lane Grp Cap (vph)	788	2732			2151			481				
v/s Ratio Prot	c0.02	0.12			0.10							
v/s Ratio Perm	c0.20							0.10				
v/c Ratio	0.29	0.16			0.16			0.71				
Uniform Delay, d1	4.3	4.1			9.4			53.4				
Progression Factor	1.00	1.00			1.00			1.00				
Incremental Delay, d2	0.2	0.0			0.2			4.7				
Delay (s)	4.5	4.1			9.6			58.1				
Level of Service	A	A			A			E				
Approach Delay (s)		4.3			9.6			58.1			0.0	
Approach LOS		A			A			E			A	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			19.4			HCM 2000 Level of Service			B			
HCM 2000 Volume to Capacity ratio			0.37									
Actuated Cycle Length (s)			130.0			Sum of lost time (s)			18.4			
Intersection Capacity Utilization			46.8%			ICU Level of Service			A			
Analysis Period (min)			15									
c Critical Lane Group												

Davis Highway/MLK Drive Two-Way Conversion Study  
20: N Davis Hwy & Hart Dr

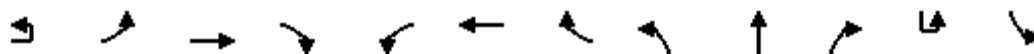
03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↰			↱			↰↱				
Traffic Volume (veh/h)	5	10	0	0	10	5	3	565	10	0	0	0
Future Volume (Veh/h)	5	10	0	0	10	5	3	565	10	0	0	0
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	5	11	0	0	11	5	3	595	11	0	0	0
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage veh												
Upstream signal (ft)											414	
pX, platoon unblocked												
vC, conflicting volume	314	612	0	612	606	303	0			606		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	314	612	0	612	606	303	0			606		
tC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	99	97	100	100	97	99	100			100		
cM capacity (veh/h)	603	410	1091	373	413	699	1629			982		
Direction, Lane #	EB 1	WB 1	NB 1	NB 2								
Volume Total	16	16	300	308								
Volume Left	5	0	3	0								
Volume Right	0	5	0	11								
cSH	456	474	1629	1700								
Volume to Capacity	0.04	0.03	0.00	0.18								
Queue Length 95th (ft)	3	3	0	0								
Control Delay (s)	13.2	12.9	0.1	0.0								
Lane LOS	B	B	A									
Approach Delay (s)	13.2	12.9	0.0									
Approach LOS	B	B										
Intersection Summary												
Average Delay			0.7									
Intersection Capacity Utilization			27.6%		ICU Level of Service				A			
Analysis Period (min)			15									

Davis Highway/MLK Drive Two-Way Conversion Study  
21: N Davis Hwy & I-110 Ramp/Driveway

03/25/2020



Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL
Lane Configurations		↰	↱	↰	↰	↱		↰	↱			↰
Traffic Volume (vph)	5	380	3	15	5	5	5	265	305	5	5	5
Future Volume (vph)	5	380	3	15	5	5	5	265	305	5	5	5
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0	6.0	6.0	6.0	6.0		6.0	6.5			6.0
Lane Util. Factor		0.95	0.95	1.00	1.00	1.00		1.00	0.95			1.00
Frt		1.00	1.00	0.85	1.00	0.93		1.00	1.00			1.00
Flt Protected		0.95	0.95	1.00	0.95	1.00		0.95	1.00			0.95
Satd. Flow (prot)		1681	1687	1583	1805	1758		1787	3566			1770
Flt Permitted		0.95	0.95	1.00	0.95	1.00		0.57	1.00			0.49
Satd. Flow (perm)		1681	1687	1583	1805	1758		1065	3566			912
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	5	400	3	16	5	5	5	279	321	5	5	5
RTOR Reduction (vph)	0	0	0	14	0	5	0	0	1	0	0	0
Lane Group Flow (vph)	0	205	203	2	5	5	0	279	325	0	0	10
Heavy Vehicles (%)	2%	2%	2%	2%	0%	0%	0%	1%	1%	1%	2%	2%
Turn Type	Split	Split	NA	Perm	Split	NA		pm+pt	NA		pm+pt	pm+pt
Protected Phases	8	8	8		7	7		5	2		1	1
Permitted Phases				8				2			6	6
Actuated Green, G (s)		24.9	24.9	24.9	4.0	4.0		81.3	69.9			113.1
Effective Green, g (s)		24.9	24.9	24.9	4.0	4.0		81.3	69.9			113.1
Actuated g/C Ratio		0.16	0.16	0.16	0.02	0.02		0.51	0.44			0.71
Clearance Time (s)		6.0	6.0	6.0	6.0	6.0		6.0	6.5			6.0
Vehicle Extension (s)		3.0	3.0	3.0	3.0	3.0		3.0	3.0			6.0
Lane Grp Cap (vph)		261	262	246	45	43		592	1557			841
v/s Ratio Prot		c0.12	0.12		0.00	c0.00		c0.03	0.09			0.00
v/s Ratio Perm				0.00				c0.21				0.01
v/c Ratio		0.79	0.77	0.01	0.11	0.12		0.47	0.21			0.01
Uniform Delay, d1		65.0	64.9	57.1	76.3	76.3		23.1	27.9			7.2
Progression Factor		1.00	1.00	1.00	1.00	1.00		1.00	1.00			1.00
Incremental Delay, d2		14.3	13.3	0.0	1.1	1.2		0.6	0.3			0.0
Delay (s)		79.3	78.2	57.1	77.4	77.5		23.7	28.2			7.2
Level of Service		E	E	E	E	E		C	C			A
Approach Delay (s)			77.9			77.5			26.1			
Approach LOS			E			E			C			

Intersection Summary

HCM 2000 Control Delay	32.6	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.50		
Actuated Cycle Length (s)	160.0	Sum of lost time (s)	24.5
Intersection Capacity Utilization	87.3%	ICU Level of Service	E
Analysis Period (min)	15		
c Critical Lane Group			

Davis Highway/MLK Drive Two-Way Conversion Study  
21: N Davis Hwy & I-110 Ramp/Driveway

03/25/2020

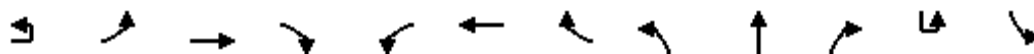


Movement	SBT	SBR
Lane Configurations	↑↑	↑
Traffic Volume (vph)	290	650
Future Volume (vph)	290	650
Ideal Flow (vphpl)	1900	1900
Total Lost time (s)	6.0	6.0
Lane Util. Factor	0.95	1.00
Frt	1.00	0.85
Flt Protected	1.00	1.00
Satd. Flow (prot)	3539	1583
Flt Permitted	1.00	1.00
Satd. Flow (perm)	3539	1583
Peak-hour factor, PHF	0.95	0.95
Adj. Flow (vph)	305	684
RTOR Reduction (vph)	0	275
Lane Group Flow (vph)	305	409
Heavy Vehicles (%)	2%	2%
Turn Type	NA	Perm
Protected Phases	6	
Permitted Phases		6
Actuated Green, G (s)	95.7	95.7
Effective Green, g (s)	95.7	95.7
Actuated g/C Ratio	0.60	0.60
Clearance Time (s)	6.0	6.0
Vehicle Extension (s)	3.0	3.0
Lane Grp Cap (vph)	2116	946
v/s Ratio Prot	0.09	
v/s Ratio Perm		c0.26
v/c Ratio	0.14	0.43
Uniform Delay, d1	14.1	17.4
Progression Factor	1.00	1.00
Incremental Delay, d2	0.0	0.3
Delay (s)	14.2	17.7
Level of Service	B	B
Approach Delay (s)	16.5	
Approach LOS	B	
Intersection Summary		



Davis Highway/MLK Drive Two-Way Conversion Study  
22: N Davis Hwy & E Fairfield Dr

03/25/2020



Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL
Lane Configurations		↔↔	↔↔↔	↔	↔	↔↔↔		↔↔	↔↔	↔		↔
Traffic Volume (vph)	5	270	815	710	25	1015	55	105	280	310	5	70
Future Volume (vph)	5	270	815	710	25	1015	55	105	280	310	5	70
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.4	6.4	6.4	6.4	6.4		6.0	6.0	6.0		6.0
Lane Util. Factor		0.97	0.91	1.00	1.00	0.91		0.97	0.95	1.00		1.00
Frt		1.00	1.00	0.85	1.00	0.99		1.00	1.00	0.85		1.00
Flt Protected		0.95	1.00	1.00	0.95	1.00		0.95	1.00	1.00		0.95
Satd. Flow (prot)		3467	5136	1599	1787	5096		3467	3574	1599		1787
Flt Permitted		0.95	1.00	1.00	0.95	1.00		0.95	1.00	1.00		0.95
Satd. Flow (perm)		3467	5136	1599	1787	5096		3467	3574	1599		1787
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	5	284	858	747	26	1068	58	111	295	326	5	74
RTOR Reduction (vph)	0	0	0	260	0	3	0	0	0	204	0	0
Lane Group Flow (vph)	0	289	858	487	26	1123	0	111	295	122	0	79
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
Turn Type	Prot	Prot	NA	Perm	Prot	NA		Prot	NA	Perm	Prot	Prot
Protected Phases	1	1	6		5	2		7	4		3	3
Permitted Phases				6						4		
Actuated Green, G (s)		19.1	79.8	79.8	5.2	65.9		10.2	27.6	27.6		12.6
Effective Green, g (s)		19.1	79.8	79.8	5.2	65.9		10.2	27.6	27.6		12.6
Actuated g/C Ratio		0.13	0.53	0.53	0.03	0.44		0.07	0.18	0.18		0.08
Clearance Time (s)		6.4	6.4	6.4	6.4	6.4		6.0	6.0	6.0		6.0
Vehicle Extension (s)		4.5	4.0	4.0	3.0	4.0		3.0	4.0	4.0		4.5
Lane Grp Cap (vph)		441	2732	850	61	2238		235	657	294		150
v/s Ratio Prot		c0.08	0.17		0.01	0.22		0.03	0.08			c0.04
v/s Ratio Perm				c0.30						0.08		
v/c Ratio		0.66	0.31	0.57	0.43	0.50		0.47	0.45	0.41		0.53
Uniform Delay, d1		62.3	19.7	23.6	70.9	30.2		67.3	54.4	54.1		65.8
Progression Factor		1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00		1.00
Incremental Delay, d2		4.2	0.3	2.8	4.7	0.8		1.5	0.7	1.3		5.3
Delay (s)		66.5	20.0	26.4	75.7	31.0		68.8	55.1	55.4		71.1
Level of Service		E	C	C	E	C		E	E	E		E
Approach Delay (s)			29.7			32.1			57.3			
Approach LOS			C			C			E			

Intersection Summary

HCM 2000 Control Delay	41.0	HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio	0.66		
Actuated Cycle Length (s)	150.0	Sum of lost time (s)	24.8
Intersection Capacity Utilization	80.5%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

Davis Highway/MLK Drive Two-Way Conversion Study  
22: N Davis Hwy & E Fairfield Dr

03/25/2020



Movement	SBT	SBR
Lane Configurations	↑↑	↑
Traffic Volume (vph)	215	450
Future Volume (vph)	215	450
Ideal Flow (vphpl)	1900	1900
Total Lost time (s)	6.0	6.0
Lane Util. Factor	0.95	1.00
Frt	1.00	0.85
Flt Protected	1.00	1.00
Satd. Flow (prot)	3574	1599
Flt Permitted	1.00	1.00
Satd. Flow (perm)	3574	1599
Peak-hour factor, PHF	0.95	0.95
Adj. Flow (vph)	226	474
RTOR Reduction (vph)	0	213
Lane Group Flow (vph)	226	261
Heavy Vehicles (%)	1%	1%
Turn Type	NA	Perm
Protected Phases	8	
Permitted Phases		8
Actuated Green, G (s)	30.0	30.0
Effective Green, g (s)	30.0	30.0
Actuated g/C Ratio	0.20	0.20
Clearance Time (s)	6.0	6.0
Vehicle Extension (s)	4.0	4.0
Lane Grp Cap (vph)	714	319
v/s Ratio Prot	0.06	
v/s Ratio Perm		c0.16
v/c Ratio	0.32	0.82
Uniform Delay, d1	51.2	57.4
Progression Factor	1.00	1.00
Incremental Delay, d2	0.3	15.7
Delay (s)	51.6	73.1
Level of Service	D	E
Approach Delay (s)	66.7	
Approach LOS	E	
Intersection Summary		

Intersection Sign configuration not allowed in HCM analysis.










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Intersection Sign configuration not allowed in HCM analysis.

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Davis Highway/MLK Drive Two-Way Conversion Study  
1000: Martin Luther King Jr Dr

03/25/2020

						
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						 
Traffic Volume (veh/h)	10	0	0	0	0	310
Future Volume (Veh/h)	10	0	0	0	0	310
Sign Control	Yield		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	11	0	0	0	0	326
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	163	0			0	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	163	0			0	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	99	100			100	
cM capacity (veh/h)	817	1091			1622	
Direction, Lane #	WB 1	SB 1	SB 2			
Volume Total	11	163	163			
Volume Left	11	0	0			
Volume Right	0	0	0			
cSH	817	1700	1700			
Volume to Capacity	0.01	0.10	0.10			
Queue Length 95th (ft)	1	0	0			
Control Delay (s)	9.5	0.0	0.0			
Lane LOS	A					
Approach Delay (s)	9.5	0.0				
Approach LOS	A					
<b>Intersection Summary</b>						
Average Delay			0.3			
Intersection Capacity Utilization			31.5%	ICU Level of Service		A
Analysis Period (min)			15			



# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

Two-Way Conversion Traffic Feasibility Study

*Design Year (2045) No Build Condition Analysis*

Intersection: 1: Alcaniz St & E Gregory Street

Movement	WB	WB	WB	NB	NB	NB	NB	SB	SB	SB
Directions Served	LT	T	TR	UL	T	T	T	T	T	TR
Maximum Queue (ft)	385	246	114	49	53	68	94	90	104	94
Average Queue (ft)	165	87	28	28	17	31	41	31	38	49
95th Queue (ft)	288	196	80	54	45	60	79	62	69	81
Link Distance (ft)	584	584	584		543	543	543	219	219	219
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)				120						
Storage Blk Time (%)										
Queuing Penalty (veh)										

Intersection: 2: Alcaniz St & E Wright Street

Movement	EB	EB	WB	WB	NB	NB	NB	SB	SB
Directions Served	T	TR	LT	T	UL	R	R	LT	TR
Maximum Queue (ft)	27	30	29	2	52	77	92	56	75
Average Queue (ft)	16	23	11	0	19	37	49	36	43
95th Queue (ft)	37	43	22	2	43	58	76	52	71
Link Distance (ft)	739	739	295	295	219	219	219	1614	1614
Upstream Blk Time (%)									
Queuing Penalty (veh)									
Storage Bay Dist (ft)									
Storage Blk Time (%)									
Queuing Penalty (veh)									

Intersection: 3: Alcaniz St/Martin Luther King Jr Dr & E Cervantes St

Movement	EB	EB	WB	WB	WB	SB	SB	SB
Directions Served	T	TR	L	T	T	LT	T	R
Maximum Queue (ft)	352	352	194	327	302	114	74	52
Average Queue (ft)	241	254	93	144	146	50	27	32
95th Queue (ft)	396	397	162	225	223	97	67	59
Link Distance (ft)	339	339		319	319	2403	2403	
Upstream Blk Time (%)	5	6		0	0			
Queuing Penalty (veh)	32	41		2	0			
Storage Bay Dist (ft)			95					615
Storage Blk Time (%)			19	15				
Queuing Penalty (veh)			129	20				

Intersection: 4: Haynes St/I-110 NB On Ramp & E Cervantes St

Movement	EB	EB	EB	WB	WB	NB	NB	NB
Directions Served	L	T	T	T	TR	L	T	R
Maximum Queue (ft)	215	416	440	286	314	74	115	100
Average Queue (ft)	173	228	206	108	120	16	52	34
95th Queue (ft)	242	512	475	216	231	55	103	81
Link Distance (ft)		401	401	339	339	359	359	
Upstream Blk Time (%)		22	7					
Queuing Penalty (veh)		0	0					
Storage Bay Dist (ft)	155							125
Storage Blk Time (%)	26	11					0	
Queuing Penalty (veh)	173	38					0	

Intersection: 5: Martin Luther King Jr Dr & E Blount St

Movement	EB	WB	WB	SB	SB
Directions Served	TR	L	T	LT	TR
Maximum Queue (ft)	141	55	207	54	73
Average Queue (ft)	66	5	106	18	31
95th Queue (ft)	112	26	210	50	64
Link Distance (ft)	376		331	2046	2046
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)		120			
Storage Blk Time (%)			15		
Queuing Penalty (veh)			2		

Intersection: 6: Martin Luther King Jr Dr & E Jordan St

Movement	EB	EB	SB	SB
Directions Served	T	TR	LT	T
Maximum Queue (ft)	78	31	57	83
Average Queue (ft)	37	28	33	32
95th Queue (ft)	57	43	44	61
Link Distance (ft)	31	31	278	278
Upstream Blk Time (%)	18	5		
Queuing Penalty (veh)	33	9		
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				



Intersection: 7: Haynes St & E Jordan St

Movement	EB	EB	EB	NB	NB
Directions Served	L	T	T	T	TR
Maximum Queue (ft)	23	171	30	48	71
Average Queue (ft)	1	44	6	7	37
95th Queue (ft)	8	94	25	30	60
Link Distance (ft)	265	265	265	406	406
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)					
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 8: Haynes St/I-110 NB & E Maxwell Street

Movement	WB	NB	NB
Directions Served	T	L	T
Maximum Queue (ft)	30	51	290
Average Queue (ft)	2	7	121
95th Queue (ft)	14	31	226
Link Distance (ft)	40	279	279
Upstream Blk Time (%)	0		1
Queuing Penalty (veh)	0		1
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 9: Martin Luther King Jr Dr & E Maxwell Street

Movement	WB	WB	WB	SB	SB	SB
Directions Served	LT	T	T	T	T	R
Maximum Queue (ft)	176	134	203	72	74	91
Average Queue (ft)	66	38	100	19	26	29
95th Queue (ft)	125	89	164	50	62	74
Link Distance (ft)	334	334	334	1700	1700	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)						330
Storage Blk Time (%)						
Queuing Penalty (veh)						

Intersection: 10: Martin Luther King Jr Dr & E Cross St

Movement	EB	WB
Directions Served	UTR	ULT
Maximum Queue (ft)	96	72
Average Queue (ft)	40	35
95th Queue (ft)	69	54
Link Distance (ft)	209	329
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 11: Martin Luther King Jr Dr & E Texar Dr

Movement	EB	EB	WB	WB	WB	SB	SB
Directions Served	UT	TR	L	T	T	LT	TR
Maximum Queue (ft)	160	120	31	94	72	134	121
Average Queue (ft)	79	38	16	40	21	60	63
95th Queue (ft)	139	80	40	84	60	110	110
Link Distance (ft)	701	701		322	322	1272	1272
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)			115				
Storage Blk Time (%)							
Queuing Penalty (veh)							

Intersection: 12: Martin Luther King Jr Dr & Hart Dr

Movement	EB	WB
Directions Served	TR	LT
Maximum Queue (ft)	56	27
Average Queue (ft)	13	13
95th Queue (ft)	42	34
Link Distance (ft)	83	53
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 13: E Wright Street & N Davis Hwy

Movement	WB
Directions Served	TR
Maximum Queue (ft)	69
Average Queue (ft)	33
95th Queue (ft)	51
Link Distance (ft)	772
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 14: N Davis Hwy & E Cervantes St

Movement	EB	EB	EB	WB	WB	NB	NB	NB
Directions Served	L	T	T	T	TR	LT	T	R
Maximum Queue (ft)	108	110	73	283	208	175	83	111
Average Queue (ft)	37	12	9	117	60	89	33	51
95th Queue (ft)	80	50	36	220	152	142	72	89
Link Distance (ft)		319	319	473	473	1617	1617	
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)	120							140
Storage Blk Time (%)	0	0						
Queuing Penalty (veh)	0	0						

Intersection: 15: N Davis Hwy & E Blount St

Movement	EB	EB	WB	NB	NB
Directions Served	L	T	TR	LT	TR
Maximum Queue (ft)	31	134	207	54	90
Average Queue (ft)	11	56	99	28	27
95th Queue (ft)	35	107	163	53	60
Link Distance (ft)		331	493	2390	2390
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)	70				
Storage Blk Time (%)		13			
Queuing Penalty (veh)		2			

Intersection: 16: N Davis Hwy & E Jordan St

Movement	EB	EB	NB	NB
Directions Served	LT	T	T	TR
Maximum Queue (ft)	77	55	67	56
Average Queue (ft)	37	30	36	34
95th Queue (ft)	57	50	57	52
Link Distance (ft)	354	354	2061	2061
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 17: N Davis Hwy & E Maxwell Street

Movement	WB	WB	WB
Directions Served	T	T	R
Maximum Queue (ft)	55	92	54
Average Queue (ft)	37	44	19
95th Queue (ft)	53	69	45
Link Distance (ft)	521	521	521
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 18: N Davis Hwy & E Cross St

Movement	EB	WB
Directions Served	LT	TR
Maximum Queue (ft)	70	56
Average Queue (ft)	35	33
95th Queue (ft)	55	54
Link Distance (ft)	329	223
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 19: N Davis Hwy & E Texar Dr

Movement	EB	EB	EB	WB	WB	NB	NB
Directions Served	L	T	T	T	TR	LT	TR
Maximum Queue (ft)	113	75	51	138	120	111	96
Average Queue (ft)	46	32	14	56	34	54	53
95th Queue (ft)	88	69	40	104	83	95	88
Link Distance (ft)		322	322	592	592	2354	2354
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)	130						
Storage Blk Time (%)	0						
Queuing Penalty (veh)	0						

Intersection: 20: N Davis Hwy & Hart Dr

Movement	EB	WB
Directions Served	LT	TR
Maximum Queue (ft)	45	53
Average Queue (ft)	11	21
95th Queue (ft)	31	47
Link Distance (ft)	53	194
Upstream Blk Time (%)	0	
Queuing Penalty (veh)	0	
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 21: N Davis Hwy & I-110 Ramp/Driveway

Movement	EB	EB	EB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	LT	R	L	TR	L	T	TR	UL	T	T
Maximum Queue (ft)	275	416	215	27	70	176	53	94	30	74	74
Average Queue (ft)	166	230	14	6	11	69	26	46	9	30	39
95th Queue (ft)	270	337	103	22	40	135	59	99	31	70	80
Link Distance (ft)		415		307	307		251	251		525	525
Upstream Blk Time (%)		0									
Queuing Penalty (veh)		0									
Storage Bay Dist (ft)	250		190			225			150		
Storage Blk Time (%)	0	22	0								
Queuing Penalty (veh)	0	52	0								

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03/25/2020

Intersection: 22: N Davis Hwy & E Fairfield Dr

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB
Directions Served	L	L	T	T	T	UL	T	T	TR	L	L	T
Maximum Queue (ft)	170	186	205	192	163	239	359	306	155	73	99	151
Average Queue (ft)	77	125	119	84	24	24	220	162	68	13	45	77
95th Queue (ft)	165	190	188	168	93	99	316	267	159	45	78	136
Link Distance (ft)			890	890	890		469	469	469			525
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	250	250				190				270	270	
Storage Blk Time (%)							12					
Queuing Penalty (veh)							3					

Intersection: 22: N Davis Hwy & E Fairfield Dr

Movement	NB	SB	SB	SB
Directions Served	T	UL	T	T
Maximum Queue (ft)	150	88	152	159
Average Queue (ft)	89	43	68	81
95th Queue (ft)	146	80	124	142
Link Distance (ft)	525		748	748
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)		285		
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 23: N Davis Hwy

Movement
Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

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Intersection: 35: N Davis Hwy & Martin Luther King Jr Dr

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**Movement**

Directions Served  
Maximum Queue (ft)  
Average Queue (ft)  
95th Queue (ft)  
Link Distance (ft)  
Upstream Blk Time (%)  
Queuing Penalty (veh)  
Storage Bay Dist (ft)  
Storage Blk Time (%)  
Queuing Penalty (veh)

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Intersection: 1000: Martin Luther King Jr Dr

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**Movement**

WB

Directions Served L  
Maximum Queue (ft) 31  
Average Queue (ft) 2  
95th Queue (ft) 14  
Link Distance (ft) 144  
Upstream Blk Time (%)  
Queuing Penalty (veh)  
Storage Bay Dist (ft)  
Storage Blk Time (%)  
Queuing Penalty (veh)

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**Network Summary**

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Network wide Queuing Penalty: 538

Intersection: 1: Alcaniz St & E Gregory Street

Movement	WB	WB	WB	NB	NB	NB	NB	SB	SB	SB
Directions Served	LT	T	TR	UL	T	T	T	T	T	TR
Maximum Queue (ft)	202	164	83	123	73	135	141	60	68	72
Average Queue (ft)	109	20	18	50	25	57	68	21	27	33
95th Queue (ft)	182	71	48	98	56	103	125	48	47	65
Link Distance (ft)	584	584	584		543	543	543	219	219	219
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)				120						
Storage Blk Time (%)				0						
Queuing Penalty (veh)				1						

Intersection: 2: Alcaniz St & E Wright Street

Movement	EB	EB	WB	WB	NB	NB	NB	SB	SB
Directions Served	T	TR	ULT	T	UL	R	R	LT	TR
Maximum Queue (ft)	27	53	11	26	66	131	148	54	75
Average Queue (ft)	12	24	9	1	30	59	72	31	38
95th Queue (ft)	34	46	14	9	52	95	121	52	59
Link Distance (ft)	739	739	295	295	219	219	219	1626	1626
Upstream Blk Time (%)									
Queuing Penalty (veh)									
Storage Bay Dist (ft)									
Storage Blk Time (%)									
Queuing Penalty (veh)									

Intersection: 3: Alcaniz St/Martin Luther King Jr Dr & E Cervantes St

Movement	EB	EB	WB	WB	WB	SB	SB	SB
Directions Served	T	TR	L	T	T	LT	T	R
Maximum Queue (ft)	320	330	133	161	181	140	74	115
Average Queue (ft)	187	206	53	93	104	59	31	43
95th Queue (ft)	301	308	105	137	166	104	68	85
Link Distance (ft)	341	341		326	326	2391	2391	
Upstream Blk Time (%)		0						
Queuing Penalty (veh)		0						
Storage Bay Dist (ft)			95				315	
Storage Blk Time (%)			4	8				
Queuing Penalty (veh)			26	8				



Intersection: 4: Haynes St/I-110 NB On Ramp & E Cervantes St

Movement	EB	EB	EB	WB	WB	NB	NB	NB
Directions Served	L	T	TR	T	TR	L	T	R
Maximum Queue (ft)	215	451	403	341	355	74	238	150
Average Queue (ft)	211	375	314	147	161	28	94	46
95th Queue (ft)	226	522	494	277	284	65	178	114
Link Distance (ft)		388	388	341	341	359	359	
Upstream Blk Time (%)		38	3	0	0			
Queuing Penalty (veh)		0	0	1	2			
Storage Bay Dist (ft)	155							125
Storage Blk Time (%)	51	3					7	0
Queuing Penalty (veh)	357	15					4	0

Intersection: 5: Martin Luther King Jr Dr & E Blount St

Movement	EB	WB	WB	SB	SB
Directions Served	TR	L	T	LT	TR
Maximum Queue (ft)	162	54	136	53	115
Average Queue (ft)	104	12	53	16	40
95th Queue (ft)	156	40	110	46	79
Link Distance (ft)	376		331	2046	2046
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)		120			
Storage Blk Time (%)			2		
Queuing Penalty (veh)			0		

Intersection: 6: Martin Luther King Jr Dr & E Jordan St

Movement	EB	EB	SB	SB
Directions Served	T	TR	LT	T
Maximum Queue (ft)	54	50	78	56
Average Queue (ft)	33	28	39	37
95th Queue (ft)	44	45	67	54
Link Distance (ft)	31	31	278	278
Upstream Blk Time (%)	15	6		
Queuing Penalty (veh)	27	11		
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 7: Haynes St & E Jordan St

Movement	EB	EB	EB	NB	NB
Directions Served	L	T	T	T	TR
Maximum Queue (ft)	110	89	30	30	150
Average Queue (ft)	6	28	5	12	46
95th Queue (ft)	40	63	23	35	89
Link Distance (ft)	265	265	265	406	406
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)					
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 8: Haynes St/I-110 NB & E Maxwell Street

Movement	WB	NB	NB
Directions Served	T	L	T
Maximum Queue (ft)	30	30	290
Average Queue (ft)	2	15	202
95th Queue (ft)	15	39	290
Link Distance (ft)	40	279	279
Upstream Blk Time (%)	0		2
Queuing Penalty (veh)	0		5
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 9: Martin Luther King Jr Dr & E Maxwell Street

Movement	WB	WB	WB	SB	SB	SB
Directions Served	LT	T	T	T	T	R
Maximum Queue (ft)	134	79	243	94	53	138
Average Queue (ft)	55	21	89	20	20	62
95th Queue (ft)	99	63	160	55	49	127
Link Distance (ft)	334	334	334	1700	1700	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)						330
Storage Blk Time (%)						
Queuing Penalty (veh)						

Intersection: 10: Martin Luther King Jr Dr & E Cross St

Movement	EB	WB
Directions Served	TR	LT
Maximum Queue (ft)	55	71
Average Queue (ft)	37	30
95th Queue (ft)	54	54
Link Distance (ft)	209	329
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 11: Martin Luther King Jr Dr & E Texar Dr

Movement	EB	EB	WB	WB	WB	SB	SB
Directions Served	UT	TR	L	T	T	LT	TR
Maximum Queue (ft)	237	121	44	74	72	124	117
Average Queue (ft)	103	44	19	38	14	56	64
95th Queue (ft)	174	94	43	71	47	105	107
Link Distance (ft)	701	701		326	326	1277	1277
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)			115				
Storage Blk Time (%)							
Queuing Penalty (veh)							

Intersection: 12: Martin Luther King Jr Dr & Hart Dr

Movement	EB	WB	SB	SB
Directions Served	TR	LT	LT	TR
Maximum Queue (ft)	56	27	24	15
Average Queue (ft)	17	10	1	0
95th Queue (ft)	46	30	8	5
Link Distance (ft)	83	53	29	29
Upstream Blk Time (%)			0	0
Queuing Penalty (veh)			0	0
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 13: E Wright Street & N Davis Hwy

Movement	WB
Directions Served	TR
Maximum Queue (ft)	74
Average Queue (ft)	34
95th Queue (ft)	54
Link Distance (ft)	772
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 14: N Davis Hwy & E Cervantes St

Movement	EB	EB	EB	WB	WB	NB	NB	NB
Directions Served	L	T	T	T	TR	LT	TR	R
Maximum Queue (ft)	160	74	101	304	176	162	176	158
Average Queue (ft)	60	21	40	119	88	105	98	82
95th Queue (ft)	121	53	83	227	182	153	154	141
Link Distance (ft)		326	326	473	473	1622	1622	
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)	120							140
Storage Blk Time (%)	2						1	0
Queuing Penalty (veh)	15						2	1

Intersection: 15: N Davis Hwy & E Blount St

Movement	EB	EB	WB	NB	NB
Directions Served	L	T	TR	LT	TR
Maximum Queue (ft)	99	202	114	72	76
Average Queue (ft)	21	60	60	27	33
95th Queue (ft)	63	142	101	64	71
Link Distance (ft)		331	493	2386	2386
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)	70				
Storage Blk Time (%)	2	10			
Queuing Penalty (veh)	3	3			

Intersection: 16: N Davis Hwy & E Jordan St

Movement	EB	EB	NB	NB
Directions Served	LT	T	T	TR
Maximum Queue (ft)	54	55	78	76
Average Queue (ft)	32	27	35	39
95th Queue (ft)	42	50	64	63
Link Distance (ft)	354	354	2061	2061
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 17: N Davis Hwy & E Maxwell Street

Movement	WB	WB	WB
Directions Served	T	T	R
Maximum Queue (ft)	55	71	55
Average Queue (ft)	37	37	15
95th Queue (ft)	53	55	42
Link Distance (ft)	521	521	521
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 18: N Davis Hwy & E Cross St

Movement	EB	WB
Directions Served	LT	TR
Maximum Queue (ft)	76	56
Average Queue (ft)	36	29
95th Queue (ft)	53	48
Link Distance (ft)	329	223
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

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03/25/2020

Intersection: 19: N Davis Hwy & E Texar Dr

Movement	EB	EB	EB	WB	WB	NB	NB
Directions Served	L	T	T	T	TR	LT	TR
Maximum Queue (ft)	155	88	75	115	68	184	136
Average Queue (ft)	75	34	27	54	33	89	63
95th Queue (ft)	138	65	64	101	58	147	109
Link Distance (ft)		326	326	592	592	2358	2358
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)	130						
Storage Blk Time (%)	1						
Queuing Penalty (veh)	3						

Intersection: 20: N Davis Hwy & Hart Dr

Movement	EB	WB
Directions Served	LT	TR
Maximum Queue (ft)	43	30
Average Queue (ft)	14	18
95th Queue (ft)	34	41
Link Distance (ft)	53	194
Upstream Blk Time (%)	0	
Queuing Penalty (veh)	0	
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 21: N Davis Hwy & I-110 Ramp/Driveway

Movement	EB	EB	EB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	UL	LT	R	L	TR	L	T	TR	UL	T	T
Maximum Queue (ft)	243	336	215	49	71	238	188	162	30	170	184
Average Queue (ft)	114	222	28	6	16	126	51	88	14	78	83
95th Queue (ft)	215	316	148	25	45	200	124	150	37	133	149
Link Distance (ft)		415		307	307		251	251		525	525
Upstream Blk Time (%)						0					
Queuing Penalty (veh)						0					
Storage Bay Dist (ft)	250		190			225			150		
Storage Blk Time (%)	0	16	0			0				0	
Queuing Penalty (veh)	0	40	0			0				0	

Intersection: 22: N Davis Hwy & E Fairfield Dr

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB
Directions Served	UL	L	T	T	T	L	T	T	TR	L	L	T
Maximum Queue (ft)	190	222	305	253	218	239	484	429	288	133	141	151
Average Queue (ft)	95	146	181	151	88	37	310	241	139	22	39	72
95th Queue (ft)	193	213	301	250	209	150	468	392	262	73	88	130
Link Distance (ft)			890	890	890		469	469	469			525
Upstream Blk Time (%)							1					
Queuing Penalty (veh)							0					
Storage Bay Dist (ft)	250	250				190				270	270	
Storage Blk Time (%)			4				26					
Queuing Penalty (veh)			11				8					

Intersection: 22: N Davis Hwy & E Fairfield Dr

Movement	NB	NB	SB	SB	SB	SB
Directions Served	T	R	UL	T	T	R
Maximum Queue (ft)	157	275	191	126	227	270
Average Queue (ft)	88	24	77	49	127	22
95th Queue (ft)	140	145	147	102	217	131
Link Distance (ft)	525	525		748	748	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)			285		550	
Storage Blk Time (%)						
Queuing Penalty (veh)						

Intersection: 23: N Davis Hwy

Movement
Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

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Intersection: 35: N Davis Hwy & Martin Luther King Jr Dr

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Movement	SB	SB
Directions Served	R	R
Maximum Queue (ft)	31	57
Average Queue (ft)	1	2
95th Queue (ft)	10	19
Link Distance (ft)	251	251
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

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Intersection: 1000: Martin Luther King Jr Dr

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Movement	WB
Directions Served	L
Maximum Queue (ft)	31
Average Queue (ft)	2
95th Queue (ft)	15
Link Distance (ft)	144
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

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Network Summary

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Network wide Queuing Penalty: 542

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HCM 6th Edition cannot analyze u-turn movements.

Davis Highway/MLK Drive Two-Way Conversion Study  
2: Alcaniz St & E Wright Street

03/25/2020

Intersection

Intersection Delay, s/veh 9.4

Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑			↑↑			↓		↑↑		↑↑	
Traffic Vol, veh/h	0	55	15	45	30	0	10	30	0	200	10	215	40
Future Vol, veh/h	0	55	15	45	30	0	10	30	0	200	10	215	40
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	60	16	49	33	0	11	33	0	220	11	236	44
Number of Lanes	0	2	0	0	2	0	0	1	0	2	0	2	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	2	2	3
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	3	2	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	3	2	2	2
HCM Control Delay	9.3	9.9	8.8	9.9
HCM LOS	A	A	A	A

Lane	NBLn1	NBLn2	NBLn3	EBLn1	EBLn2	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	100%	0%	0%	0%	0%	82%	0%	9%	0%
Vol Thru, %	0%	0%	0%	100%	55%	18%	100%	91%	73%
Vol Right, %	0%	100%	100%	0%	45%	0%	0%	0%	27%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	40	100	100	37	33	55	20	118	148
LT Vol	40	0	0	0	0	45	0	10	0
Through Vol	0	0	0	37	18	10	20	108	108
RT Vol	0	100	100	0	15	0	0	0	40
Lane Flow Rate	44	110	110	40	37	60	22	129	162
Geometry Grp	8	8	8	8	8	8	8	8	8
Degree of Util (X)	0.076	0.151	0.151	0.07	0.061	0.112	0.038	0.204	0.246
Departure Headway (Hd)	6.259	5.061	5.061	6.271	5.954	6.652	6.24	5.697	5.463
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	575	713	713	573	603	540	575	634	661
Service Time	3.97	2.761	2.761	3.991	3.673	4.371	3.96	3.398	3.164
HCM Lane V/C Ratio	0.077	0.154	0.154	0.07	0.061	0.111	0.038	0.203	0.245
HCM Control Delay	9.5	8.7	8.7	9.5	9.1	10.2	9.2	9.9	9.9
HCM Lane LOS	A	A	A	A	A	B	A	A	A
HCM 95th-tile Q	0.2	0.5	0.5	0.2	0.2	0.4	0.1	0.8	1

Davis Highway/MLK Drive Two-Way Conversion Study  
3: Alcaniz St/Martin Luther King Jr Dr & E Cervantes St

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑		↔	↑↑						↑↑	↔
Traffic Volume (veh/h)	0	1270	115	140	1380	0	0	0	0	50	40	70
Future Volume (veh/h)	0	1270	115	140	1380	0	0	0	0	50	40	70
Initial Q (Qb), veh	0	0	0	0	0	0				0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00				1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00				1.00	1.00	1.00
Work Zone On Approach		No			No						No	
Adj Sat Flow, veh/h/ln	0	1870	1870	1870	1870	0				1870	1870	1870
Adj Flow Rate, veh/h	0	1396	126	154	1516	0				55	44	77
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91				0.91	0.91	0.91
Percent Heavy Veh, %	0	2	2	2	2	0				2	2	2
Cap, veh/h	0	2118	190	256	2582	0				344	344	306
Arrive On Green	0.00	0.64	0.64	0.09	1.00	0.00				0.19	0.19	0.19
Sat Flow, veh/h	0	3391	296	1781	3647	0				1781	1777	1585
Grp Volume(v), veh/h	0	749	773	154	1516	0				55	44	77
Grp Sat Flow(s),veh/h/ln	0	1777	1817	1781	1777	0				1781	1777	1585
Q Serve(g_s), s	0.0	39.1	39.7	4.5	0.0	0.0				3.9	3.1	6.2
Cycle Q Clear(g_c), s	0.0	39.1	39.7	4.5	0.0	0.0				3.9	3.1	6.2
Prop In Lane	0.00		0.16	1.00		0.00				1.00		1.00
Lane Grp Cap(c), veh/h	0	1141	1167	256	2582	0				344	344	306
V/C Ratio(X)	0.00	0.66	0.66	0.60	0.59	0.00				0.16	0.13	0.25
Avail Cap(c_a), veh/h	0	1141	1167	367	2582	0				344	344	306
HCM Platoon Ratio	1.00	1.00	1.00	2.00	2.00	1.00				1.00	1.00	1.00
Upstream Filter(I)	0.00	0.88	0.88	0.77	0.77	0.00				1.00	1.00	1.00
Uniform Delay (d), s/veh	0.0	16.6	16.7	16.8	0.0	0.0				50.4	50.0	51.3
Incr Delay (d2), s/veh	0.0	1.7	1.7	1.3	0.8	0.0				1.0	0.8	2.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0				0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	15.8	16.4	2.3	0.3	0.0				1.8	1.4	2.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	0.0	18.2	18.4	18.1	0.8	0.0				51.3	50.8	53.3
LnGrp LOS	A	B	B	B	A	A				D	D	D
Approach Vol, veh/h		1522			1670						176	
Approach Delay, s/veh		18.3			2.4						52.0	
Approach LOS		B			A						D	
Timer - Assigned Phs	1	2		4		6						
Phs Duration (G+Y+Rc), s	102.3			35.0		115.0						
Change Period (Y+Rc), s	6.0	6.0		6.0		6.0						
Max Green Setting (Gmax), s	87.0			29.0		109.0						
Max Q Clear Time (g_c+I1), s	41.7			8.2		2.0						
Green Ext Time (p_c), s	0.2	30.2		0.5		48.1						








Intersection Summary

HCM 6th Ctrl Delay	12.2
HCM 6th LOS	B

Davis Highway/MLK Drive Two-Way Conversion Study  
4: Haynes St/I-110 NB On Ramp & E Cervantes St

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	360	1350	0	0	1175	275	20	40	35	0	0	0
Future Volume (veh/h)	360	1350	0	0	1175	275	20	40	35	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach	No			No			No					
Adj Sat Flow, veh/h/ln	1870	1870	0	0	1870	1870	1870	1870	1870			
Adj Flow Rate, veh/h	396	1484	0	0	1291	302	22	44	38			
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91			
Percent Heavy Veh, %	2	2	0	0	2	2	2	2	2			
Cap, veh/h	786	3134	0	0	1396	321	68	71	61			
Arrive On Green	0.36	0.88	0.00	0.00	0.97	0.97	0.04	0.04	0.04			
Sat Flow, veh/h	1781	3647	0	0	2962	660	1781	1870	1585			
Grp Volume(v), veh/h	396	1484	0	0	792	801	22	44	38			
Grp Sat Flow(s),veh/h/ln	1781	1777	0	0	1777	1752	1781	1870	1585			
Q Serve(g_s), s	11.0	12.7	0.0	0.0	16.4	21.5	1.8	3.5	3.5			
Cycle Q Clear(g_c), s	11.0	12.7	0.0	0.0	16.4	21.5	1.8	3.5	3.5			
Prop In Lane	1.00		0.00	0.00		0.38	1.00		1.00			
Lane Grp Cap(c), veh/h	786	3134	0	0	865	852	68	71	61			
V/C Ratio(X)	0.50	0.47	0.00	0.00	0.92	0.94	0.32	0.62	0.63			
Avail Cap(c_a), veh/h	786	3134	0	0	865	852	321	337	285			
HCM Platoon Ratio	1.00	1.00	1.00	1.00	2.00	2.00	1.00	1.00	1.00			
Upstream Filter(I)	1.00	1.00	0.00	0.00	0.80	0.80	1.00	1.00	1.00			
Uniform Delay (d), s/veh	26.0	1.8	0.0	0.0	1.2	1.3	70.2	71.1	71.1			
Incr Delay (d2), s/veh	0.4	0.2	0.0	0.0	13.4	16.4	2.0	6.3	7.7			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(50%),veh/ln	0.4	2.4	0.0	0.0	4.0	4.7	0.9	1.8	1.6			
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	26.4	2.0	0.0	0.0	14.6	17.7	72.3	77.3	78.8			
LnGrp LOS	C	A	A	A	B	B	E	E	E			
Approach Vol, veh/h	1880			1593			104					
Approach Delay, s/veh	7.2			16.2			76.8					
Approach LOS	A			B			E					
Timer - Assigned Phs	1	2	4		6							
Phs Duration (G+Y+Rc), s	59.3	79.0	11.7		138.3							
Change Period (Y+Rc), s	6.0	6.0	6.0		6.0							
Max Green Setting (Gmax), s	32.0	73.0	27.0		111.0							
Max Q Clear Time (g_c+I1), s	13.0	23.5	5.5		14.7							
Green Ext Time (p_c), s	0.8	34.2	0.3		44.3							

Intersection Summary

HCM 6th Ctrl Delay	13.2
HCM 6th LOS	B

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HCM 6th Edition methodology does not support Non-NEMA phasing.

Davis Highway/MLK Drive Two-Way Conversion Study  
6: Martin Luther King Jr Dr & E Jordan St

03/25/2020

Intersection

Intersection Delay, s/veh 9.4

Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑									↑↑	
Traffic Vol, veh/h	0	320	35	0	0	0	0	0	0	25	120	0
Future Vol, veh/h	0	320	35	0	0	0	0	0	0	25	120	0
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	352	38	0	0	0	0	0	0	27	132	0
Number of Lanes	0	2	0	0	0	0	0	0	0	0	2	0

Approach	EB	SB
Opposing Approach		
Opposing Lanes	0	0
Conflicting Approach Left	SB	
Conflicting Lanes Left	2	0
Conflicting Approach Right		EB
Conflicting Lanes Right	0	2
HCM Control Delay	9.6	9
HCM LOS	A	A

Lane	EBLn1	EBLn2	SBLn1	SBLn2
Vol Left, %	0%	0%	38%	0%
Vol Thru, %	100%	75%	62%	100%
Vol Right, %	0%	25%	0%	0%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	213	142	65	80
LT Vol	0	0	25	0
Through Vol	213	107	40	80
RT Vol	0	35	0	0
Lane Flow Rate	234	156	71	88
Geometry Grp	7	7	7	7
Degree of Util (X)	0.324	0.208	0.112	0.133
Departure Headway (Hd)	4.972	4.799	5.655	5.461
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	724	749	634	657
Service Time	2.694	2.521	3.386	3.193
HCM Lane V/C Ratio	0.323	0.208	0.112	0.134
HCM Control Delay	10.1	8.8	9.1	9
HCM Lane LOS	B	A	A	A
HCM 95th-tile Q	1.4	0.8	0.4	0.5

Davis Highway/MLK Drive Two-Way Conversion Study  
7: Haynes St & E Jordan St

03/25/2020

Intersection												
Int Delay, s/veh	0											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↑↑						↑↑				
Traffic Vol, veh/h	185	345	0	0	0	0	0	90	10	0	0	0
Future Vol, veh/h	185	345	0	0	0	0	0	90	10	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	0	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	16979	-	-	0	-	-	16979	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	203	379	0	0	0	0	0	99	11	0	0	0

Major/Minor	Major1			Minor1		
Conflicting Flow All	0	0	-	-	785	190
Stage 1	-	-	-	-	785	-
Stage 2	-	-	-	-	0	-
Critical Hdwy	4.14	-	-	-	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	2.22	-	-	-	4.02	3.32
Pot Cap-1 Maneuver	-	-	0	0	323	820
Stage 1	-	-	0	0	402	-
Stage 2	-	-	0	0	-	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	-	-	0	820
Mov Cap-2 Maneuver	-	-	-	-	0	-
Stage 1	-	-	-	-	0	-
Stage 2	-	-	-	-	0	-

Approach	EB		NB	
HCM Control Delay, s				
HCM LOS	-			
Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT
Capacity (veh/h)	-	820	-	-
HCM Lane V/C Ratio	-	0.074	-	-
HCM Control Delay (s)	-	9.7	-	-
HCM Lane LOS	-	A	-	-
HCM 95th %tile Q(veh)	-	0.2	-	-

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HCM 6th Edition methodology does not support clustered intersections.



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HCM 6th Edition methodology does not support clustered intersections.

Davis Highway/MLK Drive Two-Way Conversion Study  
10: Martin Luther King Jr Dr & E Cross St

03/25/2020

Intersection														
Int Delay, s/veh	5.3													
Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations			↱				↰						↰↱	
Traffic Vol, veh/h	10	0	80	20	10	10	75	0	0	0	0	10	180	40
Future Vol, veh/h	10	0	80	20	10	10	75	0	0	0	0	10	180	40
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free
RT Channelized	-	-	-	None	-	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	-	0	-	-	-	0	-	-	16983	-	-	0	-
Grade, %	-	-	0	-	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	11	0	88	22	11	11	82	0	0	0	0	11	198	44

Major/Minor	Minor2			Minor1			Major2				
Conflicting Flow All	0	-	242	121	0	165	264	-	0	0	0
Stage 1	0	-	242	-	0	0	0	-	-	-	-
Stage 2	0	-	0	-	0	165	264	-	-	-	-
Critical Hdwy	-	-	6.54	6.94	-	7.54	6.54	-	4.14	-	-
Critical Hdwy Stg 1	-	-	5.54	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	6.54	5.54	-	-	-	-
Follow-up Hdwy	-	-	4.02	3.32	-	3.52	4.02	-	2.22	-	-
Pot Cap-1 Maneuver	0	0	658	908	0	784	640	0	-	-	-
Stage 1	0	0	704	-	0	-	-	0	-	-	-
Stage 2	0	0	-	-	0	821	689	0	-	-	-
Platoon blocked, %	-				-					-	-
Mov Cap-1 Maneuver	0	-	658	908	0	687	640	-	-	-	-
Mov Cap-2 Maneuver	0	-	658	-	0	687	640	-	-	-	-
Stage 1	0	-	704	-	0	-	-	-	-	-	-
Stage 2	0	-	-	-	0	701	689	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	11.1	11.5	
HCM LOS	B	B	

Minor Lane/Major Mvmt	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	696 645	-	-	-
HCM Lane V/C Ratio	0.158 0.145	-	-	-
HCM Control Delay (s)	11.1 11.5	-	-	-
HCM Lane LOS	B B	-	-	-
HCM 95th %tile Q(veh)	0.6 0.5	-	-	-

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HCM 6th Edition cannot analyze u-turn movements.

Davis Highway/MLK Drive Two-Way Conversion Study  
12: Martin Luther King Jr Dr & Hart Dr

03/25/2020

Intersection

Int Delay, s/veh 1.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	10	10	15	10	0	0	0	0	20	330	0
Future Vol, veh/h	0	10	10	15	10	0	0	0	0	20	330	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	16974	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	11	11	16	11	0	0	0	0	22	363	0

Major/Minor	Minor2		Minor1		Major2	
Conflicting Flow All	-	407	182	231	407	-
Stage 1	-	407	-	0	0	-
Stage 2	-	0	-	231	407	-
Critical Hdwy	-	6.54	6.94	7.54	6.54	-
Critical Hdwy Stg 1	-	5.54	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.54	5.54	-
Follow-up Hdwy	-	4.02	3.32	3.52	4.02	-
Pot Cap-1 Maneuver	0	532	829	704	532	0
Stage 1	0	596	-	-	-	0
Stage 2	0	-	-	751	596	0
Platoon blocked, %						
Mov Cap-1 Maneuver	-	532	829	684	532	-
Mov Cap-2 Maneuver	-	532	-	684	532	-
Stage 1	-	596	-	-	-	-
Stage 2	-	-	-	727	596	-

Approach	EB	WB	SB
HCM Control Delay, s	10.8	11.1	
HCM LOS	B	B	




Minor Lane/Major Mvmt	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	648 614	-	-	-
HCM Lane V/C Ratio	0.034 0.045	-	-	-
HCM Control Delay (s)	10.8 11.1	-	-	-
HCM Lane LOS	B B	-	-	-
HCM 95th %tile Q(veh)	0.1 0.1	-	-	-

Davis Highway/MLK Drive Two-Way Conversion Study  
13: E Wright Street & N Davis Hwy

03/25/2020

Intersection

Int Delay, s/veh 1.9

Movement	EBU	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	10	185	70	65	10	0	0
Future Vol, veh/h	10	185	70	65	10	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-	-
Veh in Median Storage, #	-	-	0	0	-	16965	-
Grade, %	-	-	0	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2	2
Mvmt Flow	11	203	77	71	11	0	0




















Major/Minor	Major1	Minor2
Conflicting Flow All	- 0	0 505 11
Stage 1	- -	- 0 -
Stage 2	- -	- 505 -
Critical Hdwy	- 4.12	- 6.52 6.22
Critical Hdwy Stg 1	- -	- -
Critical Hdwy Stg 2	- -	- 5.52 -
Follow-up Hdwy	- 2.218	- 4.018 3.318
Pot Cap-1 Maneuver	- -	- 470 1070
Stage 1	- -	- -
Stage 2	- -	- 540 -
Platoon blocked, %		-
Mov Cap-1 Maneuver	- -	- 0 1070
Mov Cap-2 Maneuver	- -	- 0 -
Stage 1	- -	- 0 -
Stage 2	- -	- 0 -

Approach	EB	WB
HCM Control Delay, s		8.6
HCM LOS		A

Minor Lane/Major Mvmt	EBL	EBTWBLn1
Capacity (veh/h)	-	- 1070
HCM Lane V/C Ratio	-	- 0.077
HCM Control Delay (s)	-	- 8.6
HCM Lane LOS	-	- A
HCM 95th %tile Q(veh)	-	- 0.2

Davis Highway/MLK Drive Two-Way Conversion Study  
14: N Davis Hwy & E Cervantes St

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	70	1250	0	0	1445	35	75	50	105	0	0	0
Future Volume (veh/h)	70	1250	0	0	1445	35	75	50	105	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach	No			No			No					
Adj Sat Flow, veh/h/ln	1870	1870	0	0	1870	1870	1870	1870	1870			
Adj Flow Rate, veh/h	77	1374	0	0	1588	38	82	55	115			
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91			
Percent Heavy Veh, %	2	2	0	0	2	2	2	2	2			
Cap, veh/h	455	3042	0	0	2282	55	108	108	96			
Arrive On Green	0.17	0.86	0.00	0.00	0.64	0.64	0.06	0.06	0.06			
Sat Flow, veh/h	1781	3647	0	0	3641	85	1781	1777	1585			
Grp Volume(v), veh/h	77	1374	0	0	794	832	82	55	115			
Grp Sat Flow(s),veh/h/ln	1781	1777	0	0	1777	1855	1781	1777	1585			
Q Serve(g_s), s	0.0	13.6	0.0	0.0	43.2	43.5	6.8	4.5	9.1			
Cycle Q Clear(g_c), s	0.0	13.6	0.0	0.0	43.2	43.5	6.8	4.5	9.1			
Prop In Lane	1.00		0.00	0.00		0.05	1.00		1.00			
Lane Grp Cap(c), veh/h	455	3042	0	0	1143	1193	108	108	96			
V/C Ratio(X)	0.17	0.45	0.00	0.00	0.69	0.70	0.76	0.51	1.19			
Avail Cap(c_a), veh/h	455	3042	0	0	1143	1193	321	320	285			
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Upstream Filter(I)	0.64	0.64	0.00	0.00	1.00	1.00	1.00	1.00	1.00			
Uniform Delay (d), s/veh	24.0	2.5	0.0	0.0	17.2	17.3	69.4	68.3	70.4			
Incr Delay (d2), s/veh	0.1	0.1	0.0	0.0	3.5	3.4	10.3	3.7	107.5			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(50%),veh/ln	1.8	3.3	0.0	0.0	18.0	18.8	3.4	2.2	6.6			
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	24.1	2.7	0.0	0.0	20.7	20.7	79.6	72.0	177.9			
LnGrp LOS	C	A	A	A	C	C	E	E	F			
Approach Vol, veh/h	1451			1626			252					
Approach Delay, s/veh	3.8			20.7			122.8					
Approach LOS	A			C			F					
Timer - Assigned Phs	1	2		4		6						
Phs Duration (G+Y+Rc), s	31.9	103.0		15.1		134.9						
Change Period (Y+Rc), s	6.5	* 6.5		6.0		6.5						
Max Green Setting (Gmax), s	8.0	* 97		27.0		110.5						
Max Q Clear Time (g_c+I1), s	2.0	45.5		8.8		15.6						
Green Ext Time (p_c), s	0.0	35.4		0.3		38.0						

Intersection Summary

HCM 6th Ctrl Delay	21.1
HCM 6th LOS	C

Notes

\* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

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HCM 6th Edition methodology does not support Non-NEMA phasing.

Davis Highway/MLK Drive Two-Way Conversion Study  
16: N Davis Hwy & E Jordan St

03/25/2020

Intersection

Intersection Delay, s/veh 9.7

Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑						↑↑				
Traffic Vol, veh/h	60	285	0	0	0	0	0	180	15	0	0	0
Future Vol, veh/h	60	285	0	0	0	0	0	180	15	0	0	0
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	66	313	0	0	0	0	0	198	16	0	0	0
Number of Lanes	0	2	0	0	0	0	0	2	0	0	0	0

Approach	EB	NB
Opposing Approach		
Opposing Lanes	0	0
Conflicting Approach Left		EB
Conflicting Lanes Left	0	2
Conflicting Approach Right	NB	
Conflicting Lanes Right	2	0
HCM Control Delay	9.9	9.3
HCM LOS	A	A

Lane	NBLn1	NBLn2	EBLn1	EBLn2
Vol Left, %	0%	0%	39%	0%
Vol Thru, %	100%	80%	61%	100%
Vol Right, %	0%	20%	0%	0%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	120	75	155	190
LT Vol	0	0	60	0
Through Vol	120	60	95	190
RT Vol	0	15	0	0
Lane Flow Rate	132	82	170	209
Geometry Grp	7	7	7	7
Degree of Util (X)	0.201	0.122	0.251	0.296
Departure Headway (Hd)	5.478	5.337	5.295	5.101
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	655	671	678	704
Service Time	3.214	3.073	3.029	2.835
HCM Lane V/C Ratio	0.202	0.122	0.251	0.297
HCM Control Delay	9.6	8.8	9.8	10
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.7	0.4	1	1.2



Davis Highway/MLK Drive Two-Way Conversion Study  
17: N Davis Hwy & E Maxwell Street

03/25/2020

Intersection												
Int Delay, s/veh	0											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations					↑↑	↑		↑↑				
Traffic Vol, veh/h	0	0	0	0	290	15	35	205	0	0	0	0
Future Vol, veh/h	0	0	0	0	290	15	35	205	0	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	0	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	16965	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	0	0	319	16	38	225	0	0	0	0

Major/Minor	Minor1		Major1	
Conflicting Flow All	-	301	113	0
Stage 1	-	301	-	-
Stage 2	-	0	-	-
Critical Hdwy	-	6.54	6.94	4.14
Critical Hdwy Stg 1	-	5.54	-	-
Critical Hdwy Stg 2	-	-	-	-
Follow-up Hdwy	-	4.02	3.32	2.22
Pot Cap-1 Maneuver	0	610	918	-
Stage 1	0	664	-	-
Stage 2	0	-	-	-
Platoon blocked, %				-
Mov Cap-1 Maneuver	-	0	918	-
Mov Cap-2 Maneuver	-	0	-	-
Stage 1	-	0	-	-
Stage 2	-	0	-	-

Approach	WB	NB
HCM Control Delay, s		
HCM LOS	-	
Minor Lane/Major Mvmt	NBL	NBTWBLn1WBLn2WBLn3
Capacity (veh/h)	-	-
HCM Lane V/C Ratio	-	-
HCM Control Delay (s)	-	-
HCM Lane LOS	-	-
HCM 95th %tile Q(veh)	-	-

Davis Highway/MLK Drive Two-Way Conversion Study  
18: N Davis Hwy & E Cross St

03/25/2020

Intersection

Int Delay, s/veh 5.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔				
Traffic Vol, veh/h	35	65	0	0	70	20	25	195	10	0	0	0
Future Vol, veh/h	35	65	0	0	70	20	25	195	10	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	16965	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	38	71	0	0	77	22	27	214	11	0	0	0

Major/Minor	Minor2		Minor1		Major1					
Conflicting Flow All	200	279	-	-	274	113	0	0	0	
Stage 1	0	0	-	-	274	-	-	-	-	
Stage 2	200	279	-	-	0	-	-	-	-	
Critical Hdwy	7.54	6.54	-	-	6.54	6.94	4.14	-	-	
Critical Hdwy Stg 1	-	-	-	-	5.54	-	-	-	-	
Critical Hdwy Stg 2	6.54	5.54	-	-	-	-	-	-	-	
Follow-up Hdwy	3.52	4.02	-	-	4.02	3.32	2.22	-	-	
Pot Cap-1 Maneuver	741	628	0	0	632	918	-	-	-	
Stage 1	-	-	0	0	682	-	-	-	-	
Stage 2	783	678	0	0	-	-	-	-	-	
Platoon blocked, %								-	-	
Mov Cap-1 Maneuver	656	628	-	-	632	918	-	-	-	
Mov Cap-2 Maneuver	656	628	-	-	632	-	-	-	-	
Stage 1	-	-	-	-	682	-	-	-	-	
Stage 2	678	678	-	-	-	-	-	-	-	

Approach	EB	WB	NB
HCM Control Delay, s	11.8	11.2	
HCM LOS	B	B	

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1
Capacity (veh/h)	-	-	-	638 679
HCM Lane V/C Ratio	-	-	-	0.172 0.146
HCM Control Delay (s)	-	-	-	11.8 11.2
HCM Lane LOS	-	-	-	B B
HCM 95th %tile Q(veh)	-	-	-	0.6 0.5

# Davis Highway/MLK Drive Two-Way Conversion Study

## 19: N Davis Hwy & E Texar Dr

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	145	350	0	0	355	100	35	155	35	0	0	0
Future Volume (veh/h)	145	350	0	0	355	100	35	155	35	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach	No			No			No					
Adj Sat Flow, veh/h/ln	1870	1870	0	0	1870	1870	1900	1870	1900			
Adj Flow Rate, veh/h	159	385	0	0	390	110	38	170	38			
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91			
Percent Heavy Veh, %	2	2	0	0	2	2	0	2	0			
Cap, veh/h	860	2552	0	0	701	195	49	227	53			
Arrive On Green	0.74	1.00	0.00	0.00	0.26	0.26	0.09	0.09	0.09			
Sat Flow, veh/h	1781	3647	0	0	2838	765	539	2492	578			
Grp Volume(v), veh/h	159	385	0	0	251	249	130	0	116			
Grp Sat Flow(s),veh/h/ln	1781	1777	0	0	1777	1733	1843	0	1766			
Q Serve(g_s), s	0.0	0.0	0.0	0.0	8.0	8.1	4.5	0.0	4.2			
Cycle Q Clear(g_c), s	0.0	0.0	0.0	0.0	8.0	8.1	4.5	0.0	4.2			
Prop In Lane	1.00		0.00	0.00		0.44	0.29		0.33			
Lane Grp Cap(c), veh/h	860	2552	0	0	454	442	168	0	161			
V/C Ratio(X)	0.18	0.15	0.00	0.00	0.55	0.56	0.77	0.00	0.72			
Avail Cap(c_a), veh/h	860	2552	0	0	454	442	681	0	652			
HCM Platoon Ratio	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Upstream Filter(I)	0.96	0.96	0.00	0.00	1.00	1.00	1.00	0.00	1.00			
Uniform Delay (d), s/veh	4.1	0.0	0.0	0.0	21.0	21.0	28.9	0.0	28.7			
Incr Delay (d2), s/veh	0.1	0.0	0.0	0.0	4.8	5.1	7.3	0.0	5.9			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(50%),veh/ln	0.5	0.0	0.0	0.0	3.6	3.6	2.2	0.0	1.9			
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	4.2	0.0	0.0	0.0	25.8	26.1	36.2	0.0	34.7			
LnGrp LOS	A	A	A	A	C	C	D	A	C			
Approach Vol, veh/h	544			500			246					
Approach Delay, s/veh	1.2			26.0			35.5					
Approach LOS	A			C			D					
Timer - Assigned Phs	1	2		4		6						
Phs Duration (G+Y+Rc), s	30.1	22.6		12.3		52.7						
Change Period (Y+Rc), s	6.0	6.0		6.4		6.0						
Max Green Setting (Gmax), s	6.0	16.6		24.0		28.6						
Max Q Clear Time (g_c+I1), s	2.0	10.1		2.0		2.0						
Green Ext Time (p_c), s	0.1	2.0		1.3		3.4						

### Intersection Summary

HCM 6th Ctrl Delay	17.4
HCM 6th LOS	B

Davis Highway/MLK Drive Two-Way Conversion Study  
20: N Davis Hwy & Hart Dr

03/25/2020

Intersection												
Int Delay, s/veh	1.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔				
Traffic Vol, veh/h	10	20	0	0	15	10	10	355	10	0	0	0
Future Vol, veh/h	10	20	0	0	15	10	10	355	10	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	16965	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	11	22	0	0	16	11	11	390	11	0	0	0

Major/Minor	Minor2		Minor1		Major1						
Conflicting Flow All	225	423	-	-	418	201	0	0	0		
Stage 1	0	0	-	-	418	-	-	-	-		
Stage 2	225	423	-	-	0	-	-	-	-		
Critical Hdwy	7.54	6.54	-	-	6.54	6.94	4.14	-	-		
Critical Hdwy Stg 1	-	-	-	-	5.54	-	-	-	-		
Critical Hdwy Stg 2	6.54	5.54	-	-	-	-	-	-	-		
Follow-up Hdwy	3.52	4.02	-	-	4.02	3.32	2.22	-	-		
Pot Cap-1 Maneuver	711	521	0	0	524	806	-	-	-		
Stage 1	-	-	0	0	589	-	-	-	-		
Stage 2	757	586	0	0	-	-	-	-	-		
Platoon blocked, %								-	-		
Mov Cap-1 Maneuver	685	521	-	-	524	806	-	-	-		
Mov Cap-2 Maneuver	685	521	-	-	524	-	-	-	-		
Stage 1	-	-	-	-	589	-	-	-	-		
Stage 2	726	586	-	-	-	-	-	-	-		

Approach	EB		WB		NB		
HCM Control Delay, s	11.8		11.2				
HCM LOS	B		B				

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	
Capacity (veh/h)	-	-	-	566	609
HCM Lane V/C Ratio	-	-	-	0.058	0.045
HCM Control Delay (s)	-	-	-	11.8	11.2
HCM Lane LOS	-	-	-	B	B
HCM 95th %tile Q(veh)	-	-	-	0.2	0.1

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HCM 6th Edition methodology expects strict NEMA phasing.

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HCM 6th Edition cannot analyze u-turn movements.

# Davis Highway/MLK Drive Two-Way Conversion Study

## 1: Alcaniz St & E Gregory Street

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBL	SBT
Lane Configurations					←↑↑↑			↓	↑↑↑			↑↑↑
Traffic Volume (vph)	0	0	0	340	550	30	10	25	210	0	0	235
Future Volume (vph)	0	0	0	340	550	30	10	25	210	0	0	235
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)					6.0			6.0	6.0			6.0
Lane Util. Factor					0.91			1.00	0.91			0.91
Frt					1.00			1.00	1.00			0.97
Flt Protected					0.98			0.95	1.00			1.00
Satd. Flow (prot)					4968			1770	5085			4951
Flt Permitted					0.98			0.95	1.00			1.00
Satd. Flow (perm)					4968			1770	5085			4951
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	0	0	0	374	604	33	11	27	231	0	0	258
RTOR Reduction (vph)	0	0	0	0	4	0	0	0	0	0	0	45
Lane Group Flow (vph)	0	0	0	0	1007	0	0	38	231	0	0	268
Turn Type				Perm	NA		Prot	Prot	NA			NA
Protected Phases					2		7	7	4			8
Permitted Phases				2								
Actuated Green, G (s)					25.8			1.8	17.7			9.9
Effective Green, g (s)					25.8			1.8	17.7			9.9
Actuated g/C Ratio					0.46			0.03	0.32			0.18
Clearance Time (s)					6.0			6.0	6.0			6.0
Vehicle Extension (s)					5.0			3.0	4.0			4.0
Lane Grp Cap (vph)					2309			57	1621			883
v/s Ratio Prot								c0.02	0.05			c0.05
v/s Ratio Perm					0.20							
v/c Ratio					0.44			0.67	0.14			0.30
Uniform Delay, d1					10.0			26.6	13.5			19.8
Progression Factor					1.00			1.00	1.00			1.00
Incremental Delay, d2					0.3			25.7	0.1			0.3
Delay (s)					10.2			52.2	13.5			20.1
Level of Service					B			D	B			C
Approach Delay (s)		0.0			10.2				19.0			20.1
Approach LOS		A			B				B			C

### Intersection Summary

HCM 2000 Control Delay	13.7	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.41		
Actuated Cycle Length (s)	55.5	Sum of lost time (s)	18.0
Intersection Capacity Utilization	43.7%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group

Davis Highway/MLK Drive Two-Way Conversion Study  
1: Alcaniz St & E Gregory Street

03/25/2020

Movement	SBR
Approach Configurations	
Traffic Volume (vph)	50
Future Volume (vph)	50
Ideal Flow (vphpl)	1900
Total Lost time (s)	
Lane Util. Factor	
Frt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.91
Adj. Flow (vph)	55
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	















Intersection has too many lanes per leg.

HCM All-Way analysis is limited to two lanes per leg.

Channelized right turn lanes are not counted.





















Davis Highway/MLK Drive Two-Way Conversion Study  
3: Alcaniz St/Martin Luther King Jr Dr & E Cervantes St

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑		↑	↑↑						↑↑	↑
Traffic Volume (vph)	0	1270	115	140	1380	0	0	0	0	50	40	70
Future Volume (vph)	0	1270	115	140	1380	0	0	0	0	50	40	70
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0		6.0	6.0						6.0	6.0
Lane Util. Factor		0.95		1.00	0.95						0.95	1.00
Frt		0.99		1.00	1.00						1.00	0.85
Flt Protected		1.00		0.95	1.00						0.97	1.00
Satd. Flow (prot)		3495		1770	3539						3444	1583
Flt Permitted		1.00		0.09	1.00						0.97	1.00
Satd. Flow (perm)		3495		168	3539						3444	1583
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	0	1396	126	154	1516	0	0	0	0	55	44	77
RTOR Reduction (vph)	0	4	0	0	0	0	0	0	0	0	0	54
Lane Group Flow (vph)	0	1518	0	154	1516	0	0	0	0	0	99	23
Turn Type		NA		pm+pt	NA					Perm	NA	Perm
Protected Phases		2		1	6						4	
Permitted Phases				6						4		4
Actuated Green, G (s)		92.4		109.0	109.0						29.0	29.0
Effective Green, g (s)		92.4		109.0	109.0						29.0	29.0
Actuated g/C Ratio		0.62		0.73	0.73						0.19	0.19
Clearance Time (s)		6.0		6.0	6.0						6.0	6.0
Vehicle Extension (s)		5.0		2.5	5.0						2.5	2.5
Lane Grp Cap (vph)		2152		235	2571						665	306
v/s Ratio Prot		c0.43		0.05	c0.43							
v/s Ratio Perm				0.43							0.03	0.01
v/c Ratio		0.71		0.66	0.59						0.15	0.08
Uniform Delay, d1		19.6		20.0	9.8						50.2	49.5
Progression Factor		0.89		2.27	0.56						1.00	1.00
Incremental Delay, d2		1.2		4.7	0.8						0.5	0.5
Delay (s)		18.6		50.1	6.3						50.7	50.0
Level of Service		B		D	A						D	D
Approach Delay (s)		18.6			10.4			0.0			50.4	
Approach LOS		B			B			A			D	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			16.2			HCM 2000 Level of Service				B		
HCM 2000 Volume to Capacity ratio			0.59									
Actuated Cycle Length (s)			150.0			Sum of lost time (s)				18.0		
Intersection Capacity Utilization			65.7%			ICU Level of Service				C		
Analysis Period (min)			15									
c Critical Lane Group												


















Davis Highway/MLK Drive Two-Way Conversion Study  
4: Haynes St/I-110 NB On Ramp & E Cervantes St

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		 			 							
Traffic Volume (vph)	360	1350	0	0	1175	275	20	40	35	0	0	0
Future Volume (vph)	360	1350	0	0	1175	275	20	40	35	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0			6.0		6.0	6.0	6.0			
Lane Util. Factor	1.00	0.95			0.95		1.00	1.00	1.00			
Frt	1.00	1.00			0.97		1.00	1.00	0.85			
Flt Protected	0.95	1.00			1.00		0.95	1.00	1.00			
Satd. Flow (prot)	1770	3539			3439		1770	1863	1583			
Flt Permitted	0.09	1.00			1.00		0.95	1.00	1.00			
Satd. Flow (perm)	169	3539			3439		1770	1863	1583			
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	396	1484	0	0	1291	302	22	44	38	0	0	0
RTOR Reduction (vph)	0	0	0	0	10	0	0	0	36	0	0	0
Lane Group Flow (vph)	396	1484	0	0	1583	0	22	44	2	0	0	0
Turn Type	pm+pt	NA			NA		Perm	NA	Perm			
Protected Phases	1	6			2			4				
Permitted Phases	6						4		4			
Actuated Green, G (s)	130.6	130.6			94.2		7.4	7.4	7.4			
Effective Green, g (s)	130.6	130.6			94.2		7.4	7.4	7.4			
Actuated g/C Ratio	0.87	0.87			0.63		0.05	0.05	0.05			
Clearance Time (s)	6.0	6.0			6.0		6.0	6.0	6.0			
Vehicle Extension (s)	2.5	5.0			5.0		2.5	2.5	2.5			
Lane Grp Cap (vph)	471	3081			2159		87	91	78			
v/s Ratio Prot	c0.17	0.42			0.46			c0.02				
v/s Ratio Perm	c0.56						0.01		0.00			
v/c Ratio	0.84	0.48			0.73		0.25	0.48	0.02			
Uniform Delay, d1	30.6	2.2			19.2		68.6	69.4	67.9			
Progression Factor	1.00	1.00			0.47		1.00	1.00	1.00			
Incremental Delay, d2	12.6	0.2			1.9		1.1	2.9	0.1			
Delay (s)	43.2	2.4			10.9		69.8	72.4	68.0			
Level of Service	D	A			B		E	E	E			
Approach Delay (s)		11.0			10.9			70.2			0.0	
Approach LOS		B			B			E			A	
Intersection Summary												
HCM 2000 Control Delay	12.7				HCM 2000 Level of Service				B			
HCM 2000 Volume to Capacity ratio	0.84											
Actuated Cycle Length (s)	150.0				Sum of lost time (s)				18.0			
Intersection Capacity Utilization	79.5%				ICU Level of Service				D			
Analysis Period (min)	15											
c Critical Lane Group												

Davis Highway/MLK Drive Two-Way Conversion Study  
5: Martin Luther King Jr Dr & E Blount St















03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	0	120	15	15	240	0	0	0	0	15	110	30
Future Volume (vph)	0	120	15	15	240	0	0	0	0	15	110	30
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0		6.0	6.0						6.0	
Lane Util. Factor		1.00		1.00	1.00						0.95	
Frt		0.99		1.00	1.00						0.97	
Flt Protected		1.00		0.95	1.00						1.00	
Satd. Flow (prot)		1836		1770	1863						3420	
Flt Permitted		1.00		0.66	1.00						1.00	
Satd. Flow (perm)		1836		1235	1863						3420	
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	0	132	16	16	264	0	0	0	0	16	121	33
RTOR Reduction (vph)	0	9	0	0	0	0	0	0	0	0	15	0
Lane Group Flow (vph)	0	139	0	16	264	0	0	0	0	0	155	0
Turn Type		NA		Perm	NA					Perm	NA	
Protected Phases		4			4						2	
Permitted Phases				4						2		
Actuated Green, G (s)		16.6		16.6	16.6						36.4	
Effective Green, g (s)		16.6		16.6	16.6						36.4	
Actuated g/C Ratio		0.26		0.26	0.26						0.56	
Clearance Time (s)		6.0		6.0	6.0						6.0	
Vehicle Extension (s)		4.0		4.0	4.0						4.0	
Lane Grp Cap (vph)		468		315	475						1915	
v/s Ratio Prot		0.08			c0.14							
v/s Ratio Perm				0.01							0.05	
v/c Ratio		0.30		0.05	0.56						0.08	
Uniform Delay, d1		19.5		18.3	21.0						6.6	
Progression Factor		1.00		0.40	0.36						1.00	
Incremental Delay, d2		0.5		0.1	1.7						0.1	
Delay (s)		20.0		7.4	9.2						6.7	
Level of Service		B		A	A						A	
Approach Delay (s)		20.0			9.1			0.0			6.7	
Approach LOS		B			A			A			A	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			11.1			HCM 2000 Level of Service				B		
HCM 2000 Volume to Capacity ratio			0.23									
Actuated Cycle Length (s)			65.0			Sum of lost time (s)				12.0		
Intersection Capacity Utilization			47.3%			ICU Level of Service				A		
Analysis Period (min)			15									
c Critical Lane Group												

# Davis Highway/MLK Drive Two-Way Conversion Study

## 6: Martin Luther King Jr Dr & E Jordan St

03/25/2020


												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Traffic Volume (vph)	0	320	35	0	0	0	0	0	0	25	120	0
Future Volume (vph)	0	320	35	0	0	0	0	0	0	25	120	0
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Hourly flow rate (vph)	0	352	38	0	0	0	0	0	0	27	132	0
Direction, Lane #	EB 1	EB 2	SB 1	SB 2								
Volume Total (vph)	235	155	71	88								
Volume Left (vph)	0	0	27	0								
Volume Right (vph)	0	38	0	0								
Hadj (s)	0.03	-0.14	0.22	0.03								
Departure Headway (s)	5.0	4.8	5.7	5.5								
Degree Utilization, x	0.32	0.21	0.11	0.13								
Capacity (veh/h)	699	727	604	623								
Control Delay (s)	9.2	7.9	8.2	8.1								
Approach Delay (s)	8.6		8.1									
Approach LOS	A		A									
Intersection Summary												
Delay			8.5									
Level of Service			A									
Intersection Capacity Utilization			20.7%		ICU Level of Service					A		
Analysis Period (min)			15									

Intersection Sign configuration not allowed in HCM analysis.

# Davis Highway/MLK Drive Two-Way Conversion Study




















## 8: Haynes St/I-110 NB & E Maxwell Street

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations					↑↑	↑↑	↑↑	↑				
Traffic Volume (vph)	0	0	0	0	175	180	20	255	0	0	0	0
Future Volume (vph)	0	0	0	0	175	180	20	255	0	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)					12.0	12.0	6.0	6.0				
Lane Util. Factor					0.95	1.00	1.00	1.00				
Frt					1.00	0.85	1.00	1.00				
Flt Protected					1.00	1.00	0.95	1.00				
Satd. Flow (prot)					3539	1583	1770	1863				
Flt Permitted					1.00	1.00	0.95	1.00				
Satd. Flow (perm)					3539	1583	1770	1863				
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	0	0	0	0	192	198	22	280	0	0	0	0
RTOR Reduction (vph)	0	0	0	0	0	141	11	0	0	0	0	0
Lane Group Flow (vph)	0	0	0	0	192	57	11	280	0	0	0	0
Turn Type					NA	Perm	Perm	NA				
Protected Phases					4 1			2				
Permitted Phases						4 1	2					
Actuated Green, G (s)					37.2	37.2	53.3	53.3				
Effective Green, g (s)					31.2	31.2	53.3	53.3				
Actuated g/C Ratio					0.29	0.29	0.49	0.49				
Clearance Time (s)							6.0	6.0				
Vehicle Extension (s)							4.0	4.0				
Lane Grp Cap (vph)					1017	455	869	915				
v/s Ratio Prot					c0.05			c0.15				
v/s Ratio Perm						0.04	0.01					
v/c Ratio					0.19	0.13	0.01	0.31				
Uniform Delay, d1					29.1	28.6	14.1	16.5				
Progression Factor					0.26	0.40	1.00	1.00				
Incremental Delay, d2					0.2	0.3	0.0	0.9				
Delay (s)					7.7	11.7	14.2	17.4				
Level of Service					A	B	B	B				
Approach Delay (s)		0.0			9.7			17.2			0.0	
Approach LOS		A			A			B			A	
<b>Intersection Summary</b>												
HCM 2000 Control Delay		13.0			HCM 2000 Level of Service					B		
HCM 2000 Volume to Capacity ratio		0.26										
Actuated Cycle Length (s)		108.5			Sum of lost time (s)					24.0		
Intersection Capacity Utilization		39.6%			ICU Level of Service					A		
Analysis Period (min)		15										
c Critical Lane Group												

Davis Highway/MLK Drive Two-Way Conversion Study  
9: Martin Luther King Jr Dr & E Maxwell Street

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations					  						  	
Traffic Volume (vph)	0	0	0	10	315	0	0	0	0	0	135	40
Future Volume (vph)	0	0	0	10	315	0	0	0	0	0	135	40
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)					12.0						6.0	6.0
Lane Util. Factor					0.91						0.95	1.00
Frt					1.00						1.00	0.85
Flt Protected					1.00						1.00	1.00
Satd. Flow (prot)					5077						3539	1583
Flt Permitted					1.00						1.00	1.00
Satd. Flow (perm)					5077						3539	1583
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	0	0	0	11	346	0	0	0	0	0	148	44
RTOR Reduction (vph)	0	0	0	0	62	0	0	0	0	0	0	0
Lane Group Flow (vph)	0	0	0	0	295	0	0	0	0	0	148	44
Turn Type				Perm	NA						NA	custom
Protected Phases					4						6	
Permitted Phases				4								1
Actuated Green, G (s)					19.4						71.1	11.8
Effective Green, g (s)					19.4						71.1	11.8
Actuated g/C Ratio					0.18						0.66	0.11
Clearance Time (s)					12.0						6.0	6.0
Vehicle Extension (s)					5.0						4.0	4.0
Lane Grp Cap (vph)					907						2319	172
v/s Ratio Prot											c0.04	
v/s Ratio Perm					0.06							c0.03
v/c Ratio					0.32						0.06	0.26
Uniform Delay, d1					38.8						6.7	44.3
Progression Factor					1.00						1.00	1.00
Incremental Delay, d2					0.4						0.0	1.1
Delay (s)					39.3						6.7	45.4
Level of Service					D						A	D
Approach Delay (s)		0.0			39.3			0.0			15.6	
Approach LOS		A			D			A			B	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			31.0									HCM 2000 Level of Service C
HCM 2000 Volume to Capacity ratio			0.15									
Actuated Cycle Length (s)			108.5								24.0	
Intersection Capacity Utilization			25.5%									ICU Level of Service A
Analysis Period (min)			15									
c Critical Lane Group												

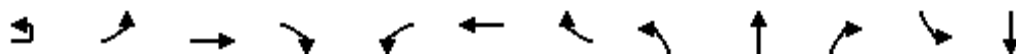


Intersection Sign configuration not allowed in HCM analysis.

# Davis Highway/MLK Drive Two-Way Conversion Study

## 11: Martin Luther King Jr Dr & E Texar Dr

03/25/2020



















Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations			↑↑		↖	↑↑						↑↑
Traffic Volume (vph)	15	0	415	80	30	360	0	0	0	0	80	155
Future Volume (vph)	15	0	415	80	30	360	0	0	0	0	80	155
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)			6.0		6.0	6.0						6.2
Lane Util. Factor			0.95		1.00	0.95						0.95
Frt			0.98		1.00	1.00						0.96
Flt Protected			1.00		0.95	1.00						0.99
Satd. Flow (prot)			3451		1770	3539						3346
Flt Permitted			0.94		0.44	1.00						0.99
Satd. Flow (perm)			3246		816	3539						3346
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	16	0	456	88	33	396	0	0	0	0	88	170
RTOR Reduction (vph)	0	0	16	0	0	0	0	0	0	0	0	85
Lane Group Flow (vph)	0	0	544	0	33	396	0	0	0	0	0	277
Turn Type	Perm		NA		pm+pt	NA					Perm	NA
Protected Phases			6		5	2						8
Permitted Phases	6				2						8	
Actuated Green, G (s)			32.6		41.0	41.0						11.8
Effective Green, g (s)			32.6		41.0	41.0						11.8
Actuated g/C Ratio			0.50		0.63	0.63						0.18
Clearance Time (s)			6.0		6.0	6.0						6.2
Vehicle Extension (s)			4.0		3.0	3.0						4.0
Lane Grp Cap (vph)			1627		549	2232						607
v/s Ratio Prot					0.00	c0.11						
v/s Ratio Perm			c0.17		0.04							0.08
v/c Ratio			0.33		0.06	0.18						0.46
Uniform Delay, d1			9.7		4.7	5.0						23.7
Progression Factor			1.00		0.33	0.36						0.71
Incremental Delay, d2			0.6		0.0	0.0						0.7
Delay (s)			10.3		1.6	1.8						17.6
Level of Service			B		A	A						B
Approach Delay (s)			10.3			1.8			0.0			17.6
Approach LOS			B			A			A			B
Intersection Summary												
HCM 2000 Control Delay			9.5		HCM 2000 Level of Service				A			
HCM 2000 Volume to Capacity ratio			0.37									
Actuated Cycle Length (s)			65.0		Sum of lost time (s)				18.2			
Intersection Capacity Utilization			44.3%		ICU Level of Service				A			
Analysis Period (min)			15									
c Critical Lane Group												

Movement	SBR
Lane Configurations	
Traffic Volume (vph)	95
Future Volume (vph)	95
Ideal Flow (vphpl)	1900
Total Lost time (s)	
Lane Util. Factor	
Frt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.91
Adj. Flow (vph)	104
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	

Davis Highway/MLK Drive Two-Way Conversion Study  
12: Martin Luther King Jr Dr & Hart Dr





















03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations											 	
Traffic Volume (veh/h)	0	10	10	15	10	0	0	0	0	20	330	0
Future Volume (Veh/h)	0	10	10	15	10	0	0	0	0	20	330	0
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Hourly flow rate (vph)	0	11	11	16	11	0	0	0	0	22	363	0
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type	None								None			
Median storage veh												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	412	407	182	242	407	0	363	0				
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	412	407	182	242	407	0	363	0				
tC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1	4.1				
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2	2.2				
p0 queue free %	100	98	99	98	98	100	100	99				
cM capacity (veh/h)	510	525	830	665	525	1084	1192	1622				
Direction, Lane #	EB 1	WB 1	SB 1	SB 2								
Volume Total	22	27	204	182								
Volume Left	0	16	22	0								
Volume Right	11	0	0	0								
cSH	643	600	1622	1700								
Volume to Capacity	0.03	0.05	0.01	0.11								
Queue Length 95th (ft)	3	4	1	0								
Control Delay (s)	10.8	11.3	0.9	0.0								
Lane LOS	B	B	A									
Approach Delay (s)	10.8	11.3	0.5									
Approach LOS	B	B										
Intersection Summary												
Average Delay			1.7									
Intersection Capacity Utilization			24.4%	ICU Level of Service					A			
Analysis Period (min)			15									

Intersection Sign configuration not allowed in HCM analysis.

Davis Highway/MLK Drive Two-Way Conversion Study  
14: N Davis Hwy & E Cervantes St


















03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		 			 			 				
Traffic Volume (vph)	70	1250	0	0	1445	35	75	50	105	0	0	0
Future Volume (vph)	70	1250	0	0	1445	35	75	50	105	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.5			6.5			6.0	6.0			
Lane Util. Factor	1.00	0.95			0.95			0.95	1.00			
Frt	1.00	1.00			1.00			1.00	0.85			
Flt Protected	0.95	1.00			1.00			0.97	1.00			
Satd. Flow (prot)	1770	3539			3527			3436	1583			
Flt Permitted	0.12	1.00			1.00			0.97	1.00			
Satd. Flow (perm)	226	3539			3527			3436	1583			
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	77	1374	0	0	1588	38	82	55	115	0	0	0
RTOR Reduction (vph)	0	0	0	0	1	0	0	0	85	0	0	0
Lane Group Flow (vph)	77	1374	0	0	1625	0	0	137	30	0	0	0
Turn Type	pm+pt	NA			NA		Perm	NA	Perm			
Protected Phases	1	6			2			4				
Permitted Phases	6						4		4			
Actuated Green, G (s)	126.7	126.2			115.2			11.3	11.3			
Effective Green, g (s)	126.7	126.2			115.2			11.3	11.3			
Actuated g/C Ratio	0.84	0.84			0.77			0.08	0.08			
Clearance Time (s)	6.0	6.5			6.5			6.0	6.0			
Vehicle Extension (s)	2.5	5.0			5.0			3.0	3.0			
Lane Grp Cap (vph)	242	2977			2708			258	119			
v/s Ratio Prot	0.01	c0.39			c0.46							
v/s Ratio Perm	0.26							0.04	0.02			
v/c Ratio	0.32	0.46			0.60			0.53	0.25			
Uniform Delay, d1	10.7	3.1			7.5			66.8	65.4			
Progression Factor	0.33	0.02			1.00			1.00	1.00			
Incremental Delay, d2	0.4	0.2			1.0			2.1	1.1			
Delay (s)	3.9	0.2			8.5			68.9	66.5			
Level of Service	A	A			A			E	E			
Approach Delay (s)		0.4			8.5			67.8			0.0	
Approach LOS		A			A			E			A	
<b>Intersection Summary</b>												
HCM 2000 Control Delay		9.5			HCM 2000 Level of Service			A				
HCM 2000 Volume to Capacity ratio		0.60										
Actuated Cycle Length (s)		150.0			Sum of lost time (s)			18.5				
Intersection Capacity Utilization		65.7%			ICU Level of Service			C				
Analysis Period (min)		15										
c Critical Lane Group												

# Davis Highway/MLK Drive Two-Way Conversion Study















## 15: N Davis Hwy & E Blount St

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	15	120	0	0	235	20	20	145	10	0	0	0
Future Volume (vph)	15	120	0	0	235	20	20	145	10	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	7.5	7.5			7.5			7.5				
Lane Util. Factor	1.00	1.00			1.00			0.95				
Frt	1.00	1.00			0.99			0.99				
Flt Protected	0.95	1.00			1.00			0.99				
Satd. Flow (prot)	1770	1863			1843			3489				
Flt Permitted	0.54	1.00			1.00			0.99				
Satd. Flow (perm)	1005	1863			1843			3489				
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	16	132	0	0	258	22	22	159	11	0	0	0
RTOR Reduction (vph)	0	0	0	0	6	0	0	5	0	0	0	0
Lane Group Flow (vph)	16	132	0	0	274	0	0	187	0	0	0	0
Turn Type	Perm	NA			NA		Perm	NA				
Protected Phases		4			4			2				
Permitted Phases	4						2					
Actuated Green, G (s)	16.8	16.8			16.8			33.2				
Effective Green, g (s)	16.8	16.8			16.8			33.2				
Actuated g/C Ratio	0.26	0.26			0.26			0.51				
Clearance Time (s)	7.5	7.5			7.5			7.5				
Vehicle Extension (s)	4.0	4.0			4.0			4.0				
Lane Grp Cap (vph)	259	481			476			1782				
v/s Ratio Prot		0.07			c0.15							
v/s Ratio Perm	0.02							0.05				
v/c Ratio	0.06	0.27			0.58			0.10				
Uniform Delay, d1	18.2	19.2			21.0			8.2				
Progression Factor	0.59	0.79			1.00			1.00				
Incremental Delay, d2	0.1	0.4			2.0			0.1				
Delay (s)	10.9	15.7			23.0			8.3				
Level of Service	B	B			C			A				
Approach Delay (s)		15.2			23.0			8.3			0.0	
Approach LOS		B			C			A			A	
<b>Intersection Summary</b>												
HCM 2000 Control Delay		16.6			HCM 2000 Level of Service			B				
HCM 2000 Volume to Capacity ratio		0.26										
Actuated Cycle Length (s)		65.0			Sum of lost time (s)			15.0				
Intersection Capacity Utilization		47.3%			ICU Level of Service			A				
Analysis Period (min)		15										
c Critical Lane Group												

Davis Highway/MLK Drive Two-Way Conversion Study  
16: N Davis Hwy & E Jordan St

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Traffic Volume (vph)	60	285	0	0	0	0	0	180	15	0	0	0
Future Volume (vph)	60	285	0	0	0	0	0	180	15	0	0	0
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Hourly flow rate (vph)	66	313	0	0	0	0	0	198	16	0	0	0
Direction, Lane #	EB 1	EB 2	NB 1	NB 2								
Volume Total (vph)	170	209	132	82								
Volume Left (vph)	66	0	0	0								
Volume Right (vph)	0	0	0	16								
Hadj (s)	0.23	0.03	0.03	-0.10								
Departure Headway (s)	5.3	5.1	5.5	5.3								
Degree Utilization, x	0.25	0.30	0.20	0.12								
Capacity (veh/h)	653	683	625	638								
Control Delay (s)	8.9	9.1	8.7	7.9								
Approach Delay (s)	9.0		8.4									
Approach LOS	A		A									
Intersection Summary												
Delay			8.8									
Level of Service			A									
Intersection Capacity Utilization			21.7%		ICU Level of Service				A			
Analysis Period (min)			15									



















Intersection Sign configuration not allowed in HCM analysis.

Intersection Sign configuration not allowed in HCM analysis.

















Davis Highway/MLK Drive Two-Way Conversion Study  
19: N Davis Hwy & E Texar Dr

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	145	350	0	0	355	100	35	155	35	0	0	0
Future Volume (vph)	145	350	0	0	355	100	35	155	35	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0			6.0			6.4				
Lane Util. Factor	1.00	0.95			0.95			0.95				
Frt	1.00	1.00			0.97			0.98				
Flt Protected	0.95	1.00			1.00			0.99				
Satd. Flow (prot)	1770	3539			3422			3431				
Flt Permitted	0.47	1.00			1.00			0.99				
Satd. Flow (perm)	873	3539			3422			3431				
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	159	385	0	0	390	110	38	170	38	0	0	0
RTOR Reduction (vph)	0	0	0	0	27	0	0	32	0	0	0	0
Lane Group Flow (vph)	159	385	0	0	474	0	0	214	0	0	0	0
Turn Type	pm+pt	NA			NA		Perm	NA				
Protected Phases	1	6			2			4				
Permitted Phases	6						4					
Actuated Green, G (s)	43.3	43.3			32.5			9.3				
Effective Green, g (s)	43.3	43.3			32.5			9.3				
Actuated g/C Ratio	0.67	0.67			0.50			0.14				
Clearance Time (s)	6.0	6.0			6.0			6.4				
Vehicle Extension (s)	3.0	4.0			4.0			3.0				
Lane Grp Cap (vph)	647	2357			1711			490				
v/s Ratio Prot	c0.02	0.11			c0.14							
v/s Ratio Perm	0.15							0.06				
v/c Ratio	0.25	0.16			0.28			0.44				
Uniform Delay, d1	4.4	4.1			9.4			25.5				
Progression Factor	0.29	0.34			1.00			1.00				
Incremental Delay, d2	0.2	0.0			0.4			0.6				
Delay (s)	1.5	1.4			9.8			26.1				
Level of Service	A	A			A			C				
Approach Delay (s)		1.4			9.8			26.1			0.0	
Approach LOS		A			A			C			A	
<b>Intersection Summary</b>												
HCM 2000 Control Delay		9.4			HCM 2000 Level of Service			A				
HCM 2000 Volume to Capacity ratio		0.31										
Actuated Cycle Length (s)		65.0			Sum of lost time (s)			18.4				
Intersection Capacity Utilization		44.3%			ICU Level of Service			A				
Analysis Period (min)		15										
c Critical Lane Group												

Davis Highway/MLK Drive Two-Way Conversion Study  
20: N Davis Hwy & Hart Dr

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations								 				
Traffic Volume (veh/h)	10	20	0	0	15	10	10	355	10	0	0	0
Future Volume (Veh/h)	10	20	0	0	15	10	10	355	10	0	0	0
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Hourly flow rate (vph)	11	22	0	0	16	11	11	390	11	0	0	0
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage veh												
Upstream signal (ft)											414	
pX, platoon unblocked												
vC, conflicting volume	236	423	0	428	418	200	0			401		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	236	423	0	428	418	200	0			401		
tC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	98	96	100	100	97	99	99			100		
cM capacity (veh/h)	669	518	1084	491	521	807	1622			1154		
Direction, Lane #	EB 1	WB 1	NB 1	NB 2								
Volume Total	33	27	206	206								
Volume Left	11	0	11	0								
Volume Right	0	11	0	11								
cSH	560	609	1622	1700								
Volume to Capacity	0.06	0.04	0.01	0.12								
Queue Length 95th (ft)	5	3	1	0								
Control Delay (s)	11.8	11.2	0.4	0.0								
Lane LOS	B	B	A									
Approach Delay (s)	11.8	11.2	0.2									
Approach LOS	B	B										
Intersection Summary												
Average Delay			1.7									
Intersection Capacity Utilization			25.4%		ICU Level of Service				A			
Analysis Period (min)			15									

Davis Highway/MLK Drive Two-Way Conversion Study  
21: N Davis Hwy & I-110 Ramp/Driveway

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	430	3	25	10	3	3	155	210	10	10	10	315
Future Volume (vph)	430	3	25	10	3	3	155	210	10	10	10	315
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0	6.0	6.0	6.0		6.0	6.5			6.0	6.0
Lane Util. Factor	0.95	0.95	1.00	1.00	1.00		1.00	0.95			1.00	0.95
Frt	1.00	1.00	0.85	1.00	0.93		1.00	0.99			1.00	1.00
Flt Protected	0.95	0.95	1.00	0.95	1.00		0.95	1.00			0.95	1.00
Satd. Flow (prot)	1681	1686	1583	1770	1723		1770	3515			1770	3539
Flt Permitted	0.95	0.95	1.00	0.95	1.00		0.54	1.00			0.60	1.00
Satd. Flow (perm)	1681	1686	1583	1770	1723		1000	3515			1120	3539
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	473	3	27	11	3	3	170	231	11	11	11	346
RTOR Reduction (vph)	0	0	22	0	3	0	0	2	0	0	0	0
Lane Group Flow (vph)	236	240	5	11	3	0	170	240	0	0	22	346
Turn Type	Split	NA	Perm	Split	NA		pm+pt	NA		pm+pt	pm+pt	NA
Protected Phases	8	8		7	7		5	2		1	1	6
Permitted Phases			8				2			6	6	
Actuated Green, G (s)	24.3	24.3	24.3	4.0	4.0		83.7	74.2			70.7	67.7
Effective Green, g (s)	24.3	24.3	24.3	4.0	4.0		83.7	74.2			70.7	67.7
Actuated g/C Ratio	0.19	0.19	0.19	0.03	0.03		0.64	0.57			0.54	0.52
Clearance Time (s)	6.0	6.0	6.0	6.0	6.0		6.0	6.5			6.0	6.0
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0		3.0	6.0			3.0	6.0
Lane Grp Cap (vph)	314	315	295	54	53		703	2006			624	1843
v/s Ratio Prot	0.14	c0.14		c0.01	0.00		c0.02	0.07			0.00	0.10
v/s Ratio Perm			0.00				c0.14				0.02	
v/c Ratio	0.75	0.76	0.02	0.20	0.06		0.24	0.12			0.04	0.19
Uniform Delay, d1	50.0	50.1	43.1	61.4	61.2		10.3	12.9			13.8	16.5
Progression Factor	1.00	1.00	1.00	1.00	1.00		1.00	0.93			0.84	0.79
Incremental Delay, d2	9.7	10.4	0.0	1.9	0.5		0.2	0.1			0.0	0.2
Delay (s)	59.7	60.5	43.1	63.3	61.6		10.6	12.1			11.6	13.4
Level of Service	E	E	D	E	E		B	B			B	B
Approach Delay (s)		59.2			62.7			11.5				13.3
Approach LOS		E			E			B				B

Intersection Summary

HCM 2000 Control Delay	27.0	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.37		
Actuated Cycle Length (s)	130.0	Sum of lost time (s)	24.5
Intersection Capacity Utilization	54.7%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group






















Davis Highway/MLK Drive Two-Way Conversion Study  
21: N Davis Hwy & I-110 Ramp/Driveway

03/25/2020

Movement	SBR
Lane Configurations	
Traffic Volume (vph)	350
Future Volume (vph)	350
Ideal Flow (vphpl)	1900
Total Lost time (s)	6.0
Lane Util. Factor	1.00
Frt	0.85
Flt Protected	1.00
Satd. Flow (prot)	1583
Flt Permitted	1.00
Satd. Flow (perm)	1583
Peak-hour factor, PHF	0.91
Adj. Flow (vph)	385
RTOR Reduction (vph)	185
Lane Group Flow (vph)	200
Turn Type	Perm
Protected Phases	
Permitted Phases	6
Actuated Green, G (s)	67.7
Effective Green, g (s)	67.7
Actuated g/C Ratio	0.52
Clearance Time (s)	6.0
Vehicle Extension (s)	6.0
Lane Grp Cap (vph)	824
v/s Ratio Prot	
v/s Ratio Perm	0.13
v/c Ratio	0.24
Uniform Delay, d1	17.1
Progression Factor	0.74
Incremental Delay, d2	0.7
Delay (s)	13.3
Level of Service	B
Approach Delay (s)	
Approach LOS	
Intersection Summary	

Davis Highway/MLK Drive Two-Way Conversion Study  
22: N Davis Hwy & E Fairfield Dr

03/25/2020

												
Movement	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL
Lane Configurations												
Traffic Volume (vph)	280	810	475	10	20	830	75	100	318	235	10	55
Future Volume (vph)	280	810	475	10	20	830	75	100	318	235	10	55
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.4	6.4	6.4		6.4	6.4		6.4	6.4	6.4		6.4
Lane Util. Factor	0.97	0.91	1.00		1.00	0.91		0.97	0.95	1.00		1.00
Frt	1.00	1.00	0.85		1.00	0.99		1.00	1.00	0.85		1.00
Flt Protected	0.95	1.00	1.00		0.95	1.00		0.95	1.00	1.00		0.95
Satd. Flow (prot)	3433	5085	1583		1770	5022		3433	3539	1583		1770
Flt Permitted	0.95	1.00	1.00		0.95	1.00		0.95	1.00	1.00		0.95
Satd. Flow (perm)	3433	5085	1583		1770	5022		3433	3539	1583		1770
Peak-hour factor, PHF	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Adj. Flow (vph)	308	890	522	11	22	912	82	110	349	258	11	60
RTOR Reduction (vph)	0	0	258	0	0	7	0	0	0	175	0	0
Lane Group Flow (vph)	308	890	264	0	33	987	0	110	349	83	0	71
Turn Type	Prot	NA	Perm	Prot	Prot	NA		Prot	NA	Perm	Prot	Prot
Protected Phases	1	6		5	5	2		7	4		3	3
Permitted Phases			6							4		
Actuated Green, G (s)	20.0	65.8	65.8		5.5	51.3		8.8	22.7	22.7		10.4
Effective Green, g (s)	20.0	65.8	65.8		5.5	51.3		8.8	22.7	22.7		10.4
Actuated g/C Ratio	0.15	0.51	0.51		0.04	0.39		0.07	0.17	0.17		0.08
Clearance Time (s)	6.4	6.4	6.4		6.4	6.4		6.4	6.4	6.4		6.4
Vehicle Extension (s)	4.5	4.0	4.0		3.0	4.0		3.0	4.0	4.0		4.5
Lane Grp Cap (vph)	528	2573	801		74	1981		232	617	276		141
v/s Ratio Prot	c0.09	0.18			0.02	c0.20		0.03	c0.10			c0.04
v/s Ratio Perm			0.17							0.05		
v/c Ratio	0.58	0.35	0.33		0.45	0.50		0.47	0.57	0.30		0.50
Uniform Delay, d1	51.1	19.2	19.0		60.8	29.7		58.4	49.1	46.7		57.3
Progression Factor	1.00	1.00	1.00		1.00	1.00		0.84	0.52	0.54		1.00
Incremental Delay, d2	2.2	0.4	1.1		4.2	0.9		1.4	1.3	0.8		4.8
Delay (s)	53.4	19.6	20.1		65.0	30.6		50.4	26.8	25.9		62.1
Level of Service	D	B	C		E	C		D	C	C		E
Approach Delay (s)		25.8				31.7			30.1			
Approach LOS		C				C			C			
<b>Intersection Summary</b>												
HCM 2000 Control Delay			31.3			HCM 2000 Level of Service				C		
HCM 2000 Volume to Capacity ratio			0.53									
Actuated Cycle Length (s)			130.0			Sum of lost time (s)			25.6			
Intersection Capacity Utilization			59.4%			ICU Level of Service			B			
Analysis Period (min)			15									
c Critical Lane Group												

Davis Highway/MLK Drive Two-Way Conversion Study  
22: N Davis Hwy & E Fairfield Dr

03/25/2020



Movement	SBT	SBR
Lane Configurations	↑↑	↑
Traffic Volume (vph)	190	295
Future Volume (vph)	190	295
Ideal Flow (vphpl)	1900	1900
Total Lost time (s)	6.4	6.4
Lane Util. Factor	0.95	1.00
Frt	1.00	0.85
Flt Protected	1.00	1.00
Satd. Flow (prot)	3539	1583
Flt Permitted	1.00	1.00
Satd. Flow (perm)	3539	1583
Peak-hour factor, PHF	0.91	0.91
Adj. Flow (vph)	209	324
RTOR Reduction (vph)	0	263
Lane Group Flow (vph)	209	61
Turn Type	NA	Perm
Protected Phases	8	
Permitted Phases		8
Actuated Green, G (s)	24.3	24.3
Effective Green, g (s)	24.3	24.3
Actuated g/C Ratio	0.19	0.19
Clearance Time (s)	6.4	6.4
Vehicle Extension (s)	4.0	4.0
Lane Grp Cap (vph)	661	295
v/s Ratio Prot	0.06	
v/s Ratio Perm		0.04
v/c Ratio	0.32	0.21
Uniform Delay, d1	45.7	44.7
Progression Factor	1.00	1.00
Incremental Delay, d2	0.4	0.5
Delay (s)	46.0	45.2
Level of Service	D	D
Approach Delay (s)	47.5	
Approach LOS	D	

Intersection Summary











Intersection Sign configuration not allowed in HCM analysis.

Intersection Sign configuration not allowed in HCM analysis.

Davis Highway/MLK Drive Two-Way Conversion Study  
1000: Martin Luther King Jr Dr

03/25/2020

						
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	15	0	0	0	0	355
Future Volume (Veh/h)	15	0	0	0	0	355
Sign Control	Yield		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91
Hourly flow rate (vph)	16	0	0	0	0	390
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	195	0			0	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	195	0			0	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	98	100			100	
cM capacity (veh/h)	776	1084			1622	
Direction, Lane #	WB 1	SB 1	SB 2			
Volume Total	16	195	195			
Volume Left	16	0	0			
Volume Right	0	0	0			
cSH	776	1700	1700			
Volume to Capacity	0.02	0.11	0.11			
Queue Length 95th (ft)	2	0	0			
Control Delay (s)	9.7	0.0	0.0			
Lane LOS	A					
Approach Delay (s)	9.7	0.0				
Approach LOS	A					
Intersection Summary						
Average Delay		0.4				
Intersection Capacity Utilization		27.3%		ICU Level of Service		A
Analysis Period (min)		15				

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HCM 6th Edition cannot analyze u-turn movements.

Davis Highway/MLK Drive Two-Way Conversion Study  
2: Alcaniz St & E Wright Street

03/25/2020

Intersection

Intersection Delay, s/veh 10.3

Intersection LOS B

Movement	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑				↑↑			↓		↑↑		↑↑	
Traffic Vol, veh/h	0	75	20	10	35	40	0	10	50	0	470	15	150	25
Future Vol, veh/h	0	75	20	10	35	40	0	10	50	0	470	15	150	25
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	79	21	11	37	42	0	11	53	0	495	16	158	26
Number of Lanes	0	2	0	0	0	2	0	0	1	0	2	0	2	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	2	2	3
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	3	2	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	3	2	2	2
HCM Control Delay	10.1	10.6	10.3	10.3
HCM LOS	B	B	B	B

Lane	NBLn1	NBLn2	NBLn3	EBLn1	EBLn2	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	100%	0%	0%	0%	0%	72%	0%	17%	0%
Vol Thru, %	0%	0%	0%	100%	56%	28%	100%	83%	75%
Vol Right, %	0%	100%	100%	0%	44%	0%	0%	0%	25%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	60	235	235	50	45	58	27	90	100
LT Vol	60	0	0	0	0	42	0	15	0
Through Vol	0	0	0	50	25	16	27	75	75
RT Vol	0	235	235	0	20	0	0	0	25
Lane Flow Rate	63	247	247	53	47	61	28	95	105
Geometry Grp	8	8	8	8	8	8	8	8	8
Degree of Util (X)	0.11	0.346	0.346	0.099	0.085	0.122	0.053	0.168	0.179
Departure Headway (Hd)	6.247	5.039	5.039	6.759	6.445	7.136	6.771	6.388	6.127
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	574	712	712	529	555	502	528	561	585
Service Time	3.981	2.771	2.771	4.506	4.192	4.885	4.519	4.131	3.87
HCM Lane V/C Ratio	0.11	0.347	0.347	0.1	0.085	0.122	0.053	0.169	0.179
HCM Control Delay	9.8	10.4	10.4	10.3	9.8	10.9	9.9	10.4	10.2
HCM Lane LOS	A	B	B	B	A	B	A	B	B
HCM 95th-tile Q	0.4	1.5	1.5	0.3	0.3	0.4	0.2	0.6	0.6

Davis Highway/MLK Drive Two-Way Conversion Study  
3: Alcaniz St/Martin Luther King Jr Dr & E Cervantes St

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑		↑	↑↑						↑↑	↑
Traffic Volume (veh/h)	0	1385	70	100	1175	0	0	0	0	65	55	100
Future Volume (veh/h)	0	1385	70	100	1175	0	0	0	0	65	55	100
Initial Q (Qb), veh	0	0	0	0	0	0				0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00				1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00				1.00	1.00	1.00
Work Zone On Approach		No			No						No	
Adj Sat Flow, veh/h/ln	0	1870	1870	1870	1870	0				1870	1870	1870
Adj Flow Rate, veh/h	0	1458	74	105	1237	0				68	58	105
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95				0.95	0.95	0.95
Percent Heavy Veh, %	0	2	2	2	2	0				2	2	2
Cap, veh/h	0	2166	110	234	2513	0				369	368	328
Arrive On Green	0.00	0.63	0.63	0.07	1.00	0.00				0.21	0.21	0.21
Sat Flow, veh/h	0	3535	174	1781	3647	0				1781	1777	1585
Grp Volume(v), veh/h	0	751	781	105	1237	0				68	58	105
Grp Sat Flow(s),veh/h/ln	0	1777	1839	1781	1777	0				1781	1777	1585
Q Serve(g_s), s	0.0	38.0	38.3	2.9	0.0	0.0				4.4	3.7	7.9
Cycle Q Clear(g_c), s	0.0	38.0	38.3	2.9	0.0	0.0				4.4	3.7	7.9
Prop In Lane	0.00		0.09	1.00		0.00				1.00		1.00
Lane Grp Cap(c), veh/h	0	1118	1157	234	2513	0				369	368	328
V/C Ratio(X)	0.00	0.67	0.68	0.45	0.49	0.00				0.18	0.16	0.32
Avail Cap(c_a), veh/h	0	1118	1157	312	2513	0				369	368	328
HCM Platoon Ratio	1.00	1.00	1.00	2.00	2.00	1.00				1.00	1.00	1.00
Upstream Filter(I)	0.00	0.86	0.86	0.85	0.85	0.00				1.00	1.00	1.00
Uniform Delay (d), s/veh	0.0	16.7	16.7	15.4	0.0	0.0				45.8	45.5	47.1
Incr Delay (d2), s/veh	0.0	1.8	1.8	0.8	0.6	0.0				1.1	0.9	2.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0				0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	15.2	15.9	1.2	0.2	0.0				2.1	1.8	3.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	0.0	18.5	18.5	16.2	0.6	0.0				46.8	46.4	49.7
LnGrp LOS	A	B	B	B	A	A				D	D	D
Approach Vol, veh/h		1532			1342						231	
Approach Delay, s/veh		18.5			1.8						48.0	
Approach LOS		B			A						D	
Timer - Assigned Phs	1	2		4		6						
Phs Duration (G+Y+Rc), s	0.9	94.1		35.0		105.0						
Change Period (Y+Rc), s	6.0	6.0		6.0		6.0						
Max Green Setting (Gmax), s	1.0	82.0		29.0		99.0						
Max Q Clear Time (g_c+14), s	40.3			9.9		2.0						
Green Ext Time (p_c), s	0.1	28.6		0.7		31.1						







Intersection Summary

HCM 6th Ctrl Delay	13.5
HCM 6th LOS	B

Davis Highway/MLK Drive Two-Way Conversion Study  
4: Haynes St/I-110 NB On Ramp & E Cervantes St

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	490	1405	10	0	970	305	20	100	50	0	0	0
Future Volume (veh/h)	490	1405	10	0	970	305	20	100	50	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach	No			No			No					
Adj Sat Flow, veh/h/ln	1870	1870	1870	0	1870	1870	1870	1870	1870			
Adj Flow Rate, veh/h	516	1479	11	0	1021	321	21	105	53			
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95			
Percent Heavy Veh, %	2	2	2	0	2	2	2	2	2			
Cap, veh/h	780	3041	23	0	1066	333	130	137	116			
Arrive On Green	0.40	0.84	0.84	0.00	0.80	0.80	0.07	0.07	0.07			
Sat Flow, veh/h	1781	3615	27	0	2759	832	1781	1870	1585			
Grp Volume(v), veh/h	516	727	763	0	678	664	21	105	53			
Grp Sat Flow(s),veh/h/ln	1781	1777	1866	0	1777	1721	1781	1870	1585			
Q Serve(g_s), s	26.5	15.4	15.4	0.0	45.1	47.4	1.5	7.7	4.5			
Cycle Q Clear(g_c), s	26.5	15.4	15.4	0.0	45.1	47.4	1.5	7.7	4.5			
Prop In Lane	1.00		0.01	0.00		0.48	1.00		1.00			
Lane Grp Cap(c), veh/h	780	1495	1569	0	711	688	130	137	116			
V/C Ratio(X)	0.66	0.49	0.49	0.00	0.95	0.96	0.16	0.77	0.46			
Avail Cap(c_a), veh/h	780	1495	1569	0	711	688	344	361	306			
HCM Platoon Ratio	1.00	1.00	1.00	1.00	2.00	2.00	1.00	1.00	1.00			
Upstream Filter(I)	1.00	1.00	1.00	0.00	0.88	0.88	1.00	1.00	1.00			
Uniform Delay (d), s/veh	31.4	3.0	3.0	0.0	12.9	13.1	60.9	63.7	62.2			
Incr Delay (d2), s/veh	1.9	0.5	0.5	0.0	22.2	24.7	0.4	6.6	2.1			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(50%),veh/ln	4.0	4.0	4.2	0.0	9.6	9.9	0.7	3.9	1.9			
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	33.3	3.5	3.5	0.0	35.1	37.8	61.3	70.3	64.3			
LnGrp LOS	C	A	A	A	D	D	E	E	E			
Approach Vol, veh/h	2006			1342			179					
Approach Delay, s/veh	11.2			36.5			67.5					
Approach LOS	B			D			E					
Timer - Assigned Phs	1	2	4		6							
Phs Duration (G+Y+Rc), s	61.8	62.0	16.2		123.8							
Change Period (Y+Rc), s	6.0	6.0	6.0		6.0							
Max Green Setting (Gmax), s	39.0	56.0	27.0		101.0							
Max Q Clear Time (g_c+20.5), s	20.5	49.4	9.7		17.4							
Green Ext Time (p_c), s	1.0	5.6	0.5		40.9							
Intersection Summary												
HCM 6th Ctrl Delay				23.7								
HCM 6th LOS				C								

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HCM 6th Edition methodology does not support Non-NEMA phasing.



Davis Highway/MLK Drive Two-Way Conversion Study  
6: Martin Luther King Jr Dr & E Jordan St

03/25/2020

Intersection

Intersection Delay, s/veh 9.4

Intersection LOS A




Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑									↑↑	
Traffic Vol, veh/h	0	285	70	0	0	0	0	0	0	25	175	0
Future Vol, veh/h	0	285	70	0	0	0	0	0	0	25	175	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	300	74	0	0	0	0	0	0	26	184	0
Number of Lanes	0	2	0	0	0	0	0	0	0	0	2	0

Approach	EB	SB
Opposing Approach		
Opposing Lanes	0	0
Conflicting Approach Left	SB	
Conflicting Lanes Left	2	0
Conflicting Approach Right		EB
Conflicting Lanes Right	0	2
HCM Control Delay	9.4	9.3
HCM LOS	A	A

Lane	EBLn1	EBLn2	SBLn1	SBLn2
Vol Left, %	0%	0%	30%	0%
Vol Thru, %	100%	58%	70%	100%
Vol Right, %	0%	42%	0%	0%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	190	165	83	117
LT Vol	0	0	25	0
Through Vol	190	95	58	117
RT Vol	0	70	0	0
Lane Flow Rate	200	174	88	123
Geometry Grp	7	7	7	7
Degree of Util (X)	0.283	0.232	0.136	0.185
Departure Headway (Hd)	5.102	4.804	5.576	5.425
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	704	747	643	661
Service Time	2.83	2.532	3.313	3.162
HCM Lane V/C Ratio	0.284	0.233	0.137	0.186
HCM Control Delay	9.8	9	9.2	9.4
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	1.2	0.9	0.5	0.7

Davis Highway/MLK Drive Two-Way Conversion Study  
7: Haynes St & E Jordan St

03/25/2020

Intersection												
Int Delay, s/veh	0											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	410	335	0	0	0	0	0	120	20	0	0	0
Future Vol, veh/h	410	335	0	0	0	0	0	120	20	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	0	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	16979	-	-	0	-	-	16979	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	432	353	0	0	0	0	0	126	21	0	0	0

Major/Minor	Major1			Minor1		
Conflicting Flow All	0	0	-	-	1217	177
Stage 1	-	-	-	-	1217	-
Stage 2	-	-	-	-	0	-
Critical Hdwy	4.14	-	-	-	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	2.22	-	-	-	4.02	3.32
Pot Cap-1 Maneuver	-	-	0	0	180	835
Stage 1	-	-	0	0	252	-
Stage 2	-	-	0	0	-	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	-	-	0	835
Mov Cap-2 Maneuver	-	-	-	-	0	-
Stage 1	-	-	-	-	0	-
Stage 2	-	-	-	-	0	-

Approach	EB	NB
HCM Control Delay, s		
HCM LOS		-

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT
Capacity (veh/h)	-	835	-	-
HCM Lane V/C Ratio	-	0.101	-	-
HCM Control Delay (s)	-	9.8	-	-
HCM Lane LOS	-	A	-	-
HCM 95th %tile Q(veh)	-	0.3	-	-

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HCM 6th Edition methodology does not support clustered intersections.

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HCM 6th Edition methodology does not support clustered intersections.

Davis Highway/MLK Drive Two-Way Conversion Study  
10: Martin Luther King Jr Dr & E Cross St

03/25/2020

Intersection													
Int Delay, s/veh	4.9												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations		↻			↻						↻↻		
Traffic Vol, veh/h	0	90	35	10	60	0	0	0	0	25	200	40	
Future Vol, veh/h	0	90	35	10	60	0	0	0	0	25	200	40	
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0	
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None	
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-	
Veh in Median Storage, #	-	0	-	-	0	-	-	16974	-	-	0	-	
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-	
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95	
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	
Mvmt Flow	0	95	37	11	63	0	0	0	0	26	211	42	
Major/Minor	Minor2		Minor1				Major2						
Conflicting Flow All	-	284	127	205	305	-	0			0	0		
Stage 1	-	284	-	0	0	-	-			-	-	-	
Stage 2	-	0	-	205	305	-	-			-	-	-	
Critical Hdwy	-	6.54	6.94	7.54	6.54	-	4.14			-	-		
Critical Hdwy Stg 1	-	5.54	-	-	-	-	-			-	-	-	
Critical Hdwy Stg 2	-	-	-	6.54	5.54	-	-			-	-	-	
Follow-up Hdwy	-	4.02	3.32	3.52	4.02	-	2.22			-	-		
Pot Cap-1 Maneuver	0	624	900	735	607	0	-			-	-	-	
Stage 1	0	675	-	-	-	0	-			-	-	-	
Stage 2	0	-	-	778	661	0	-			-	-	-	
Platoon blocked, %											-	-	
Mov Cap-1 Maneuver	-	624	900	623	607	-	-			-	-	-	
Mov Cap-2 Maneuver	-	624	-	623	607	-	-			-	-	-	
Stage 1	-	675	-	-	-	-	-			-	-	-	
Stage 2	-	-	-	641	661	-	-			-	-	-	
Approach	EB		WB				SB						
HCM Control Delay, s	11.5		11.7										
HCM LOS	B		B										
Minor Lane/Major Mvmt	EBLn1WBLn1		SBL	SBT	SBR								
Capacity (veh/h)	683 609		-	-	-								
HCM Lane V/C Ratio	0.193 0.121		-	-	-								
HCM Control Delay (s)	11.5 11.7		-	-	-								
HCM Lane LOS	B B		-	-	-								
HCM 95th %tile Q(veh)	0.7 0.4		-	-	-								

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HCM 6th Edition cannot analyze u-turn movements.

Davis Highway/MLK Drive Two-Way Conversion Study  
12: Martin Luther King Jr Dr & Hart Dr

03/25/2020




Intersection												
Int Delay, s/veh	1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↱			↰						↰↱	
Traffic Vol, veh/h	0	10	10	15	3	0	0	0	0	15	340	10
Future Vol, veh/h	0	10	10	15	3	0	0	0	0	15	340	10
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	16974	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	11	11	16	3	0	0	0	0	16	358	11
Major/Minor	Minor2		Minor1				Major2					
Conflicting Flow All	-	396	185	217	401	-				0	0	0
Stage 1	-	396	-	0	0	-				-	-	-
Stage 2	-	0	-	217	401	-				-	-	-
Critical Hdwy	-	6.54	6.94	7.54	6.54	-				4.14	-	-
Critical Hdwy Stg 1	-	5.54	-	-	-	-				-	-	-
Critical Hdwy Stg 2	-	-	-	6.54	5.54	-				-	-	-
Follow-up Hdwy	-	4.02	3.32	3.52	4.02	-				2.22	-	-
Pot Cap-1 Maneuver	0	540	826	721	536	0				-	-	-
Stage 1	0	602	-	-	-	0				-	-	-
Stage 2	0	-	-	765	599	0				-	-	-
Platoon blocked, %											-	-
Mov Cap-1 Maneuver	-	540	826	702	536	-				-	-	-
Mov Cap-2 Maneuver	-	540	-	702	536	-				-	-	-
Stage 1	-	602	-	-	-	-				-	-	-
Stage 2	-	-	-	742	599	-				-	-	-
Approach	EB		WB				SB					
HCM Control Delay, s	10.7		10.5									
HCM LOS	B		B									
Minor Lane/Major Mvmt	EBLn1WBLn1		SBL	SBT	SBR							
Capacity (veh/h)	653 668		-	-	-							
HCM Lane V/C Ratio	0.032 0.028		-	-	-							
HCM Control Delay (s)	10.7 10.5		-	-	-							
HCM Lane LOS	B B		-	-	-							
HCM 95th %tile Q(veh)	0.1 0.1		-	-	-							

Davis Highway/MLK Drive Two-Way Conversion Study  
13: E Wright Street & N Davis Hwy

03/25/2020

Intersection

Int Delay, s/veh 1.1

Movement	EBU	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	15	405	150	70	15	0	0
Future Vol, veh/h	15	405	150	70	15	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-	-
Veh in Median Storage, #	-	-	0	0	-	16965	-
Grade, %	-	-	0	0	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2
Mvmt Flow	16	426	158	74	16	0	0

Major/Minor	Major1	Minor2
Conflicting Flow All	- 0	0 1042 16
Stage 1	- -	- 0 -
Stage 2	- -	- 1042 -
Critical Hdwy	- 4.12	- 6.52 6.22
Critical Hdwy Stg 1	- -	- -
Critical Hdwy Stg 2	- -	- 5.52 -
Follow-up Hdwy	- 2.218	- 4.018 3.318
Pot Cap-1 Maneuver	- -	- 230 1063
Stage 1	- -	- -
Stage 2	- -	- 307 -
Platoon blocked, %		-
Mov Cap-1 Maneuver	- -	- 0 1063
Mov Cap-2 Maneuver	- -	- 0 -
Stage 1	- -	- 0 -
Stage 2	- -	- 0 -

Approach	EB	WB
HCM Control Delay, s		8.7
HCM LOS		A

Minor Lane/Major Mvmt	EBL	EBTWBLn1
Capacity (veh/h)	-	- 1063
HCM Lane V/C Ratio	-	- 0.084
HCM Control Delay (s)	-	- 8.7
HCM Lane LOS	-	- A
HCM 95th %tile Q(veh)	-	- 0.3



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HCM 6th Edition methodology does not support turning movements with shared & exclusive lanes.

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HCM 6th Edition methodology does not support Non-NEMA phasing.

Davis Highway/MLK Drive Two-Way Conversion Study  
16: N Davis Hwy & E Jordan St

03/25/2020

Intersection

Intersection Delay, s/veh 9.6

Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑						↑↑				
Traffic Vol, veh/h	75	235	0	0	0	0	0	225	15	0	0	0
Future Vol, veh/h	75	235	0	0	0	0	0	225	15	0	0	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	79	247	0	0	0	0	0	237	16	0	0	0
Number of Lanes	0	2	0	0	0	0	0	2	0	0	0	0

Approach	EB	NB
Opposing Approach		
Opposing Lanes	0	0
Conflicting Approach Left		EB
Conflicting Lanes Left	0	2
Conflicting Approach Right	NB	
Conflicting Lanes Right	2	0
HCM Control Delay	9.7	9.4
HCM LOS	A	A

Lane	NBLn1	NBLn2	EBLn1	EBLn2
Vol Left, %	0%	0%	49%	0%
Vol Thru, %	100%	83%	51%	100%
Vol Right, %	0%	17%	0%	0%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	150	90	153	157
LT Vol	0	0	75	0
Through Vol	150	75	78	157
RT Vol	0	15	0	0
Lane Flow Rate	158	95	161	165
Geometry Grp	7	7	7	7
Degree of Util (X)	0.235	0.138	0.244	0.238
Departure Headway (Hd)	5.369	5.252	5.434	5.188
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	668	682	660	691
Service Time	3.106	2.989	3.169	2.923
HCM Lane V/C Ratio	0.237	0.139	0.244	0.239
HCM Control Delay	9.8	8.8	9.9	9.5
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.9	0.5	1	0.9

Davis Highway/MLK Drive Two-Way Conversion Study  
17: N Davis Hwy & E Maxwell Street

03/25/2020

Intersection												
Int Delay, s/veh	0											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations					↑↑	↑		↑↑				
Traffic Vol, veh/h	0	0	0	0	195	25	35	265	0	0	0	0
Future Vol, veh/h	0	0	0	0	195	25	35	265	0	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	0	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	16965	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	0	0	205	26	37	279	0	0	0	0

Major/Minor	Minor1			Major1		
Conflicting Flow All	-	353	140	0	0	-
Stage 1	-	353	-	-	-	-
Stage 2	-	0	-	-	-	-
Critical Hdwy	-	6.54	6.94	4.14	-	-
Critical Hdwy Stg 1	-	5.54	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	4.02	3.32	2.22	-	-
Pot Cap-1 Maneuver	0	571	882	-	-	0
Stage 1	0	629	-	-	-	0
Stage 2	0	-	-	-	-	0
Platoon blocked, %					-	
Mov Cap-1 Maneuver	-	0	882	-	-	-
Mov Cap-2 Maneuver	-	0	-	-	-	-
Stage 1	-	0	-	-	-	-
Stage 2	-	0	-	-	-	-

Approach	WB	NB
HCM Control Delay, s		
HCM LOS	-	

Minor Lane/Major Mvmt	NBL	NBTWBLn1WBLn2WBLn3
Capacity (veh/h)	-	-
HCM Lane V/C Ratio	-	-
HCM Control Delay (s)	-	-
HCM Lane LOS	-	-
HCM 95th %tile Q(veh)	-	-

Davis Highway/MLK Drive Two-Way Conversion Study  
18: N Davis Hwy & E Cross St

03/25/2020

Intersection

Int Delay, s/veh 4.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↰			↱			↰↱				
Traffic Vol, veh/h	40	75	0	0	50	15	20	280	10	0	0	0
Future Vol, veh/h	40	75	0	0	50	15	20	280	10	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	16965	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	42	79	0	0	53	16	21	295	11	0	0	0

Major/Minor	Minor2		Minor1		Major1					
Conflicting Flow All	216	348	-	-	343	153	0	0	0	
Stage 1	0	0	-	-	343	-	-	-	-	
Stage 2	216	348	-	-	0	-	-	-	-	
Critical Hdwy	7.54	6.54	-	-	6.54	6.94	4.14	-	-	
Critical Hdwy Stg 1	-	-	-	-	5.54	-	-	-	-	
Critical Hdwy Stg 2	6.54	5.54	-	-	-	-	-	-	-	
Follow-up Hdwy	3.52	4.02	-	-	4.02	3.32	2.22	-	-	
Pot Cap-1 Maneuver	722	574	0	0	578	866	-	-	-	
Stage 1	-	-	0	0	636	-	-	-	-	
Stage 2	766	633	0	0	-	-	-	-	-	
Platoon blocked, %								-	-	
Mov Cap-1 Maneuver	659	574	-	-	578	866	-	-	-	
Mov Cap-2 Maneuver	659	574	-	-	578	-	-	-	-	
Stage 1	-	-	-	-	636	-	-	-	-	
Stage 2	690	633	-	-	-	-	-	-	-	

Approach	EB	WB	NB
HCM Control Delay, s	12.5	11.5	
HCM LOS	B	B	

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1
Capacity (veh/h)	-	-	-	601 626
HCM Lane V/C Ratio	-	-	-	0.201 0.109
HCM Control Delay (s)	-	-	-	12.5 11.5
HCM Lane LOS	-	-	-	B B
HCM 95th %tile Q(veh)	-	-	-	0.7 0.4

# Davis Highway/MLK Drive Two-Way Conversion Study

## 19: N Davis Hwy & E Texar Dr

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↶↶			↷↷			↷↷				
Traffic Volume (veh/h)	255	475	0	0	285	105	65	270	55	0	0	0
Future Volume (veh/h)	255	475	0	0	285	105	65	270	55	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach	No			No			No					
Adj Sat Flow, veh/h/ln	1870	1870	0	0	1870	1870	1900	1870	1900			
Adj Flow Rate, veh/h	268	500	0	0	300	111	68	284	58			
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95			
Percent Heavy Veh, %	2	2	0	0	2	2	0	2	0			
Cap, veh/h	889	2548	0	0	652	236	53	231	49			
Arrive On Green	0.12	0.24	0.00	0.00	0.26	0.26	0.09	0.09	0.09			
Sat Flow, veh/h	1781	3647	0	0	2648	926	576	2506	534			
Grp Volume(v), veh/h	268	500	0	0	207	204	217	0	193			
Grp Sat Flow(s),veh/h/ln	1781	1777	0	0	1777	1704	1842	0	1774			
Q Serve(g_s), s	0.2	7.3	0.0	0.0	6.4	6.6	6.0	0.0	6.0			
Cycle Q Clear(g_c), s	0.2	7.3	0.0	0.0	6.4	6.6	6.0	0.0	6.0			
Prop In Lane	1.00		0.00	0.00		0.54	0.31		0.30			
Lane Grp Cap(c), veh/h	889	2548	0	0	454	435	170	0	164			
V/C Ratio(X)	0.30	0.20	0.00	0.00	0.46	0.47	1.28	0.00	1.18			
Avail Cap(c_a), veh/h	889	2548	0	0	454	435	680	0	655			
HCM Platoon Ratio	0.33	0.33	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Upstream Filter(I)	0.92	0.92	0.00	0.00	1.00	1.00	1.00	0.00	1.00			
Uniform Delay (d), s/veh	16.2	9.8	0.0	0.0	20.4	20.5	29.5	0.0	29.5			
Incr Delay (d2), s/veh	0.2	0.0	0.0	0.0	3.3	3.6	135.1	0.0	93.5			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(50%),veh/ln	3.0	1.9	0.0	0.0	2.8	2.8	8.9	0.0	6.6			
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	16.4	9.9	0.0	0.0	23.7	24.1	164.6	0.0	123.0			
LnGrp LOS	B	A	A	A	C	C	F	A	F			
Approach Vol, veh/h	768			411			410					
Approach Delay, s/veh	12.1			23.9			145.0					
Approach LOS	B			C			F					
Timer - Assigned Phs	1	2		4		6						
Phs Duration (G+Y+Rc), s	30.0	22.6		12.4		52.6						
Change Period (Y+Rc), s	6.0	6.0		6.4		6.0						
Max Green Setting (Gmax), s	6.0	16.6		24.0		28.6						
Max Q Clear Time (g_c+I1), s	2.2	8.6		2.0		9.3						
Green Ext Time (p_c), s	0.3	1.9		2.3		4.1						

### Intersection Summary

HCM 6th Ctrl Delay	49.5
HCM 6th LOS	D

Davis Highway/MLK Drive Two-Way Conversion Study  
20: N Davis Hwy & Hart Dr

03/25/2020

Intersection

Int Delay, s/veh 1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔				
Traffic Vol, veh/h	10	15	0	0	15	10	3	645	15	0	0	0
Future Vol, veh/h	10	15	0	0	15	10	3	645	15	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	16965	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	11	16	0	0	16	11	3	679	16	0	0	0

Major/Minor	Minor2		Minor1		Major1					
Conflicting Flow All	354	701	-	-	693	348	0	0	0	
Stage 1	0	0	-	-	693	-	-	-	-	
Stage 2	354	701	-	-	0	-	-	-	-	
Critical Hdwy	7.54	6.54	-	-	6.54	6.94	4.14	-	-	
Critical Hdwy Stg 1	-	-	-	-	5.54	-	-	-	-	
Critical Hdwy Stg 2	6.54	5.54	-	-	-	-	-	-	-	
Follow-up Hdwy	3.52	4.02	-	-	4.02	3.32	2.22	-	-	
Pot Cap-1 Maneuver	576	361	0	0	365	648	-	-	-	
Stage 1	-	-	0	0	443	-	-	-	-	
Stage 2	636	439	0	0	-	-	-	-	-	
Platoon blocked, %								-	-	
Mov Cap-1 Maneuver	548	361	-	-	365	648	-	-	-	
Mov Cap-2 Maneuver	548	361	-	-	365	-	-	-	-	
Stage 1	-	-	-	-	443	-	-	-	-	
Stage 2	603	439	-	-	-	-	-	-	-	

Approach	EB	WB	NB
HCM Control Delay, s	14.2	13.7	
HCM LOS	B	B	

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1
Capacity (veh/h)	-	-	-	418 442
HCM Lane V/C Ratio	-	-	-	0.063 0.06
HCM Control Delay (s)	-	-	-	14.2 13.7
HCM Lane LOS	-	-	-	B B
HCM 95th %tile Q(veh)	-	-	-	0.2 0.2

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HCM 6th Edition methodology expects strict NEMA phasing.



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HCM 6th Edition cannot analyze u-turn movements.

# Davis Highway/MLK Drive Two-Way Conversion Study

## 1: Alcaniz St & E Gregory Street

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBL	SBT
Lane Configurations					←↑↑↑			↓	↑↑↑↑			↑↑↑↑
Traffic Volume (vph)	0	0	0	190	225	25	10	70	505	0	0	190
Future Volume (vph)	0	0	0	190	225	25	10	70	505	0	0	190
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)					6.0			6.0	6.0			6.0
Lane Util. Factor					0.91			1.00	0.91			0.91
Frt					0.99			1.00	1.00			0.98
Flt Protected					0.98			0.95	1.00			1.00
Satd. Flow (prot)					4936			1770	5085			4998
Flt Permitted					0.98			0.95	1.00			1.00
Satd. Flow (perm)					4936			1770	5085			4998
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	0	0	0	200	237	26	11	74	532	0	0	200
RTOR Reduction (vph)	0	0	0	0	9	0	0	0	0	0	0	20
Lane Group Flow (vph)	0	0	0	0	454	0	0	85	532	0	0	206
Turn Type				Perm	NA		Prot	Prot	NA			NA
Protected Phases					2		7	7	4			8
Permitted Phases				2								
Actuated Green, G (s)					13.0			4.0	19.5			9.5
Effective Green, g (s)					13.0			4.0	19.5			9.5
Actuated g/C Ratio					0.29			0.09	0.44			0.21
Clearance Time (s)					6.0			6.0	6.0			6.0
Vehicle Extension (s)					5.0			3.0	4.0			4.0
Lane Grp Cap (vph)					1441			159	2228			1066
v/s Ratio Prot								c0.05	c0.10			0.04
v/s Ratio Perm					0.09							
v/c Ratio					0.31			0.53	0.24			0.19
Uniform Delay, d1					12.3			19.4	7.8			14.4
Progression Factor					1.00			1.00	1.00			1.00
Incremental Delay, d2					0.3			3.4	0.1			0.1
Delay (s)					12.5			22.8	7.9			14.5
Level of Service					B			C	A			B
Approach Delay (s)		0.0			12.5				10.0			14.5
Approach LOS		A			B				A			B

### Intersection Summary

HCM 2000 Control Delay	11.7	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.34		
Actuated Cycle Length (s)	44.5	Sum of lost time (s)	18.0
Intersection Capacity Utilization	35.0%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group

Davis Highway/MLK Drive Two-Way Conversion Study  
1: Alcaniz St & E Gregory Street

03/25/2020

Movement	SBR
Lane Configurations	
Traffic Volume (vph)	25
Future Volume (vph)	25
Ideal Flow (vphpl)	1900
Total Lost time (s)	
Lane Util. Factor	
Flt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.95
Adj. Flow (vph)	26
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	

Intersection has too many lanes per leg.

HCM All-Way analysis is limited to two lanes per leg.

Channelized right turn lanes are not counted.

Davis Highway/MLK Drive Two-Way Conversion Study  
3: Alcaniz St/Martin Luther King Jr Dr & E Cervantes St

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑		↑	↑↑						↑↑	↑
Traffic Volume (vph)	0	1385	70	100	1175	0	0	0	0	65	55	100
Future Volume (vph)	0	1385	70	100	1175	0	0	0	0	65	55	100
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0		6.0	6.0						6.0	6.0
Lane Util. Factor		0.95		1.00	0.95						0.95	1.00
Frt		0.99		1.00	1.00						1.00	0.85
Flt Protected		1.00		0.95	1.00						0.97	1.00
Satd. Flow (prot)		3514		1770	3539						3446	1583
Flt Permitted		1.00		0.09	1.00						0.97	1.00
Satd. Flow (perm)		3514		160	3539						3446	1583
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	0	1458	74	105	1237	0	0	0	0	68	58	105
RTOR Reduction (vph)	0	2	0	0	0	0	0	0	0	0	0	83
Lane Group Flow (vph)	0	1530	0	105	1237	0	0	0	0	0	126	22
Turn Type		NA		pm+pt	NA					Perm	NA	Perm
Protected Phases		2		1	6						4	
Permitted Phases				6						4		4
Actuated Green, G (s)		85.1		99.0	99.0						29.0	29.0
Effective Green, g (s)		85.1		99.0	99.0						29.0	29.0
Actuated g/C Ratio		0.61		0.71	0.71						0.21	0.21
Clearance Time (s)		6.0		6.0	6.0						6.0	6.0
Vehicle Extension (s)		5.0		2.5	5.0						2.5	2.5
Lane Grp Cap (vph)		2136		203	2502						713	327
v/s Ratio Prot		c0.44		0.03	c0.35							
v/s Ratio Perm				0.34							0.04	0.01
v/c Ratio		0.72		0.52	0.49						0.18	0.07
Uniform Delay, d1		19.1		17.1	9.2						45.7	44.6
Progression Factor		0.80		2.70	0.44						1.00	1.00
Incremental Delay, d2		1.3		1.5	0.6						0.5	0.4
Delay (s)		16.5		47.4	4.7						46.2	45.0
Level of Service		B		D	A						D	D
Approach Delay (s)		16.5			8.0			0.0			45.7	
Approach LOS		B			A			A			D	





















Intersection Summary

HCM 2000 Control Delay	15.0	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.59		
Actuated Cycle Length (s)	140.0	Sum of lost time (s)	18.0
Intersection Capacity Utilization	65.2%	ICU Level of Service	C
Analysis Period (min)	15		

c Critical Lane Group

Davis Highway/MLK Drive Two-Way Conversion Study  
4: Haynes St/I-110 NB On Ramp & E Cervantes St

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		 			 							
Traffic Volume (vph)	490	1405	10	0	970	305	20	100	50	0	0	0
Future Volume (vph)	490	1405	10	0	970	305	20	100	50	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0			6.0		6.0	6.0	6.0			
Lane Util. Factor	1.00	0.95			0.95		1.00	1.00	1.00			
Frt	1.00	1.00			0.96		1.00	1.00	0.85			
Flt Protected	0.95	1.00			1.00		0.95	1.00	1.00			
Satd. Flow (prot)	1770	3535			3412		1770	1863	1583			
Flt Permitted	0.10	1.00			1.00		0.95	1.00	1.00			
Satd. Flow (perm)	193	3535			3412		1770	1863	1583			
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	516	1479	11	0	1021	321	21	105	53	0	0	0
RTOR Reduction (vph)	0	0	0	0	18	0	0	0	48	0	0	0
Lane Group Flow (vph)	516	1490	0	0	1324	0	21	105	5	0	0	0
Turn Type	pm+pt	NA			NA		Perm	NA	Perm			
Protected Phases	1	6			2			4				
Permitted Phases	6						4		4			
Actuated Green, G (s)	115.2	115.2			71.6		12.8	12.8	12.8			
Effective Green, g (s)	115.2	115.2			71.6		12.8	12.8	12.8			
Actuated g/C Ratio	0.82	0.82			0.51		0.09	0.09	0.09			
Clearance Time (s)	6.0	6.0			6.0		6.0	6.0	6.0			
Vehicle Extension (s)	2.5	5.0			5.0		2.5	2.5	2.5			
Lane Grp Cap (vph)	582	2908			1744		161	170	144			
v/s Ratio Prot	c0.24	0.42			0.39			c0.06				
v/s Ratio Perm	c0.49						0.01		0.00			
v/c Ratio	0.89	0.51			0.76		0.13	0.62	0.03			
Uniform Delay, d1	31.1	3.8			27.3		58.5	61.2	58.0			
Progression Factor	1.00	1.00			0.57		1.00	1.00	1.00			
Incremental Delay, d2	15.0	0.3			2.8		0.3	5.6	0.1			
Delay (s)	46.1	4.1			18.4		58.8	66.8	58.0			
Level of Service	D	A			B		E	E	E			
Approach Delay (s)		14.9			18.4			63.3			0.0	
Approach LOS		B			B			E			A	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			18.7				HCM 2000 Level of Service			B		
HCM 2000 Volume to Capacity ratio			0.89									
Actuated Cycle Length (s)			140.0				Sum of lost time (s)			18.0		
Intersection Capacity Utilization			84.0%				ICU Level of Service			E		
Analysis Period (min)			15									
c Critical Lane Group												

Davis Highway/MLK Drive Two-Way Conversion Study  
5: Martin Luther King Jr Dr & E Blount St

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↩		↩	↩						↩↩	
Traffic Volume (vph)	0	220	25	10	110	0	0	0	0	15	185	25
Future Volume (vph)	0	220	25	10	110	0	0	0	0	15	185	25
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0		6.0	6.0						6.0	
Lane Util. Factor		1.00		1.00	1.00						0.95	
Frt		0.99		1.00	1.00						0.98	
Flt Protected		1.00		0.95	1.00						1.00	
Satd. Flow (prot)		1837		1770	1863						3469	
Flt Permitted		1.00		0.52	1.00						1.00	
Satd. Flow (perm)		1837		963	1863						3469	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	0	232	26	11	116	0	0	0	0	16	195	26
RTOR Reduction (vph)	0	8	0	0	0	0	0	0	0	0	10	0
Lane Group Flow (vph)	0	250	0	11	116	0	0	0	0	0	227	0
Turn Type		NA		Perm	NA					Perm	NA	
Protected Phases		4			4						2	
Permitted Phases				4						2		
Actuated Green, G (s)		16.0		16.0	16.0						37.0	
Effective Green, g (s)		16.0		16.0	16.0						37.0	
Actuated g/C Ratio		0.25		0.25	0.25						0.57	
Clearance Time (s)		6.0		6.0	6.0						6.0	
Vehicle Extension (s)		4.0		4.0	4.0						4.0	
Lane Grp Cap (vph)		452		237	458						1974	
v/s Ratio Prot		c0.14			0.06							
v/s Ratio Perm				0.01							0.07	
v/c Ratio		0.55		0.05	0.25						0.12	
Uniform Delay, d1		21.4		18.7	19.7						6.5	
Progression Factor		1.00		0.59	0.81						1.00	
Incremental Delay, d2		1.8		0.1	0.4						0.1	
Delay (s)		23.2		11.2	16.4						6.6	
Level of Service		C		B	B						A	
Approach Delay (s)		23.2			15.9			0.0			6.6	
Approach LOS		C			B			A			A	

Intersection Summary

HCM 2000 Control Delay	15.4	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.25		
Actuated Cycle Length (s)	65.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	42.1%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group

Davis Highway/MLK Drive Two-Way Conversion Study  
6: Martin Luther King Jr Dr & E Jordan St

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑									↑↑	
Sign Control		Stop			Stop			Stop			Stop	
Traffic Volume (vph)	0	285	70	0	0	0	0	0	0	25	175	0
Future Volume (vph)	0	285	70	0	0	0	0	0	0	25	175	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	0	300	74	0	0	0	0	0	0	26	184	0

Direction, Lane #	EB 1	EB 2	SB 1	SB 2
Volume Total (vph)	200	174	87	123
Volume Left (vph)	0	0	26	0
Volume Right (vph)	0	74	0	0
Hadj (s)	0.03	-0.26	0.18	0.03
Departure Headway (s)	5.1	4.8	5.6	5.4
Degree Utilization, x	0.28	0.23	0.14	0.19
Capacity (veh/h)	678	723	613	630
Control Delay (s)	8.9	8.1	8.3	8.5
Approach Delay (s)	8.5		8.4	
Approach LOS	A		A	

Intersection Summary

Delay	8.5
Level of Service	A
Intersection Capacity Utilization	22.3%
ICU Level of Service	A
Analysis Period (min)	15















Intersection Sign configuration not allowed in HCM analysis.

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# Davis Highway/MLK Drive Two-Way Conversion Study

## 8: Haynes St/I-110 NB & E Maxwell Street

03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations					↑↑	↑	↑	↑				
Traffic Volume (vph)	0	0	0	0	135	145	25	505	0	0	0	0
Future Volume (vph)	0	0	0	0	135	145	25	505	0	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)					12.0	12.0	6.0	6.0				
Lane Util. Factor					0.95	1.00	1.00	1.00				
Frt					1.00	0.85	1.00	1.00				
Flt Protected					1.00	1.00	0.95	1.00				
Satd. Flow (prot)					3539	1583	1770	1863				
Flt Permitted					1.00	1.00	0.95	1.00				
Satd. Flow (perm)					3539	1583	1770	1863				
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	0	0	0	0	142	153	26	532	0	0	0	0
RTOR Reduction (vph)	0	0	0	0	0	120	11	0	0	0	0	0
Lane Group Flow (vph)	0	0	0	0	142	33	15	532	0	0	0	0
Turn Type					NA	Perm	Perm	NA				
Protected Phases					4 1			2				
Permitted Phases						4 1	2					
Actuated Green, G (s)					31.5	31.5	68.2	68.2				
Effective Green, g (s)					25.5	25.5	68.2	68.2				
Actuated g/C Ratio					0.22	0.22	0.58	0.58				
Clearance Time (s)							6.0	6.0				
Vehicle Extension (s)							4.0	4.0				
Lane Grp Cap (vph)					766	342	1025	1079				
v/s Ratio Prot					c0.04			c0.29				
v/s Ratio Perm						0.02	0.01					
v/c Ratio					0.19	0.10	0.01	0.49				
Uniform Delay, d1					37.6	36.9	10.5	14.6				
Progression Factor					0.28	0.15	1.00	1.00				
Incremental Delay, d2					0.2	0.3	0.0	1.6				
Delay (s)					10.7	5.7	10.5	16.2				
Level of Service					B	A	B	B				
Approach Delay (s)		0.0			8.1			15.9			0.0	
Approach LOS		A			A			B			A	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			13.2									
HCM 2000 Volume to Capacity ratio			0.41									
Actuated Cycle Length (s)			117.7									
Intersection Capacity Utilization			50.6%									
Analysis Period (min)			15									
c Critical Lane Group												

Davis Highway/MLK Drive Two-Way Conversion Study  
9: Martin Luther King Jr Dr & E Maxwell Street

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations					↑↑↑						↑↑	↑
Traffic Volume (vph)	0	0	0	15	215	0	0	0	0	0	185	65
Future Volume (vph)	0	0	0	15	215	0	0	0	0	0	185	65
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)					12.0						6.0	6.0
Lane Util. Factor					0.91						0.95	1.00
Frt					1.00						1.00	0.85
Flt Protected					1.00						1.00	1.00
Satd. Flow (prot)					5069						3539	1583
Flt Permitted					1.00						1.00	1.00
Satd. Flow (perm)					5069						3539	1583
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	0	0	0	16	226	0	0	0	0	0	195	68
RTOR Reduction (vph)	0	0	0	0	67	0	0	0	0	0	0	0
Lane Group Flow (vph)	0	0	0	0	175	0	0	0	0	0	195	68
Turn Type				Perm	NA						NA	custom
Protected Phases					4						6	
Permitted Phases				4								1
Actuated Green, G (s)					14.0						85.7	11.5
Effective Green, g (s)					14.0						85.7	11.5
Actuated g/C Ratio					0.12						0.73	0.10
Clearance Time (s)					12.0						6.0	6.0
Vehicle Extension (s)					5.0						4.0	4.0
Lane Grp Cap (vph)					602						2576	154
v/s Ratio Prot											c0.06	
v/s Ratio Perm					0.03							c0.04
v/c Ratio					0.29						0.08	0.44
Uniform Delay, d1					47.3						4.6	50.1
Progression Factor					1.00						1.00	1.00
Incremental Delay, d2					0.6						0.0	2.7
Delay (s)					47.9						4.6	52.8
Level of Service					D						A	D
Approach Delay (s)		0.0			47.9			0.0			17.1	
Approach LOS		A			D			A			B	

Intersection Summary

HCM 2000 Control Delay	31.8	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.16		
Actuated Cycle Length (s)	117.7	Sum of lost time (s)	24.0
Intersection Capacity Utilization	25.1%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group

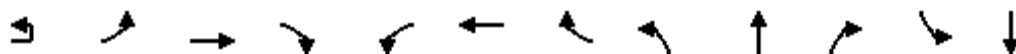
Intersection Sign configuration not allowed in HCM analysis.

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# Davis Highway/MLK Drive Two-Way Conversion Study

## 11: Martin Luther King Jr Dr & E Texar Dr

03/25/2020



Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations			↑↑		↑	↑↑						↑↑
Traffic Volume (vph)	10	0	620	60	35	315	0	0	0	0	110	180
Future Volume (vph)	10	0	620	60	35	315	0	0	0	0	110	180
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)			6.0		6.0	6.0						6.2
Lane Util. Factor			0.95		1.00	0.95						0.95
Frt			0.99		1.00	1.00						0.97
Flt Protected			1.00		0.95	1.00						0.99
Satd. Flow (prot)			3491		1770	3539						3374
Flt Permitted			0.95		0.28	1.00						0.99
Satd. Flow (perm)			3313		525	3539						3374
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	11	0	653	63	37	332	0	0	0	0	116	189
RTOR Reduction (vph)	0	0	8	0	0	0	0	0	0	0	0	49
Lane Group Flow (vph)	0	0	719	0	37	332	0	0	0	0	0	340
Turn Type	Perm		NA		pm+pt	NA					Perm	NA
Protected Phases			6		5	2						8
Permitted Phases	6				2						8	
Actuated Green, G (s)			30.9		39.6	39.6						13.2
Effective Green, g (s)			30.9		39.6	39.6						13.2
Actuated g/C Ratio			0.48		0.61	0.61						0.20
Clearance Time (s)			6.0		6.0	6.0						6.2
Vehicle Extension (s)			4.0		3.0	3.0						4.0
Lane Grp Cap (vph)			1574		371	2156						685
v/s Ratio Prot					0.00	c0.09						
v/s Ratio Perm			c0.22		0.06							0.10
v/c Ratio			0.46		0.10	0.15						0.50
Uniform Delay, d1			11.4		5.8	5.5						23.0
Progression Factor			1.00		0.59	0.57						0.80
Incremental Delay, d2			1.0		0.1	0.0						0.8
Delay (s)			12.4		3.5	3.2						19.2
Level of Service			B		A	A						B
Approach Delay (s)			12.4			3.2			0.0			19.2
Approach LOS			B			A			A			B

### Intersection Summary

HCM 2000 Control Delay	11.9	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.46		
Actuated Cycle Length (s)	65.0	Sum of lost time (s)	18.2
Intersection Capacity Utilization	51.8%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group

Davis Highway/MLK Drive Two-Way Conversion Study  
11: Martin Luther King Jr Dr & E Texar Dr

03/25/2020

Movement	SBR
Lane Configurations	
Traffic Volume (vph)	80
Future Volume (vph)	80
Ideal Flow (vphpl)	1900
Total Lost time (s)	
Lane Util. Factor	
Frt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.95
Adj. Flow (vph)	84
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	

Davis Highway/MLK Drive Two-Way Conversion Study  
12: Martin Luther King Jr Dr & Hart Dr

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↩			↩						↩↩	
Traffic Volume (veh/h)	0	10	10	15	3	0	0	0	0	15	340	10
Future Volume (Veh/h)	0	10	10	15	3	0	0	0	0	15	340	10
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	0	11	11	16	3	0	0	0	0	16	358	11
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage veh												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	397	396	184	228	401	0	369			0		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	397	396	184	228	401	0	369			0		
tC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	100	98	99	98	99	100	100			99		
cM capacity (veh/h)	531	535	826	683	531	1084	1186			1622		
Direction, Lane #	EB 1	WB 1	SB 1	SB 2								
Volume Total	22	19	195	190								
Volume Left	0	16	16	0								
Volume Right	11	0	0	11								
cSH	649	653	1622	1700								
Volume to Capacity	0.03	0.03	0.01	0.11								
Queue Length 95th (ft)	3	2	1	0								
Control Delay (s)	10.7	10.7	0.7	0.0								
Lane LOS	B	B	A									
Approach Delay (s)	10.7	10.7	0.3									
Approach LOS	B	B										
Intersection Summary												
Average Delay			1.3									
Intersection Capacity Utilization			24.5%		ICU Level of Service					A		
Analysis Period (min)			15									

Intersection Sign configuration not allowed in HCM analysis.

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Davis Highway/MLK Drive Two-Way Conversion Study  
14: N Davis Hwy & E Cervantes St

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	110	1340	0	0	1175	30	100	95	285	0	0	0
Future Volume (vph)	110	1340	0	0	1175	30	100	95	285	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.5			6.5			6.0	6.0			
Lane Util. Factor	1.00	0.95			0.95			0.91	0.91			
Frt	1.00	1.00			1.00			0.94	0.85			
Flt Protected	0.95	1.00			1.00			0.99	1.00			
Satd. Flow (prot)	1770	3539			3526			3135	1441			
Flt Permitted	0.18	1.00			1.00			0.99	1.00			
Satd. Flow (perm)	336	3539			3526			3135	1441			
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	116	1411	0	0	1237	32	105	100	300	0	0	0
RTOR Reduction (vph)	0	0	0	0	1	0	0	56	68	0	0	0
Lane Group Flow (vph)	116	1411	0	0	1268	0	0	290	91	0	0	0
Turn Type	pm+pt	NA			NA		Perm	NA	Perm			
Protected Phases	1	6			2			4				
Permitted Phases	6						4		4			
Actuated Green, G (s)	109.3	108.8			97.8			18.7	18.7			
Effective Green, g (s)	109.3	108.8			97.8			18.7	18.7			
Actuated g/C Ratio	0.78	0.78			0.70			0.13	0.13			
Clearance Time (s)	6.0	6.5			6.5			6.0	6.0			
Vehicle Extension (s)	2.5	5.0			5.0			3.0	3.0			
Lane Grp Cap (vph)	313	2750			2463			418	192			
v/s Ratio Prot	0.01	c0.40			0.36							
v/s Ratio Perm	0.28							0.09	0.06			
v/c Ratio	0.37	0.51			0.51			0.69	0.48			
Uniform Delay, d1	12.0	5.8			9.9			57.9	56.1			
Progression Factor	0.08	0.03			1.00			1.00	1.00			
Incremental Delay, d2	0.4	0.2			0.8			4.9	1.9			
Delay (s)	1.3	0.4			10.7			62.8	58.0			
Level of Service	A	A			B			E	E			
Approach Delay (s)		0.5			10.7			61.3			0.0	
Approach LOS		A			B			E			A	

Intersection Summary

HCM 2000 Control Delay	13.7	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.57		
Actuated Cycle Length (s)	140.0	Sum of lost time (s)	18.5
Intersection Capacity Utilization	65.2%	ICU Level of Service	C
Analysis Period (min)	15		

c Critical Lane Group

# Davis Highway/MLK Drive Two-Way Conversion Study

## 15: N Davis Hwy & E Blount St

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	25	210	0	0	105	15	15	190	25	0	0	0
Future Volume (vph)	25	210	0	0	105	15	15	190	25	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	7.5	7.5			7.5			7.5				
Lane Util. Factor	1.00	1.00			1.00			0.95				
Frt	1.00	1.00			0.98			0.98				
Flt Protected	0.95	1.00			1.00			1.00				
Satd. Flow (prot)	1770	1863			1831			3471				
Flt Permitted	0.68	1.00			1.00			1.00				
Satd. Flow (perm)	1258	1863			1831			3471				
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	26	221	0	0	111	16	16	200	26	0	0	0
RTOR Reduction (vph)	0	0	0	0	10	0	0	10	0	0	0	0
Lane Group Flow (vph)	26	221	0	0	117	0	0	232	0	0	0	0
Turn Type	Perm	NA			NA		Perm	NA				
Protected Phases		4			4			2				
Permitted Phases	4						2					
Actuated Green, G (s)	15.1	15.1			15.1			34.9				
Effective Green, g (s)	15.1	15.1			15.1			34.9				
Actuated g/C Ratio	0.23	0.23			0.23			0.54				
Clearance Time (s)	7.5	7.5			7.5			7.5				
Vehicle Extension (s)	4.0	4.0			4.0			4.0				
Lane Grp Cap (vph)	292	432			425			1863				
v/s Ratio Prot		c0.12			0.06							
v/s Ratio Perm	0.02							0.07				
v/c Ratio	0.09	0.51			0.28			0.12				
Uniform Delay, d1	19.6	21.7			20.5			7.5				
Progression Factor	0.41	0.39			1.00			1.00				
Incremental Delay, d2	0.2	1.3			0.5			0.1				
Delay (s)	8.2	9.8			20.9			7.6				
Level of Service	A	A			C			A				
Approach Delay (s)		9.7			20.9			7.6			0.0	
Approach LOS		A			C			A			A	

### Intersection Summary

HCM 2000 Control Delay	11.2	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.24		
Actuated Cycle Length (s)	65.0	Sum of lost time (s)	15.0
Intersection Capacity Utilization	42.1%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group

Davis Highway/MLK Drive Two-Way Conversion Study  
16: N Davis Hwy & E Jordan St

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔↗						↗↔				
Sign Control		Stop			Stop			Stop			Stop	
Traffic Volume (vph)	75	235	0	0	0	0	0	225	15	0	0	0
Future Volume (vph)	75	235	0	0	0	0	0	225	15	0	0	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	79	247	0	0	0	0	0	237	16	0	0	0

Direction, Lane #	EB 1	EB 2	NB 1	NB 2
Volume Total (vph)	161	165	158	95
Volume Left (vph)	79	0	0	0
Volume Right (vph)	0	0	0	16
Hadj (s)	0.28	0.03	0.03	-0.08
Departure Headway (s)	5.4	5.2	5.4	5.3
Degree Utilization, x	0.24	0.24	0.24	0.14
Capacity (veh/h)	634	667	641	652
Control Delay (s)	9.0	8.6	8.8	7.9
Approach Delay (s)	8.8		8.5	
Approach LOS	A		A	

Intersection Summary

Delay	8.7
Level of Service	A
Intersection Capacity Utilization	22.0%
ICU Level of Service	A
Analysis Period (min)	15

Intersection Sign configuration not allowed in HCM analysis.

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Intersection Sign configuration not allowed in HCM analysis.

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# Davis Highway/MLK Drive Two-Way Conversion Study

## 19: N Davis Hwy & E Texar Dr

03/25/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	255	475	0	0	285	105	65	270	55	0	0	0
Future Volume (vph)	255	475	0	0	285	105	65	270	55	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0			6.0			6.4				
Lane Util. Factor	1.00	0.95			0.95			0.95				
Frt	1.00	1.00			0.96			0.98				
Flt Protected	0.95	1.00			1.00			0.99				
Satd. Flow (prot)	1770	3539			3396			3436				
Flt Permitted	0.51	1.00			1.00			0.99				
Satd. Flow (perm)	952	3539			3396			3436				
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	268	500	0	0	300	111	68	284	58	0	0	0
RTOR Reduction (vph)	0	0	0	0	45	0	0	26	0	0	0	0
Lane Group Flow (vph)	268	500	0	0	366	0	0	384	0	0	0	0
Turn Type	pm+pt	NA			NA		Perm	NA				
Protected Phases	1	6			2			4				
Permitted Phases	6						4					
Actuated Green, G (s)	39.9	39.9			27.9			12.7				
Effective Green, g (s)	39.9	39.9			27.9			12.7				
Actuated g/C Ratio	0.61	0.61			0.43			0.20				
Clearance Time (s)	6.0	6.0			6.0			6.4				
Vehicle Extension (s)	3.0	4.0			4.0			3.0				
Lane Grp Cap (vph)	659	2172			1457			671				
v/s Ratio Prot	c0.04	0.14			0.11							
v/s Ratio Perm	c0.21							0.11				
v/c Ratio	0.41	0.23			0.25			0.57				
Uniform Delay, d1	6.7	5.6			11.9			23.7				
Progression Factor	0.59	0.56			1.00			1.00				
Incremental Delay, d2	0.4	0.1			0.4			1.2				
Delay (s)	4.3	3.2			12.3			24.9				
Level of Service	A	A			B			C				
Approach Delay (s)		3.6			12.3			24.9			0.0	
Approach LOS		A			B			C			A	


















### Intersection Summary

HCM 2000 Control Delay	11.3	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.49		
Actuated Cycle Length (s)	65.0	Sum of lost time (s)	18.4
Intersection Capacity Utilization	51.8%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group

Davis Highway/MLK Drive Two-Way Conversion Study  
20: N Davis Hwy & Hart Dr

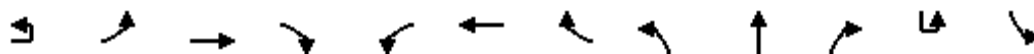
03/25/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations								  				
Traffic Volume (veh/h)	10	15	0	0	15	10	3	645	15	0	0	0
Future Volume (Veh/h)	10	15	0	0	15	10	3	645	15	0	0	0
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	11	16	0	0	16	11	3	679	16	0	0	0
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage veh												
Upstream signal (ft)											414	
pX, platoon unblocked												
vC, conflicting volume	364	701	0	701	693	348	0			695		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	364	701	0	701	693	348	0			695		
tC, single (s)	7.5	6.5	6.9	7.5	6.5	6.9	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	98	96	100	100	96	98	100			100		
cM capacity (veh/h)	538	361	1084	314	365	649	1622			897		
Direction, Lane #	EB 1	WB 1	NB 1	NB 2								
Volume Total	27	27	342	356								
Volume Left	11	0	3	0								
Volume Right	0	11	0	16								
cSH	417	444	1622	1700								
Volume to Capacity	0.06	0.06	0.00	0.21								
Queue Length 95th (ft)	5	5	0	0								
Control Delay (s)	14.2	13.6	0.1	0.0								
Lane LOS	B	B	A									
Approach Delay (s)	14.2	13.6	0.0									
Approach LOS	B	B										
Intersection Summary												
Average Delay			1.0									
Intersection Capacity Utilization			33.1%	ICU Level of Service					A			
Analysis Period (min)			15									

# Davis Highway/MLK Drive Two-Way Conversion Study

## 21: N Davis Hwy & I-110 Ramp/Driveway

03/25/2020



Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL
Lane Configurations		↰	↱	↰	↰	↱		↰	↱			↰
Traffic Volume (vph)	10	435	3	20	10	10	10	305	350	10	10	10
Future Volume (vph)	10	435	3	20	10	10	10	305	350	10	10	10
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0	6.0	6.0	6.0	6.0		6.0	6.5			6.0
Lane Util. Factor		0.95	0.95	1.00	1.00	1.00		1.00	0.95			1.00
Frt		1.00	1.00	0.85	1.00	0.93		1.00	1.00			1.00
Flt Protected		0.95	0.95	1.00	0.95	1.00		0.95	1.00			0.95
Satd. Flow (prot)		1681	1686	1583	1770	1723		1770	3524			1770
Flt Permitted		0.95	0.95	1.00	0.95	1.00		0.53	1.00			0.52
Satd. Flow (perm)		1681	1686	1583	1770	1723		985	3524			972
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	11	458	3	21	11	11	11	321	368	11	11	11
RTOR Reduction (vph)	0	0	0	17	0	10	0	0	1	0	0	0
Lane Group Flow (vph)	0	235	237	4	11	12	0	321	378	0	0	22
Turn Type	Split	Split	NA	Perm	Split	NA		pm+pt	NA		pm+pt	pm+pt
Protected Phases	8	8	8		7	7		5	2		1	1
Permitted Phases				8				2			6	6
Actuated Green, G (s)		23.5	23.5	23.5	6.0	6.0		82.5	73.0			67.6
Effective Green, g (s)		23.5	23.5	23.5	6.0	6.0		82.5	73.0			67.6
Actuated g/C Ratio		0.18	0.18	0.18	0.05	0.05		0.63	0.56			0.52
Clearance Time (s)		6.0	6.0	6.0	6.0	6.0		6.0	6.5			6.0
Vehicle Extension (s)		3.0	3.0	3.0	3.0	3.0		3.0	6.0			3.0
Lane Grp Cap (vph)		303	304	286	81	79		696	1978			523
v/s Ratio Prot		0.14	c0.14		0.01	c0.01		c0.04	0.11			0.00
v/s Ratio Perm				0.00				0.25				0.02
v/c Ratio		0.78	0.78	0.01	0.14	0.15		0.46	0.19			0.04
Uniform Delay, d1		50.7	50.8	43.7	59.5	59.5		13.6	14.0			15.6
Progression Factor		1.00	1.00	1.00	1.00	1.00		0.87	0.88			1.12
Incremental Delay, d2		11.7	11.9	0.0	0.8	0.9		0.5	0.2			0.0
Delay (s)		62.5	62.7	43.7	60.3	60.4		12.2	12.5			17.6
Level of Service		E	E	D	E	E		B	B			B
Approach Delay (s)			61.8			60.4			12.4			
Approach LOS			E			E			B			

### Intersection Summary

HCM 2000 Control Delay	36.1	HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio	0.54		
Actuated Cycle Length (s)	130.0	Sum of lost time (s)	24.5
Intersection Capacity Utilization	96.8%	ICU Level of Service	F
Analysis Period (min)	15		

c Critical Lane Group



Davis Highway/MLK Drive Two-Way Conversion Study  
21: N Davis Hwy & I-110 Ramp/Driveway

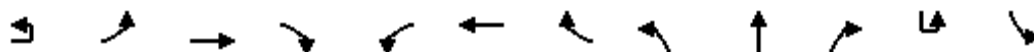
03/25/2020



Movement	SBT	SBR
Lane Configurations	↑↑	↑
Traffic Volume (vph)	335	740
Future Volume (vph)	335	740
Ideal Flow (vphpl)	1900	1900
Total Lost time (s)	6.0	6.0
Lane Util. Factor	0.95	1.00
Frt	1.00	0.85
Flt Protected	1.00	1.00
Satd. Flow (prot)	3539	1583
Flt Permitted	1.00	1.00
Satd. Flow (perm)	3539	1583
Peak-hour factor, PHF	0.95	0.95
Adj. Flow (vph)	353	779
RTOR Reduction (vph)	0	392
Lane Group Flow (vph)	353	387
Turn Type	NA	Perm
Protected Phases	6	
Permitted Phases		6
Actuated Green, G (s)	64.6	64.6
Effective Green, g (s)	64.6	64.6
Actuated g/C Ratio	0.50	0.50
Clearance Time (s)	6.0	6.0
Vehicle Extension (s)	6.0	6.0
Lane Grp Cap (vph)	1758	786
v/s Ratio Prot	0.10	
v/s Ratio Perm		c0.24
v/c Ratio	0.20	0.49
Uniform Delay, d1	18.3	21.8
Progression Factor	1.04	2.16
Incremental Delay, d2	0.2	1.5
Delay (s)	19.1	48.5
Level of Service	B	D
Approach Delay (s)	38.9	
Approach LOS	D	
Intersection Summary		

Davis Highway/MLK Drive Two-Way Conversion Study  
22: N Davis Hwy & E Fairfield Dr

03/25/2020



Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL
Lane Configurations		↔↔	↔↔↔	↔	↔	↔↔↔		↔↔	↔↔	↔		↔
Traffic Volume (vph)	10	310	930	820	30	1160	65	120	325	360	10	80
Future Volume (vph)	10	310	930	820	30	1160	65	120	325	360	10	80
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.4	6.4	6.4	6.4	6.4		6.4	6.4	6.4		6.4
Lane Util. Factor		0.97	0.91	1.00	1.00	0.91		0.97	0.95	1.00		1.00
Frt		1.00	1.00	0.85	1.00	0.99		1.00	1.00	0.85		1.00
Flt Protected		0.95	1.00	1.00	0.95	1.00		0.95	1.00	1.00		0.95
Satd. Flow (prot)		3433	5085	1583	1770	5045		3433	3539	1583		1770
Flt Permitted		0.95	1.00	1.00	0.95	1.00		0.95	1.00	1.00		0.95
Satd. Flow (perm)		3433	5085	1583	1770	5045		3433	3539	1583		1770
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	11	326	979	863	32	1221	68	126	342	379	11	84
RTOR Reduction (vph)	0	0	0	236	0	4	0	0	0	146	0	0
Lane Group Flow (vph)	0	337	979	627	32	1285	0	126	342	233	0	95
Turn Type	Prot	Prot	NA	Perm	Prot	NA		Prot	NA	Perm	Prot	Prot
Protected Phases	1	1	6		5	2		7	4		3	3
Permitted Phases				6						4		
Actuated Green, G (s)		16.3	62.2	62.2	2.5	48.4		7.3	29.9	29.9		9.8
Effective Green, g (s)		16.3	62.2	62.2	2.5	48.4		7.3	29.9	29.9		9.8
Actuated g/C Ratio		0.13	0.48	0.48	0.02	0.37		0.06	0.23	0.23		0.08
Clearance Time (s)		6.4	6.4	6.4	6.4	6.4		6.4	6.4	6.4		6.4
Vehicle Extension (s)		4.5	4.0	4.0	3.0	4.0		3.0	4.0	4.0		4.5
Lane Grp Cap (vph)		430	2432	757	34	1878		192	813	364		133
v/s Ratio Prot		0.10	0.19		0.02	c0.25		0.04	0.10			0.05
v/s Ratio Perm				c0.40						c0.15		
v/c Ratio		0.78	0.40	0.83	0.94	0.68		0.66	0.42	0.64		0.71
Uniform Delay, d1		55.1	21.9	29.3	63.7	34.4		60.1	42.7	45.2		58.7
Progression Factor		1.00	1.00	1.00	1.00	1.00		0.79	0.80	0.76		1.00
Incremental Delay, d2		10.1	0.5	10.1	129.7	2.0		7.3	0.4	3.8		18.7
Delay (s)		65.2	22.4	39.4	193.4	36.4		55.0	34.4	38.2		77.5
Level of Service		E	C	D	F	D		D	C	D		E
Approach Delay (s)			35.7			40.2			39.2			
Approach LOS			D			D			D			

Intersection Summary

HCM 2000 Control Delay	41.4	HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio	0.85		
Actuated Cycle Length (s)	130.0	Sum of lost time (s)	25.6
Intersection Capacity Utilization	89.6%	ICU Level of Service	E
Analysis Period (min)	15		

c Critical Lane Group

Davis Highway/MLK Drive Two-Way Conversion Study  
22: N Davis Hwy & E Fairfield Dr

03/25/2020



Movement	SBT	SBR
Lane Configurations	↑↑	↑
Traffic Volume (vph)	245	515
Future Volume (vph)	245	515
Ideal Flow (vphpl)	1900	1900
Total Lost time (s)	6.4	6.4
Lane Util. Factor	0.95	1.00
Frt	1.00	0.85
Flt Protected	1.00	1.00
Satd. Flow (prot)	3539	1583
Flt Permitted	1.00	1.00
Satd. Flow (perm)	3539	1583
Peak-hour factor, PHF	0.95	0.95
Adj. Flow (vph)	258	542
RTOR Reduction (vph)	0	201
Lane Group Flow (vph)	258	341
Turn Type	NA	Perm
Protected Phases	8	
Permitted Phases		8
Actuated Green, G (s)	32.4	32.4
Effective Green, g (s)	32.4	32.4
Actuated g/C Ratio	0.25	0.25
Clearance Time (s)	6.4	6.4
Vehicle Extension (s)	4.0	4.0
Lane Grp Cap (vph)	882	394
v/s Ratio Prot	0.07	
v/s Ratio Perm		c0.22
v/c Ratio	0.29	0.86
Uniform Delay, d1	39.5	46.7
Progression Factor	1.00	1.00
Incremental Delay, d2	0.3	18.1
Delay (s)	39.8	64.8
Level of Service	D	E
Approach Delay (s)	58.9	
Approach LOS	E	
Intersection Summary		

Intersection Sign configuration not allowed in HCM analysis.










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Intersection Sign configuration not allowed in HCM analysis.

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Davis Highway/MLK Drive Two-Way Conversion Study  
1000: Martin Luther King Jr Dr

03/25/2020

						
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						 
Traffic Volume (veh/h)	15	0	0	0	0	365
Future Volume (Veh/h)	15	0	0	0	0	365
Sign Control	Yield		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	16	0	0	0	0	384
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage (veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	192	0			0	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	192	0			0	
tC, single (s)	6.8	6.9			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	98	100			100	
cM capacity (veh/h)	779	1084			1622	
Direction, Lane #	WB 1	SB 1	SB 2			
Volume Total	16	192	192			
Volume Left	16	0	0			
Volume Right	0	0	0			
cSH	779	1700	1700			
Volume to Capacity	0.02	0.11	0.11			
Queue Length 95th (ft)	2	0	0			
Control Delay (s)	9.7	0.0	0.0			
Lane LOS	A					
Approach Delay (s)	9.7	0.0				
Approach LOS	A					
Intersection Summary						
Average Delay			0.4			
Intersection Capacity Utilization			35.5%	ICU Level of Service		A
Analysis Period (min)			15			



# DAVIS HIGHWAY & DR. MARTIN LUTHER KING JR. DRIVE / ALCANIZ STREET

Two-Way Conversion Traffic Feasibility Study

*Design Year (2045) Build Condition Analysis*

Intersection: 1: Alcaniz St & E Gregory Street

Movement	WB	WB	WB	NB	NB	NB	NB	SB	SB
Directions Served	LT	T	TR	UL	T	T	T	T	TR
Maximum Queue (ft)	287	280	50	72	49	74	115	107	117
Average Queue (ft)	167	81	15	30	19	33	48	53	68
95th Queue (ft)	244	193	36	61	42	64	97	88	104
Link Distance (ft)	574	574	574		547	547	547	225	225
Upstream Blk Time (%)									
Queuing Penalty (veh)									
Storage Bay Dist (ft)				200					
Storage Blk Time (%)									
Queuing Penalty (veh)									

Intersection: 2: Alcaniz St & E Wright Street

Movement	EB	EB	WB	WB	NB	NB	SB
Directions Served	LT	TR	LT	TR	UL	T	LTR
Maximum Queue (ft)	72	77	79	54	52	72	136
Average Queue (ft)	17	12	46	19	21	26	33
95th Queue (ft)	47	42	75	46	48	57	77
Link Distance (ft)	751	751	307	307	225	225	1611
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)							
Storage Blk Time (%)							
Queuing Penalty (veh)							

Intersection: 3: Alcaniz St/Martin Luther King Jr Dr & E Cervantes St

Movement	EB	EB	EB	WB	WB	WB	NB	SB	SB
Directions Served	L	T	TR	L	T	TR	LTR	LT	R
Maximum Queue (ft)	200	347	345	190	335	334	136	91	91
Average Queue (ft)	39	255	260	50	185	187	72	34	25
95th Queue (ft)	129	385	381	122	317	315	116	80	64
Link Distance (ft)		339	339		331	331	1611	2407	
Upstream Blk Time (%)		2	2		0	1			
Queuing Penalty (veh)		11	15		3	4			
Storage Bay Dist (ft)	150			140					315
Storage Blk Time (%)	0	15			13				
Queuing Penalty (veh)	0	5			9				



Intersection: 4: Haynes St/I-110 NB On Ramp & E Cervantes St

Movement	EB	EB	EB	WB	WB	NB	NB	NB
Directions Served	L	T	T	T	TR	L	T	R
Maximum Queue (ft)	215	453	416	270	269	74	96	69
Average Queue (ft)	155	163	128	163	172	28	39	24
95th Queue (ft)	229	380	333	247	262	59	78	55
Link Distance (ft)		401	401	339	339	359	359	
Upstream Blk Time (%)		5	2					
Queuing Penalty (veh)		0	0					
Storage Bay Dist (ft)	155							125
Storage Blk Time (%)	10	4						
Queuing Penalty (veh)	71	16						

Intersection: 5: Martin Luther King Jr Dr & E Blount St

Movement	EB	WB	WB	NB	SB
Directions Served	LTR	L	TR	LTR	LTR
Maximum Queue (ft)	74	31	94	140	74
Average Queue (ft)	21	5	34	54	43
95th Queue (ft)	58	24	77	108	75
Link Distance (ft)	388		307	2407	2047
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)		120			
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 6: Martin Luther King Jr Dr & E Jordan St

Movement	EB	EB	NB	SB
Directions Served	LT	TR	TR	LT
Maximum Queue (ft)	55	54	78	53
Average Queue (ft)	40	34	40	34
95th Queue (ft)	59	47	70	56
Link Distance (ft)	43	43	2047	277
Upstream Blk Time (%)	7	2		
Queuing Penalty (veh)	12	4		
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 7: Haynes St & E Jordan St

Movement	EB	NB	NB
Directions Served	T	T	TR
Maximum Queue (ft)	46	49	71
Average Queue (ft)	6	6	35
95th Queue (ft)	26	27	55
Link Distance (ft)	265	406	406
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 8: Haynes St/I-110 NB & E Maxwell Street

Movement	WB	WB	NB	NB
Directions Served	T	T	L	T
Maximum Queue (ft)	30	29	30	183
Average Queue (ft)	7	3	9	97
95th Queue (ft)	26	18	31	173
Link Distance (ft)	53	53	279	279
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 9: Martin Luther King Jr Dr & E Maxwell Street

Movement	WB	WB	WB	NB	SB	SB
Directions Served	LT	T	TR	LT	T	R
Maximum Queue (ft)	115	106	221	158	71	53
Average Queue (ft)	67	46	94	50	21	19
95th Queue (ft)	105	91	164	117	55	48
Link Distance (ft)	310	310	310	277	1701	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)					330	
Storage Blk Time (%)						
Queuing Penalty (veh)						

Intersection: 10: Martin Luther King Jr Dr & E Cross St

Movement	EB	WB	NB	SB
Directions Served	ULTR	ULTR	LTR	LTR
Maximum Queue (ft)	74	55	118	55
Average Queue (ft)	37	34	46	39
95th Queue (ft)	56	46	83	58
Link Distance (ft)	222	304	1701	2369
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 11: Martin Luther King Jr Dr & E Texar Dr

Movement	EB	EB	EB	WB	WB	WB	NB	SB
Directions Served	UL	T	TR	L	T	TR	LTR	LTR
Maximum Queue (ft)	107	118	126	31	119	77	180	138
Average Queue (ft)	33	50	40	7	43	30	72	73
95th Queue (ft)	74	98	92	26	93	66	139	128
Link Distance (ft)		712	712		322	322	2369	1184
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)	225			115				
Storage Blk Time (%)					0			
Queuing Penalty (veh)					0			

Intersection: 13: E Wright Street & N Davis Hwy

Movement	EB	EB	WB	SB
Directions Served	UL	T	TR	LR
Maximum Queue (ft)	74	78	79	74
Average Queue (ft)	39	26	31	43
95th Queue (ft)	64	60	52	69
Link Distance (ft)	307	307	778	1610
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 14: N Davis Hwy & E Cervantes St

Movement	EB	EB	EB	WB	WB	WB	NB	NB	SB
Directions Served	L	T	TR	L	T	TR	LT	R	LTR
Maximum Queue (ft)	189	350	341	198	500	500	157	73	200
Average Queue (ft)	37	131	142	49	149	143	51	31	71
95th Queue (ft)	124	353	358	133	309	331	116	69	148
Link Distance (ft)		331	331		485	485	1610		2396
Upstream Blk Time (%)		1	1		0	0			
Queuing Penalty (veh)		6	9		0	0			
Storage Bay Dist (ft)	140			150				150	
Storage Blk Time (%)		6			5		0		
Queuing Penalty (veh)		2			3		0		

Intersection: 15: N Davis Hwy & E Blount St

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	73	161	96	98
Average Queue (ft)	19	50	55	46
95th Queue (ft)	55	119	89	86
Link Distance (ft)	307	505	2396	2061
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)	0			
Queuing Penalty (veh)	0			

Intersection: 16: N Davis Hwy & E Jordan St

Movement	EB	EB	NB	SB
Directions Served	LT	TR	TR	LT
Maximum Queue (ft)	54	52	71	55
Average Queue (ft)	32	32	38	30
95th Queue (ft)	42	42	64	44
Link Distance (ft)	330	330	2061	282
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 17: N Davis Hwy & E Maxwell Street

Movement	WB	WB	WB	NB	SB
Directions Served	LT	T	R	LT	TR
Maximum Queue (ft)	55	75	31	53	55
Average Queue (ft)	38	41	13	32	32
95th Queue (ft)	55	62	37	47	51
Link Distance (ft)	533	533	533	282	1698
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)					
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 18: N Davis Hwy & E Cross St

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	51	56	55	79
Average Queue (ft)	33	40	37	43
95th Queue (ft)	43	59	58	70
Link Distance (ft)	304	234	1698	2357
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 19: N Davis Hwy & E Texar Dr

Movement	EB	EB	EB	WB	WB	WB	NB	SB
Directions Served	L	T	TR	L	T	TR	LTR	LTR
Maximum Queue (ft)	53	72	73	31	95	118	138	230
Average Queue (ft)	30	29	21	7	46	35	63	99
95th Queue (ft)	52	59	55	26	81	83	116	186
Link Distance (ft)		322	322		604	604	2357	1462
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)	130			100				
Storage Blk Time (%)					0			
Queuing Penalty (veh)					0			

Intersection: 21: N Davis Hwy & I-110 Ramp/Driveway

Movement	EB	EB	EB	NB	NB	NB	SB	SB
Directions Served	L	LT	R	L	T	TR	UL	T
Maximum Queue (ft)	274	427	215	138	70	72	30	247
Average Queue (ft)	159	227	36	54	24	30	6	111
95th Queue (ft)	258	357	168	106	59	71	24	215
Link Distance (ft)		412			330		538	538
Upstream Blk Time (%)		1						
Queuing Penalty (veh)		0						
Storage Bay Dist (ft)	250		190	270		220		
Storage Blk Time (%)	0	16	0					
Queuing Penalty (veh)	0	39	0					

Intersection: 22: N Davis Hwy & E Fairfield Dr

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB
Directions Served	L	L	T	T	T	UL	T	T	TR	UL	L	T
Maximum Queue (ft)	194	235	256	224	210	32	356	304	188	72	95	151
Average Queue (ft)	78	123	125	101	38	9	242	187	72	17	51	70
95th Queue (ft)	177	189	217	192	133	27	342	292	167	49	84	131
Link Distance (ft)			890	890	890		468	468	468			538
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	250	250				190				270	270	
Storage Blk Time (%)		0	0				15					
Queuing Penalty (veh)		0	0				4					

Intersection: 22: N Davis Hwy & E Fairfield Dr

Movement	NB	SB	SB	SB	SB
Directions Served	T	UL	T	T	R
Maximum Queue (ft)	158	128	151	182	157
Average Queue (ft)	77	46	11	110	5
95th Queue (ft)	146	103	58	172	52
Link Distance (ft)	538		748	748	
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)		285		550	
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 1000: Martin Luther King Jr Dr & N Davis Hwy

Movement	EB	WB	NB	SB
Directions Served	ULTR	LTR	LTR	LTR
Maximum Queue (ft)	171	93	74	31
Average Queue (ft)	18	23	23	9
95th Queue (ft)	84	62	59	31
Link Distance (ft)	330	1462	126	236
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 1001: Martin Luther King Jr Dr

Movement	EB	NB
Directions Served	R	LT
Maximum Queue (ft)	31	51
Average Queue (ft)	13	3
95th Queue (ft)	37	20
Link Distance (ft)	306	1184
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 214
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Intersection: 1: Alcaniz St & E Gregory Street

Movement	WB	WB	WB	NB	NB	NB	NB	SB	SB
Directions Served	LT	T	TR	UL	T	T	T	T	TR
Maximum Queue (ft)	186	171	60	134	50	134	138	88	94
Average Queue (ft)	107	26	14	47	16	57	78	36	47
95th Queue (ft)	164	85	39	99	42	101	119	66	83
Link Distance (ft)	577	577	577		629	629	629	225	225
Upstream Blk Time (%)									
Queuing Penalty (veh)									
Storage Bay Dist (ft)				200					
Storage Blk Time (%)									
Queuing Penalty (veh)									

Intersection: 2: Alcaniz St & E Wright Street

Movement	EB	EB	WB	WB	NB	NB	NB	SB
Directions Served	LT	TR	LT	TR	UL	T	R	LTR
Maximum Queue (ft)	75	49	74	52	110	142	82	55
Average Queue (ft)	27	18	43	14	24	55	10	22
95th Queue (ft)	58	42	69	42	63	114	48	49
Link Distance (ft)	751	751	307	307	225	225	225	1611
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)								
Storage Blk Time (%)								
Queuing Penalty (veh)								

Intersection: 3: Alcaniz St/Martin Luther King Jr Dr & E Cervantes St

Movement	EB	EB	EB	WB	WB	WB	NB	SB	SB
Directions Served	L	T	TR	L	T	TR	LTR	LT	R
Maximum Queue (ft)	199	369	342	93	184	198	226	117	96
Average Queue (ft)	55	231	244	37	88	98	117	44	28
95th Queue (ft)	143	394	379	73	157	162	189	89	63
Link Distance (ft)		339	339		331	331	1611	2407	
Upstream Blk Time (%)		2	1						
Queuing Penalty (veh)		12	8						
Storage Bay Dist (ft)	150			140					315
Storage Blk Time (%)		14			1				
Queuing Penalty (veh)		8			1				



Intersection: 4: Haynes St/I-110 NB On Ramp & E Cervantes St

Movement	EB	EB	EB	WB	WB	NB	NB	NB
Directions Served	L	T	TR	T	TR	L	T	R
Maximum Queue (ft)	215	422	403	306	355	52	156	138
Average Queue (ft)	170	240	190	172	188	17	69	37
95th Queue (ft)	251	485	416	270	290	47	118	76
Link Distance (ft)		388	388	339	339	359	359	
Upstream Blk Time (%)		13	5		0			
Queuing Penalty (veh)		0	0		1			
Storage Bay Dist (ft)	155							125
Storage Blk Time (%)	21	7					2	0
Queuing Penalty (veh)	148	36					1	0

Intersection: 5: Martin Luther King Jr Dr & E Blount St

Movement	EB	WB	WB	NB	SB
Directions Served	LTR	L	TR	LTR	LTR
Maximum Queue (ft)	77	32	74	159	118
Average Queue (ft)	44	3	21	71	54
95th Queue (ft)	85	18	56	130	99
Link Distance (ft)	388		307	2407	2047
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)		120			
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 6: Martin Luther King Jr Dr & E Jordan St

Movement	EB	EB	NB	SB
Directions Served	LT	TR	TR	LT
Maximum Queue (ft)	66	65	99	77
Average Queue (ft)	43	34	48	41
95th Queue (ft)	62	56	82	65
Link Distance (ft)	43	43	2047	277
Upstream Blk Time (%)	6	3		
Queuing Penalty (veh)	11	5		
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 7: Haynes St & E Jordan St

Movement	EB	EB	EB	NB	NB
Directions Served	L	T	T	T	TR
Maximum Queue (ft)	105	84	28	29	155
Average Queue (ft)	10	10	1	2	55
95th Queue (ft)	53	41	9	14	104
Link Distance (ft)	265	265	265	406	406
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)					
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 8: Haynes St/I-110 NB & E Maxwell Street

Movement	WB	WB	NB	NB
Directions Served	T	T	L	T
Maximum Queue (ft)	30	29	48	293
Average Queue (ft)	9	5	12	195
95th Queue (ft)	31	21	37	305
Link Distance (ft)	53	53	279	279
Upstream Blk Time (%)				3
Queuing Penalty (veh)				7
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 9: Martin Luther King Jr Dr & E Maxwell Street

Movement	WB	WB	WB	NB	SB	SB
Directions Served	LT	T	TR	LT	T	R
Maximum Queue (ft)	72	94	177	118	74	74
Average Queue (ft)	50	30	91	40	20	35
95th Queue (ft)	74	74	151	101	57	69
Link Distance (ft)	310	310	310	277	1701	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)					330	
Storage Blk Time (%)						
Queuing Penalty (veh)						

Intersection: 10: Martin Luther King Jr Dr & E Cross St

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	79	31	101	75
Average Queue (ft)	40	28	53	47
95th Queue (ft)	66	41	83	68
Link Distance (ft)	222	304	1701	2369
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 11: Martin Luther King Jr Dr & E Texar Dr

Movement	EB	EB	EB	WB	WB	WB	NB	SB
Directions Served	UL	T	TR	L	T	TR	LTR	LTR
Maximum Queue (ft)	92	157	91	52	96	95	226	184
Average Queue (ft)	51	69	39	11	40	36	105	96
95th Queue (ft)	83	125	83	39	79	76	197	167
Link Distance (ft)		712	712		323	323	2369	1205
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)	225			115				
Storage Blk Time (%)					0			
Queuing Penalty (veh)					0			

Intersection: 13: E Wright Street & N Davis Hwy

Movement	EB	EB	WB	SB
Directions Served	UL	T	TR	LR
Maximum Queue (ft)	79	55	56	54
Average Queue (ft)	51	34	36	32
95th Queue (ft)	74	58	54	54
Link Distance (ft)	307	307	778	1610
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 14: N Davis Hwy & E Cervantes St

Movement	EB	EB	EB	WB	WB	WB	NB	NB	SB
Directions Served	L	T	TR	L	T	TR	LT	R	LTR
Maximum Queue (ft)	67	186	200	169	315	306	118	139	201
Average Queue (ft)	30	31	42	31	110	97	72	57	69
95th Queue (ft)	59	96	105	84	206	208	119	103	130
Link Distance (ft)		331	331		485	485	1610		2396
Upstream Blk Time (%)									
Queuing Penalty (veh)									
Storage Bay Dist (ft)	140			120				150	
Storage Blk Time (%)		1			4			0	
Queuing Penalty (veh)		0			2			0	

Intersection: 15: N Davis Hwy & E Blount St

Movement	EB	EB	WB	NB	SB
Directions Served	L	TR	LTR	LTR	LTR
Maximum Queue (ft)	52	116	94	97	120
Average Queue (ft)	11	44	27	55	58
95th Queue (ft)	37	96	63	94	101
Link Distance (ft)		307	505	2396	2061
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)	70				
Storage Blk Time (%)	0	2			
Queuing Penalty (veh)	0	0			

Intersection: 16: N Davis Hwy & E Jordan St

Movement	EB	EB	NB	SB
Directions Served	LT	TR	TR	LT
Maximum Queue (ft)	72	67	94	53
Average Queue (ft)	36	34	48	32
95th Queue (ft)	55	54	76	46
Link Distance (ft)	330	330	2061	282
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 17: N Davis Hwy & E Maxwell Street

Movement	WB	WB	WB	NB	SB
Directions Served	LT	T	R	LT	TR
Maximum Queue (ft)	55	68	31	88	55
Average Queue (ft)	33	34	11	36	38
95th Queue (ft)	49	52	35	58	56
Link Distance (ft)	533	533	533	282	1698
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)					
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 18: N Davis Hwy & E Cross St

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	51	56	89	99
Average Queue (ft)	31	29	42	45
95th Queue (ft)	48	54	69	70
Link Distance (ft)	304	234	1698	2357
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 19: N Davis Hwy & E Texar Dr

Movement	EB	EB	EB	WB	WB	WB	NB	SB
Directions Served	L	T	TR	L	T	TR	LTR	LTR
Maximum Queue (ft)	89	130	116	49	158	146	238	544
Average Queue (ft)	38	40	31	13	58	48	88	182
95th Queue (ft)	69	87	86	38	114	106	161	431
Link Distance (ft)		323	323		602	602	2357	1463
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)	130			100				
Storage Blk Time (%)		0			2			
Queuing Penalty (veh)		0			0			

Intersection: 21: N Davis Hwy & I-110 Ramp/Driveway

Movement	EB	EB	EB	WB	NB	NB	NB	SB	SB
Directions Served	UL	LT	R	R	L	T	TR	UL	T
Maximum Queue (ft)	275	435	215	51	237	90	152	30	295
Average Queue (ft)	145	230	36	4	106	37	67	14	173
95th Queue (ft)	264	340	168	24	193	74	126	37	263
Link Distance (ft)		420		301		348		524	524
Upstream Blk Time (%)		0							
Queuing Penalty (veh)		0							
Storage Bay Dist (ft)	250		190		270		220		
Storage Blk Time (%)	0	17							
Queuing Penalty (veh)	0	43							

Intersection: 22: N Davis Hwy & E Fairfield Dr

Movement	EB	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB
Directions Served	UL	L	T	T	T	L	T	T	TR	UL	L	T
Maximum Queue (ft)	220	249	265	242	180	240	483	403	289	87	101	239
Average Queue (ft)	134	164	168	135	68	60	341	271	164	26	47	103
95th Queue (ft)	200	238	256	222	155	209	471	396	270	65	82	180
Link Distance (ft)			890	890	890		468	468	468			524
Upstream Blk Time (%)							1					
Queuing Penalty (veh)							0					
Storage Bay Dist (ft)	250	250				190				270	270	
Storage Blk Time (%)		0	1				34					
Queuing Penalty (veh)		0	2				10					

Intersection: 22: N Davis Hwy & E Fairfield Dr

Movement	NB	SB	SB	SB	SB
Directions Served	T	UL	T	T	R
Maximum Queue (ft)	215	130	252	288	374
Average Queue (ft)	110	72	28	180	42
95th Queue (ft)	186	130	133	284	191
Link Distance (ft)	524		748	748	
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)		285		550	
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 1000: Martin Luther King Jr Dr & N Davis Hwy

Movement	EB	WB	NB	SB
Directions Served	ULTR	LTR	LTR	LTR
Maximum Queue (ft)	130	116	99	31
Average Queue (ft)	14	32	47	10
95th Queue (ft)	63	76	91	33
Link Distance (ft)	348	1463	99	241
Upstream Blk Time (%)			0	
Queuing Penalty (veh)			1	
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 1001: Martin Luther King Jr Dr

Movement	EB	NB
Directions Served	R	LT
Maximum Queue (ft)	31	32
Average Queue (ft)	12	2
95th Queue (ft)	35	14
Link Distance (ft)	266	1205
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 297
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HCM 6th Edition cannot analyze u-turn movements.










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HCM 6th Edition cannot analyze u-turn movements.

Davis Highway/MLK Drive Two-Way Conversion Study  
3: Alcaniz St/Martin Luther King Jr Dr & E Cervantes St

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	35	1290	60	70	1380	15	35	25	50	25	20	35
Future Volume (veh/h)	35	1290	60	70	1380	15	35	25	50	25	20	35
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	37	1358	63	74	1453	16	37	26	53	26	21	37
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	237	1743	81	358	2465	27	131	97	161	219	165	354
Arrive On Green	0.50	0.50	0.50	0.27	1.00	1.00	0.22	0.22	0.22	0.22	0.22	0.22
Sat Flow, veh/h	361	3458	160	1781	3600	40	422	434	720	789	741	1585
Grp Volume(v), veh/h	37	697	724	74	717	752	116	0	0	47	0	37
Grp Sat Flow(s),veh/h/ln	361	1777	1842	1781	1777	1863	1576	0	0	1530	0	1585
Q Serve(g_s), s	7.4	41.6	41.8	0.0	0.0	0.0	3.4	0.0	0.0	0.0	0.0	2.4
Cycle Q Clear(g_c), s	7.4	41.6	41.8	0.0	0.0	0.0	7.6	0.0	0.0	2.9	0.0	2.4
Prop In Lane	1.00		0.09	1.00		0.02	0.32		0.46	0.55		1.00
Lane Grp Cap(c), veh/h	237	895	928	358	1216	1276	388	0	0	384	0	354
V/C Ratio(X)	0.16	0.78	0.78	0.21	0.59	0.59	0.30	0.00	0.00	0.12	0.00	0.10
Avail Cap(c_a), veh/h	266	1039	1077	358	1216	1276	406	0	0	384	0	354
HCM Platoon Ratio	1.00	1.00	1.00	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.89	0.89	0.89	0.78	0.78	0.78	1.00	0.00	0.00	0.97	0.00	0.97
Uniform Delay (d), s/veh	17.8	26.3	26.4	32.1	0.0	0.0	42.1	0.0	0.0	40.3	0.0	40.2
Incr Delay (d2), s/veh	0.6	3.9	3.8	0.2	1.6	1.6	0.4	0.0	0.0	0.6	0.0	0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	17.9	18.7	1.7	0.6	0.6	3.2	0.0	0.0	1.3	0.0	1.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	18.4	30.2	30.2	32.3	1.6	1.6	42.5	0.0	0.0	40.9	0.0	40.7
LnGrp LOS	B	C	C	C	A	A	D	A	A	D	A	D
Approach Vol, veh/h	1458		1543			116			84			
Approach Delay, s/veh	29.9		3.1			42.5			40.8			
Approach LOS	C		A			D			D			
Timer - Assigned Phs	1	2	4		6		8					
Phs Duration (G+Y+Rc), s	35.5	71.5	35.0		95.0		35.0					
Change Period (Y+Rc), s	6.0	6.0	6.0		6.0		* 6					
Max Green Setting (Gmax), s	76.0	76.0	29.0		89.0		* 31					
Max Q Clear Time (g_c+I12, s)	43.8	43.8	4.9		2.0		0.0					
Green Ext Time (p_c), s	0.0	21.7	0.2		40.4		0.0					

Intersection Summary

HCM 6th Ctrl Delay	17.7
HCM 6th LOS	B








Notes

\* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Davis Highway/MLK Drive Two-Way Conversion Study  
4: Haynes St/I-110 NB On Ramp & E Cervantes St

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	360	1350	0	0	1175	275	20	40	35	0	0	0
Future Volume (veh/h)	360	1350	0	0	1175	275	20	40	35	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach	No			No			No					
Adj Sat Flow, veh/h/ln	1870	1870	0	0	1870	1870	1870	1870	1870			
Adj Flow Rate, veh/h	379	1421	0	0	1237	289	21	42	37			
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95			
Percent Heavy Veh, %	2	2	0	0	2	2	2	2	2			
Cap, veh/h	430	3086	0	0	2171	501	70	73	62			
Arrive On Green	0.07	0.87	0.00	0.00	1.00	1.00	0.04	0.04	0.04			
Sat Flow, veh/h	1781	3647	0	0	2960	661	1781	1870	1585			
Grp Volume(v), veh/h	379	1421	0	0	761	765	21	42	37			
Grp Sat Flow(s),veh/h/ln	1781	1777	0	0	1777	1751	1781	1870	1585			
Q Serve(g_s), s	5.7	11.4	0.0	0.0	0.0	0.0	1.5	2.9	3.0			
Cycle Q Clear(g_c), s	5.7	11.4	0.0	0.0	0.0	0.0	1.5	2.9	3.0			
Prop In Lane	1.00		0.00	0.00		0.38	1.00		1.00			
Lane Grp Cap(c), veh/h	430	3086	0	0	1345	1326	70	73	62			
V/C Ratio(X)	0.88	0.46	0.00	0.00	0.57	0.58	0.30	0.57	0.60			
Avail Cap(c_a), veh/h	670	3086	0	0	1345	1326	370	388	329			
HCM Platoon Ratio	1.00	1.00	1.00	1.00	2.00	2.00	1.00	1.00	1.00			
Upstream Filter(I)	1.00	1.00	0.00	0.00	0.77	0.77	1.00	1.00	1.00			
Uniform Delay (d), s/veh	7.4	1.9	0.0	0.0	0.0	0.0	60.7	61.4	61.4			
Incr Delay (d2), s/veh	7.4	0.2	0.0	0.0	1.3	1.4	1.8	5.1	6.6			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(50%),veh/ln	2.2	2.0	0.0	0.0	0.5	0.5	0.7	1.5	1.3			
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	14.8	2.1	0.0	0.0	1.3	1.4	62.5	66.5	68.0			
LnGrp LOS	B	A	A	A	A	A	E	E	E			
Approach Vol, veh/h	1800			1526			100					
Approach Delay, s/veh	4.8			1.4			66.2					
Approach LOS	A			A			E					
Timer - Assigned Phs	1	2	4		6							
Phs Duration (G+Y+Rc), s	4.5	104.4	11.1		118.9							
Change Period (Y+Rc), s	6.0	6.0	6.0		6.0							
Max Green Setting (Gmax), s	26.0	59.0	27.0		91.0							
Max Q Clear Time (g_c+I1), s	2.0	2.0	5.0		13.4							
Green Ext Time (p_c), s	0.8	35.4	0.2		37.5							

Intersection Summary

HCM 6th Ctrl Delay	5.1
HCM 6th LOS	A

Davis Highway/MLK Drive Two-Way Conversion Study  
5: Martin Luther King Jr Dr & E Blount St

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔		↖	↗			↕			↕	
Traffic Volume (veh/h)	5	120	10	10	245	10	10	70	5	10	55	15
Future Volume (veh/h)	5	120	10	10	245	10	10	70	5	10	55	15
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	5	126	11	11	258	11	11	74	5	11	58	16
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	73	1227	104	1044	1311	56	74	125	8	74	103	27
Arrive On Green	0.74	0.74	0.74	0.74	0.74	0.74	0.08	0.08	0.08	0.08	0.08	0.08
Sat Flow, veh/h	22	1667	142	1252	1781	76	144	1571	101	150	1299	336
Grp Volume(v), veh/h	142	0	0	11	0	269	90	0	0	85	0	0
Grp Sat Flow(s),veh/h/ln	1830	0	0	1252	0	1857	1815	0	0	1785	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.0	0.0	2.9	0.1	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear(g_c), s	1.4	0.0	0.0	0.1	0.0	2.9	3.1	0.0	0.0	2.9	0.0	0.0
Prop In Lane	0.04		0.08	1.00		0.04	0.12		0.06	0.13		0.19
Lane Grp Cap(c), veh/h	1404	0	0	1044	0	1367	206	0	0	204	0	0
V/C Ratio(X)	0.10	0.00	0.00	0.01	0.00	0.20	0.44	0.00	0.00	0.42	0.00	0.00
Avail Cap(c_a), veh/h	1404	0	0	1044	0	1367	690	0	0	676	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	0.99	0.00	0.99	0.97	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	2.5	0.0	0.0	2.3	0.0	2.6	29.0	0.0	0.0	28.9	0.0	0.0
Incr Delay (d2), s/veh	0.1	0.0	0.0	0.0	0.0	0.1	2.0	0.0	0.0	1.9	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.0	0.0	0.0	0.0	0.7	1.4	0.0	0.0	1.3	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	2.6	0.0	0.0	2.3	0.0	2.7	31.0	0.0	0.0	30.8	0.0	0.0
LnGrp LOS	A	A	A	A	A	A	C	A	A	C	A	A
Approach Vol, veh/h	142		280			90			85			
Approach Delay, s/veh	2.6		2.7			31.0			30.8			
Approach LOS	A		A			C			C			
Timer - Assigned Phs	2		4			6			8			
Phs Duration (G+Y+Rc), s	53.8		11.2			53.8			11.2			
Change Period (Y+Rc), s	6.0		6.0			6.0			6.0			
Max Green Setting (Gmax), s	30.0		23.0			30.0			23.0			
Max Q Clear Time (g_c+I1), s	3.4		4.9			4.9			0.0			
Green Ext Time (p_c), s	1.1		0.5			2.4			0.0			
Intersection Summary												
HCM 6th Ctrl Delay	11.0											
HCM 6th LOS	B											

Davis Highway/MLK Drive Two-Way Conversion Study  
6: Martin Luther King Jr Dr & E Jordan St

04/01/2020

Intersection

Intersection Delay, s/veh 9.2

Intersection LOS A




Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔↔						↔			↔	
Traffic Vol, veh/h	30	305	20	0	0	0	0	90	5	20	60	0
Future Vol, veh/h	30	305	20	0	0	0	0	90	5	20	60	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	32	321	21	0	0	0	0	95	5	21	63	0
Number of Lanes	0	2	0	0	0	0	0	1	0	0	1	0

Approach	EB	NB	SB
Opposing Approach		SB	NB
Opposing Lanes	0	1	1
Conflicting Approach Left	SB	EB	
Conflicting Lanes Left	1	2	0
Conflicting Approach Right	NB		EB
Conflicting Lanes Right	1	0	2
HCM Control Delay	9.5	8.7	8.7
HCM LOS	A	A	A

Lane	NBLn1	EBLn1	EBLn2	SBLn1
Vol Left, %	0%	16%	0%	25%
Vol Thru, %	95%	84%	88%	75%
Vol Right, %	5%	0%	12%	0%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	95	183	173	80
LT Vol	0	30	0	20
Through Vol	90	153	153	60
RT Vol	5	0	20	0
Lane Flow Rate	100	192	182	84
Geometry Grp	2	7	7	2
Degree of Util (X)	0.135	0.271	0.247	0.116
Departure Headway (Hd)	4.873	5.07	4.906	4.974
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	736	709	732	721
Service Time	2.901	2.799	2.635	3.003
HCM Lane V/C Ratio	0.136	0.271	0.249	0.117
HCM Control Delay	8.7	9.7	9.2	8.7
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.5	1.1	1	0.4

Davis Highway/MLK Drive Two-Way Conversion Study  
7: Haynes St & E Jordan St

04/01/2020

Intersection												
Int Delay, s/veh	0											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	185	345	0	0	0	0	0	90	10	0	0	0
Future Vol, veh/h	185	345	0	0	0	0	0	90	10	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	0	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	16979	-	-	0	-	-	16979	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	195	363	0	0	0	0	0	95	11	0	0	0

Major/Minor	Major1			Minor1		
Conflicting Flow All	0	0	-	-	753	182
Stage 1	-	-	-	-	753	-
Stage 2	-	-	-	-	0	-
Critical Hdwy	4.14	-	-	-	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	2.22	-	-	-	4.02	3.32
Pot Cap-1 Maneuver	-	-	0	0	337	829
Stage 1	-	-	0	0	416	-
Stage 2	-	-	0	0	-	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	-	-	0	829
Mov Cap-2 Maneuver	-	-	-	-	0	-
Stage 1	-	-	-	-	0	-
Stage 2	-	-	-	-	0	-

Approach	EB	NB
HCM Control Delay, s		
HCM LOS		-

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT
Capacity (veh/h)	-	829	-	-
HCM Lane V/C Ratio	-	0.07	-	-
HCM Control Delay (s)	-	9.7	-	-
HCM Lane LOS	-	A	-	-
HCM 95th %tile Q(veh)	-	0.2	-	-

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HCM 6th Edition methodology does not support clustered intersections.

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HCM 6th Edition methodology does not support clustered intersections.



Davis Highway/MLK Drive Two-Way Conversion Study  
10: Martin Luther King Jr Dr & E Cross St

04/01/2020

Intersection

Intersection Delay, s/veh 8.4

Intersection LOS A

Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations			↕				↕			↕			↕	
Traffic Vol, veh/h	10	15	75	10	10	5	85	10	10	95	5	5	90	20
Future Vol, veh/h	10	15	75	10	10	5	85	10	10	95	5	5	90	20
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	11	16	79	11	11	5	89	11	11	100	5	5	95	21
Number of Lanes	0	0	1	0	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	8.4	8.4	8.4	8.4
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	9%	15%	5%	4%
Vol Thru, %	86%	75%	85%	78%
Vol Right, %	5%	10%	10%	17%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	110	110	110	115
LT Vol	10	16	6	5
Through Vol	95	82	93	90
RT Vol	5	11	11	20
Lane Flow Rate	116	116	116	121
Geometry Grp	1	1	1	1
Degree of Util (X)	0.148	0.148	0.147	0.152
Departure Headway (Hd)	4.608	4.592	4.573	4.517
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	778	780	784	794
Service Time	2.638	2.621	2.602	2.546
HCM Lane V/C Ratio	0.149	0.149	0.148	0.152
HCM Control Delay	8.4	8.4	8.4	8.4
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.5	0.5	0.5	0.5

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HCM 6th Edition cannot analyze u-turn movements.





Davis Highway/MLK Drive Two-Way Conversion Study  
13: E Wright Street & N Davis Hwy

04/01/2020

Intersection

Intersection Delay, s/veh 8.3

Intersection LOS A

Movement	EBU	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	10	95	65	70	5	5	125
Future Vol, veh/h	10	95	65	70	5	5	125
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	2	2	2	2	2	2	2
Mvmt Flow	11	100	68	74	5	5	132
Number of Lanes	0	1	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	2	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	2
HCM Control Delay	8.8	8	7.7
HCM LOS	A	A	A

Lane	EBLn1	EBLn2	WBLn1	SBLn1
Vol Left, %	100%	0%	0%	4%
Vol Thru, %	0%	100%	93%	0%
Vol Right, %	0%	0%	7%	96%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	105	65	75	130
LT Vol	105	0	0	5
Through Vol	0	65	70	0
RT Vol	0	0	5	125
Lane Flow Rate	111	68	79	137
Geometry Grp	7	7	5	2
Degree of Util (X)	0.163	0.092	0.099	0.152
Departure Headway (Hd)	5.321	4.82	4.492	3.996
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	668	736	800	902
Service Time	3.102	2.6	2.509	2.001
HCM Lane V/C Ratio	0.166	0.092	0.099	0.152
HCM Control Delay	9.2	8.1	8	7.7
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.6	0.3	0.3	0.5

Davis Highway/MLK Drive Two-Way Conversion Study  
14: N Davis Hwy & E Cervantes St

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	35	1275	55	70	1390	20	40	25	55	25	20	35
Future Volume (veh/h)	35	1275	55	70	1390	20	40	25	55	25	20	35
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	37	1342	58	74	1463	21	42	26	58	26	21	37
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	287	2723	118	307	2547	37	141	77	183	72	60	75
Arrive On Green	0.03	0.78	0.78	0.00	0.71	0.71	0.12	0.12	0.12	0.12	0.12	0.12
Sat Flow, veh/h	1781	3470	150	1781	3586	51	835	671	1585	308	519	651
Grp Volume(v), veh/h	37	686	714	74	724	760	68	0	58	84	0	0
Grp Sat Flow(s), veh/h/ln	1781	1777	1843	1781	1777	1861	1506	0	1585	1478	0	0
Q Serve(g_s), s	0.7	17.6	17.7	0.1	25.9	26.0	0.0	0.0	4.4	2.0	0.0	0.0
Cycle Q Clear(g_c), s	0.7	17.6	17.7	0.1	25.9	26.0	5.3	0.0	4.4	7.3	0.0	0.0
Prop In Lane	1.00		0.08	1.00		0.03	0.62		1.00	0.31		0.44
Lane Grp Cap(c), veh/h	287	1394	1446	307	1262	1322	218	0	183	207	0	0
V/C Ratio(X)	0.13	0.49	0.49	0.24	0.57	0.57	0.31	0.00	0.32	0.41	0.00	0.00
Avail Cap(c_a), veh/h	305	1394	1446	518	1262	1322	334	0	305	320	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.67	0.67	0.67	1.00	1.00	1.00	1.00	0.00	1.00	0.98	0.00	0.00
Uniform Delay (d), s/veh	7.4	4.9	4.9	9.6	9.2	9.2	53.1	0.0	52.8	53.8	0.0	0.0
Incr Delay (d2), s/veh	0.1	0.4	0.4	0.4	1.9	1.8	0.8	0.0	1.0	2.7	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	5.4	5.6	0.9	9.7	10.1	2.1	0.0	1.8	2.8	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	7.5	5.3	5.3	10.0	11.1	11.0	53.9	0.0	53.8	56.5	0.0	0.0
LnGrp LOS	A	A	A	A	B	B	D	A	D	E	A	A
Approach Vol, veh/h	1437			1558			126			84		
Approach Delay, s/veh	5.4			11.0			53.9			56.5		
Approach LOS	A			B			D			E		
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	98.8			21.5	0.0	108.5		21.5				
Change Period (Y+Rc), s	6.0	6.5		* 6.5	4.5	6.5		6.5				
Max Green Setting (Gmax), s	81.5			* 25	15.5	72.5		24.5				
Max Q Clear Time (g_c+11.2), s	28.0			7.3	0.0	19.7		0.0				
Green Ext Time (p_c), s	0.0	32.2		0.1	0.0	29.4		0.0				

Intersection Summary

HCM 6th Ctrl Delay	11.4
HCM 6th LOS	B

Notes

\* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Davis Highway/MLK Drive Two-Way Conversion Study  
15: N Davis Hwy & E Blount St

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	10	120	5	5	240	10	10	75	5	5	55	15
Future Volume (veh/h)	10	120	5	5	240	10	10	75	5	5	55	15
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No				No		No				No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	11	126	5	5	253	11	11	79	5	5	58	16
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	875	1164	46	61	1153	49	75	189	11	65	162	43
Arrive On Green	1.00	1.00	1.00	0.65	0.65	0.65	0.12	0.12	0.12	0.12	0.12	0.12
Sat Flow, veh/h	1115	1787	71	8	1770	76	108	1605	95	48	1375	361
Grp Volume(v), veh/h	11	0	131	269	0	0	95	0	0	79	0	0
Grp Sat Flow(s), veh/h/ln	1115	0	1858	1853	0	0	1809	0	0	1785	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.0	0.0	0.0	3.8	0.0	0.0	3.1	0.0	0.0	2.6	0.0	0.0
Prop In Lane	1.00		0.04	0.02		0.04	0.12		0.05	0.06		0.20
Lane Grp Cap(c), veh/h	875	0	1210	1264	0	0	275	0	0	269	0	0
V/C Ratio(X)	0.01	0.00	0.11	0.21	0.00	0.00	0.35	0.00	0.00	0.29	0.00	0.00
Avail Cap(c_a), veh/h	875	0	1210	1264	0	0	733	0	0	806	0	0
HCM Platoon Ratio	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	0.00	0.96	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	0.0	0.0	0.0	4.6	0.0	0.0	26.7	0.0	0.0	26.5	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.0	0.2	0.1	0.0	0.0	1.0	0.0	0.0	0.6	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.0	0.1	1.2	0.0	0.0	1.4	0.0	0.0	1.1	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	0.0	0.0	0.2	4.7	0.0	0.0	27.7	0.0	0.0	27.1	0.0	0.0
LnGrp LOS	A	A	A	A	A	A	C	A	A	C	A	A
Approach Vol, veh/h	142				269		95				79	
Approach Delay, s/veh	0.2				4.7		27.7				27.1	
Approach LOS	A				A		C				C	
Timer - Assigned Phs	2		4		6		8					
Phs Duration (G+Y+Rc), s	49.8		15.2		49.8		15.2					
Change Period (Y+Rc), s	7.5		* 7.5		* 7.5		7.5					
Max Green Setting (Gmax), s	25.5		* 28		* 29		24.5					
Max Q Clear Time (g_c+I1), s	2.0		0.0		5.8		5.1					
Green Ext Time (p_c), s	1.0		0.0		1.6		0.6					

Intersection Summary

HCM 6th Ctrl Delay	10.4
HCM 6th LOS	B

Notes

User approved volume balancing among the lanes for turning movement.

\* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Davis Highway/MLK Drive Two-Way Conversion Study  
16: N Davis Hwy & E Jordan St

04/01/2020

Intersection

Intersection Delay, s/veh 9  
Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔↔						↔			↔	
Traffic Vol, veh/h	35	280	15	0	0	0	0	90	10	10	60	0
Future Vol, veh/h	35	280	15	0	0	0	0	90	10	10	60	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	37	295	16	0	0	0	0	95	11	11	63	0
Number of Lanes	0	2	0	0	0	0	0	1	0	0	1	0

Approach	EB	NB	SB
Opposing Approach		SB	NB
Opposing Lanes	0	1	1
Conflicting Approach Left SB		EB	
Conflicting Lanes Left	1	2	0
Conflicting Approach Right NB			EB
Conflicting Lanes Right	1	0	2
HCM Control Delay	9.3	8.6	8.5
HCM LOS	A	A	A

Lane	NBLn1	EBLn1	EBLn2	SBLn1
Vol Left, %	0%	20%	0%	14%
Vol Thru, %	90%	80%	90%	86%
Vol Right, %	10%	0%	10%	0%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	100	175	155	70
LT Vol	0	35	0	10
Through Vol	90	140	140	60
RT Vol	10	0	15	0
Lane Flow Rate	105	184	163	74
Geometry Grp	2	7	7	2
Degree of Util (X)	0.14	0.259	0.222	0.1
Departure Headway (Hd)	4.777	5.068	4.899	4.904
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	752	709	733	731
Service Time	2.801	2.796	2.628	2.931
HCM Lane V/C Ratio	0.14	0.26	0.222	0.101
HCM Control Delay	8.6	9.6	9	8.5
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.5	1	0.8	0.3

Davis Highway/MLK Drive Two-Way Conversion Study  
17: N Davis Hwy & E Maxwell Street

04/01/2020

Intersection

Intersection Delay, s/veh 9.4

Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations					↔↔	↔		↔			↔	
Traffic Vol, veh/h	0	0	0	5	290	10	15	110	0	0	65	20
Future Vol, veh/h	0	0	0	5	290	10	15	110	0	0	65	20
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	0	5	305	11	16	116	0	0	68	21
Number of Lanes	0	0	0	0	2	1	0	1	0	0	1	0

Approach	WB	NB	SB
Opposing Approach		SB	NB
Opposing Lanes	0	1	1
Conflicting Approach Left	NB		WB
Conflicting Lanes Left	1	0	3
Conflicting Approach Right	SB	WB	
Conflicting Lanes Right	1	3	0
HCM Control Delay	9.5	9.6	8.9
HCM LOS	A	A	A

Lane	NBLn1	WBLn1	WBLn2	WBLn3	SBLn1
Vol Left, %	12%	5%	0%	0%	0%
Vol Thru, %	88%	95%	100%	0%	76%
Vol Right, %	0%	0%	0%	100%	24%
Sign Control	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	125	102	193	10	85
LT Vol	15	5	0	0	0
Through Vol	110	97	193	0	65
RT Vol	0	0	0	10	20
Lane Flow Rate	132	107	204	11	89
Geometry Grp	7	7	7	7	7
Degree of Util (X)	0.2	0.153	0.29	0.013	0.132
Departure Headway (Hd)	5.476	5.157	5.132	4.429	5.304
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes
Cap	655	695	700	807	675
Service Time	3.215	2.892	2.868	2.164	3.047
HCM Lane V/C Ratio	0.202	0.154	0.291	0.014	0.132
HCM Control Delay	9.6	8.8	10	7.2	8.9
HCM Lane LOS	A	A	A	A	A
HCM 95th-tile Q	0.7	0.5	1.2	0	0.5

Davis Highway/MLK Drive Two-Way Conversion Study  
18: N Davis Hwy & E Cross St

04/01/2020

Intersection

Intersection Delay, s/veh 8.3

Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Vol, veh/h	20	65	10	5	75	10	15	100	5	5	90	20
Future Vol, veh/h	20	65	10	5	75	10	15	100	5	5	90	20
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	21	68	11	5	79	11	16	105	5	5	95	21
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	8.3	8.2	8.4	8.2
HCM LOS	A	A	A	A







Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	12%	21%	6%	4%
Vol Thru, %	83%	68%	83%	78%
Vol Right, %	4%	11%	11%	17%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	120	95	90	115
LT Vol	15	20	5	5
Through Vol	100	65	75	90
RT Vol	5	10	10	20
Lane Flow Rate	126	100	95	121
Geometry Grp	1	1	1	1
Degree of Util (X)	0.159	0.128	0.12	0.149
Departure Headway (Hd)	4.528	4.593	4.566	4.44
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	793	781	785	809
Service Time	2.552	2.619	2.592	2.465
HCM Lane V/C Ratio	0.159	0.128	0.121	0.15
HCM Control Delay	8.4	8.3	8.2	8.2
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.6	0.4	0.4	0.5



Davis Highway/MLK Drive Two-Way Conversion Study  
19: N Davis Hwy & E Texar Dr

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	75	325	40	15	390	50	20	80	20	40	75	45
Future Volume (veh/h)	75	325	40	15	390	50	20	80	20	40	75	45
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No				No				No			
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	79	342	42	16	411	53	21	84	21	42	79	47
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	675	2246	274	652	1717	220	86	138	32	106	95	51
Arrive On Green	0.14	1.00	1.00	0.54	0.54	0.54	0.10	0.10	0.10	0.10	0.10	0.10
Sat Flow, veh/h	1781	3189	389	999	3168	406	203	1316	304	351	907	488
Grp Volume(v), veh/h	79	189	195	16	229	235	126	0	0	168	0	0
Grp Sat Flow(s),veh/h/ln	1781	1777	1800	999	1777	1797	1823	0	0	1746	0	0
Q Serve(g_s), s	1.0	0.0	0.0	0.5	4.4	4.5	0.0	0.0	0.0	1.8	0.0	0.0
Cycle Q Clear(g_c), s	1.0	0.0	0.0	0.5	4.4	4.5	4.3	0.0	0.0	6.1	0.0	0.0
Prop In Lane	1.00		0.22	1.00		0.23	0.17		0.17	0.25		0.28
Lane Grp Cap(c), veh/h	675	1251	1268	652	963	974	256	0	0	252	0	0
V/C Ratio(X)	0.12	0.15	0.15	0.02	0.24	0.24	0.49	0.00	0.00	0.67	0.00	0.00
Avail Cap(c_a), veh/h	714	1251	1268	652	963	974	701	0	0	687	0	0
HCM Platoon Ratio	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.98	0.98	0.98	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	4.3	0.0	0.0	6.9	7.8	7.8	28.0	0.0	0.0	28.7	0.0	0.0
Incr Delay (d2), s/veh	0.1	0.1	0.1	0.1	0.6	0.6	1.5	0.0	0.0	4.2	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.2	0.0	0.0	0.1	1.4	1.5	1.9	0.0	0.0	2.8	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	4.4	0.1	0.1	7.0	8.4	8.4	29.4	0.0	0.0	33.0	0.0	0.0
LnGrp LOS	A	A	A	A	A	A	C	A	A	C	A	A
Approach Vol, veh/h	463				480				126		168	
Approach Delay, s/veh	0.8				8.4				29.4		33.0	
Approach LOS	A				A				C		C	
Timer - Assigned Phs	1	2	4		6		8					
Phs Duration (G+Y+Rc), s	0.6	41.2	13.2		51.8		13.2					
Change Period (Y+Rc), s	6.0	6.0	6.4		6.0		* 6.4					
Max Green Setting (Gmax), s	6.0	16.6	24.0		28.6		* 24					
Max Q Clear Time (g_c+11.3), s	6.5	6.5	6.3		2.0		0.0					
Green Ext Time (p_c), s	0.0	2.4	0.6		3.1		0.0					

Intersection Summary

HCM 6th Ctrl Delay	11.0
HCM 6th LOS	B

Notes

\* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

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HCM 6th Edition methodology does not support Non-NEMA phasing.

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HCM 6th Edition cannot analyze u-turn movements.




Intersection

Intersection Delay, s/veh 5.1

Intersection LOS A

Approach	EB	WB	NB	SB
Entry Lanes	1	1	1	1
Conflicting Circle Lanes	1	1	1	1
Adj Approach Flow, veh/h	362	216	187	30
Demand Flow Rate, veh/h	369	220	191	30
Vehicles Circulating, veh/h	35	220	220	409
Vehicles Exiting, veh/h	404	191	184	31
Ped Vol Crossing Leg, #/h	0	0	0	0
Ped Cap Adj	1.000	1.000	1.000	1.000
Approach Delay, s/veh	5.2	5.1	4.9	4.3
Approach LOS	A	A	A	A

Lane	Left	Left	Left	Left
Designated Moves	LTR	LTR	LTR	LTR
Assumed Moves	LTR	LTR	LTR	LTR
RT Channelized				
Lane Util	1.000	1.000	1.000	1.000
Follow-Up Headway, s	2.609	2.609	2.609	2.609
Critical Headway, s	4.976	4.976	4.976	4.976
Entry Flow, veh/h	369	220	191	30
Cap Entry Lane, veh/h	1331	1103	1103	909
Entry HV Adj Factor	0.982	0.982	0.979	0.991
Flow Entry, veh/h	362	216	187	30
Cap Entry, veh/h	1307	1083	1079	901
V/C Ratio	0.277	0.200	0.173	0.033
Control Delay, s/veh	5.2	5.1	4.9	4.3
LOS	A	A	A	A
95th %tile Queue, veh	1	1	1	0

Intersection						
Int Delay, s/veh	0.7					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	20	10	178	165	6
Future Vol, veh/h	0	20	10	178	165	6
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	21	11	187	174	6
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	-	177	180	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	4.12	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	0	866	1396	-	-	-
Stage 1	0	-	-	-	-	-
Stage 2	0	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	866	1396	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	9.3	0.4		0		
HCM LOS	A					
Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR	
Capacity (veh/h)	1396	-	866	-	-	
HCM Lane V/C Ratio	0.008	-	0.024	-	-	
HCM Control Delay (s)	7.6	-	9.3	-	-	
HCM Lane LOS	A	-	A	-	-	
HCM 95th %tile Q(veh)	0	-	0.1	-	-	

# Davis Highway/MLK Drive Two-Way Conversion Study

## 1: Alcaniz St & E Gregory Street

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBL	SBT
Lane Configurations					←↑↑↑			↓	↑↑↑			↑↑
Traffic Volume (vph)	0	0	0	340	550	30	10	25	210	0	0	235
Future Volume (vph)	0	0	0	340	550	30	10	25	210	0	0	235
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)					6.0			6.0	6.0			6.0
Lane Util. Factor					0.91			1.00	0.91			0.95
Frt					1.00			1.00	1.00			0.97
Flt Protected					0.98			0.95	1.00			1.00
Satd. Flow (prot)					4968			1770	5085			3445
Flt Permitted					0.98			0.95	1.00			1.00
Satd. Flow (perm)					4968			1770	5085			3445
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	0	0	0	358	579	32	11	26	221	0	0	247
RTOR Reduction (vph)	0	0	0	0	4	0	0	0	0	0	0	25
Lane Group Flow (vph)	0	0	0	0	965	0	0	37	221	0	0	275
Turn Type				Perm	NA		Prot	Prot	NA			NA
Protected Phases					2		7	7	4			8
Permitted Phases				2								
Actuated Green, G (s)					24.8			1.8	19.2			11.4
Effective Green, g (s)					24.8			1.8	19.2			11.4
Actuated g/C Ratio					0.44			0.03	0.34			0.20
Clearance Time (s)					6.0			6.0	6.0			6.0
Vehicle Extension (s)					5.0			3.0	4.0			4.0
Lane Grp Cap (vph)					2200			56	1743			701
v/s Ratio Prot								c0.02	0.04			c0.08
v/s Ratio Perm					0.19							
v/c Ratio					0.44			0.66	0.13			0.39
Uniform Delay, d1					10.8			26.8	12.6			19.3
Progression Factor					1.00			1.00	1.00			1.00
Incremental Delay, d2					0.3			25.5	0.0			0.5
Delay (s)					11.1			52.3	12.7			19.8
Level of Service					B			D	B			B
Approach Delay (s)		0.0			11.1				18.4			19.8
Approach LOS		A			B				B			B

### Intersection Summary

HCM 2000 Control Delay	14.0	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.43		
Actuated Cycle Length (s)	56.0	Sum of lost time (s)	18.0
Intersection Capacity Utilization	46.1%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group

Davis Highway/MLK Drive Two-Way Conversion Study  
1: Alcaniz St & E Gregory Street

04/01/2020

Movement	SBR
Lane Configurations	
Traffic Volume (vph)	50
Future Volume (vph)	50
Ideal Flow (vphpl)	1900
Total Lost time (s)	
Lane Util. Factor	
Flt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.95
Adj. Flow (vph)	53
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	

Davis Highway/MLK Drive Two-Way Conversion Study  
2: Alcaniz St & E Wright Street

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBL	SBT
Lane Configurations		↔↔			↔↔			↔	↔	↔		↔↔
Traffic Volume (vph)	5	50	15	150	50	5	10	30	85	115	5	110
Future Volume (vph)	5	50	15	150	50	5	10	30	85	115	5	110
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.5			4.5			4.5	4.5	4.5		4.5
Lane Util. Factor		0.95			0.95			1.00	1.00	1.00		1.00
Frt		0.97			1.00			1.00	1.00	0.85		0.98
Flt Protected		1.00			0.96			0.95	1.00	1.00		1.00
Satd. Flow (prot)		3413			3402			1770	1863	1583		1822
Flt Permitted		0.93			0.76			0.67	1.00	1.00		0.99
Satd. Flow (perm)		3177			2673			1241	1863	1583		1806
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	5	53	16	158	53	5	11	32	89	121	5	116
RTOR Reduction (vph)	0	11	0	0	1	0	0	0	0	80	0	6
Lane Group Flow (vph)	0	63	0	0	215	0	0	43	89	41	0	136
Turn Type	Perm	NA		Perm	NA		Perm	Perm	NA	Perm	Perm	NA
Protected Phases		4			8				2			6
Permitted Phases	4			8			2	2		2	6	
Actuated Green, G (s)		7.7			7.7			8.7	8.7	8.7		8.7
Effective Green, g (s)		7.7			7.7			8.7	8.7	8.7		8.7
Actuated g/C Ratio		0.30			0.30			0.34	0.34	0.34		0.34
Clearance Time (s)		4.5			4.5			4.5	4.5	4.5		4.5
Vehicle Extension (s)		3.0			3.0			3.0	3.0	3.0		3.0
Lane Grp Cap (vph)		963			810			425	638	542		618
v/s Ratio Prot									0.05			
v/s Ratio Perm		0.02			0.08			0.03		0.03		0.08
v/c Ratio		0.07			0.26			0.10	0.14	0.08		0.22
Uniform Delay, d1		6.3			6.7			5.7	5.8	5.6		5.9
Progression Factor		1.00			1.00			1.00	1.00	1.00		1.00
Incremental Delay, d2		0.0			0.2			0.1	0.1	0.1		0.2
Delay (s)		6.3			6.9			5.8	5.9	5.7		6.1
Level of Service		A			A			A	A	A		A
Approach Delay (s)		6.3			6.9				5.8			6.1
Approach LOS		A			A				A			A

Intersection Summary

HCM 2000 Control Delay	6.3	HCM 2000 Level of Service	A
HCM 2000 Volume to Capacity ratio	0.24		
Actuated Cycle Length (s)	25.4	Sum of lost time (s)	9.0
Intersection Capacity Utilization	38.0%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group






















Davis Highway/MLK Drive Two-Way Conversion Study  
2: Alcaniz St & E Wright Street

04/01/2020

Movement	SBR
Lane Configurations	
Traffic Volume (vph)	20
Future Volume (vph)	20
Ideal Flow (vphpl)	1900
Total Lost time (s)	
Lane Util. Factor	
Flt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.95
Adj. Flow (vph)	21
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	



















Davis Highway/MLK Drive Two-Way Conversion Study  
3: Alcaniz St/Martin Luther King Jr Dr & E Cervantes St

04/01/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	35	1290	60	70	1380	15	35	25	50	25	20	35
Future Volume (vph)	35	1290	60	70	1380	15	35	25	50	25	20	35
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0		6.0	6.0			4.5			6.0	6.0
Lane Util. Factor	1.00	0.95		1.00	0.95			1.00			1.00	1.00
Frt	1.00	0.99		1.00	1.00			0.94			1.00	0.85
Flt Protected	0.95	1.00		0.95	1.00			0.98			0.97	1.00
Satd. Flow (prot)	1770	3516		1770	3533			1720			1813	1583
Flt Permitted	0.12	1.00		0.11	1.00			0.90			0.82	1.00
Satd. Flow (perm)	224	3516		210	3533			1576			1526	1583
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	37	1358	63	74	1453	16	37	26	53	26	21	37
RTOR Reduction (vph)	0	3	0	0	1	0	0	23	0	0	0	29
Lane Group Flow (vph)	37	1418	0	74	1468	0	0	93	0	0	47	8
Turn Type	Perm	NA		pm+pt	NA		Perm	NA		Perm	NA	Perm
Protected Phases		2		1	6			8			4	
Permitted Phases	2			6			8			4		4
Actuated Green, G (s)	75.7	75.7		89.0	89.0			30.5			29.0	29.0
Effective Green, g (s)	75.7	75.7		89.0	89.0			30.5			29.0	29.0
Actuated g/C Ratio	0.58	0.58		0.68	0.68			0.23			0.22	0.22
Clearance Time (s)	6.0	6.0		6.0	6.0			4.5			6.0	6.0
Vehicle Extension (s)	5.0	5.0		2.5	5.0			3.0			2.5	2.5
Lane Grp Cap (vph)	130	2047		231	2418			369			340	353
v/s Ratio Prot		c0.40		0.02	c0.42							
v/s Ratio Perm	0.17			0.20				c0.06			0.03	0.01
v/c Ratio	0.28	0.69		0.32	0.61			0.25			0.14	0.02
Uniform Delay, d1	13.6	19.0		26.4	11.1			40.5			40.5	39.4
Progression Factor	0.81	0.87		0.48	0.45			1.00			0.80	13.71
Incremental Delay, d2	2.3	1.2		0.5	0.9			0.4			0.8	0.1
Delay (s)	13.3	17.8		13.2	6.0			40.8			33.3	540.9
Level of Service	B	B		B	A			D			C	F
Approach Delay (s)		17.7			6.3			40.8			256.9	
Approach LOS		B			A			D			F	
Intersection Summary												
HCM 2000 Control Delay	19.3			HCM 2000 Level of Service					B			
HCM 2000 Volume to Capacity ratio	0.59											
Actuated Cycle Length (s)	130.0			Sum of lost time (s)					18.0			
Intersection Capacity Utilization	77.9%			ICU Level of Service					D			
Analysis Period (min)	15											
c Critical Lane Group												

Davis Highway/MLK Drive Two-Way Conversion Study  
4: Haynes St/I-110 NB On Ramp & E Cervantes St

04/01/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	360	1350	0	0	1175	275	20	40	35	0	0	0
Future Volume (vph)	360	1350	0	0	1175	275	20	40	35	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0			6.0		6.0	6.0	6.0			
Lane Util. Factor	1.00	0.95			0.95		1.00	1.00	1.00			
Frt	1.00	1.00			0.97		1.00	1.00	0.85			
Flt Protected	0.95	1.00			1.00		0.95	1.00	1.00			
Satd. Flow (prot)	1770	3539			3439		1770	1863	1583			
Flt Permitted	0.08	1.00			1.00		0.95	1.00	1.00			
Satd. Flow (perm)	149	3539			3439		1770	1863	1583			
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	379	1421	0	0	1237	289	21	42	37	0	0	0
RTOR Reduction (vph)	0	0	0	0	12	0	0	0	35	0	0	0
Lane Group Flow (vph)	379	1421	0	0	1514	0	21	42	2	0	0	0
Turn Type	pm+pt	NA			NA		Perm	NA	Perm			
Protected Phases	1	6			2			4				
Permitted Phases	6						4		4			
Actuated Green, G (s)	111.1	111.1			76.2		6.9	6.9	6.9			
Effective Green, g (s)	111.1	111.1			76.2		6.9	6.9	6.9			
Actuated g/C Ratio	0.85	0.85			0.59		0.05	0.05	0.05			
Clearance Time (s)	6.0	6.0			6.0		6.0	6.0	6.0			
Vehicle Extension (s)	2.5	5.0			5.0		2.5	2.5	2.5			
Lane Grp Cap (vph)	487	3024			2015		93	98	84			
v/s Ratio Prot	c0.17	0.40			0.44			c0.02				
v/s Ratio Perm	c0.49						0.01		0.00			
v/c Ratio	0.78	0.47			0.75		0.23	0.43	0.02			
Uniform Delay, d1	34.8	2.3			19.9		59.0	59.6	58.4			
Progression Factor	1.00	1.00			0.51		1.00	1.00	1.00			
Incremental Delay, d2	7.4	0.2			2.2		0.9	2.2	0.1			
Delay (s)	42.2	2.5			12.2		59.9	61.8	58.4			
Level of Service	D	A			B		E	E	E			
Approach Delay (s)		10.9			12.2			60.2			0.0	
Approach LOS		B			B			E			A	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			12.9			HCM 2000 Level of Service			B			
HCM 2000 Volume to Capacity ratio			0.77									
Actuated Cycle Length (s)			130.0			Sum of lost time (s)			18.0			
Intersection Capacity Utilization			79.5%			ICU Level of Service			D			
Analysis Period (min)			15									
c Critical Lane Group												

Davis Highway/MLK Drive Two-Way Conversion Study  
5: Martin Luther King Jr Dr & E Blount St

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔		↔	↔			↔			↔	
Traffic Volume (vph)	5	120	10	10	245	10	10	70	5	10	55	15
Future Volume (vph)	5	120	10	10	245	10	10	70	5	10	55	15
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0		6.0	6.0			6.0			6.0	
Lane Util. Factor		1.00		1.00	1.00			1.00			1.00	
Frt		0.99		1.00	0.99			0.99			0.97	
Flt Protected		1.00		0.95	1.00			0.99			0.99	
Satd. Flow (prot)		1840		1770	1851			1838			1804	
Flt Permitted		0.99		0.67	1.00			0.94			0.94	
Satd. Flow (perm)		1827		1241	1851			1741			1711	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	5	126	11	11	258	11	11	74	5	11	58	16
RTOR Reduction (vph)	0	3	0	0	1	0	0	4	0	0	14	0
Lane Group Flow (vph)	0	139	0	11	268	0	0	86	0	0	71	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		2			6			8			4	
Permitted Phases	2			6			8			4		
Actuated Green, G (s)		44.8		44.8	44.8			8.2			8.2	
Effective Green, g (s)		44.8		44.8	44.8			8.2			8.2	
Actuated g/C Ratio		0.69		0.69	0.69			0.13			0.13	
Clearance Time (s)		6.0		6.0	6.0			6.0			6.0	
Vehicle Extension (s)		4.0		4.0	4.0			4.0			4.0	
Lane Grp Cap (vph)		1259		855	1275			219			215	
v/s Ratio Prot					c0.14							
v/s Ratio Perm		0.08		0.01				c0.05			0.04	
v/c Ratio		0.11		0.01	0.21			0.39			0.33	
Uniform Delay, d1		3.4		3.2	3.7			26.1			25.9	
Progression Factor		1.00		0.37	0.33			0.98			1.00	
Incremental Delay, d2		0.2		0.0	0.1			1.5			1.2	
Delay (s)		3.6		1.2	1.3			27.1			27.1	
Level of Service		A		A	A			C			C	
Approach Delay (s)		3.6			1.3			27.1			27.1	
Approach LOS		A			A			C			C	
















Intersection Summary

HCM 2000 Control Delay	9.4	HCM 2000 Level of Service	A
HCM 2000 Volume to Capacity ratio	0.24		
Actuated Cycle Length (s)	65.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	29.4%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group

Davis Highway/MLK Drive Two-Way Conversion Study  
6: Martin Luther King Jr Dr & E Jordan St













04/01/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Traffic Volume (vph)	30	305	20	0	0	0	0	90	5	20	60	0
Future Volume (vph)	30	305	20	0	0	0	0	90	5	20	60	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	32	321	21	0	0	0	0	95	5	21	63	0
Direction, Lane #	EB 1	EB 2	NB 1	SB 1								
Volume Total (vph)	193	182	100	84								
Volume Left (vph)	32	0	0	21								
Volume Right (vph)	0	21	5	0								
Hadj (s)	0.12	-0.05	0.00	0.08								
Departure Headway (s)	5.1	4.9	4.9	5.0								
Degree Utilization, x	0.27	0.25	0.14	0.12								
Capacity (veh/h)	681	709	694	675								
Control Delay (s)	8.8	8.3	8.7	8.6								
Approach Delay (s)	8.6		8.7	8.6								
Approach LOS	A		A	A								
Intersection Summary												
Delay			8.6									
Level of Service			A									
Intersection Capacity Utilization			27.5%		ICU Level of Service				A			
Analysis Period (min)			15									

Intersection Sign configuration not allowed in HCM analysis.

Davis Highway/MLK Drive Two-Way Conversion Study  
8: Haynes St/I-110 NB & E Maxwell Street

04/01/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations					↑↑	↑	↑	↑				
Traffic Volume (vph)	0	0	0	0	175	180	20	255	0	0	0	0
Future Volume (vph)	0	0	0	0	175	180	20	255	0	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)					12.0	12.0	6.0	6.0				
Lane Util. Factor					0.95	1.00	1.00	1.00				
Frt					1.00	0.85	1.00	1.00				
Flt Protected					1.00	1.00	0.95	1.00				
Satd. Flow (prot)					3539	1583	1770	1863				
Flt Permitted					1.00	1.00	0.95	1.00				
Satd. Flow (perm)					3539	1583	1770	1863				
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	0	0	0	0	184	189	21	268	0	0	0	0
RTOR Reduction (vph)	0	0	0	0	0	136	10	0	0	0	0	0
Lane Group Flow (vph)	0	0	0	0	184	53	11	268	0	0	0	0
Turn Type					NA	Perm	Perm	NA				
Protected Phases					4 1			2				
Permitted Phases						4 1	2					
Actuated Green, G (s)					36.9	36.9	56.3	56.3				
Effective Green, g (s)					30.9	30.9	56.3	56.3				
Actuated g/C Ratio					0.28	0.28	0.51	0.51				
Clearance Time (s)							6.0	6.0				
Vehicle Extension (s)							4.0	4.0				
Lane Grp Cap (vph)					983	439	896	943				
v/s Ratio Prot					c0.05			c0.14				
v/s Ratio Perm						0.03	0.01					
v/c Ratio					0.19	0.12	0.01	0.28				
Uniform Delay, d1					30.6	30.0	13.6	15.8				
Progression Factor					0.19	0.53	1.00	1.00				
Incremental Delay, d2					0.2	0.3	0.0	0.8				
Delay (s)					5.9	16.3	13.7	16.6				
Level of Service					A	B	B	B				
Approach Delay (s)		0.0			11.1			16.4			0.0	
Approach LOS		A			B			B			A	
<b>Intersection Summary</b>												
HCM 2000 Control Delay		13.4			HCM 2000 Level of Service			B				
HCM 2000 Volume to Capacity ratio		0.25										
Actuated Cycle Length (s)		111.2			Sum of lost time (s)			24.0				
Intersection Capacity Utilization		39.6%			ICU Level of Service			A				
Analysis Period (min)		15										
c Critical Lane Group												

Davis Highway/MLK Drive Two-Way Conversion Study  
9: Martin Luther King Jr Dr & E Maxwell Street

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations					↔↔↔			↔			↔	↔
Traffic Volume (vph)	0	0	0	5	315	5	20	100	0	0	75	20
Future Volume (vph)	0	0	0	5	315	5	20	100	0	0	75	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)					12.0			6.0			6.0	6.0
Lane Util. Factor					0.91			1.00			1.00	1.00
Frt					1.00			1.00			1.00	0.85
Flt Protected					1.00			0.99			1.00	1.00
Satd. Flow (prot)					5070			1847			1863	1583
Flt Permitted					1.00			0.96			1.00	1.00
Satd. Flow (perm)					5070			1779			1863	1583
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	0	0	0	5	332	5	21	105	0	0	79	21
RTOR Reduction (vph)	0	0	0	0	2	0	0	0	0	0	0	0
Lane Group Flow (vph)	0	0	0	0	340	0	0	126	0	0	79	21
Turn Type				Perm	NA		Perm	NA			NA	custom
Protected Phases					4			2			6	
Permitted Phases				4			2					1
Actuated Green, G (s)					19.8			56.3			73.4	11.1
Effective Green, g (s)					19.8			56.3			73.4	11.1
Actuated g/C Ratio					0.18			0.51			0.66	0.10
Clearance Time (s)					12.0			6.0			6.0	6.0
Vehicle Extension (s)					5.0			4.0			4.0	4.0
Lane Grp Cap (vph)					902			900			1229	158
v/s Ratio Prot											0.04	
v/s Ratio Perm					0.07			c0.07				c0.01
v/c Ratio					0.38			0.14			0.06	0.13
Uniform Delay, d1					40.3			14.6			6.7	45.7
Progression Factor					1.00			1.00			1.00	1.00
Incremental Delay, d2					0.6			0.3			0.0	0.5
Delay (s)					40.8			14.9			6.7	46.2
Level of Service					D			B			A	D
Approach Delay (s)		0.0			40.8			14.9			15.0	
Approach LOS		A			D			B			B	

Intersection Summary

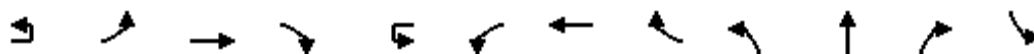
HCM 2000 Control Delay	30.5	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.19		
Actuated Cycle Length (s)	111.2	Sum of lost time (s)	24.0
Intersection Capacity Utilization	36.8%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group



Davis Highway/MLK Drive Two-Way Conversion Study  
10: Martin Luther King Jr Dr & E Cross St

04/01/2020



Movement	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBL	NBT	NBR	SBL
Lane Configurations			↕				↕			↕		
Sign Control			Stop				Stop			Stop		
Traffic Volume (vph)	10	15	75	10	10	5	85	10	10	95	5	5
Future Volume (vph)	10	15	75	10	10	5	85	10	10	95	5	5
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	0	16	79	11	0	5	89	11	11	100	5	5

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total (vph)	106	105	116	121
Volume Left (vph)	16	5	11	5
Volume Right (vph)	11	11	5	21
Hadj (s)	0.00	-0.02	0.03	-0.06
Departure Headway (s)	4.6	4.6	4.6	4.5
Degree Utilization, x	0.14	0.13	0.15	0.15
Capacity (veh/h)	731	736	743	753
Control Delay (s)	8.3	8.3	8.4	8.3
Approach Delay (s)	8.3	8.3	8.4	8.3
Approach LOS	A	A	A	A

Intersection Summary

Delay	8.3
Level of Service	A
Intersection Capacity Utilization	25.5%
ICU Level of Service	A
Analysis Period (min)	15



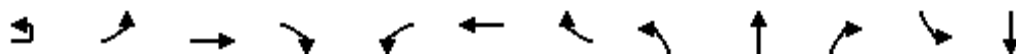
Movement	SBT	SBR
Lane Configurations	↕	
Sign Control	Stop	
Traffic Volume (vph)	90	20
Future Volume (vph)	90	20
Peak Hour Factor	0.95	0.95
Hourly flow rate (vph)	95	21

Direction, Lane #
-------------------

# Davis Highway/MLK Drive Two-Way Conversion Study

## 11: Martin Luther King Jr Dr & E Texar Dr

04/01/2020



Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations		↔	↔		↔	↔			↔			↔
Traffic Volume (vph)	15	70	385	40	15	390	50	15	75	15	40	80
Future Volume (vph)	15	70	385	40	15	390	50	15	75	15	40	80
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.5	6.0		6.0	6.0			6.0			6.2
Lane Util. Factor		1.00	0.95		1.00	0.95			1.00			1.00
Frt		1.00	0.99		1.00	0.98			0.98			0.96
Flt Protected		0.95	1.00		0.95	1.00			0.99			0.99
Satd. Flow (prot)		1770	3489		1770	3479			1813			1768
Flt Permitted		0.44	1.00		0.49	1.00			0.94			0.90
Satd. Flow (perm)		822	3489		919	3479			1720			1612
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	16	74	405	42	16	411	53	16	79	16	42	84
RTOR Reduction (vph)	0	0	8	0	0	11	0	0	12	0	0	30
Lane Group Flow (vph)	0	90	439	0	16	453	0	0	99	0	0	149
Turn Type	pm+pt	pm+pt	NA		pm+pt	NA		Perm	NA		Perm	NA
Protected Phases	1	1	6		5	2			4			8
Permitted Phases	6	6			2			4			8	
Actuated Green, G (s)		38.7	32.9		31.2	29.9			12.8			12.6
Effective Green, g (s)		38.7	32.9		31.2	29.9			12.8			12.6
Actuated g/C Ratio		0.60	0.51		0.48	0.46			0.20			0.19
Clearance Time (s)		4.5	6.0		6.0	6.0			6.0			6.2
Vehicle Extension (s)		3.0	4.0		3.0	3.0			3.0			4.0
Lane Grp Cap (vph)		573	1765		458	1600			338			312
v/s Ratio Prot		c0.01	0.13		0.00	c0.13						
v/s Ratio Perm		0.08			0.02				0.06			c0.09
v/c Ratio		0.16	0.25		0.03	0.28			0.29			0.48
Uniform Delay, d1		5.7	9.1		8.9	10.9			22.2			23.3
Progression Factor		1.00	1.00		0.55	0.45			1.00			1.00
Incremental Delay, d2		0.1	0.3		0.0	0.1			0.5			1.6
Delay (s)		5.8	9.4		4.9	5.0			22.7			24.9
Level of Service		A	A		A	A			C			C
Approach Delay (s)			8.8			5.0			22.7			24.9
Approach LOS			A			A			C			C

### Intersection Summary

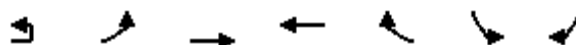
HCM 2000 Control Delay	10.8	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.33		
Actuated Cycle Length (s)	65.0	Sum of lost time (s)	18.2
Intersection Capacity Utilization	47.5%	ICU Level of Service	A
Analysis Period (min)	15		





c Critical Lane Group

Movement	SBR
Lane Configurations	
Traffic Volume (vph)	50
Future Volume (vph)	50
Ideal Flow (vphpl)	1900
Total Lost time (s)	
Lane Util. Factor	
Flt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.95
Adj. Flow (vph)	53
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	

Davis Highway/MLK Drive Two-Way Conversion Study  
13: E Wright Street & N Davis Hwy




















04/01/2020



Movement	EBU	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations							
Sign Control			Stop	Stop		Stop	
Traffic Volume (vph)	10	95	65	70	5	5	125
Future Volume (vph)	10	95	65	70	5	5	125
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	0	100	68	74	5	5	132
Direction, Lane #	EB 1	EB 2	WB 1	SB 1			
Volume Total (vph)	100	68	79	137			
Volume Left (vph)	100	0	0	5			
Volume Right (vph)	0	0	5	132			
Hadj (s)	0.53	0.03	0.00	-0.54			
Departure Headway (s)	5.4	4.9	4.5	4.0			
Degree Utilization, x	0.15	0.09	0.10	0.15			
Capacity (veh/h)	650	710	764	859			
Control Delay (s)	8.1	7.2	8.0	7.7			
Approach Delay (s)	7.8		8.0	7.7			
Approach LOS	A		A	A			
Intersection Summary							
Delay			7.8				
Level of Service			A				
Intersection Capacity Utilization			27.2%	ICU Level of Service	A		
Analysis Period (min)			15				

Davis Highway/MLK Drive Two-Way Conversion Study  
14: N Davis Hwy & E Cervantes St

04/01/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	35	1275	55	70	1390	20	40	25	55	25	20	35
Future Volume (vph)	35	1275	55	70	1390	20	40	25	55	25	20	35
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.5		4.5	6.5			6.0	6.0		6.5	
Lane Util. Factor	1.00	0.95		1.00	0.95			1.00	1.00		1.00	
Frt	1.00	0.99		1.00	1.00			1.00	0.85		0.94	
Flt Protected	0.95	1.00		0.95	1.00			0.97	1.00		0.98	
Satd. Flow (prot)	1770	3517		1770	3532			1807	1583		1725	
Flt Permitted	0.14	1.00		0.13	1.00			0.76	1.00		0.87	
Satd. Flow (perm)	261	3517		241	3532			1412	1583		1529	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	37	1342	58	74	1463	21	42	26	58	26	21	37
RTOR Reduction (vph)	0	2	0	0	1	0	0	0	51	0	24	0
Lane Group Flow (vph)	37	1398	0	74	1483	0	0	68	7	0	60	0
Turn Type	pm+pt	NA		pm+pt	NA		Perm	NA	Perm	Perm	NA	
Protected Phases	1	6		5	2			4			8	
Permitted Phases	6			2			4		4	8		
Actuated Green, G (s)	89.7	85.1		101.6	91.0			15.9	15.9		15.4	
Effective Green, g (s)	89.7	85.1		101.6	91.0			15.9	15.9		15.4	
Actuated g/C Ratio	0.69	0.65		0.78	0.70			0.12	0.12		0.12	
Clearance Time (s)	6.0	6.5		4.5	6.5			6.0	6.0		6.5	
Vehicle Extension (s)	2.5	5.0		3.0	5.0			3.0	3.0		5.0	
Lane Grp Cap (vph)	233	2302		329	2472			172	193		181	
v/s Ratio Prot	0.01	0.40		c0.02	c0.42							
v/s Ratio Perm	0.10			0.15				c0.05	0.00		0.04	
v/c Ratio	0.16	0.61		0.22	0.60			0.40	0.04		0.33	
Uniform Delay, d1	7.7	12.9		7.4	10.1			52.6	50.3		52.6	
Progression Factor	0.35	0.45		1.00	1.00			1.00	1.00		0.75	
Incremental Delay, d2	0.2	0.5		0.3	1.1			1.5	0.1		2.3	
Delay (s)	2.9	6.3		7.7	11.2			54.1	50.4		41.6	
Level of Service	A	A		A	B			D	D		D	
Approach Delay (s)		6.2			11.0			52.4			41.6	
Approach LOS		A			B			D			D	
Intersection Summary												
HCM 2000 Control Delay	11.3			HCM 2000 Level of Service					B			
HCM 2000 Volume to Capacity ratio	0.56											
Actuated Cycle Length (s)	130.0			Sum of lost time (s)					19.0			
Intersection Capacity Utilization	77.8%			ICU Level of Service					D			
Analysis Period (min)	15											
c Critical Lane Group												

# Davis Highway/MLK Drive Two-Way Conversion Study

## 15: N Davis Hwy & E Blount St

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	10	120	5	5	240	10	10	75	5	5	55	15
Future Volume (vph)	10	120	5	5	240	10	10	75	5	5	55	15
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	7.5	7.5			4.5			7.5			4.5	
Lane Util. Factor	0.95	0.95			1.00			1.00			1.00	
Frt	1.00	0.99			0.99			0.99			0.97	
Flt Protected	0.95	1.00			1.00			0.99			1.00	
Satd. Flow (prot)	1681	1759			1851			1839			1806	
Flt Permitted	0.64	1.00			1.00			0.96			0.98	
Satd. Flow (perm)	1127	1757			1847			1772			1779	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	11	126	5	5	253	11	11	79	5	5	58	16
RTOR Reduction (vph)	0	1	0	0	1	0	0	4	0	0	13	0
Lane Group Flow (vph)	10	131	0	0	268	0	0	91	0	0	66	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		2			6			8			4	
Permitted Phases	2			6			8			4		
Actuated Green, G (s)	41.7	41.7			44.7			8.3			11.3	
Effective Green, g (s)	41.7	41.7			44.7			8.3			11.3	
Actuated g/C Ratio	0.64	0.64			0.69			0.13			0.17	
Clearance Time (s)	7.5	7.5			4.5			7.5			4.5	
Vehicle Extension (s)	4.0	4.0			3.0			4.0			3.0	
Lane Grp Cap (vph)	723	1127			1270			226			309	
v/s Ratio Prot												
v/s Ratio Perm	0.01	0.07			0.14			0.05			0.04	
v/c Ratio	0.01	0.12			0.21			0.40			0.21	
Uniform Delay, d1	4.2	4.5			3.7			26.1			23.0	
Progression Factor	0.92	0.86			1.00			1.01			1.00	
Incremental Delay, d2	0.0	0.2			0.1			1.6			0.3	
Delay (s)	3.9	4.1			3.8			27.8			23.4	
Level of Service	A	A			A			C			C	
Approach Delay (s)		4.1			3.8			27.8			23.4	
Approach LOS		A			A			C			C	
















### Intersection Summary

HCM 2000 Control Delay	10.4	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.25		
Actuated Cycle Length (s)	65.0	Sum of lost time (s)	15.0
Intersection Capacity Utilization	34.5%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group

Davis Highway/MLK Drive Two-Way Conversion Study  
16: N Davis Hwy & E Jordan St

04/01/2020

													
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Sign Control		Stop			Stop			Stop			Stop		
Traffic Volume (vph)	35	280	15	0	0	0	0	90	10	10	60	0	
Future Volume (vph)	35	280	15	0	0	0	0	90	10	10	60	0	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	
Hourly flow rate (vph)	37	295	16	0	0	0	0	95	11	11	63	0	
Direction, Lane #	EB 1	EB 2	NB 1	SB 1									
Volume Total (vph)	185	164	106	74									
Volume Left (vph)	37	0	0	11									
Volume Right (vph)	0	16	11	0									
Hadj (s)	0.13	-0.03	-0.03	0.06									
Departure Headway (s)	5.1	4.9	4.8	4.9									
Degree Utilization, x	0.26	0.22	0.14	0.10									
Capacity (veh/h)	691	710	710	684									
Control Delay (s)	8.7	8.1	8.6	8.5									
Approach Delay (s)	8.4		8.6	8.5									
Approach LOS	A		A	A									
Intersection Summary													
Delay			8.5										
Level of Service			A										
Intersection Capacity Utilization			26.3%		ICU Level of Service					A			
Analysis Period (min)			15										

Intersection has too many lanes per leg.

















HCM All-Way analysis is limited to two lanes per leg.

Channelized right turn lanes are not counted.



Davis Highway/MLK Drive Two-Way Conversion Study  
18: N Davis Hwy & E Cross St

04/01/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Sign Control		Stop			Stop			Stop			Stop	
Traffic Volume (vph)	20	65	10	5	75	10	15	100	5	5	90	20
Future Volume (vph)	20	65	10	5	75	10	15	100	5	5	90	20
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	21	68	11	5	79	11	16	105	5	5	95	21
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total (vph)	100	95	126	121								
Volume Left (vph)	21	5	16	5								
Volume Right (vph)	11	11	5	21								
Hadj (s)	0.01	-0.02	0.04	-0.06								
Departure Headway (s)	4.6	4.6	4.5	4.5								
Degree Utilization, x	0.13	0.12	0.16	0.15								
Capacity (veh/h)	727	733	751	760								
Control Delay (s)	8.3	8.2	8.4	8.2								
Approach Delay (s)	8.3	8.2	8.4	8.2								
Approach LOS	A	A	A	A								
Intersection Summary												
Delay			8.3									
Level of Service			A									
Intersection Capacity Utilization			29.6%		ICU Level of Service				A			
Analysis Period (min)			15									

# Davis Highway/MLK Drive Two-Way Conversion Study

## 19: N Davis Hwy & E Texar Dr

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	75	325	40	15	390	50	20	80	20	40	75	45
Future Volume (vph)	75	325	40	15	390	50	20	80	20	40	75	45
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0		6.0	6.0			6.4			6.0	
Lane Util. Factor	1.00	0.95		1.00	0.95			1.00			1.00	
Frt	1.00	0.98		1.00	0.98			0.98			0.96	
Flt Protected	0.95	1.00		0.95	1.00			0.99			0.99	
Satd. Flow (prot)	1770	3481		1770	3479			1806			1770	
Flt Permitted	0.41	1.00		0.52	1.00			0.91			0.90	
Satd. Flow (perm)	757	3481		977	3479			1648			1616	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	79	342	42	16	411	53	21	84	21	42	79	47
RTOR Reduction (vph)	0	9	0	0	11	0	0	15	0	0	29	0
Lane Group Flow (vph)	79	375	0	16	453	0	0	111	0	0	139	0
Turn Type	pm+pt	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases	1	6			2			4			8	
Permitted Phases	6			2			4			8		
Actuated Green, G (s)	42.5	42.5		30.9	30.9			10.1			10.5	
Effective Green, g (s)	42.5	42.5		30.9	30.9			10.1			10.5	
Actuated g/C Ratio	0.65	0.65		0.48	0.48			0.16			0.16	
Clearance Time (s)	6.0	6.0		6.0	6.0			6.4			6.0	
Vehicle Extension (s)	3.0	4.0		4.0	4.0			3.0			4.0	
Lane Grp Cap (vph)	582	2276		464	1653			256			261	
v/s Ratio Prot	0.01	c0.11			c0.13							
v/s Ratio Perm	0.08			0.02				0.07			c0.09	
v/c Ratio	0.14	0.16		0.03	0.27			0.43			0.53	
Uniform Delay, d1	4.4	4.4		9.1	10.3			24.9			25.0	
Progression Factor	0.62	0.57		1.00	1.00			1.00			1.00	
Incremental Delay, d2	0.1	0.0		0.1	0.4			1.2			2.7	
Delay (s)	2.8	2.5		9.2	10.7			26.0			27.7	
Level of Service	A	A		A	B			C			C	
Approach Delay (s)		2.6			10.6			26.0			27.7	
Approach LOS		A			B			C			C	





















### Intersection Summary

HCM 2000 Control Delay	11.5	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.33		
Actuated Cycle Length (s)	65.0	Sum of lost time (s)	18.4
Intersection Capacity Utilization	47.5%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group

Davis Highway/MLK Drive Two-Way Conversion Study  
21: N Davis Hwy & I-110 Ramp/Driveway

04/01/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL	SBT
Lane Configurations												
Traffic Volume (vph)	430	3	28	0	0	3	155	210	10	10	10	315
Future Volume (vph)	430	3	28	0	0	3	155	210	10	10	10	315
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0	6.0			6.0	6.0	6.5			6.0	6.0
Lane Util. Factor	0.95	0.95	1.00			1.00	1.00	0.95			1.00	1.00
Frt	1.00	1.00	0.85			0.86	1.00	0.99			1.00	1.00
Flt Protected	0.95	0.95	1.00			1.00	0.95	1.00			0.95	1.00
Satd. Flow (prot)	1681	1686	1583			1611	1770	3514			1770	1863
Flt Permitted	0.95	0.95	1.00			1.00	0.49	1.00			0.61	1.00
Satd. Flow (perm)	1681	1686	1583			1611	904	3514			1131	1863
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	453	3	29	0	0	3	163	221	11	11	11	332
RTOR Reduction (vph)	0	0	24	0	0	1	0	2	0	0	0	0
Lane Group Flow (vph)	226	230	5	0	0	2	163	230	0	0	22	332
Turn Type	Split	NA	Perm			Perm	pm+pt	NA		pm+pt	pm+pt	NA
Protected Phases	8	8					5	2		1	1	6
Permitted Phases			8			1 2 5 6	2			6	6	
Actuated Green, G (s)	23.9	23.9	23.9			93.7	93.2	83.8			82.5	78.7
Effective Green, g (s)	23.9	23.9	23.9			93.7	93.2	83.8			82.5	78.7
Actuated g/C Ratio	0.18	0.18	0.18			0.72	0.72	0.64			0.63	0.61
Clearance Time (s)	6.0	6.0	6.0				6.0	6.5			6.0	6.0
Vehicle Extension (s)	3.0	3.0	3.0				3.0	6.0			3.0	6.0
Lane Grp Cap (vph)	309	309	291			1161	710	2265			736	1127
v/s Ratio Prot	0.13	c0.14					c0.02	0.07			0.00	c0.18
v/s Ratio Perm			0.00			0.00	0.15				0.02	
v/c Ratio	0.73	0.74	0.02			0.00	0.23	0.10			0.03	0.29
Uniform Delay, d1	50.0	50.2	43.4			5.1	6.3	8.8			8.8	12.3
Progression Factor	1.00	1.00	1.00			1.00	1.00	1.00			0.84	0.89
Incremental Delay, d2	8.6	9.3	0.0			0.0	0.2	0.1			0.0	0.6
Delay (s)	58.6	59.5	43.5			5.1	6.5	8.9			7.4	11.6
Level of Service	E	E	D			A	A	A			A	B
Approach Delay (s)		58.1			5.1			7.9				13.2
Approach LOS		E			A			A				B
Intersection Summary												
HCM 2000 Control Delay	25.4			HCM 2000 Level of Service			C					
HCM 2000 Volume to Capacity ratio	0.39											
Actuated Cycle Length (s)	130.0			Sum of lost time (s)			18.5					
Intersection Capacity Utilization	53.2%			ICU Level of Service			A					
Analysis Period (min)	15											
c Critical Lane Group												





















Davis Highway/MLK Drive Two-Way Conversion Study  
21: N Davis Hwy & I-110 Ramp/Driveway

04/01/2020

Movement	SBR
Lane Configurations	
Traffic Volume (vph)	353
Future Volume (vph)	353
Ideal Flow (vphpl)	1900
Total Lost time (s)	6.0
Lane Util. Factor	1.00
Frt	0.85
Flt Protected	1.00
Satd. Flow (prot)	1583
Flt Permitted	1.00
Satd. Flow (perm)	1583
Peak-hour factor, PHF	0.95
Adj. Flow (vph)	372
RTOR Reduction (vph)	147
Lane Group Flow (vph)	225
Turn Type	Perm
Protected Phases	
Permitted Phases	6
Actuated Green, G (s)	78.7
Effective Green, g (s)	78.7
Actuated g/C Ratio	0.61
Clearance Time (s)	6.0
Vehicle Extension (s)	6.0
Lane Grp Cap (vph)	958
v/s Ratio Prot	
v/s Ratio Perm	0.14
v/c Ratio	0.24
Uniform Delay, d1	11.8
Progression Factor	1.23
Incremental Delay, d2	0.5
Delay (s)	15.0
Level of Service	B
Approach Delay (s)	
Approach LOS	
Intersection Summary	

Davis Highway/MLK Drive Two-Way Conversion Study  
22: N Davis Hwy & E Fairfield Dr

04/01/2020

												
Movement	EBL	EBT	EBR	WBU	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU
Lane Configurations												
Traffic Volume (vph)	280	810	475	10	20	830	75	3	100	315	235	10
Future Volume (vph)	280	810	475	10	20	830	75	3	100	315	235	10
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.4	6.4	6.4		6.4	6.4			6.4	6.4	6.4	
Lane Util. Factor	0.97	0.91	1.00		1.00	0.91			0.97	0.95	1.00	
Frt	1.00	1.00	0.85		1.00	0.99			1.00	1.00	0.85	
Flt Protected	0.95	1.00	1.00		0.95	1.00			0.95	1.00	1.00	
Satd. Flow (prot)	3433	5085	1583		1770	5022			3433	3539	1583	
Flt Permitted	0.95	1.00	1.00		0.95	1.00			0.95	1.00	1.00	
Satd. Flow (perm)	3433	5085	1583		1770	5022			3433	3539	1583	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	295	853	500	11	21	874	79	3	105	332	247	11
RTOR Reduction (vph)	0	0	241	0	0	6	0	0	0	0	182	0
Lane Group Flow (vph)	295	853	259	0	32	947	0	0	108	332	65	0
Turn Type	Prot	NA	Perm	Prot	Prot	NA		Prot	Prot	NA	Perm	Prot
Protected Phases	1	6		5	5	2		7	7	4		3
Permitted Phases			6								4	
Actuated Green, G (s)	18.2	67.3	67.3		5.4	54.5			9.5	22.2	22.2	
Effective Green, g (s)	18.2	67.3	67.3		5.4	54.5			9.5	22.2	22.2	
Actuated g/C Ratio	0.14	0.52	0.52		0.04	0.42			0.07	0.17	0.17	
Clearance Time (s)	6.4	6.4	6.4		6.4	6.4			6.4	6.4	6.4	
Vehicle Extension (s)	4.5	4.0	4.0		3.0	4.0			3.0	4.0	4.0	
Lane Grp Cap (vph)	480	2632	819		73	2105			250	604	270	
v/s Ratio Prot	c0.09	0.17			0.02	c0.19			0.03	c0.09		
v/s Ratio Perm			0.16								0.04	
v/c Ratio	0.61	0.32	0.32		0.44	0.45			0.43	0.55	0.24	
Uniform Delay, d1	52.6	18.2	18.1		60.8	27.0			57.7	49.3	46.6	
Progression Factor	1.00	1.00	1.00		1.00	1.00			1.32	0.70	0.84	
Incremental Delay, d2	3.0	0.3	1.0		4.2	0.7			1.2	1.2	0.6	
Delay (s)	55.6	18.5	19.1		65.0	27.7			77.4	35.9	39.7	
Level of Service	E	B	B		E	C			E	D	D	
Approach Delay (s)		25.3				28.9				43.8		
Approach LOS		C				C				D		
<b>Intersection Summary</b>												
HCM 2000 Control Delay			33.2			HCM 2000 Level of Service				C		
HCM 2000 Volume to Capacity ratio			0.51									
Actuated Cycle Length (s)			130.0			Sum of lost time (s)			25.6			
Intersection Capacity Utilization			65.7%			ICU Level of Service			C			
Analysis Period (min)			15									
c Critical Lane Group												

Davis Highway/MLK Drive Two-Way Conversion Study  
22: N Davis Hwy & E Fairfield Dr

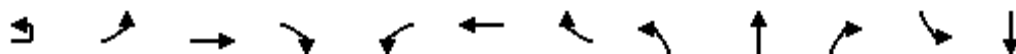
04/01/2020



Movement	SBL	SBT	SBR
Lane Configurations			
Traffic Volume (vph)	55	190	295
Future Volume (vph)	55	190	295
Ideal Flow (vphpl)	1900	1900	1900
Total Lost time (s)	6.4	6.4	6.4
Lane Util. Factor	1.00	0.95	1.00
Frt	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00
Satd. Flow (prot)	1770	3539	1583
Flt Permitted	0.95	1.00	1.00
Satd. Flow (perm)	1770	3539	1583
Peak-hour factor, PHF	0.95	0.95	0.95
Adj. Flow (vph)	58	200	311
RTOR Reduction (vph)	0	0	209
Lane Group Flow (vph)	69	200	102
Turn Type	Prot	NA	Perm
Protected Phases	3	8	
Permitted Phases			8
Actuated Green, G (s)	9.5	22.2	22.2
Effective Green, g (s)	9.5	22.2	22.2
Actuated g/C Ratio	0.07	0.17	0.17
Clearance Time (s)	6.4	6.4	6.4
Vehicle Extension (s)	4.5	4.0	4.0
Lane Grp Cap (vph)	129	604	270
v/s Ratio Prot	c0.04	0.06	
v/s Ratio Perm			0.06
v/c Ratio	0.53	0.33	0.38
Uniform Delay, d1	58.1	47.4	47.8
Progression Factor	1.00	1.00	1.00
Incremental Delay, d2	6.5	0.4	1.2
Delay (s)	64.6	47.8	49.0
Level of Service	E	D	D
Approach Delay (s)		50.4	
Approach LOS		D	
Intersection Summary			

Davis Highway/MLK Drive Two-Way Conversion Study  
1000: Martin Luther King Jr Dr & N Davis Hwy

04/01/2020



Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Right Turn Channelized												
Traffic Volume (veh/h)	10	20	170	143	15	185	5	170	5	3	5	13
Future Volume (veh/h)	10	20	170	143	15	185	5	170	5	3	5	13
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	11	21	179	151	16	195	5	179	5	3	5	14
Approach Volume (veh/h)			362			216			187			30
Crossing Volume (veh/h)			35			216			216			401
High Capacity (veh/h)			1347			1169			1169			1010
High v/c (veh/h)			0.27			0.18			0.16			0.03
Low Capacity (veh/h)			1127			966			966			823
Low v/c (veh/h)			0.32			0.22			0.19			0.04

Intersection Summary

Maximum v/c High	0.27
Maximum v/c Low	0.32
Intersection Capacity Utilization	49.6%
ICU Level of Service	A



Movement	SBR
Right Turn Channelized	
Traffic Volume (veh/h)	10
Future Volume (veh/h)	10
Peak Hour Factor	0.95
Hourly flow rate (vph)	11
Approach Volume (veh/h)	
Crossing Volume (veh/h)	
High Capacity (veh/h)	
High v/c (veh/h)	
Low Capacity (veh/h)	
Low v/c (veh/h)	

Intersection Summary

Davis Highway/MLK Drive Two-Way Conversion Study  
1001: Martin Luther King Jr Dr

04/01/2020



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↗	↗	
Traffic Volume (veh/h)	0	20	10	178	165	6
Future Volume (Veh/h)	0	20	10	178	165	6
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	0	21	11	187	174	6
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage (veh)						
Upstream signal (ft)				1259		
pX, platoon unblocked						
vC, conflicting volume	386	177	180			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	386	177	180			
tC, single (s)	6.4	6.2	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	100	98	99			
cM capacity (veh/h)	612	866	1396			
Direction, Lane #	EB 1	NB 1	SB 1			
Volume Total	21	198	180			
Volume Left	0	11	0			
Volume Right	21	0	6			
cSH	866	1396	1700			
Volume to Capacity	0.02	0.01	0.11			
Queue Length 95th (ft)	2	1	0			
Control Delay (s)	9.3	0.5	0.0			
Lane LOS	A	A				
Approach Delay (s)	9.3	0.5	0.0			
Approach LOS	A					
Intersection Summary						
Average Delay		0.7				
Intersection Capacity Utilization		20.9%		ICU Level of Service		A
Analysis Period (min)		15				



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HCM 6th Edition cannot analyze u-turn movements.

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HCM 6th Edition cannot analyze u-turn movements.

Davis Highway/MLK Drive Two-Way Conversion Study  
3: Alcaniz St/Martin Luther King Jr Dr & E Cervantes St

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↑↑		↰	↑↑			↰			↑↑	↰
Traffic Volume (veh/h)	55	1365	35	50	1175	15	50	45	140	35	30	50
Future Volume (veh/h)	55	1365	35	50	1175	15	50	45	140	35	30	50
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	58	1437	37	53	1237	16	53	47	147	37	32	53
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	284	1747	45	253	2253	29	107	103	250	212	170	418
Arrive On Green	0.49	0.49	0.49	0.16	1.00	1.00	0.26	0.26	0.26	0.26	0.26	0.26
Sat Flow, veh/h	443	3540	91	1781	3592	46	254	391	948	615	644	1585
Grp Volume(v), veh/h	58	720	754	53	612	641	247	0	0	69	0	53
Grp Sat Flow(s), veh/h/ln	443	1777	1854	1781	1777	1862	1592	0	0	1259	0	1585
Q Serve(g_s), s	8.4	38.0	38.2	0.0	0.0	0.0	7.5	0.0	0.0	0.0	0.0	2.8
Cycle Q Clear(g_c), s	8.4	38.0	38.2	0.0	0.0	0.0	14.5	0.0	0.0	4.4	0.0	2.8
Prop In Lane	1.00		0.05	1.00		0.02	0.21		0.60	0.54		1.00
Lane Grp Cap(c), veh/h	284	877	915	253	1115	1168	459	0	0	382	0	418
V/C Ratio(X)	0.20	0.82	0.82	0.21	0.55	0.55	0.54	0.00	0.00	0.18	0.00	0.13
Avail Cap(c_a), veh/h	299	937	978	253	1115	1168	481	0	0	382	0	418
HCM Platoon Ratio	1.00	1.00	1.00	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.84	0.84	0.84	0.84	0.84	0.84	0.98	0.00	0.00	0.91	0.00	0.91
Uniform Delay (d), s/veh	16.2	23.7	23.8	36.5	0.0	0.0	35.1	0.0	0.0	31.2	0.0	30.9
Incr Delay (d2), s/veh	0.6	5.6	5.4	0.3	1.6	1.6	1.1	0.0	0.0	0.9	0.0	0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	16.4	17.1	1.2	0.5	0.5	5.8	0.0	0.0	1.5	0.0	1.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	16.9	29.3	29.2	36.7	1.6	1.6	36.1	0.0	0.0	32.1	0.0	31.4
LnGrp LOS	B	C	C	D	A	A	D	A	A	C	A	C
Approach Vol, veh/h	1532			1306			247			122		
Approach Delay, s/veh	28.8			3.0			36.1			31.8		
Approach LOS	C			A			D			C		
Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	4.7	60.3		35.0		75.0		35.0				
Change Period (Y+Rc), s	6.0	6.0		6.0		6.0		* 6				
Max Green Setting (Gmax), s	5.0	58.0		29.0		69.0		* 31				
Max Q Clear Time (g_c+1/2g), s	40.2			6.4		2.0		0.0				
Green Ext Time (p_c), s	0.0	14.1		0.4		27.2		0.0				

Intersection Summary

HCM 6th Ctrl Delay	19.0
HCM 6th LOS	B







Notes

\* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Davis Highway/MLK Drive Two-Way Conversion Study  
4: Haynes St/I-110 NB On Ramp & E Cervantes St

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	490	1405	10	0	970	305	20	100	50	0	0	0
Future Volume (veh/h)	490	1405	10	0	970	305	20	100	50	0	0	0
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0			
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00			
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00			
Work Zone On Approach	No			No			No					
Adj Sat Flow, veh/h/ln	1870	1870	1870	0	1870	1870	1870	1870	1870			
Adj Flow Rate, veh/h	516	1479	11	0	1021	321	21	105	53			
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95			
Percent Heavy Veh, %	2	2	2	0	2	2	2	2	2			
Cap, veh/h	547	2940	22	0	1543	481	138	145	123			
Arrive On Green	0.18	0.81	0.81	0.00	0.77	0.77	0.08	0.08	0.08			
Sat Flow, veh/h	1781	3615	27	0	2759	832	1781	1870	1585			
Grp Volume(v), veh/h	516	727	763	0	678	664	21	105	53			
Grp Sat Flow(s),veh/h/ln	1781	1777	1866	0	1777	1721	1781	1870	1585			
Q Serve(g_s), s	17.1	14.2	14.2	0.0	19.6	20.1	1.2	6.0	3.5			
Cycle Q Clear(g_c), s	17.1	14.2	14.2	0.0	19.6	20.1	1.2	6.0	3.5			
Prop In Lane	1.00		0.01	0.00		0.48	1.00		1.00			
Lane Grp Cap(c), veh/h	547	1445	1517	0	1028	996	138	145	123			
V/C Ratio(X)	0.94	0.50	0.50	0.00	0.66	0.67	0.15	0.72	0.43			
Avail Cap(c_a), veh/h	631	1445	1517	0	1028	996	437	459	389			
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.33	1.33	1.00	1.00	1.00			
Upstream Filter(I)	1.00	1.00	1.00	0.00	0.82	0.82	1.00	1.00	1.00			
Uniform Delay (d), s/veh	22.6	3.2	3.2	0.0	7.6	7.7	47.3	49.6	48.4			
Incr Delay (d2), s/veh	20.8	0.6	0.6	0.0	2.7	2.9	0.4	5.0	1.8			
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			
%ile BackOfQ(50%),veh/ln	6.3	3.4	3.6	0.0	5.4	5.3	0.6	3.0	1.4			
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	43.4	3.8	3.8	0.0	10.3	10.6	47.7	54.6	50.2			
LnGrp LOS	D	A	A	A	B	B	D	D	D			
Approach Vol, veh/h	2006			1342			179					
Approach Delay, s/veh	14.0			10.4			52.5					
Approach LOS	B			B			D					
Timer - Assigned Phs	1	2	4		6							
Phs Duration (G+Y+Rc), s	25.8	69.7	14.5		95.5							
Change Period (Y+Rc), s	6.0	6.0	6.0		6.0							
Max Green Setting (Gmax), s	25.0	40.0	27.0		71.0							
Max Q Clear Time (g_c+I1), s	19.1	22.1	8.0		16.2							
Green Ext Time (p_c), s	0.7	13.4	0.5		32.9							

Intersection Summary

HCM 6th Ctrl Delay	14.6
HCM 6th LOS	B

Davis Highway/MLK Drive Two-Way Conversion Study  
5: Martin Luther King Jr Dr & E Blount St

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔		↔	↔			↔			↔	
Traffic Volume (veh/h)	10	220	15	5	115	5	5	95	10	10	95	15
Future Volume (veh/h)	10	220	15	5	115	5	5	95	10	10	95	15
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	11	232	16	5	121	5	5	100	11	11	100	16
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	79	1198	80	943	1262	52	62	174	19	69	160	24
Arrive On Green	0.71	0.71	0.71	0.71	0.71	0.71	0.11	0.11	0.11	0.11	0.11	0.11
Sat Flow, veh/h	29	1693	113	1132	1783	74	36	1618	173	85	1490	227
Grp Volume(v), veh/h	259	0	0	5	0	126	116	0	0	127	0	0
Grp Sat Flow(s),veh/h/ln	1836	0	0	1132	0	1857	1828	0	0	1802	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.0	0.0	1.4	0.0	0.0	0.0	0.4	0.0	0.0
Cycle Q Clear(g_c), s	3.1	0.0	0.0	0.1	0.0	1.4	3.9	0.0	0.0	4.3	0.0	0.0
Prop In Lane	0.04		0.06	1.00		0.04	0.04		0.09	0.09		0.13
Lane Grp Cap(c), veh/h	1357	0	0	943	0	1314	254	0	0	254	0	0
V/C Ratio(X)	0.19	0.00	0.00	0.01	0.00	0.10	0.46	0.00	0.00	0.50	0.00	0.00
Avail Cap(c_a), veh/h	1357	0	0	943	0	1314	698	0	0	688	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	1.00	0.87	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	3.2	0.0	0.0	2.8	0.0	3.0	27.6	0.0	0.0	27.8	0.0	0.0
Incr Delay (d2), s/veh	0.3	0.0	0.0	0.0	0.0	0.0	1.6	0.0	0.0	2.2	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.9	0.0	0.0	0.0	0.0	0.4	1.8	0.0	0.0	2.0	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	3.5	0.0	0.0	2.8	0.0	3.0	29.2	0.0	0.0	30.0	0.0	0.0
LnGrp LOS	A	A	A	A	A	A	C	A	A	C	A	A
Approach Vol, veh/h	259			131			116			127		
Approach Delay, s/veh	3.5			3.0			29.2			30.0		
Approach LOS	A			A			C			C		
Timer - Assigned Phs	2			4			6			8		
Phs Duration (G+Y+Rc), s	52.0			13.0			52.0			13.0		
Change Period (Y+Rc), s	6.0			6.0			6.0			6.0		
Max Green Setting (Gmax), s	30.0			23.0			30.0			23.0		
Max Q Clear Time (g_c+I1), s	5.1			6.3			3.4			0.0		
Green Ext Time (p_c), s	2.3			0.8			1.0			0.0		

Intersection Summary

HCM 6th Ctrl Delay	13.4
HCM 6th LOS	B

Davis Highway/MLK Drive Two-Way Conversion Study  
6: Martin Luther King Jr Dr & E Jordan St

04/01/2020

Intersection

Intersection Delay, s/veh 9.4

Intersection LOS A




Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔↔						↔			↔	
Traffic Vol, veh/h	35	285	35	0	0	0	0	110	5	15	90	0
Future Vol, veh/h	35	285	35	0	0	0	0	110	5	15	90	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	37	300	37	0	0	0	0	116	5	16	95	0
Number of Lanes	0	2	0	0	0	0	0	1	0	0	1	0

Approach	EB	NB	SB
Opposing Approach		SB	NB
Opposing Lanes	0	1	1
Conflicting Approach Left	SB	EB	
Conflicting Lanes Left	1	2	0
Conflicting Approach Right	NB		EB
Conflicting Lanes Right	1	0	2
HCM Control Delay	9.7	8.9	8.9
HCM LOS	A	A	A

Lane	NBLn1	EBLn1	EBLn2	SBLn1
Vol Left, %	0%	20%	0%	14%
Vol Thru, %	96%	80%	80%	86%
Vol Right, %	4%	0%	20%	0%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	115	178	178	105
LT Vol	0	35	0	15
Through Vol	110	143	143	90
RT Vol	5	0	35	0
Lane Flow Rate	121	187	187	111
Geometry Grp	2	7	7	2
Degree of Util (X)	0.166	0.27	0.258	0.153
Departure Headway (Hd)	4.923	5.203	4.965	4.99
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	728	689	723	717
Service Time	2.96	2.942	2.704	3.028
HCM Lane V/C Ratio	0.166	0.271	0.259	0.155
HCM Control Delay	8.9	9.9	9.4	8.9
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.6	1.1	1	0.5

Davis Highway/MLK Drive Two-Way Conversion Study  
7: Haynes St & E Jordan St

04/01/2020

Intersection												
Int Delay, s/veh	0											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	410	335	0	0	0	0	0	120	20	0	0	0
Future Vol, veh/h	410	335	0	0	0	0	0	120	20	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	0	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	16979	-	-	0	-	-	16979	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	432	353	0	0	0	0	0	126	21	0	0	0

Major/Minor	Major1			Minor1		
Conflicting Flow All	0	0	-	-	1217	177
Stage 1	-	-	-	-	1217	-
Stage 2	-	-	-	-	0	-
Critical Hdwy	4.14	-	-	-	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	2.22	-	-	-	4.02	3.32
Pot Cap-1 Maneuver	-	-	0	0	180	835
Stage 1	-	-	0	0	252	-
Stage 2	-	-	0	0	-	-
Platoon blocked, %	-					
Mov Cap-1 Maneuver	-	-	-	-	0	835
Mov Cap-2 Maneuver	-	-	-	-	0	-
Stage 1	-	-	-	-	0	-
Stage 2	-	-	-	-	0	-

Approach	EB	NB
HCM Control Delay, s		
HCM LOS		-

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT
Capacity (veh/h)	-	835	-	-
HCM Lane V/C Ratio	-	0.101	-	-
HCM Control Delay (s)	-	9.8	-	-
HCM Lane LOS	-	A	-	-
HCM 95th %tile Q(veh)	-	0.3	-	-

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HCM 6th Edition methodology does not support clustered intersections.



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HCM 6th Edition methodology does not support clustered intersections.

Davis Highway/MLK Drive Two-Way Conversion Study  
10: Martin Luther King Jr Dr & E Cross St

04/01/2020

Intersection

Intersection Delay, s/veh 8.7

Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Vol, veh/h	20	85	20	5	70	5	10	140	5	15	100	20
Future Vol, veh/h	20	85	20	5	70	5	10	140	5	15	100	20
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	21	89	21	5	74	5	11	147	5	16	105	21
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	8.7	8.4	8.9	8.6
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	6%	16%	6%	11%
Vol Thru, %	90%	68%	88%	74%
Vol Right, %	3%	16%	6%	15%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	155	125	80	135
LT Vol	10	20	5	15
Through Vol	140	85	70	100
RT Vol	5	20	5	20
Lane Flow Rate	163	132	84	142
Geometry Grp	1	1	1	1
Degree of Util (X)	0.209	0.171	0.112	0.181
Departure Headway (Hd)	4.61	4.686	4.784	4.576
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	777	764	748	783
Service Time	2.646	2.724	2.825	2.612
HCM Lane V/C Ratio	0.21	0.173	0.112	0.181
HCM Control Delay	8.9	8.7	8.4	8.6
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.8	0.6	0.4	0.7

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HCM 6th Edition cannot analyze u-turn movements.





Davis Highway/MLK Drive Two-Way Conversion Study  
13: E Wright Street & N Davis Hwy

04/01/2020

Intersection

Intersection Delay, s/veh 9.3

Intersection LOS A

Movement	EBU	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations							
Traffic Vol, veh/h	15	195	150	75	10	5	85
Future Vol, veh/h	15	195	150	75	10	5	85
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	2	2	2	2	2	2	2
Mvmt Flow	16	205	158	79	11	5	89
Number of Lanes	0	1	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	2	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	2
HCM Control Delay	9.9	8.2	8
HCM LOS	A	A	A

Lane	EBLn1	EBLn2	WBLn1	SBLn1
Vol Left, %	100%	0%	0%	6%
Vol Thru, %	0%	100%	88%	0%
Vol Right, %	0%	0%	12%	94%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	210	150	85	90
LT Vol	210	0	0	5
Through Vol	0	150	75	0
RT Vol	0	0	10	85
Lane Flow Rate	221	158	89	95
Geometry Grp	7	7	5	2
Degree of Util (X)	0.322	0.208	0.114	0.117
Departure Headway (Hd)	5.25	4.749	4.58	4.446
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	679	747	784	810
Service Time	3.039	2.537	2.6	2.454
HCM Lane V/C Ratio	0.325	0.212	0.114	0.117
HCM Control Delay	10.6	8.8	8.2	8
HCM Lane LOS	B	A	A	A
HCM 95th-tile Q	1.4	0.8	0.4	0.4

Davis Highway/MLK Drive Two-Way Conversion Study  
14: N Davis Hwy & E Cervantes St

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↶↷		↰	↶↷			↶	↷		↶↷	
Traffic Volume (veh/h)	55	1450	35	50	1140	15	50	50	145	30	25	50
Future Volume (veh/h)	55	1450	35	50	1140	15	50	50	145	30	25	50
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	58	1526	37	53	1200	16	53	53	153	32	26	53
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	353	2643	64	249	2345	31	132	116	216	72	60	82
Arrive On Green	0.04	0.75	0.75	0.00	0.65	0.65	0.14	0.14	0.14	0.14	0.14	0.14
Sat Flow, veh/h	1781	3546	86	1781	3591	48	604	852	1585	216	441	600
Grp Volume(v), veh/h	58	764	799	53	594	622	106	0	153	111	0	0
Grp Sat Flow(s), veh/h/ln	1781	1777	1855	1781	1777	1862	1457	0	1585	1256	0	0
Q Serve(g_s), s	1.1	21.1	21.2	0.1	19.1	19.2	0.0	0.0	10.1	2.7	0.0	0.0
Cycle Q Clear(g_c), s	1.1	21.1	21.2	0.1	19.1	19.2	7.5	0.0	10.1	10.2	0.0	0.0
Prop In Lane	1.00		0.05	1.00		0.03	0.50		1.00	0.29		0.48
Lane Grp Cap(c), veh/h	353	1325	1383	249	1161	1216	248	0	216	213	0	0
V/C Ratio(X)	0.16	0.58	0.58	0.21	0.51	0.51	0.43	0.00	0.71	0.52	0.00	0.00
Avail Cap(c_a), veh/h	366	1325	1383	492	1161	1216	388	0	360	342	0	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.56	0.56	0.56	1.00	1.00	1.00	1.00	0.00	1.00	0.96	0.00	0.00
Uniform Delay (d), s/veh	7.1	6.2	6.3	12.5	9.9	9.9	44.0	0.0	45.4	44.9	0.0	0.0
Incr Delay (d2), s/veh	0.1	0.6	0.5	0.4	1.6	1.5	1.2	0.0	4.2	4.0	0.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	6.4	6.8	0.6	7.2	7.5	2.8	0.0	4.2	3.1	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	7.2	6.8	6.8	12.9	11.5	11.5	45.2	0.0	49.6	48.8	0.0	0.0
LnGrp LOS	A	A	A	B	B	B	D	A	D	D	A	A
Approach Vol, veh/h	1621			1269			259			111		
Approach Delay, s/veh	6.8			11.6			47.8			48.8		
Approach LOS	A			B			D			D		
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	0.2	78.3		21.5	0.0	88.5		21.5				
Change Period (Y+Rc), s	6.0	6.5		* 6.5	4.5	6.5		6.5				
Max Green Setting (Gmax), s	5.0	61.5		* 25	15.1	52.9		24.5				
Max Q Clear Time (g_c+1/3), s	21.2			9.5	0.0	23.2		0.0				
Green Ext Time (p_c), s	0.0	20.8		0.2	0.0	22.7		0.0				

Intersection Summary

HCM 6th Ctrl Delay	13.4
HCM 6th LOS	B

Notes

\* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Davis Highway/MLK Drive Two-Way Conversion Study  
15: N Davis Hwy & E Blount St

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	15	215	10	5	105	10	10	95	15	5	90	10
Future Volume (veh/h)	15	215	10	5	105	10	10	95	15	5	90	10
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	16	226	11	5	111	11	11	100	16	5	95	11
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	946	1146	56	73	1065	102	70	181	27	62	195	22
Arrive On Green	1.00	1.00	1.00	0.65	0.65	0.65	0.12	0.12	0.12	0.12	0.12	0.12
Sat Flow, veh/h	1269	1769	86	24	1644	158	79	1488	226	35	1607	181
Grp Volume(v), veh/h	16	0	237	127	0	0	127	0	0	111	0	0
Grp Sat Flow(s), veh/h/ln	1269	0	1855	1827	0	0	1794	0	0	1822	0	0
Q Serve(g_s), s	0.0	0.0	0.0	0.0	0.0	0.0	0.5	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear(g_c), s	0.0	0.0	0.0	1.7	0.0	0.0	4.3	0.0	0.0	3.7	0.0	0.0
Prop In Lane	1.00		0.05	0.04		0.09	0.09		0.13	0.05		0.10
Lane Grp Cap(c), veh/h	946	0	1202	1241	0	0	278	0	0	279	0	0
V/C Ratio(X)	0.02	0.00	0.20	0.10	0.00	0.00	0.46	0.00	0.00	0.40	0.00	0.00
Avail Cap(c_a), veh/h	946	0	1202	1241	0	0	701	0	0	795	0	0
HCM Platoon Ratio	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.99	0.00	0.99	1.00	0.00	0.00	0.93	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	0.0	0.0	0.0	4.3	0.0	0.0	27.0	0.0	0.0	26.7	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.0	0.4	0.0	0.0	0.0	1.6	0.0	0.0	0.9	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.0	0.0	0.1	0.5	0.0	0.0	1.9	0.0	0.0	1.6	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	0.0	0.0	0.4	4.4	0.0	0.0	28.5	0.0	0.0	27.6	0.0	0.0
LnGrp LOS	A	A	A	A	A	A	C	A	A	C	A	A
Approach Vol, veh/h	253			127			127			111		
Approach Delay, s/veh	0.3			4.4			28.5			27.6		
Approach LOS	A			A			C			C		
Timer - Assigned Phs	2			4			6			8		
Phs Duration (G+Y+Rc), s	49.6			15.4			49.6			15.4		
Change Period (Y+Rc), s	7.5			* 7.5			* 7.5			7.5		
Max Green Setting (Gmax), s	26.5			* 27			* 30			23.5		
Max Q Clear Time (g_c+I1), s	2.0			0.0			3.7			6.3		
Green Ext Time (p_c), s	2.1			0.0			0.7			0.8		

Intersection Summary

HCM 6th Ctrl Delay	11.9
HCM 6th LOS	B

Notes

\* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Davis Highway/MLK Drive Two-Way Conversion Study  
16: N Davis Hwy & E Jordan St

04/01/2020

Intersection

Intersection Delay, s/veh 9.1

Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔↔						↔			↔	
Traffic Vol, veh/h	40	230	35	0	0	0	0	115	10	10	85	0
Future Vol, veh/h	40	230	35	0	0	0	0	115	10	10	85	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	42	242	37	0	0	0	0	121	11	11	89	0
Number of Lanes	0	2	0	0	0	0	0	1	0	0	1	0

Approach	EB	NB	SB
Opposing Approach		SB	NB
Opposing Lanes	0	1	1
Conflicting Approach Left	SB	EB	
Conflicting Lanes Left	1	2	0
Conflicting Approach Right	NB		EB
Conflicting Lanes Right	1	0	2
HCM Control Delay	9.3	8.8	8.7
HCM LOS	A	A	A

Lane	NBLn1	EBLn1	EBLn2	SBLn1
Vol Left, %	0%	26%	0%	11%
Vol Thru, %	92%	74%	77%	89%
Vol Right, %	8%	0%	23%	0%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	125	155	150	95
LT Vol	0	40	0	10
Through Vol	115	115	115	85
RT Vol	10	0	35	0
Lane Flow Rate	132	163	158	100
Geometry Grp	2	7	7	2
Degree of Util (X)	0.174	0.237	0.216	0.136
Departure Headway (Hd)	4.774	5.221	4.927	4.881
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	751	687	728	734
Service Time	2.806	2.956	2.662	2.915
HCM Lane V/C Ratio	0.176	0.237	0.217	0.136
HCM Control Delay	8.8	9.6	9	8.7
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.6	0.9	0.8	0.5

Davis Highway/MLK Drive Two-Way Conversion Study  
17: N Davis Hwy & E Maxwell Street

04/01/2020

Intersection

Intersection Delay, s/veh 9.2

Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations					↔↔	↔		↔			↔	
Traffic Vol, veh/h	0	0	0	5	200	15	20	135	0	0	90	30
Future Vol, veh/h	0	0	0	5	200	15	20	135	0	0	90	30
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	0	5	211	16	21	142	0	0	95	32
Number of Lanes	0	0	0	0	2	1	0	1	0	0	1	0

Approach	WB	NB	SB
Opposing Approach		SB	NB
Opposing Lanes	0	1	1
Conflicting Approach Left	NB		WB
Conflicting Lanes Left	1	0	3
Conflicting Approach Right	SB	WB	
Conflicting Lanes Right	1	3	0
HCM Control Delay	9	9.7	9
HCM LOS	A	A	A

Lane	NBLn1	WBLn1	WBLn2	WBLn3	SBLn1
Vol Left, %	13%	7%	0%	0%	0%
Vol Thru, %	87%	93%	100%	0%	75%
Vol Right, %	0%	0%	0%	100%	25%
Sign Control	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	155	72	133	15	120
LT Vol	20	5	0	0	0
Through Vol	135	67	133	0	90
RT Vol	0	0	0	15	30
Lane Flow Rate	163	75	140	16	126
Geometry Grp	7	7	7	7	7
Degree of Util (X)	0.241	0.112	0.206	0.02	0.179
Departure Headway (Hd)	5.309	5.326	5.291	4.586	5.113
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes
Cap	675	672	678	779	700
Service Time	3.046	3.064	3.029	2.324	2.854
HCM Lane V/C Ratio	0.241	0.112	0.206	0.021	0.18
HCM Control Delay	9.7	8.7	9.4	7.4	9
HCM Lane LOS	A	A	A	A	A
HCM 95th-tile Q	0.9	0.4	0.8	0.1	0.6



Davis Highway/MLK Drive Two-Way Conversion Study  
18: N Davis Hwy & E Cross St

04/01/2020

Intersection

Intersection Delay, s/veh 8.5

Intersection LOS A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Traffic Vol, veh/h	20	70	15	5	50	10	10	140	5	10	100	20
Future Vol, veh/h	20	70	15	5	50	10	10	140	5	10	100	20
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	21	74	16	5	53	11	11	147	5	11	105	21
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay	8.5	8.2	8.7	8.4
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	6%	19%	8%	8%
Vol Thru, %	90%	67%	77%	77%
Vol Right, %	3%	14%	15%	15%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	155	105	65	130
LT Vol	10	20	5	10
Through Vol	140	70	50	100
RT Vol	5	15	10	20
Lane Flow Rate	163	111	68	137
Geometry Grp	1	1	1	1
Degree of Util (X)	0.204	0.143	0.089	0.17
Departure Headway (Hd)	4.508	4.656	4.68	4.469
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	796	769	765	803
Service Time	2.534	2.687	2.713	2.496
HCM Lane V/C Ratio	0.205	0.144	0.089	0.171
HCM Control Delay	8.7	8.5	8.2	8.4
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.8	0.5	0.3	0.6

Davis Highway/MLK Drive Two-Way Conversion Study  
19: N Davis Hwy & E Texar Dr

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↰	↑↑		↰	↑↑			↕			↕	
Traffic Volume (veh/h)	130	445	30	15	320	55	35	135	30	55	90	40
Future Volume (veh/h)	130	445	30	15	320	55	35	135	30	55	90	40
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No			No			No		
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	137	468	32	16	337	58	37	142	32	58	95	42
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	668	2206	150	539	1448	247	98	203	42	132	145	56
Arrive On Green	0.17	1.00	1.00	0.48	0.48	0.48	0.16	0.16	0.16	0.16	0.16	0.16
Sat Flow, veh/h	1781	3376	230	898	3037	517	213	1305	271	385	934	362
Grp Volume(v), veh/h	137	246	254	16	196	199	211	0	0	195	0	0
Grp Sat Flow(s), veh/h/ln	1781	1777	1829	898	1777	1777	1789	0	0	1681	0	0
Q Serve(g_s), s	2.2	0.0	0.0	0.6	4.2	4.3	0.2	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear(g_c), s	2.2	0.0	0.0	0.6	4.2	4.3	7.1	0.0	0.0	7.0	0.0	0.0
Prop In Lane	1.00		0.13	1.00		0.29	0.18		0.15	0.30		0.22
Lane Grp Cap(c), veh/h	668	1161	1195	539	847	847	344	0	0	334	0	0
V/C Ratio(X)	0.21	0.21	0.21	0.03	0.23	0.24	0.61	0.00	0.00	0.58	0.00	0.00
Avail Cap(c_a), veh/h	681	1161	1195	539	847	847	702	0	0	676	0	0
HCM Platoon Ratio	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	0.96	0.96	0.96	1.00	1.00	1.00	1.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d), s/veh	5.6	0.0	0.0	9.1	10.0	10.0	26.2	0.0	0.0	26.1	0.0	0.0
Incr Delay (d2), s/veh	0.1	0.1	0.1	0.1	0.6	0.7	1.8	0.0	0.0	2.3	0.0	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	0.0	0.0	0.1	1.5	1.5	3.1	0.0	0.0	2.9	0.0	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	5.8	0.1	0.1	9.2	10.6	10.7	28.0	0.0	0.0	28.4	0.0	0.0
LnGrp LOS	A	A	A	A	B	B	C	A	A	C	A	A
Approach Vol, veh/h	637			411			211			195		
Approach Delay, s/veh	1.3			10.6			28.0			28.4		
Approach LOS	A			B			C			C		
Timer - Assigned Phs	1	2		4		6		8				
Phs Duration (G+Y+Rc), s	1.5	37.0		16.5		48.5		16.5				
Change Period (Y+Rc), s	6.0	6.0		6.4		6.0		* 6.4				
Max Green Setting (Gmax), s	6.0	16.6		24.0		28.6		* 24				
Max Q Clear Time (g_c+14), s	6.3	6.3		9.1		2.0		0.0				
Green Ext Time (p_c), s	0.1	2.0		1.0		4.2		0.0				

Intersection Summary

HCM 6th Ctrl Delay	11.4
HCM 6th LOS	B

Notes

\* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

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HCM 6th Edition methodology does not support Non-NEMA phasing.

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HCM 6th Edition cannot analyze u-turn movements.

**Intersection**

Intersection Delay, s/veh 6.7

Intersection LOS A

Approach	EB	WB	NB	SB
Entry Lanes	1	1	1	1
Conflicting Circle Lanes	1	1	1	1
Adj Approach Flow, veh/h	376	362	352	30
Demand Flow Rate, veh/h	383	369	359	30
Vehicles Circulating, veh/h	35	383	217	720
Vehicles Exiting, veh/h	715	193	201	32
Ped Vol Crossing Leg, #/h	0	0	0	0
Ped Cap Adj	1.000	1.000	1.000	1.000
Approach Delay, s/veh	5.3	8.4	6.5	6.0
Approach LOS	A	A	A	A




Lane	Left	Left	Left	Left
Designated Moves	LTR	LTR	LTR	LTR
Assumed Moves	LTR	LTR	LTR	LTR
RT Channelized				
Lane Util	1.000	1.000	1.000	1.000
Follow-Up Headway, s	2.609	2.609	2.609	2.609
Critical Headway, s	4.976	4.976	4.976	4.976
Entry Flow, veh/h	383	369	359	30
Cap Entry Lane, veh/h	1331	934	1106	662
Entry HV Adj Factor	0.982	0.982	0.980	0.991
Flow Entry, veh/h	376	362	352	30
Cap Entry, veh/h	1308	917	1084	656
V/C Ratio	0.288	0.395	0.325	0.045
Control Delay, s/veh	5.3	8.4	6.5	6.0
LOS	A	A	A	A
95th %tile Queue, veh	1	2	1	0

Davis Highway/MLK Drive Two-Way Conversion Study  
1001: Martin Luther King Jr Dr

04/01/2020

Intersection

Int Delay, s/veh 0.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	20	3	335	175	13
Future Vol, veh/h	0	20	3	335	175	13
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	21	3	353	184	14

Major/Minor	Minor2	Major1	Major2
Conflicting Flow All	- 191	198	0 - 0
Stage 1	- -	-	- - -
Stage 2	- -	-	- - -
Critical Hdwy	- 6.22	4.12	- - -
Critical Hdwy Stg 1	- -	-	- - -
Critical Hdwy Stg 2	- -	-	- - -
Follow-up Hdwy	- 3.318	2.218	- - -
Pot Cap-1 Maneuver	0 851	1375	- - -
Stage 1	0 -	-	- - -
Stage 2	0 -	-	- - -
Platoon blocked, %			- - -
Mov Cap-1 Maneuver	- 851	1375	- - -
Mov Cap-2 Maneuver	- -	-	- - -
Stage 1	- -	-	- - -
Stage 2	- -	-	- - -

Approach	EB	NB	SB
HCM Control Delay, s	9.3	0.1	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1375	-	851	-	-
HCM Lane V/C Ratio	0.002	-	0.025	-	-
HCM Control Delay (s)	7.6	0	9.3	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

# Davis Highway/MLK Drive Two-Way Conversion Study

## 1: Alcaniz St & E Gregory Street

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBL	SBT
Lane Configurations					←↑↑↑			←	↑↑↑			↑↑
Traffic Volume (vph)	0	0	0	190	225	25	10	70	505	0	0	190
Future Volume (vph)	0	0	0	190	225	25	10	70	505	0	0	190
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)					6.0			6.0	6.0			6.0
Lane Util. Factor					0.91			1.00	0.91			0.95
Frt					0.99			1.00	1.00			0.98
Flt Protected					0.98			0.95	1.00			1.00
Satd. Flow (prot)					4936			1770	5085			3478
Flt Permitted					0.98			0.95	1.00			1.00
Satd. Flow (perm)					4936			1770	5085			3478
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	0	0	0	200	237	26	11	74	532	0	0	200
RTOR Reduction (vph)	0	0	0	0	9	0	0	0	0	0	0	14
Lane Group Flow (vph)	0	0	0	0	454	0	0	85	532	0	0	212
Turn Type				Perm	NA		Prot	Prot	NA			NA
Protected Phases					2		7	7	4			8
Permitted Phases				2								
Actuated Green, G (s)					13.2			4.0	20.2			10.2
Effective Green, g (s)					13.2			4.0	20.2			10.2
Actuated g/C Ratio					0.29			0.09	0.44			0.22
Clearance Time (s)					6.0			6.0	6.0			6.0
Vehicle Extension (s)					5.0			3.0	4.0			4.0
Lane Grp Cap (vph)					1435			155	2262			781
v/s Ratio Prot								c0.05	c0.10			0.06
v/s Ratio Perm					0.09							
v/c Ratio					0.32			0.55	0.24			0.27
Uniform Delay, d1					12.6			19.8	7.8			14.5
Progression Factor					1.00			1.00	1.00			1.00
Incremental Delay, d2					0.3			3.9	0.1			0.3
Delay (s)					12.8			23.8	7.9			14.8
Level of Service					B			C	A			B
Approach Delay (s)		0.0			12.8				10.1			14.8
Approach LOS		A			B				B			B

### Intersection Summary

HCM 2000 Control Delay	11.9	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.34		
Actuated Cycle Length (s)	45.4	Sum of lost time (s)	18.0
Intersection Capacity Utilization	36.0%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group

Davis Highway/MLK Drive Two-Way Conversion Study  
1: Alcaniz St & E Gregory Street

04/01/2020

Movement	SBR
Lane Configurations	
Traffic Volume (vph)	25
Future Volume (vph)	25
Ideal Flow (vphpl)	1900
Total Lost time (s)	
Lane Util. Factor	
Frt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.95
Adj. Flow (vph)	26
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	



Davis Highway/MLK Drive Two-Way Conversion Study  
2: Alcaniz St & E Wright Street

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBL	SBT
Lane Configurations		↔↔			↔↔			↔	↑	↔		↔
Traffic Volume (vph)	25	60	20	110	60	5	10	50	185	285	15	75
Future Volume (vph)	25	60	20	110	60	5	10	50	185	285	15	75
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.5			4.5			4.5	4.5	4.5		4.5
Lane Util. Factor		0.95			0.95			1.00	1.00	1.00		1.00
Frt		0.97			1.00			1.00	1.00	0.85		0.99
Flt Protected		0.99			0.97			0.95	1.00	1.00		0.99
Satd. Flow (prot)		3398			3417			1770	1863	1583		1823
Flt Permitted		0.84			0.81			0.69	1.00	1.00		0.94
Satd. Flow (perm)		2902			2854			1283	1863	1583		1732
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	26	63	21	116	63	5	11	53	195	300	16	79
RTOR Reduction (vph)	0	16	0	0	2	0	0	0	0	172	0	5
Lane Group Flow (vph)	0	94	0	0	182	0	0	64	195	128	0	101
Turn Type	Perm	NA		Perm	NA		Perm	Perm	NA	Perm	Perm	NA
Protected Phases		4			8				2			6
Permitted Phases	4			8			2	2		2	6	
Actuated Green, G (s)		5.9			5.9			11.1	11.1	11.1		11.1
Effective Green, g (s)		5.9			5.9			11.1	11.1	11.1		11.1
Actuated g/C Ratio		0.23			0.23			0.43	0.43	0.43		0.43
Clearance Time (s)		4.5			4.5			4.5	4.5	4.5		4.5
Vehicle Extension (s)		3.0			3.0			3.0	3.0	3.0		3.0
Lane Grp Cap (vph)		658			647			547	795	675		739
v/s Ratio Prot								c0.10				
v/s Ratio Perm		0.03			c0.06			0.05		0.08		0.06
v/c Ratio		0.14			0.28			0.12	0.25	0.19		0.14
Uniform Delay, d1		8.0			8.3			4.5	4.8	4.6		4.5
Progression Factor		1.00			1.00			1.00	1.00	1.00		1.00
Incremental Delay, d2		0.1			0.2			0.1	0.2	0.1		0.1
Delay (s)		8.1			8.5			4.6	4.9	4.8		4.6
Level of Service		A			A			A	A	A		A
Approach Delay (s)		8.1			8.5				4.8			4.6
Approach LOS		A			A				A			A

Intersection Summary

HCM 2000 Control Delay	5.9	HCM 2000 Level of Service	A
HCM 2000 Volume to Capacity ratio	0.26		
Actuated Cycle Length (s)	26.0	Sum of lost time (s)	9.0
Intersection Capacity Utilization	38.4%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group

Davis Highway/MLK Drive Two-Way Conversion Study  
2: Alcaniz St & E Wright Street

04/01/2020

Movement	SBR
Lane Configurations	
Traffic Volume (vph)	10
Future Volume (vph)	10
Ideal Flow (vphpl)	1900
Total Lost time (s)	
Lane Util. Factor	
Frt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.95
Adj. Flow (vph)	11
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	

Davis Highway/MLK Drive Two-Way Conversion Study  
3: Alcaniz St/Martin Luther King Jr Dr & E Cervantes St

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	55	1365	35	50	1175	15	50	45	140	35	30	50
Future Volume (vph)	55	1365	35	50	1175	15	50	45	140	35	30	50
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0		6.0	6.0			4.5			6.0	6.0
Lane Util. Factor	1.00	0.95		1.00	0.95			1.00			1.00	1.00
Frt	1.00	1.00		1.00	1.00			0.92			1.00	0.85
Flt Protected	0.95	1.00		0.95	1.00			0.99			0.97	1.00
Satd. Flow (prot)	1770	3526		1770	3532			1695			1814	1583
Flt Permitted	0.16	1.00		0.09	1.00			0.92			0.73	1.00
Satd. Flow (perm)	290	3526		165	3532			1579			1354	1583
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	58	1437	37	53	1237	16	53	47	147	37	32	53
RTOR Reduction (vph)	0	1	0	0	1	0	0	48	0	0	0	39
Lane Group Flow (vph)	58	1473	0	53	1252	0	0	199	0	0	69	14
Turn Type	Perm	NA		pm+pt	NA		Perm	NA		Perm	NA	Perm
Protected Phases		2		1	6			8			4	
Permitted Phases	2			6			8			4		4
Actuated Green, G (s)	59.0	59.0		69.0	69.0			30.5			29.0	29.0
Effective Green, g (s)	59.0	59.0		69.0	69.0			30.5			29.0	29.0
Actuated g/C Ratio	0.54	0.54		0.63	0.63			0.28			0.26	0.26
Clearance Time (s)	6.0	6.0		6.0	6.0			4.5			6.0	6.0
Vehicle Extension (s)	5.0	5.0		2.5	5.0			3.0			2.5	2.5
Lane Grp Cap (vph)	155	1891		161	2215			437			356	417
v/s Ratio Prot		c0.42		0.01	c0.35							
v/s Ratio Perm	0.20			0.19				c0.13			0.05	0.01
v/c Ratio	0.37	0.78		0.33	0.57			0.45			0.19	0.03
Uniform Delay, d1	14.8	20.3		29.3	11.8			32.9			31.4	30.1
Progression Factor	0.71	0.84		0.43	0.37			1.00			1.00	1.00
Incremental Delay, d2	2.7	2.1		0.8	0.9			0.8			1.2	0.1
Delay (s)	13.3	19.1		13.4	5.4			33.6			32.6	30.2
Level of Service	B	B		B	A			C			C	C
Approach Delay (s)		18.9			5.7			33.6			31.6	
Approach LOS		B			A			C			C	





















Intersection Summary

HCM 2000 Control Delay	15.1	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.69		
Actuated Cycle Length (s)	110.0	Sum of lost time (s)	18.0
Intersection Capacity Utilization	74.9%	ICU Level of Service	D
Analysis Period (min)	15		

c Critical Lane Group

Davis Highway/MLK Drive Two-Way Conversion Study  
4: Haynes St/I-110 NB On Ramp & E Cervantes St

04/01/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		 			 							
Traffic Volume (vph)	490	1405	10	0	970	305	20	100	50	0	0	0
Future Volume (vph)	490	1405	10	0	970	305	20	100	50	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0			6.0		6.0	6.0	6.0			
Lane Util. Factor	1.00	0.95			0.95		1.00	1.00	1.00			
Frt	1.00	1.00			0.96		1.00	1.00	0.85			
Flt Protected	0.95	1.00			1.00		0.95	1.00	1.00			
Satd. Flow (prot)	1770	3535			3412		1770	1863	1583			
Flt Permitted	0.08	1.00			1.00		0.95	1.00	1.00			
Satd. Flow (perm)	155	3535			3412		1770	1863	1583			
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	516	1479	11	0	1021	321	21	105	53	0	0	0
RTOR Reduction (vph)	0	0	0	0	27	0	0	0	48	0	0	0
Lane Group Flow (vph)	516	1490	0	0	1315	0	21	105	5	0	0	0
Turn Type	pm+pt	NA			NA		Perm	NA	Perm			
Protected Phases	1	6			2			4				
Permitted Phases	6						4		4			
Actuated Green, G (s)	86.9	86.9			42.0		11.1	11.1	11.1			
Effective Green, g (s)	86.9	86.9			42.0		11.1	11.1	11.1			
Actuated g/C Ratio	0.79	0.79			0.38		0.10	0.10	0.10			
Clearance Time (s)	6.0	6.0			6.0		6.0	6.0	6.0			
Vehicle Extension (s)	2.5	5.0			5.0		2.5	2.5	2.5			
Lane Grp Cap (vph)	693	2792			1302		178	187	159			
v/s Ratio Prot	c0.26	0.42			c0.39			c0.06				
v/s Ratio Perm	0.32						0.01		0.00			
v/c Ratio	0.74	0.53			1.01		0.12	0.56	0.03			
Uniform Delay, d1	25.7	4.2			34.0		45.0	47.1	44.6			
Progression Factor	1.00	1.00			0.61		1.00	1.00	1.00			
Incremental Delay, d2	4.1	0.4			25.5		0.2	3.1	0.1			
Delay (s)	29.8	4.6			46.3		45.2	50.2	44.7			
Level of Service	C	A			D		D	D	D			
Approach Delay (s)		11.0			46.3			48.0			0.0	
Approach LOS		B			D			D			A	
<b>Intersection Summary</b>												
HCM 2000 Control Delay		26.3			HCM 2000 Level of Service			C				
HCM 2000 Volume to Capacity ratio		0.85										
Actuated Cycle Length (s)		110.0			Sum of lost time (s)			18.0				
Intersection Capacity Utilization		84.0%			ICU Level of Service			E				
Analysis Period (min)		15										
c Critical Lane Group												

Davis Highway/MLK Drive Two-Way Conversion Study  
5: Martin Luther King Jr Dr & E Blount St

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔		↔	↔			↔			↔	
Traffic Volume (vph)	10	220	15	5	115	5	5	95	10	10	95	15
Future Volume (vph)	10	220	15	5	115	5	5	95	10	10	95	15
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0		6.0	6.0			6.0			6.0	
Lane Util. Factor		1.00		1.00	1.00			1.00			1.00	
Frt		0.99		1.00	0.99			0.99			0.98	
Flt Protected		1.00		0.95	1.00			1.00			1.00	
Satd. Flow (prot)		1843		1770	1852			1835			1823	
Flt Permitted		0.99		0.60	1.00			0.98			0.97	
Satd. Flow (perm)		1830		1116	1852			1807			1768	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	11	232	16	5	121	5	5	100	11	11	100	16
RTOR Reduction (vph)	0	2	0	0	1	0	0	8	0	0	10	0
Lane Group Flow (vph)	0	257	0	5	125	0	0	108	0	0	117	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		2			6			8			4	
Permitted Phases	2			6			8			4		
Actuated Green, G (s)		43.9		43.9	43.9			9.1			9.1	
Effective Green, g (s)		43.9		43.9	43.9			9.1			9.1	
Actuated g/C Ratio		0.68		0.68	0.68			0.14			0.14	
Clearance Time (s)		6.0		6.0	6.0			6.0			6.0	
Vehicle Extension (s)		4.0		4.0	4.0			4.0			4.0	
Lane Grp Cap (vph)		1235		753	1250			252			247	
v/s Ratio Prot					0.07							
v/s Ratio Perm		c0.14		0.00				0.06			c0.07	
v/c Ratio		0.21		0.01	0.10			0.43			0.47	
Uniform Delay, d1		4.0		3.4	3.7			25.6			25.7	
Progression Factor		1.00		0.84	0.80			1.00			1.00	
Incremental Delay, d2		0.4		0.0	0.0			1.6			1.9	
Delay (s)		4.4		2.9	3.0			27.2			27.7	
Level of Service		A		A	A			C			C	
Approach Delay (s)		4.4			3.0			27.2			27.7	
Approach LOS		A			A			C			C	

Intersection Summary

HCM 2000 Control Delay	12.9	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.25		
Actuated Cycle Length (s)	65.0	Sum of lost time (s)	12.0
Intersection Capacity Utilization	39.4%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group

Davis Highway/MLK Drive Two-Way Conversion Study  
6: Martin Luther King Jr Dr & E Jordan St

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔↔						↔			↔	
Sign Control		Stop			Stop			Stop			Stop	
Traffic Volume (vph)	35	285	35	0	0	0	0	110	5	15	90	0
Future Volume (vph)	35	285	35	0	0	0	0	110	5	15	90	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	37	300	37	0	0	0	0	116	5	16	95	0

Direction, Lane #	EB 1	EB 2	NB 1	SB 1
Volume Total (vph)	187	187	121	111
Volume Left (vph)	37	0	0	16
Volume Right (vph)	0	37	5	0
Hadj (s)	0.13	-0.10	0.01	0.06
Departure Headway (s)	5.2	5.0	4.9	5.0
Degree Utilization, x	0.27	0.26	0.17	0.15
Capacity (veh/h)	661	697	687	673
Control Delay (s)	9.0	8.5	8.9	8.9
Approach Delay (s)	8.8		8.9	8.9
Approach LOS	A		A	A

Intersection Summary

Delay	8.8
Level of Service	A
Intersection Capacity Utilization	28.9%
ICU Level of Service	A
Analysis Period (min)	15













Intersection Sign configuration not allowed in HCM analysis.

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# Davis Highway/MLK Drive Two-Way Conversion Study

## 8: Haynes St/I-110 NB & E Maxwell Street

04/01/2020

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations					↑↑	↑	↑	↑				
Traffic Volume (vph)	0	0	0	0	135	145	25	505	0	0	0	0
Future Volume (vph)	0	0	0	0	135	145	25	505	0	0	0	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)					12.0	12.0	6.0	6.0				
Lane Util. Factor					0.95	1.00	1.00	1.00				
Frt					1.00	0.85	1.00	1.00				
Flt Protected					1.00	1.00	0.95	1.00				
Satd. Flow (prot)					3539	1583	1770	1863				
Flt Permitted					1.00	1.00	0.95	1.00				
Satd. Flow (perm)					3539	1583	1770	1863				
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	0	0	0	0	142	153	26	532	0	0	0	0
RTOR Reduction (vph)	0	0	0	0	0	119	11	0	0	0	0	0
Lane Group Flow (vph)	0	0	0	0	142	34	15	532	0	0	0	0
Turn Type					NA	Perm	Perm	NA				
Protected Phases					4 1			2				
Permitted Phases						4 1	2					
Actuated Green, G (s)					32.4	32.4	70.1	70.1				
Effective Green, g (s)					26.4	26.4	70.1	70.1				
Actuated g/C Ratio					0.22	0.22	0.58	0.58				
Clearance Time (s)							6.0	6.0				
Vehicle Extension (s)							4.0	4.0				
Lane Grp Cap (vph)					775	346	1029	1083				
v/s Ratio Prot					c0.04			c0.29				
v/s Ratio Perm						0.02	0.01					
v/c Ratio					0.18	0.10	0.01	0.49				
Uniform Delay, d1					38.3	37.5	10.6	14.8				
Progression Factor					0.17	0.28	1.00	1.00				
Incremental Delay, d2					0.2	0.3	0.0	1.6				
Delay (s)					6.7	10.6	10.7	16.4				
Level of Service					A	B	B	B				
Approach Delay (s)		0.0			8.8			16.1			0.0	
Approach LOS		A			A			B			A	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			13.6									
HCM 2000 Level of Service											B	
HCM 2000 Volume to Capacity ratio			0.41									
Actuated Cycle Length (s)			120.5								24.0	
Intersection Capacity Utilization			50.6%								A	
ICU Level of Service												
Analysis Period (min)			15									
c Critical Lane Group												



Davis Highway/MLK Drive Two-Way Conversion Study  
9: Martin Luther King Jr Dr & E Maxwell Street

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations					←↑↑↑			↑			↑	↑
Traffic Volume (vph)	0	0	0	10	230	10	15	130	0	0	95	35
Future Volume (vph)	0	0	0	10	230	10	15	130	0	0	95	35
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)					12.0			6.0			6.0	6.0
Lane Util. Factor					0.91			1.00			1.00	1.00
Frt					0.99			1.00			1.00	0.85
Flt Protected					1.00			0.99			1.00	1.00
Satd. Flow (prot)					5043			1853			1863	1583
Flt Permitted					1.00			0.97			1.00	1.00
Satd. Flow (perm)					5043			1811			1863	1583
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	0	0	0	11	242	11	16	137	0	0	100	37
RTOR Reduction (vph)	0	0	0	0	3	0	0	0	0	0	0	0
Lane Group Flow (vph)	0	0	0	0	261	0	0	153	0	0	100	37
Turn Type				Perm	NA		Perm	NA			NA	custom
Protected Phases					4			2			6	
Permitted Phases				4			2					1
Actuated Green, G (s)					16.5			70.1			86.0	9.9
Effective Green, g (s)					16.5			70.1			86.0	9.9
Actuated g/C Ratio					0.14			0.58			0.71	0.08
Clearance Time (s)					12.0			6.0			6.0	6.0
Vehicle Extension (s)					5.0			4.0			4.0	4.0
Lane Grp Cap (vph)					690			1053			1329	130
v/s Ratio Prot											0.05	
v/s Ratio Perm					0.05			c0.08				c0.02
v/c Ratio					0.38			0.15			0.08	0.28
Uniform Delay, d1					47.3			11.5			5.2	52.0
Progression Factor					1.00			1.00			1.00	1.00
Incremental Delay, d2					0.7			0.3			0.0	1.6
Delay (s)					48.1			11.8			5.3	53.6
Level of Service					D			B			A	D
Approach Delay (s)		0.0			48.1			11.8			18.3	
Approach LOS		A			D			B			B	

Intersection Summary

HCM 2000 Control Delay	30.7	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.20		
Actuated Cycle Length (s)	120.5	Sum of lost time (s)	24.0
Intersection Capacity Utilization	36.8%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group

Davis Highway/MLK Drive Two-Way Conversion Study  
10: Martin Luther King Jr Dr & E Cross St

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Sign Control		Stop			Stop			Stop			Stop	
Traffic Volume (vph)	20	85	20	5	70	5	10	140	5	15	100	20
Future Volume (vph)	20	85	20	5	70	5	10	140	5	15	100	20
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	21	89	21	5	74	5	11	147	5	16	105	21

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total (vph)	131	84	163	142
Volume Left (vph)	21	5	11	16
Volume Right (vph)	21	5	5	21
Hadj (s)	-0.03	0.01	0.03	-0.03
Departure Headway (s)	4.7	4.8	4.6	4.6
Degree Utilization, x	0.17	0.11	0.21	0.18
Capacity (veh/h)	708	689	735	734
Control Delay (s)	8.7	8.4	8.9	8.6
Approach Delay (s)	8.7	8.4	8.9	8.6
Approach LOS	A	A	A	A

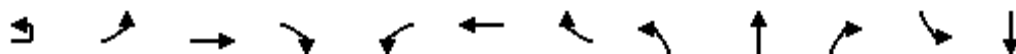
Intersection Summary

Delay	8.7
Level of Service	A
Intersection Capacity Utilization	30.2%
ICU Level of Service	A
Analysis Period (min)	15

# Davis Highway/MLK Drive Two-Way Conversion Study

## 11: Martin Luther King Jr Dr & E Texar Dr

04/01/2020



Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Lane Configurations		↔	↔		↔	↔			↔			↔
Traffic Volume (vph)	10	125	525	30	20	325	50	30	135	25	55	90
Future Volume (vph)	10	125	525	30	20	325	50	30	135	25	55	90
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.5	6.0		6.0	6.0			6.0			6.2
Lane Util. Factor		1.00	0.95		1.00	0.95			1.00			1.00
Frt		1.00	0.99		1.00	0.98			0.98			0.97
Flt Protected		0.95	1.00		0.95	1.00			0.99			0.99
Satd. Flow (prot)		1770	3510		1770	3468			1816			1782
Flt Permitted		0.45	1.00		0.43	1.00			0.93			0.82
Satd. Flow (perm)		847	3510		804	3468			1695			1477
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	11	132	553	32	21	342	53	32	142	26	58	95
RTOR Reduction (vph)	0	0	5	0	0	15	0	0	10	0	0	19
Lane Group Flow (vph)	0	143	580	0	21	380	0	0	190	0	0	176
Turn Type	pm+pt	pm+pt	NA		pm+pt	NA		Perm	NA		Perm	NA
Protected Phases	1	1	6		5	2			4			8
Permitted Phases	6	6			2			4			8	
Actuated Green, G (s)		38.3	31.6		29.0	27.7			14.1			13.9
Effective Green, g (s)		38.3	31.6		29.0	27.7			14.1			13.9
Actuated g/C Ratio		0.59	0.49		0.45	0.43			0.22			0.21
Clearance Time (s)		4.5	6.0		6.0	6.0			6.0			6.2
Vehicle Extension (s)		3.0	4.0		3.0	3.0			3.0			4.0
Lane Grp Cap (vph)		594	1706		378	1477			367			315
v/s Ratio Prot		c0.02	c0.17		0.00	0.11						
v/s Ratio Perm		0.12			0.02				0.11			c0.12
v/c Ratio		0.24	0.34		0.06	0.26			0.52			0.56
Uniform Delay, d1		6.1	10.3		10.1	12.0			22.4			22.8
Progression Factor		1.00	1.00		0.64	0.56			1.00			1.00
Incremental Delay, d2		0.2	0.5		0.1	0.1			1.2			2.6
Delay (s)		6.3	10.8		6.5	6.8			23.7			25.5
Level of Service		A	B		A	A			C			C
Approach Delay (s)			9.9			6.8			23.7			25.5
Approach LOS			A			A			C			C

### Intersection Summary

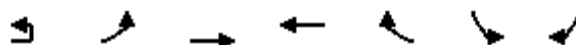
HCM 2000 Control Delay	12.8	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.42		
Actuated Cycle Length (s)	65.0	Sum of lost time (s)	18.2
Intersection Capacity Utilization	53.6%	ICU Level of Service	A
Analysis Period (min)	15		





c Critical Lane Group

Movement	SBR
Lane Configurations	
Traffic Volume (vph)	40
Future Volume (vph)	40
Ideal Flow (vphpl)	1900
Total Lost time (s)	
Lane Util. Factor	
Frt	
Flt Protected	
Satd. Flow (prot)	
Flt Permitted	
Satd. Flow (perm)	
Peak-hour factor, PHF	0.95
Adj. Flow (vph)	42
RTOR Reduction (vph)	0
Lane Group Flow (vph)	0
Turn Type	
Protected Phases	
Permitted Phases	
Actuated Green, G (s)	
Effective Green, g (s)	
Actuated g/C Ratio	
Clearance Time (s)	
Vehicle Extension (s)	
Lane Grp Cap (vph)	
v/s Ratio Prot	
v/s Ratio Perm	
v/c Ratio	
Uniform Delay, d1	
Progression Factor	
Incremental Delay, d2	
Delay (s)	
Level of Service	
Approach Delay (s)	
Approach LOS	
Intersection Summary	

Davis Highway/MLK Drive Two-Way Conversion Study  
13: E Wright Street & N Davis Hwy

04/01/2020



Movement	EBU	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations							
Sign Control			Stop	Stop		Stop	
Traffic Volume (vph)	15	195	150	75	10	5	85
Future Volume (vph)	15	195	150	75	10	5	85
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	0	205	158	79	11	5	89
Direction, Lane #	EB 1	EB 2	WB 1	SB 1			
Volume Total (vph)	205	158	90	94			
Volume Left (vph)	205	0	0	5			
Volume Right (vph)	0	0	11	89			
Hadj (s)	0.53	0.03	-0.04	-0.52			
Departure Headway (s)	5.3	4.8	4.6	4.4			
Degree Utilization, x	0.30	0.21	0.11	0.11			
Capacity (veh/h)	664	728	755	759			
Control Delay (s)	9.4	7.9	8.2	8.0			
Approach Delay (s)	8.8		8.2	8.0			
Approach LOS	A		A	A			
Intersection Summary							
Delay			8.5				
Level of Service			A				
Intersection Capacity Utilization			30.5%	ICU Level of Service		A	
Analysis Period (min)			15				

Davis Highway/MLK Drive Two-Way Conversion Study  
14: N Davis Hwy & E Cervantes St

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	55	1450	35	50	1140	15	50	50	145	30	25	50
Future Volume (vph)	55	1450	35	50	1140	15	50	50	145	30	25	50
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.5		4.5	6.5			6.0	6.0		6.5	
Lane Util. Factor	1.00	0.95		1.00	0.95			1.00	1.00		1.00	
Frt	1.00	1.00		1.00	1.00			1.00	0.85		0.94	
Flt Protected	0.95	1.00		0.95	1.00			0.98	1.00		0.99	
Satd. Flow (prot)	1770	3527		1770	3532			1817	1583		1718	
Flt Permitted	0.20	1.00		0.08	1.00			0.77	1.00		0.87	
Satd. Flow (perm)	366	3527		146	3532			1433	1583		1511	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	58	1526	37	53	1200	16	53	53	153	32	26	53
RTOR Reduction (vph)	0	1	0	0	1	0	0	0	131	0	33	0
Lane Group Flow (vph)	58	1562	0	53	1215	0	0	106	22	0	78	0
Turn Type	pm+pt	NA		pm+pt	NA		Perm	NA	Perm	Perm	NA	
Protected Phases	1	6		5	2			4			8	
Permitted Phases	6			2			4		4	8		
Actuated Green, G (s)	69.8	64.9		81.4	70.5			16.1	16.1		15.6	
Effective Green, g (s)	69.8	64.9		81.4	70.5			16.1	16.1		15.6	
Actuated g/C Ratio	0.63	0.59		0.74	0.64			0.15	0.15		0.14	
Clearance Time (s)	6.0	6.5		4.5	6.5			6.0	6.0		6.5	
Vehicle Extension (s)	2.5	5.0		3.0	5.0			3.0	3.0		5.0	
Lane Grp Cap (vph)	294	2080		285	2263			209	231		214	
v/s Ratio Prot	0.01	c0.44		c0.02	c0.34							
v/s Ratio Perm	0.12			0.12				c0.07	0.01		0.05	
v/c Ratio	0.20	0.75		0.19	0.54			0.51	0.10		0.37	
Uniform Delay, d1	8.1	16.6		11.0	10.8			43.3	40.7		42.7	
Progression Factor	0.16	0.23		1.00	1.00			1.00	1.00		1.00	
Incremental Delay, d2	0.2	1.3		0.3	0.9			1.9	0.2		2.2	
Delay (s)	1.5	5.1		11.3	11.7			45.2	40.8		44.9	
Level of Service	A	A		B	B			D	D		D	
Approach Delay (s)		5.0			11.7			42.6			44.9	
Approach LOS		A			B			D			D	

Intersection Summary

HCM 2000 Control Delay	12.0	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.66		
Actuated Cycle Length (s)	110.0	Sum of lost time (s)	19.0
Intersection Capacity Utilization	82.0%	ICU Level of Service	E
Analysis Period (min)	15		

c Critical Lane Group

# Davis Highway/MLK Drive Two-Way Conversion Study

## 15: N Davis Hwy & E Blount St

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	15	215	10	5	105	10	10	95	15	5	90	10
Future Volume (vph)	15	215	10	5	105	10	10	95	15	5	90	10
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	7.5	7.5			4.5			7.5			4.5	
Lane Util. Factor	1.00	1.00			1.00			1.00			1.00	
Frt	1.00	0.99			0.99			0.98			0.99	
Flt Protected	0.95	1.00			1.00			1.00			1.00	
Satd. Flow (prot)	1770	1850			1837			1823			1834	
Flt Permitted	0.68	1.00			0.99			0.96			0.99	
Satd. Flow (perm)	1258	1850			1826			1764			1813	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	16	226	11	5	111	11	11	100	16	5	95	11
RTOR Reduction (vph)	0	2	0	0	3	0	0	11	0	0	8	0
Lane Group Flow (vph)	16	235	0	0	124	0	0	116	0	0	103	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		2			6			8			4	
Permitted Phases	2			6			8			4		
Actuated Green, G (s)	40.9	40.9			43.9			9.1			12.1	
Effective Green, g (s)	40.9	40.9			43.9			9.1			12.1	
Actuated g/C Ratio	0.63	0.63			0.68			0.14			0.19	
Clearance Time (s)	7.5	7.5			4.5			7.5			4.5	
Vehicle Extension (s)	4.0	4.0			3.0			4.0			3.0	
Lane Grp Cap (vph)	791	1164			1233			246			337	
v/s Ratio Prot		c0.13										
v/s Ratio Perm	0.01				0.07			c0.07			0.06	
v/c Ratio	0.02	0.20			0.10			0.47			0.31	
Uniform Delay, d1	4.5	5.1			3.7			25.7			22.8	
Progression Factor	0.42	0.41			1.00			1.00			1.00	
Incremental Delay, d2	0.0	0.4			0.0			1.9			0.5	
Delay (s)	2.0	2.5			3.7			27.7			23.3	
Level of Service	A	A			A			C			C	
Approach Delay (s)		2.5			3.7			27.7			23.3	
Approach LOS		A			A			C			C	

### Intersection Summary

HCM 2000 Control Delay	11.6	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.25		
Actuated Cycle Length (s)	65.0	Sum of lost time (s)	15.0
Intersection Capacity Utilization	34.0%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group

Davis Highway/MLK Drive Two-Way Conversion Study  
16: N Davis Hwy & E Jordan St

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔↔						↔			↔	
Sign Control		Stop			Stop			Stop			Stop	
Traffic Volume (vph)	40	230	35	0	0	0	0	115	10	10	85	0
Future Volume (vph)	40	230	35	0	0	0	0	115	10	10	85	0
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	42	242	37	0	0	0	0	121	11	11	89	0

Direction, Lane #	EB 1	EB 2	NB 1	SB 1
Volume Total (vph)	163	158	132	100
Volume Left (vph)	42	0	0	11
Volume Right (vph)	0	37	11	0
Hadj (s)	0.16	-0.13	-0.02	0.06
Departure Headway (s)	5.2	5.0	4.8	4.9
Degree Utilization, x	0.24	0.22	0.18	0.14
Capacity (veh/h)	657	700	712	689
Control Delay (s)	8.7	8.1	8.8	8.7
Approach Delay (s)	8.4		8.8	8.7
Approach LOS	A		A	A

Intersection Summary

Delay	8.5
Level of Service	A
Intersection Capacity Utilization	28.1%
ICU Level of Service	A
Analysis Period (min)	15



Intersection has too many lanes per leg.

HCM All-Way analysis is limited to two lanes per leg.

Channelized right turn lanes are not counted.

Davis Highway/MLK Drive Two-Way Conversion Study  
18: N Davis Hwy & E Cross St

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔			↔			↔	
Sign Control		Stop			Stop			Stop			Stop	
Traffic Volume (vph)	20	70	15	5	50	10	10	140	5	10	100	20
Future Volume (vph)	20	70	15	5	50	10	10	140	5	10	100	20
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	21	74	16	5	53	11	11	147	5	11	105	21

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total (vph)	111	69	163	137
Volume Left (vph)	21	5	11	11
Volume Right (vph)	16	11	5	21
Hadj (s)	-0.01	-0.05	0.03	-0.04
Departure Headway (s)	4.7	4.7	4.5	4.5
Degree Utilization, x	0.14	0.09	0.21	0.17
Capacity (veh/h)	713	705	757	756
Control Delay (s)	8.5	8.2	8.7	8.4
Approach Delay (s)	8.5	8.2	8.7	8.4
Approach LOS	A	A	A	A

Intersection Summary

Delay	8.5
Level of Service	A
Intersection Capacity Utilization	27.5%
ICU Level of Service	A
Analysis Period (min)	15

# Davis Highway/MLK Drive Two-Way Conversion Study

## 19: N Davis Hwy & E Texar Dr

04/01/2020



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	130	445	30	15	320	55	35	135	30	55	90	40
Future Volume (vph)	130	445	30	15	320	55	35	135	30	55	90	40
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0		6.0	6.0			6.4			6.0	
Lane Util. Factor	1.00	0.95		1.00	0.95			1.00			1.00	
Frt	1.00	0.99		1.00	0.98			0.98			0.97	
Flt Protected	0.95	1.00		0.95	1.00			0.99			0.99	
Satd. Flow (prot)	1770	3505		1770	3461			1809			1782	
Flt Permitted	0.42	1.00		0.47	1.00			0.90			0.81	
Satd. Flow (perm)	788	3505		873	3461			1646			1467	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	137	468	32	16	337	58	37	142	32	58	95	42
RTOR Reduction (vph)	0	6	0	0	17	0	0	13	0	0	19	0
Lane Group Flow (vph)	137	494	0	16	378	0	0	198	0	0	176	0
Turn Type	pm+pt	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases	1	6			2			4			8	
Permitted Phases	6			2			4			8		
Actuated Green, G (s)	39.1	39.1		26.4	26.4			13.5			13.9	
Effective Green, g (s)	39.1	39.1		26.4	26.4			13.5			13.9	
Actuated g/C Ratio	0.60	0.60		0.41	0.41			0.21			0.21	
Clearance Time (s)	6.0	6.0		6.0	6.0			6.4			6.0	
Vehicle Extension (s)	3.0	4.0		4.0	4.0			3.0			4.0	
Lane Grp Cap (vph)	575	2108		354	1405			341			313	
v/s Ratio Prot	0.02	c0.14			c0.11							
v/s Ratio Perm	0.12			0.02				c0.12			0.12	
v/c Ratio	0.24	0.23		0.05	0.27			0.58			0.56	
Uniform Delay, d1	5.9	6.0		11.7	12.9			23.2			22.8	
Progression Factor	0.54	0.46		1.00	1.00			1.00			1.00	
Incremental Delay, d2	0.2	0.1		0.2	0.5			2.5			2.8	
Delay (s)	3.4	2.9		11.9	13.3			25.7			25.6	
Level of Service	A	A		B	B			C			C	
Approach Delay (s)		3.0			13.3			25.7			25.6	
Approach LOS		A			B			C			C	

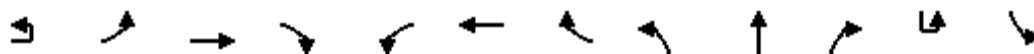
### Intersection Summary

HCM 2000 Control Delay	12.2	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.37		
Actuated Cycle Length (s)	65.0	Sum of lost time (s)	18.4
Intersection Capacity Utilization	53.7%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group

Davis Highway/MLK Drive Two-Way Conversion Study  
21: N Davis Hwy & I-110 Ramp/Driveway

04/01/2020



Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBU	SBL
Lane Configurations		↰	↱	↰			↰	↰	↱			↰
Traffic Volume (vph)	10	435	3	20	0	0	11	305	350	10	10	10
Future Volume (vph)	10	435	3	20	0	0	11	305	350	10	10	10
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0	6.0	6.0			6.0	6.0	6.5			6.0
Lane Util. Factor		0.95	0.95	1.00			1.00	1.00	0.95			1.00
Frt		1.00	1.00	0.85			0.86	1.00	1.00			1.00
Flt Protected		0.95	0.95	1.00			1.00	0.95	1.00			0.95
Satd. Flow (prot)		1681	1686	1583			1611	1770	3524			1770
Flt Permitted		0.95	0.95	1.00			1.00	0.45	1.00			0.53
Satd. Flow (perm)		1681	1686	1583			1611	847	3524			982
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	11	458	3	21	0	0	12	321	368	11	11	11
RTOR Reduction (vph)	0	0	0	17	0	0	3	0	1	0	0	0
Lane Group Flow (vph)	0	235	237	4	0	0	9	321	378	0	0	22
Turn Type	Split	Split	NA	Perm			Perm	pm+pt	NA		pm+pt	pm+pt
Protected Phases	8	8	8					5	2		1	1
Permitted Phases				8			1 2 5 6	2			6	6
Actuated Green, G (s)		24.0	24.0	24.0			94.0	93.5	84.1			77.7
Effective Green, g (s)		24.0	24.0	24.0			94.0	93.5	84.1			77.7
Actuated g/C Ratio		0.18	0.18	0.18			0.72	0.72	0.65			0.60
Clearance Time (s)		6.0	6.0	6.0				6.0	6.5			6.0
Vehicle Extension (s)		3.0	3.0	3.0				3.0	6.0			3.0
Lane Grp Cap (vph)		310	311	292			1164	706	2279			607
v/s Ratio Prot		0.14	c0.14					c0.05	0.11			0.00
v/s Ratio Perm				0.00			0.01	0.28				0.02
v/c Ratio		0.76	0.76	0.01			0.01	0.45	0.17			0.04
Uniform Delay, d1		50.2	50.3	43.3			5.0	7.3	9.1			10.7
Progression Factor		1.00	1.00	1.00			1.00	1.00	1.00			1.00
Incremental Delay, d2		10.2	10.5	0.0			0.0	0.5	0.2			0.0
Delay (s)		60.4	60.8	43.3			5.0	7.8	9.2			10.6
Level of Service		E	E	D			A	A	A			B
Approach Delay (s)			59.9			5.0			8.6			
Approach LOS			E			A			A			

Intersection Summary

HCM 2000 Control Delay	34.0	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.56		
Actuated Cycle Length (s)	130.0	Sum of lost time (s)	18.5
Intersection Capacity Utilization	90.6%	ICU Level of Service	E
Analysis Period (min)	15		

c Critical Lane Group

Davis Highway/MLK Drive Two-Way Conversion Study  
21: N Davis Hwy & I-110 Ramp/Driveway

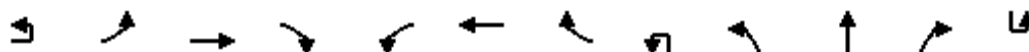
04/01/2020



Movement	SBT	SBR
Lane Configurations	↑	↑
Traffic Volume (vph)	337	747
Future Volume (vph)	337	747
Ideal Flow (vphpl)	1900	1900
Total Lost time (s)	6.0	6.0
Lane Util. Factor	1.00	1.00
Frt	1.00	0.85
Flt Protected	1.00	1.00
Satd. Flow (prot)	1863	1583
Flt Permitted	1.00	1.00
Satd. Flow (perm)	1863	1583
Peak-hour factor, PHF	0.95	0.95
Adj. Flow (vph)	355	786
RTOR Reduction (vph)	0	337
Lane Group Flow (vph)	355	449
Turn Type	NA	Perm
Protected Phases	6	
Permitted Phases		6
Actuated Green, G (s)	74.3	74.3
Effective Green, g (s)	74.3	74.3
Actuated g/C Ratio	0.57	0.57
Clearance Time (s)	6.0	6.0
Vehicle Extension (s)	6.0	6.0
Lane Grp Cap (vph)	1064	904
v/s Ratio Prot	0.19	
v/s Ratio Perm		c0.28
v/c Ratio	0.33	0.50
Uniform Delay, d1	14.7	16.7
Progression Factor	1.01	2.92
Incremental Delay, d2	0.5	1.2
Delay (s)	15.4	49.9
Level of Service	B	D
Approach Delay (s)	38.6	
Approach LOS	D	
Intersection Summary		

Davis Highway/MLK Drive Two-Way Conversion Study  
22: N Davis Hwy & E Fairfield Dr

04/01/2020



Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU
Lane Configurations		↔↔	↔↔↔	↔	↔	↔↔↔			↔↔	↔↔	↔	
Traffic Volume (vph)	10	310	930	820	30	1160	65	9	120	325	352	10
Future Volume (vph)	10	310	930	820	30	1160	65	9	120	325	352	10
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.4	6.4	6.4	6.4	6.4			6.4	6.4	6.4	
Lane Util. Factor		0.97	0.91	1.00	1.00	0.91			0.97	0.95	1.00	
Frt		1.00	1.00	0.85	1.00	0.99			1.00	1.00	0.85	
Flt Protected		0.95	1.00	1.00	0.95	1.00			0.95	1.00	1.00	
Satd. Flow (prot)		3433	5085	1583	1770	5045			3433	3539	1583	
Flt Permitted		0.95	1.00	1.00	0.95	1.00			0.95	1.00	1.00	
Satd. Flow (perm)		3433	5085	1583	1770	5045			3433	3539	1583	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	11	326	979	863	32	1221	68	9	126	342	371	11
RTOR Reduction (vph)	0	0	0	303	0	5	0	0	0	0	133	0
Lane Group Flow (vph)	0	337	979	560	32	1284	0	0	135	342	238	0
Turn Type	Prot	Prot	NA	Perm	Prot	NA		Prot	Prot	NA	Perm	Prot
Protected Phases	1	1	6		5	2		7	7	4		3
Permitted Phases				6							4	
Actuated Green, G (s)		14.9	49.7	49.7	3.8	38.6			10.5	38.7	38.7	
Effective Green, g (s)		14.9	49.7	49.7	3.8	38.6			10.5	38.7	38.7	
Actuated g/C Ratio		0.11	0.38	0.38	0.03	0.30			0.08	0.30	0.30	
Clearance Time (s)		6.4	6.4	6.4	6.4	6.4			6.4	6.4	6.4	
Vehicle Extension (s)		4.5	4.0	4.0	3.0	4.0			3.0	4.0	4.0	
Lane Grp Cap (vph)		393	1944	605	51	1497			277	1053	471	
v/s Ratio Prot		c0.10	0.19		0.02	0.25			0.04	0.10		
v/s Ratio Perm				c0.35							0.15	
v/c Ratio		0.86	0.50	0.93	0.63	0.86			0.49	0.32	0.50	
Uniform Delay, d1		56.5	30.7	38.4	62.4	43.1			57.2	35.5	37.7	
Progression Factor		1.00	1.00	1.00	1.00	1.00			1.17	0.75	0.64	
Incremental Delay, d2		17.7	0.9	22.3	21.7	6.6			1.3	0.2	1.1	
Delay (s)		74.2	31.6	60.7	84.1	49.7			68.1	27.0	25.2	
Level of Service		E	C	E	F	D			E	C	C	
Approach Delay (s)			49.7			50.5				32.7		
Approach LOS			D			D				C		

Intersection Summary

HCM 2000 Control Delay	47.0	HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio	0.89		
Actuated Cycle Length (s)	130.0	Sum of lost time (s)	25.6
Intersection Capacity Utilization	89.9%	ICU Level of Service	E
Analysis Period (min)	15		

c Critical Lane Group

Davis Highway/MLK Drive Two-Way Conversion Study  
22: N Davis Hwy & E Fairfield Dr

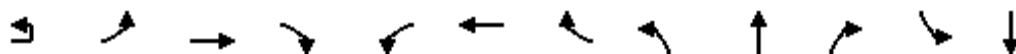
04/01/2020



Movement	SBL	SBT	SBR
Lane Configurations			
Traffic Volume (vph)	80	245	515
Future Volume (vph)	80	245	515
Ideal Flow (vphpl)	1900	1900	1900
Total Lost time (s)	6.4	6.4	6.4
Lane Util. Factor	1.00	0.95	1.00
Frt	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00
Satd. Flow (prot)	1770	3539	1583
Flt Permitted	0.95	1.00	1.00
Satd. Flow (perm)	1770	3539	1583
Peak-hour factor, PHF	0.95	0.95	0.95
Adj. Flow (vph)	84	258	542
RTOR Reduction (vph)	0	0	132
Lane Group Flow (vph)	95	258	410
Turn Type	Prot	NA	Perm
Protected Phases	3	8	
Permitted Phases			8
Actuated Green, G (s)	12.2	40.4	40.4
Effective Green, g (s)	12.2	40.4	40.4
Actuated g/C Ratio	0.09	0.31	0.31
Clearance Time (s)	6.4	6.4	6.4
Vehicle Extension (s)	4.5	4.0	4.0
Lane Grp Cap (vph)	166	1099	491
v/s Ratio Prot	c0.05	0.07	
v/s Ratio Perm			c0.26
v/c Ratio	0.57	0.23	0.83
Uniform Delay, d1	56.4	33.3	41.7
Progression Factor	1.00	1.00	1.00
Incremental Delay, d2	6.5	0.2	12.1
Delay (s)	62.9	33.5	53.8
Level of Service	E	C	D
Approach Delay (s)		48.9	
Approach LOS		D	
Intersection Summary			

Davis Highway/MLK Drive Two-Way Conversion Study  
1000: Martin Luther King Jr Dr & N Davis Hwy

04/01/2020



Movement	EBU	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT
Right Turn Channelized												
Traffic Volume (veh/h)	10	15	172	160	15	318	10	327	5	3	5	13
Future Volume (veh/h)	10	15	172	160	15	318	10	327	5	3	5	13
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	11	16	181	168	16	335	11	344	5	3	5	14
Approach Volume (veh/h)			376			362			352			30
Crossing Volume (veh/h)			35			376			213			706
High Capacity (veh/h)			1347			1030			1172			791
High v/c (veh/h)			0.28			0.35			0.30			0.04
Low Capacity (veh/h)			1127			841			968			629
Low v/c (veh/h)			0.33			0.43			0.36			0.05

Intersection Summary

Maximum v/c High	0.35
Maximum v/c Low	0.43
Intersection Capacity Utilization	60.6%
ICU Level of Service	B



Movement	SBR
Right Turn Channelized	
Traffic Volume (veh/h)	10
Future Volume (veh/h)	10
Peak Hour Factor	0.95
Hourly flow rate (vph)	11
Approach Volume (veh/h)	
Crossing Volume (veh/h)	
High Capacity (veh/h)	
High v/c (veh/h)	
Low Capacity (veh/h)	
Low v/c (veh/h)	

Intersection Summary



Davis Highway/MLK Drive Two-Way Conversion Study  
1001: Martin Luther King Jr Dr

04/01/2020



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↖	↖	↗
Traffic Volume (veh/h)	0	20	3	335	175	13
Future Volume (Veh/h)	0	20	3	335	175	13
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	0	21	3	353	184	14
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage (veh)						
Upstream signal (ft)				1281		
pX, platoon unblocked						
vC, conflicting volume	550	191	198			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	550	191	198			
tC, single (s)	6.4	6.2	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	100	98	100			
cM capacity (veh/h)	495	851	1375			
Direction, Lane #	EB 1	NB 1	SB 1			
Volume Total	21	356	198			
Volume Left	0	3	0			
Volume Right	21	0	14			
cSH	851	1375	1700			
Volume to Capacity	0.02	0.00	0.12			
Queue Length 95th (ft)	2	0	0			
Control Delay (s)	9.3	0.1	0.0			
Lane LOS	A	A				
Approach Delay (s)	9.3	0.1	0.0			
Approach LOS	A					
<b>Intersection Summary</b>						
Average Delay		0.4				
Intersection Capacity Utilization		23.4%		ICU Level of Service		A
Analysis Period (min)		15				

# MOVEMENT SUMMARY

 Site: 101 [Davis\_Highway\_MLK\_Drive\_Build\_Roundabout\_2045\_AM]

Davis\_Highway\_MLK\_Drive  
Site Category: (None)  
Roundabout

Movement Performance - Vehicles												
Mov ID	Turn	Demand Total veh/h	Flows HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed mph
SouthEast: N Davis Hwy												
3x	L2	16	2.0	0.200	8.2	LOS A	0.9	23.9	0.40	0.31	0.40	30.4
8x	T1	195	2.0	0.200	2.1	LOS A	0.9	23.9	0.40	0.31	0.40	29.7
18x	R2	5	2.0	0.200	2.9	LOS A	0.9	23.9	0.40	0.31	0.40	28.1
Approach		216	2.0	0.200	2.5	LOS A	0.9	23.9	0.40	0.31	0.40	29.7
NorthEast: Hart Dr												
1x	L2	5	2.0	0.033	8.8	LOS A	0.1	3.3	0.47	0.47	0.47	30.2
6x	T1	14	2.0	0.033	2.7	LOS A	0.1	3.3	0.47	0.47	0.47	29.2
16x	R2	11	2.0	0.033	3.5	LOS A	0.1	3.3	0.47	0.47	0.47	24.6
Approach		29	2.0	0.033	4.1	LOS A	0.1	3.3	0.47	0.47	0.47	28.4
NorthWest: N Davis Hwy												
7ux	U	11	2.0	0.277	9.3	LOS A	1.5	39.0	0.16	0.26	0.16	11.8
7x	L2	21	2.0	0.277	7.3	LOS A	1.5	39.0	0.16	0.26	0.16	9.9
4x	T1	179	2.0	0.277	1.2	LOS A	1.5	39.0	0.16	0.26	0.16	30.4
14x	R2	151	2.0	0.277	2.0	LOS A	1.5	39.0	0.16	0.26	0.16	28.9
Approach		361	2.0	0.277	2.1	LOS A	1.5	39.0	0.16	0.26	0.16	28.0
SouthWest: MLK Dr												
5x	L2	179	2.0	0.173	8.2	LOS A	0.8	20.3	0.39	0.61	0.39	17.3
2x	T1	5	2.0	0.173	2.0	LOS A	0.8	20.3	0.39	0.61	0.39	16.7
12x	R2	3	2.0	0.173	2.9	LOS A	0.8	20.3	0.39	0.61	0.39	27.3
Approach		187	2.0	0.173	7.9	LOS A	0.8	20.3	0.39	0.61	0.39	17.4
All Vehicles		794	2.0	0.277	3.7	LOS A	1.5	39.0	0.29	0.36	0.29	24.6

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).

Roundabout LOS Method: Same as Signalised Intersections.

Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.

LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).

Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).

Roundabout Capacity Model: US HCM 6.

SIDRA Standard Delay Model is used. Control Delay includes Geometric Delay.

Gap-Acceptance Capacity: Traditional M1.

HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Organisation: HDR, INC. | Processed: Friday, April 17, 2020 9:32:35 AM

Project: C:\Users\mamorgan\Desktop\ECRC\MLK-Davis\synchro\Davis\_Highway\_MLK\_Drive\_Build\_Roundabout\_2045\_20200409.sip8

# MOVEMENT SUMMARY

 Site: 101 [Davis\_Highway\_MLK\_Drive\_Build\_Roundabout\_2045\_PM]

Davis\_Highway\_MLK\_Drive

Site Category: (None)

Roundabout

Design Life Analysis (Capacity): Results for 20 years

Movement Performance - Vehicles												
Mov ID	Turn	Demand Total veh/h	Flows HV %	Deg. Satn v/c	Average Delay sec	Level of Service	95% Back of Queue Vehicles veh	Distance ft	Prop. Queued	Effective Stop Rate	Aver. No. Cycles	Average Speed mph
SouthEast: N Davis Highway												
3x	L2	22	2.0	0.646	13.6	LOS B	5.1	129.2	0.81	0.97	1.10	28.9
8x	T1	469	2.0	0.646	7.5	LOS A	5.1	129.2	0.81	0.97	1.10	27.6
18x	R2	15	2.0	0.646	8.3	LOS A	5.1	129.2	0.81	0.97	1.10	26.0
Approach		505	2.0	0.646	7.8	LOS A	5.1	129.2	0.81	0.97	1.10	27.6
NorthEast: Hart Dr												
1x	L2	7	2.0	0.085	13.0	LOS B	0.3	7.8	0.66	0.76	0.66	27.9
6x	T1	19	2.0	0.085	6.9	LOS A	0.3	7.8	0.66	0.76	0.66	27.0
16x	R2	15	2.0	0.085	7.7	LOS A	0.3	7.8	0.66	0.76	0.66	20.9
Approach		41	2.0	0.085	8.3	LOS A	0.3	7.8	0.66	0.76	0.66	25.9
NorthWest: N Davis Hwy												
7ux	U	15	2.0	0.409	9.4	LOS A	2.7	68.6	0.24	0.27	0.24	11.6
7x	L2	22	2.0	0.409	7.4	LOS A	2.7	68.6	0.24	0.27	0.24	9.8
4x	T1	253	2.0	0.409	1.3	LOS A	2.7	68.6	0.24	0.27	0.24	30.2
14x	R2	236	2.0	0.409	2.1	LOS A	2.7	68.6	0.24	0.27	0.24	28.7
Approach		526	2.0	0.409	2.2	LOS A	2.7	68.6	0.24	0.27	0.24	28.1
SouthWest: MLK Dr												
5x	L2	482	2.0	0.497	9.4	LOS A	3.1	79.4	0.62	0.75	0.63	17.1
2x	T1	7	2.0	0.497	3.2	LOS A	3.1	79.4	0.62	0.75	0.63	16.5
12x	R2	4	2.0	0.497	4.1	LOS A	3.1	79.4	0.62	0.75	0.63	26.9
Approach		494	2.0	0.497	9.2	LOS A	3.1	79.4	0.62	0.75	0.63	17.1
All Vehicles		1567	2.0	0.646	6.4	LOS A	5.1	129.2	0.55	0.66	0.65	23.0

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).

Roundabout LOS Method: Same as Signalised Intersections.

Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.

LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).

Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).

Roundabout Capacity Model: US HCM 6.

SIDRA Standard Delay Model is used. Control Delay includes Geometric Delay.

Gap-Acceptance Capacity: Traditional M1.

HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.

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Project: C:\Users\mamorgan\Desktop\ECRC\MLK-Davis\synchro\Davis\_Highway\_MLK\_Drive\_Build\_Roundabout\_2045\_20200409.sip8



## Appendix F:

### Cost Estimates

Date: 4/6/2020 2:31:04 PM

## FDOT Long Range Estimating System - Production

### R3: Project Details by Sequence Report

Project: 555555-1-55-11

Letting Date: 01/2099

Description: MLK and Davis Hwy one-way pair to two-way pair conversion

District: 03 County: 48 ESCAMBIA

Market Area: 01 Units: English

Contract Class: Lump Sum Project: N

Design/Build: N

Project Length: 2.330 MI

Project Manager:

Version 1-P Project Grand Total

\$6,911,919.02

Description: MLK and Davis Hwy one-way pair to two-way pair conversion

Sequence: 1 WUU - Widen/Resurface, Undivided, Urban

Net Length: 2.330 MI  
12,302 LF

Description: Milling/Resurfacing and Signalization Work (MLK Only)

#### ROADWAY COMPONENT

##### User Input Data

Description	Value
Number of Lanes	2
Existing Roadway Pavement Width L/R	19.00 / 19.00
Structural Spread Rate	165
Friction Course Spread Rate	80
Widened Outside Pavement Width L/R	0.00 / 0.00
Widened Structural Spread Rate	275
Widened Friction Course Spread Rate	165

##### Pay Items

Pay item	Description	Quantity	Unit	Unit Price	Extended Amount
327-70-6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	51,943.47	SY	\$2.53	\$131,416.98
334-1-12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	4,285.34	TN	\$158.86	\$680,769.11

##### Pavement Marking Subcomponent

Description	Value
Include Thermo/Tape/Other	Y
Pavement Type	Asphalt
Solid Stripe No. of Paint Applications	1
Solid Stripe No. of Stripes	2
Skip Stripe No. of Paint Applications	1
Skip Stripe No. of Stripes	1

##### Pay Items

Pay item	Description	Quantity	Unit	Unit Price	Extended Amount
706-1-1	RAISED PAVMT MARK, TYPE B W/O FINAL SURF	315.00	EA	\$5.75	\$1,811.25
710-11-101	PAINTED PAVT MARK, STD, WHITE, SOLID, 6"	4.66	GM	\$948.27	\$4,418.94
710-11-131	PAINTED PAVT MARK, STD, WHITE, SKIP, 6"	2.33	GM	\$628.79	\$1,465.08

997

711-16-101	THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6"	4.66 GM	\$4,192.80	\$19,538.45
711-16-131	THERMOPLASTIC, STD-OTH, WHITE, SKIP, 6"	2.33 GM	\$2,063.12	\$4,807.07
<b>Roadway Component Total</b>				<b>\$844,226.88</b>

**SHOULDER COMPONENT****User Input Data**

Description	Value
Existing Total Outside Shoulder Width L/R	0.00 / 0.00
New Total Outside Shoulder Width L/R	0.00 / 0.00
Total Outside Shoulder Perf. Turf Width L/R	0.00 / 0.00
Sidewalk Width L/R	0.00 / 0.00

**X-Items**

Pay item	Description	Quantity	Unit	Unit Price	Extended Amount
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	1,700.00	SY	\$60.76	\$103,292.00

**Erosion Control****Pay Items**

Pay item	Description	Quantity	Unit	Unit Price	Extended Amount
104-10-3	SEDIMENT BARRIER	2,500.00	LF	\$3.40	\$8,500.00
104-15	SOIL TRACKING PREVENTION DEVICE	3.00	EA	\$4,047.39	\$12,142.17
104-18	INLET PROTECTION SYSTEM	119.00	EA	\$294.56	\$35,052.64
107-1	LITTER REMOVAL	10.72	AC	\$99.19	\$1,063.32
107-2	MOWING	10.72	AC	\$104.36	\$1,118.74
<b>Shoulder Component Total</b>					<b>\$161,168.87</b>

**SIGNING COMPONENT****Pay Items**

Pay item	Description	Quantity	Unit	Unit Price	Extended Amount
700-1-11	SINGLE POST SIGN, F&I GM, <12 SF	20.00	AS	\$314.35	\$6,287.00
700-1-12	SINGLE POST SIGN, F&I GM, 12-20 SF	5.00	AS	\$1,200.96	\$6,004.80
700-1-50	SINGLE POST SIGN, RELOCATE	5.00	AS	\$127.00	\$635.00
700-1-60	SINGLE POST SIGN, REMOVE	20.00	AS	\$45.74	\$914.80
<b>Signing Component Total</b>					<b>\$13,841.60</b>

**SIGNALIZATIONS COMPONENT****Signalization 1**

Description	Value
Type	4 Lane Mast Arm
Multiplier	4
Description	4 Existing Signal location along MLK

**Pay Items**

Pay item	Description	Quantity	Unit	Unit Price	Extended Amount
630-2-11	CONDUIT, F& I, OPEN TRENCH	3,000.00	LF	\$6.66	\$19,980.00
630-2-12	CONDUIT, F& I, DIRECTIONAL BORE	1,000.00	LF	\$18.37	\$18,370.00
632-7-1	SIGNAL CABLE- NEW OR RECO, FUR & INSTALL	4.00	PI	\$3,272.59	\$13,090.36
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24"	64.00	EA	\$605.24	\$38,735.36
639-1-112	ELECTRICAL POWER SRV,F&I,OH,M,PUR BY CON	4.00	AS	\$1,326.00	\$5,304.00
639-2-1	ELECTRICAL SERVICE WIRE, F&I	240.00	LF	\$2.83	\$679.20
649-21-6	STEEL MAST ARM ASSEMBLY, F&I, 50'	4.00	EA	\$37,449.29	\$149,797.16
650-1-14	VEH TRAF SIGNAL,F&I ALUMINUM, 3 S 1 W	12.00	AS	\$851.46	\$10,217.52
660-1-102	LOOP DETECTOR INDUCTIVE, F&I, TYPE 2	48.00	EA	\$321.17	\$15,416.16
660-2-106	LOOP ASSEMBLY, F&I, TYPE F	48.00	AS	\$948.63	\$45,534.24
700-3-101	SIGN PANEL, F&I GM, UP TO 12 SF	4.00	EA	\$121.42	\$485.68

**Signalization 2**

Description	Value
Type	6 Lane Mast Arm
Multiplier	1
Description	New Signal at MLK and Wright

**Pay Items**

Pay item	Description	Quantity	Unit	Unit Price	Extended Amount
630-2-11	CONDUIT, F& I, OPEN TRENCH	700.00	LF	\$6.66	\$4,662.00
630-2-12	CONDUIT, F& I, DIRECTIONAL BORE	300.00	LF	\$18.37	\$5,511.00
632-7-1	SIGNAL CABLE- NEW OR RECO, FUR & INSTALL	1.00	PI	\$3,272.59	\$3,272.59
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24"	22.00	EA	\$605.24	\$13,315.28
639-1-112	ELECTRICAL POWER SRV,F&I,OH,M,PUR BY CON	1.00	AS	\$1,326.00	\$1,326.00
639-2-1	ELECTRICAL SERVICE WIRE, F&I	60.00	LF	\$2.83	\$169.80
641-2-11	PREST CNC POLE,F&I,TYP P-II,PEDESTAL	1.00	EA	\$884.00	\$884.00
649-21-21	STEEL MAST ARM ASSEMBLY, F&I, 78'	6.00	EA	\$51,974.05	\$311,844.30
650-1-14	VEH TRAF SIGNAL,F&I ALUMINUM, 3 S 1 W	20.00	AS	\$851.46	\$17,029.20
653-1-11	PEDESTRIAN SIGNAL, F&I LED COUNT, 1 WAY	8.00	AS	\$690.01	\$5,520.08
660-1-102	LOOP DETECTOR INDUCTIVE, F&I, TYPE 2	20.00	EA	\$321.17	\$6,423.40
660-2-106	LOOP ASSEMBLY, F&I, TYPE F	20.00	AS	\$948.63	\$18,972.60
665-1-11	PEDESTRIAN DETECTOR, F&I, STANDARD	8.00	EA	\$236.44	\$1,891.52
670-5-111	TRAF CNTL ASSEM, F&I, NEMA, 1 PREEMPT	1.00	AS	\$22,099.91	\$22,099.91
700-3-101	SIGN PANEL, F&I GM, UP TO 12 SF	4.00	EA	\$121.42	\$485.68
<b>Signalizations Component Total</b>					<b>\$731,017.04</b>

999

LIGHTING COMPONENT				
Conventional Lighting Subcomponent				
Description				Value
Spacing				MAX
Pay Items				
Pay item	Description	Quantity	Unit	Unit Price
630-2-11	CONDUIT, F& I, OPEN TRENCH	12,302.40	LF	\$6.66
630-2-12	CONDUIT, F& I, DIRECTIONAL BORE	1,605.37	LF	\$18.37
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24"	49.00	EA	\$605.24
715-1-13	LIGHTING CONDUCTORS, F&I, INSUL, NO.4-2	41,723.31	LF	\$2.20
715-4-13	LIGHT POLE COMPLETE, F&I-STD, 40'	49.00	EA	\$6,237.78
715-500-1	POLE CABLE DIST SYS, CONVENTIONAL	49.00	EA	\$449.16
Subcomponent Total				\$560,532.73
Lighting Component Total				\$560,532.73
Sequence 1 Total				\$2,310,787.12



**Sequence:** 2 WUU - Widen/Resurface, Undivided, Urban**Net Length:** 2.330 MI  
12,302 LF**Description:** Milling/Resurfacing and Signalization Work (Davis Hwy Only)**ROADWAY COMPONENT****User Input Data**

Description	Value
Number of Lanes	2
Existing Roadway Pavement Width L/R	19.00 / 19.00
Structural Spread Rate	165
Friction Course Spread Rate	80
Widened Outside Pavement Width L/R	0.00 / 0.00
Widened Structural Spread Rate	275
Widened Friction Course Spread Rate	165

**Pay Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
327-70-6	MILLING EXIST ASPH PAVT, 1 1/2" AVG DEPTH	51,943.47 SY	\$2.53	\$131,416.98
334-1-12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	4,285.34 TN	\$158.86	\$680,769.11

**Pavement Marking Subcomponent**

Description	Value
Include Thermo/Tape/Other	Y
Pavement Type	Asphalt
Solid Stripe No. of Paint Applications	1
Solid Stripe No. of Stripes	2
Skip Stripe No. of Paint Applications	1
Skip Stripe No. of Stripes	1

**Pay Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
706-1-1	RAISED PAVMT MARK, TYPE B W/O FINAL SURF	315.00 EA	\$5.75	\$1,811.25
710-11-101	PAINTED PAVT MARK, STD, WHITE, SOLID, 6"	4.66 GM	\$948.27	\$4,418.94
710-11-131	PAINTED PAVT MARK, STD, WHITE, SKIP, 6"	2.33 GM	\$628.79	\$1,465.08
711-16-101	THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6"	4.66 GM	\$4,192.80	\$19,538.45
711-16-131	THERMOPLASTIC, STD-OTH, WHITE, SKIP, 6"	2.33 GM	\$2,063.12	\$4,807.07

**Roadway Component Total**

\$844,226.88

**SHOULDER COMPONENT****User Input Data**

Description	Value
Existing Total Outside Shoulder Width L/R	0.00 / 0.00
New Total Outside Shoulder Width L/R	0.00 / 0.00
Total Outside Shoulder Perf. Turf Width L/R	0.00 / 0.00
Sidewalk Width L/R	0.00 / 0.00

**X-Items**

1001

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	4,000.00 SY	\$60.76	\$243,040.00

**Erosion Control****Pay Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
104-10-3	SEDIMENT BARRIER	2,500.00 LF	\$3.40	\$8,500.00
104-15	SOIL TRACKING PREVENTION DEVICE	3.00 EA	\$4,047.39	\$12,142.17
104-18	INLET PROTECTION SYSTEM	119.00 EA	\$294.56	\$35,052.64
107-1	LITTER REMOVAL	10.72 AC	\$99.19	\$1,063.32
107-2	MOWING	10.72 AC	\$104.36	\$1,118.74

**Shoulder Component Total**

\$300,916.87

**SIGNING COMPONENT****Pay Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
700-1-11	SINGLE POST SIGN, F&I GM, <12 SF	20.00 AS	\$314.35	\$6,287.00
700-1-12	SINGLE POST SIGN, F&I GM, 12-20 SF	5.00 AS	\$1,200.96	\$6,004.80
700-1-50	SINGLE POST SIGN, RELOCATE	5.00 AS	\$127.00	\$635.00
700-1-60	SINGLE POST SIGN, REMOVE	20.00 AS	\$45.74	\$914.80

**Signing Component Total**

\$13,841.60

**SIGNALIZATIONS COMPONENT****Signalization 1****Description****Value**

Type	4 Lane Mast Arm
Multiplier	3
Description	3 Signal location along Davis Hwy

**Pay Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
630-2-11	CONDUIT, F&I, OPEN TRENCH	2,250.00 LF	\$6.66	\$14,985.00
630-2-12	CONDUIT, F&I, DIRECTIONAL BORE	750.00 LF	\$18.37	\$13,777.50
632-7-1	SIGNAL CABLE- NEW OR RECO, FUR & INSTALL	3.00 PI	\$3,272.59	\$9,817.77
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24"	48.00 EA	\$605.24	\$29,051.52
639-1-112	ELECTRICAL POWER SRV,F&I,OH,M,PUR BY CON	3.00 AS	\$1,326.00	\$3,978.00
639-2-1	ELECTRICAL SERVICE WIRE, F&I	180.00 LF	\$2.83	\$509.40
649-21-6	STEEL MAST ARM ASSEMBLY, F&I, 50'	3.00 EA	\$37,449.29	\$112,347.87
650-1-14	VEH TRAF SIGNAL,F&I ALUMINUM, 3 S 1 W	9.00 AS	\$851.46	\$7,663.14
660-1-102	LOOP DETECTOR INDUCTIVE, F&I, TYPE 2	36.00 EA	\$321.17	\$11,562.12

1002

660-2-106	LOOP ASSEMBLY, F&I, TYPE F	36.00 AS	\$948.63	\$34,150.68
700-3-101	SIGN PANEL, F&I GM, UP TO 12 SF	3.00 EA	\$121.42	\$364.26
<b>Signalizations Component Total</b>				<b>\$238,207.26</b>

**LIGHTING COMPONENT****Conventional Lighting Subcomponent**

<b>Description</b>				<b>Value</b>
Spacing				<b>MAX</b>
<b>Pay Items</b>				
<b>Pay item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>
630-2-11	CONDUIT, F& I, OPEN TRENCH	12,302.40	LF	\$6.66
630-2-12	CONDUIT, F& I, DIRECTIONAL BORE	1,605.37	LF	\$18.37
635-2-11	PULL & SPLICE BOX, F&I, 13" x 24"	49.00	EA	\$605.24
715-1-13	LIGHTING CONDUCTORS, F&I, INSUL, NO.4-2	41,723.31	LF	\$2.20
715-4-13	LIGHT POLE COMPLETE, F&I-STD, 40'	49.00	EA	\$6,237.78
715-500-1	POLE CABLE DIST SYS, CONVENTIONAL	49.00	EA	\$449.16
<b>Subcomponent Total</b>				<b>\$560,532.73</b>
<b>Lighting Component Total</b>				<b>\$560,532.73</b>
<b>Sequence 2 Total</b>				<b>\$1,957,725.34</b>

**Sequence:** 3 NDR - New Construction, Divided, Rural**Net Length:** 0.054 MI  
285 LF**Description:** Roundabout 2-Lane Approach (Davis Hwy South)**EARTHWORK COMPONENT****User Input Data**

<b>Description</b>	<b>Value</b>
Standard Clearing and Grubbing Limits L/R	0.00 / 0.00
Incidental Clearing and Grubbing Area	0.50
Alignment Number	1
Distance	0.057
Top of Structural Course For Begin Section	102.00
Top of Structural Course For End Section	102.00
Horizontal Elevation For Begin Section	100.00
Horizontal Elevation For End Section	100.00
Front Slope L/R	6 to 1 / 6 to 1
Median Slope L/R	6 to 1 / 6 to 1
Median Shoulder Cross Slope L/R	5.00 % / 5.00 %
Outside Shoulder Cross Slope L/R	6.00 % / 6.00 %
Roadway Cross Slope L/R	2.00 % / 2.00 %

**Pay Items**

<b>Pay item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>
110-1-1	CLEARING & GRUBBING	0.50	AC	\$21,815.23	\$10,907.62

**X-Items**

<b>Pay item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>
120-1	REGULAR EXCAVATION <b>Comment:</b> 2-Lane Leg: 19200 ft X 0.5 ft / 27=356 CY use 350 CY	350.00	CY	\$14.24	\$4,984.00
120-6	EMBANKMENT <b>Comment:</b> 2-Lane Leg: 19200 ft X 0.5 ft / 27=356 CY use 350 CY	350.00	CY	\$19.62	\$6,867.00
<b>Earthwork Component Total</b>					<b>\$22,758.62</b>

**ROADWAY COMPONENT****User Input Data**

<b>Description</b>	<b>Value</b>
Number of Lanes	2
Roadway Pavement Width L/R	15.00 / 15.00
Structural Spread Rate	220
Friction Course Spread Rate	80

**X-Items**

<b>Pay item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>	
160-4	TYPE B STABILIZATION <b>Comment:</b> 2-Lane Leg: 11264 SF/9 = 1252 SY use 1250 SY	1,250.00	SY	\$5.39	\$6,737.50	
285-709	OPTIONAL BASE,BASE GROUP 09 <b>Comment:</b> 2-Lane Leg: Measure approx. 1000 SY	1,000.00	SY	\$31.09	\$31,090.00	1004

334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C <b>Comment:</b> 2" Superpave Traffic C (1000 X 110 X 2)/2000 = 110 TN	110.00 TN	\$204.28	\$22,470.80
337-7-82	ASPH CONC FC,TRAFFIC C,FC-9.5,PG 76-22 <b>Comment:</b> 1" FC-9.5 Traffic C PG 76-22 (1000 X 110)/2000=55 TN	55.00 TN	\$115.58	\$6,356.90
710-11-101	PAINTED PAVT MARK,STD,WHITE,SOLID,6"	0.15 GM	\$948.27	\$142.24
710-11-123	PAINTED PAVT MARK,STD,WHITE,SOLID, 12"	60.00 LF	\$1.47	\$88.20
710-11-125	PAINTED PAVT MARK,STD,WHITE,SOLID,24"	90.00 LF	\$3.09	\$278.10
710-11-141	PAINTED PAVT MARK,STD,WH,DOT GUIDE, 6"	0.02 GM	\$1,020.50	\$20.41
710-11-144	PAINTED PAVEMENT MARKINGS, STANDARD, WHI	0.01 GM	\$1,033.28	\$10.33
710-11-160	PAINTED PAVT MARK,STD,WHITE, MESSAGE	1.00 EA	\$54.92	\$54.92
710-11-201	PAINTED PAVT MARK,STD,YELLOW,SOLID,6"	0.15 GM	\$938.45	\$140.77
710-11-224	PAINTED PAVT MARK,STD,YELLOW,SOLID,18"	50.00 LF	\$2.13	\$106.50

**Pavement Marking Subcomponent**

Description	Value
Include Thermo/Tape/Other	Y
Pavement Type	Asphalt
Solid Stripe No. of Paint Applications	1
Solid Stripe No. of Stripes	4
Skip Stripe No. of Paint Applications	1
Skip Stripe No. of Stripes	0

**Roadway Component Total**

\$67,496.67

**SHOULDER COMPONENT****User Input Data**

Description	Value
Total Outside Shoulder Width L/R	0.00 / 0.00
Total Outside Shoulder Perf. Turf Width L/R	0.00 / 0.00
Paved Outside Shoulder Width L/R	0.00 / 0.00
Structural Spread Rate	110
Friction Course Spread Rate	80
Total Width (T) / 8" Overlap (O)	T
Rumble Strips ½No. of Sides	0

**X-Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
520-1-10	CONCRETE CURB & GUTTER, TYPE F	570.00 LF	\$35.36	\$20,155.20
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	440.00 SY	\$60.76	\$26,734.40
527-2	DETECTABLE WARNINGS	104.00 SF	\$23.59	\$2,453.36

1005

570-1-2	PERFORMANCE TURF, SOD	450.00 SY	\$3.45	\$1,552.50
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**Erosion Control****Pay Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
104-10-3	SEDIMENT BARRIER	600.00 LF	\$3.40	\$2,040.00
107-1	LITTER REMOVAL	0.25 AC	\$99.19	\$24.80
107-2	MOWING	0.25 AC	\$104.36	\$26.09
<b>Shoulder Component Total</b>				<b>\$52,986.35</b>

**MEDIAN COMPONENT****User Input Data**

Description	Value
Total Median Width	0.00
Performance Turf Width	0.00
Total Median Shoulder Width L/R	0.00 / 0.00
Paved Median Shoulder Width L/R	0.00 / 0.00
Structural Spread Rate	110
Friction Course Spread Rate	80
Total Width (T) / 8" Overlap (O)	T
Rumble Strips 1/2 No. of Sides	0

**X-Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
520-1-7	CONCRETE CURB & GUTTER, TYPE E	240.00 LF	\$36.03	\$8,647.20
527-2	DETECTABLE WARNINGS	40.00 SF	\$23.59	\$943.60
570-1-2	PERFORMANCE TURF, SOD	100.00 SY	\$3.45	\$345.00
<b>Median Component Total</b>				<b>\$9,935.80</b>

**DRAINAGE COMPONENT****Pay Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
430-175-124	PIPE CULV, OPT MATL, ROUND, 24"S/CD	200.00 LF	\$100.69	\$20,138.00

**X-Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
425-1-361	INLETS, CURB, TYPE P-6, <10'	2.00 EA	\$9,688.23	\$19,376.46
<b>Drainage Component Total</b>				<b>\$39,514.46</b>

**SIGNING COMPONENT****Pay Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
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1006

700-1-11	SINGLE POST SIGN, F&I GM, <12 SF	8.00 AS	\$314.35	\$2,514.80
700-2-14	MULTI- POST SIGN, F&I GM, 31-50 SF	1.00 AS	\$5,315.68	\$5,315.68
<b>Signing Component Total</b>				\$7,830.48
<b>Sequence 3 Total</b>				\$200,522.38

**Sequence:** 4 NDR - New Construction, Divided, Rural**Net Length:** 0.057 MI  
301 LF**Description:** Roundabout Central Island**EARTHWORK COMPONENT****User Input Data**

<b>Description</b>	<b>Value</b>
Standard Clearing and Grubbing Limits L/R	0.00 / 0.00
Incidental Clearing and Grubbing Area	0.50
Alignment Number	1
Distance	0.057
Top of Structural Course For Begin Section	100.00
Top of Structural Course For End Section	100.00
Horizontal Elevation For Begin Section	100.00
Horizontal Elevation For End Section	100.00
Front Slope L/R	6 to 1 / 6 to 1
Median Slope L/R	6 to 1 / 6 to 1
Median Shoulder Cross Slope L/R	5.00 % / 5.00 %
Outside Shoulder Cross Slope L/R	6.00 % / 6.00 %
Roadway Cross Slope L/R	2.00 % / 2.00 %

**Pay Items**

<b>Pay item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>
110-1-1	CLEARING & GRUBBING	0.50	AC	\$21,815.23	\$10,907.62

**X-Items**

<b>Pay item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>
120-1	REGULAR EXCAVATION <b>Comment:</b> 22000 ft x 0.5 ft deep / 27 = 407 CY use 400 CY	400.00	CY	\$14.24	\$5,696.00
120-6	EMBANKMENT <b>Comment:</b> 22000 ft x 0.5 ft deep / 27 = 407 CY use 400 CY	400.00	CY	\$19.62	\$7,848.00
<b>Earthwork Component Total</b>					<b>\$24,451.62</b>

**ROADWAY COMPONENT****User Input Data**

<b>Description</b>	<b>Value</b>
Number of Lanes	2
Roadway Pavement Width L/R	12.00 / 12.00
Structural Spread Rate	220
Friction Course Spread Rate	110

**X-Items**

<b>Pay item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>	
160-4	TYPE B STABILIZATION <b>Comment:</b> measure (15405-4799)SF /9 = 1178 SY use 1200 SY	1,200.00	SY	\$5.39	\$6,468.00	
285-709	OPTIONAL BASE,BASE GROUP 09	850.00	SY	\$31.09	\$26,426.50	1008



	<b>Comment:</b> measure (15405-7779)SF /9 = 848 SY use 850 SY			
334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	94.00 TN	\$204.28	\$19,202.32
	<b>Comment:</b> 2" Superpave Traffic C (850 X 110 X 2)/2000			
337-7-82	ASPH CONC FC,TRAFFIC C,FC-9.5,PG 76-22	47.00 TN	\$115.58	\$5,432.26
	<b>Comment:</b> 1" FC-9.5 Traffic C PG 76-22 (850 X 110)/2000			
710-11-201	PAINTED PAVT MARK,STD,YELLOW,SOLID,6"	0.07 GM	\$938.45	\$65.69

**Pavement Marking Subcomponent**

Description	Value
Include Thermo/Tape/Other	N
Pavement Type	Asphalt
Solid Stripe No. of Paint Applications	2
Solid Stripe No. of Stripes	4
Skip Stripe No. of Paint Applications	2
Skip Stripe No. of Stripes	0

**Roadway Component Total**

\$57,594.77

**SHOULDER COMPONENT****User Input Data**

Description	Value
Total Outside Shoulder Width L/R	10.00 / 10.00
Total Outside Shoulder Perf. Turf Width L/R	2.67 / 2.67
Paved Outside Shoulder Width L/R	5.00 / 5.00
Structural Spread Rate	110
Friction Course Spread Rate	80
Total Width (T) / 8" Overlap (O)	T
Rumble Strips 1/2No. of Sides	0

**Erosion Control****Pay Items**

Pay item	Description	Quantity	Unit	Unit Price	Extended Amount
104-15	SOIL TRACKING PREVENTION DEVICE	1.00	EA	\$4,047.39	\$4,047.39
107-1	LITTER REMOVAL	0.25	AC	\$99.19	\$24.80
107-2	MOWING	0.25	AC	\$104.36	\$26.09
<b>Shoulder Component Total</b>					<b>\$4,098.28</b>

**MEDIAN COMPONENT****User Input Data**

Description	Value
Total Median Width	0.00
Performance Turf Width	0.00
Total Median Shoulder Width L/R	0.00 / 0.00
Paved Median Shoulder Width L/R	0.00 / 0.00
Structural Spread Rate	110
Friction Course Spread Rate	80
Total Width (T) / 8" Overlap (O)	T

1009

Rumble Strips 1/2 No. of Sides

0

**X-Items**

Pay item	Description	Quantity	Unit	Unit Price	Extended Amount
350-30-13	CONC PAVEMENT FOR ROUNDABOUT APRON, 12"	330.00	SY	\$158.86	\$52,423.80
	<b>Comment:</b> measure (7776-4799)/9=331 use 330 SY				
520-2-4	CONCRETE CURB, TYPE D	250.00	LF	\$44.65	\$11,162.50
520-2-8	CONCRETE CURB, TYPE RA	320.00	LF	\$31.17	\$9,974.40
570-1-2	PERFORMANCE TURF, SOD	530.00	SY	\$3.45	\$1,828.50
<b>Median Component Total</b>					\$75,389.20

**SIGNING COMPONENT****Pay Items**

Pay item	Description	Quantity	Unit	Unit Price	Extended Amount
700-1-11	SINGLE POST SIGN, F&I GM, <12 SF	4.00	AS	\$314.35	\$1,257.40
<b>Signing Component Total</b>					\$1,257.40

<b>Sequence 4 Total</b>	\$162,791.27
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**Sequence:** 5 NDR - New Construction, Divided, Rural**Net Length:** 0.054 MI  
285 LF**Description:** Roundabout 2-Lane Approach (MLK South)**EARTHWORK COMPONENT****User Input Data**

<b>Description</b>	<b>Value</b>
Standard Clearing and Grubbing Limits L/R	0.00 / 0.00
Incidental Clearing and Grubbing Area	0.50
Alignment Number	1
Distance	0.057
Top of Structural Course For Begin Section	100.00
Top of Structural Course For End Section	100.00
Horizontal Elevation For Begin Section	100.00
Horizontal Elevation For End Section	100.00
Front Slope L/R	6 to 1 / 6 to 1
Median Slope L/R	6 to 1 / 6 to 1
Median Shoulder Cross Slope L/R	5.00 % / 5.00 %
Outside Shoulder Cross Slope L/R	6.00 % / 6.00 %
Roadway Cross Slope L/R	2.00 % / 2.00 %

**Pay Items**

<b>Pay item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>
110-1-1	CLEARING & GRUBBING	0.50	AC	\$21,815.23	\$10,907.62

**X-Items**

<b>Pay item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>
120-1	REGULAR EXCAVATION <b>Comment:</b> 2-Lane Leg: 19200 ft X 0.5 ft / 27=356 CY use 350 CY	350.00	CY	\$14.24	\$4,984.00
120-6	EMBANKMENT <b>Comment:</b> 2-Lane Leg: 19200 ft X 0.5 ft / 27=356 CY use 350 CY	350.00	CY	\$19.62	\$6,867.00
<b>Earthwork Component Total</b>					<b>\$22,758.62</b>

**ROADWAY COMPONENT****User Input Data**

<b>Description</b>	<b>Value</b>
Number of Lanes	2
Roadway Pavement Width L/R	12.00 / 12.00
Structural Spread Rate	220
Friction Course Spread Rate	110

**X-Items**

<b>Pay item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>	
160-4	TYPE B STABILIZATION <b>Comment:</b> 2-Lane Leg: 11264 SF/9 = 1252 SY use 1250 SY	1,250.00	SY	\$5.39	\$6,737.50	
285-709	OPTIONAL BASE,BASE GROUP 09 <b>Comment:</b> 2-Lane Leg: Measure approx. 1000 SY	1,000.00	SY	\$31.09	\$31,090.00	1011

334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C <b>Comment:</b> 2" Superpave Traffic C (1000 X 110 X 2)/2000 = 110 TN	110.00 TN	\$204.28	\$22,470.80
337-7-82	ASPH CONC FC,TRAFFIC C,FC-9.5,PG 76-22 <b>Comment:</b> 1" FC-9.5 Traffic C PG 76-22 (1000 X 110)/2000=55 TN	55.00 TN	\$115.58	\$6,356.90
710-11-101	PAINTED PAVT MARK,STD,WHITE,SOLID,6"	0.15 GM	\$948.27	\$142.24
710-11-123	PAINTED PAVT MARK,STD,WHITE,SOLID, 12"	60.00 LF	\$1.47	\$88.20
710-11-125	PAINTED PAVT MARK,STD,WHITE,SOLID,24"	90.00 LF	\$3.09	\$278.10
710-11-141	PAINTED PAVT MARK,STD,WH,DOT GUIDE, 6"	0.02 GM	\$1,020.50	\$20.41
710-11-144	PAINTED PAVEMENT MARKINGS, STANDARD, WHI	0.01 GM	\$1,033.28	\$10.33
710-11-160	PAINTED PAVT MARK,STD,WHITE, MESSAGE	1.00 EA	\$54.92	\$54.92
710-11-201	PAINTED PAVT MARK,STD,YELLOW,SOLID,6"	0.15 GM	\$938.45	\$140.77
710-11-224	PAINTED PAVT MARK,STD,YELLOW,SOLID,18"	50.00 LF	\$2.13	\$106.50

**Pavement Marking Subcomponent**

Description	Value
Include Thermo/Tape/Other	N
Pavement Type	Asphalt
Solid Stripe No. of Paint Applications	2
Solid Stripe No. of Stripes	4
Skip Stripe No. of Paint Applications	2
Skip Stripe No. of Stripes	0

**Roadway Component Total**

\$67,496.67

**SHOULDER COMPONENT****User Input Data**

Description	Value
Total Outside Shoulder Width L/R	10.00 / 10.00
Total Outside Shoulder Perf. Turf Width L/R	2.67 / 2.67
Paved Outside Shoulder Width L/R	5.00 / 5.00
Structural Spread Rate	110
Friction Course Spread Rate	80
Total Width (T) / 8" Overlap (O)	T
Rumble Strips 1/2 No. of Sides	0

**X-Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
520-1-10	CONCRETE CURB & GUTTER, TYPE F	570.00 LF	\$35.36	\$20,155.20
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	440.00 SY	\$60.76	\$26,734.40
527-2	DETECTABLE WARNINGS	104.00 SF	\$23.59	\$2,453.36

1012

570-1-2	PERFORMANCE TURF, SOD	450.00 SY	\$3.45	\$1,552.50
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**Erosion Control****Pay Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
104-10-3	SEDIMENT BARRIER	600.00 LF	\$3.40	\$2,040.00
107-1	LITTER REMOVAL	0.25 AC	\$99.19	\$24.80
107-2	MOWING	0.25 AC	\$104.36	\$26.09
<b>Shoulder Component Total</b>				<b>\$52,986.35</b>

**MEDIAN COMPONENT****User Input Data**

Description	Value
Total Median Width	0.00
Performance Turf Width	0.00
Total Median Shoulder Width L/R	0.00 / 0.00
Paved Median Shoulder Width L/R	0.00 / 0.00
Structural Spread Rate	110
Friction Course Spread Rate	80
Total Width (T) / 8" Overlap (O)	T
Rumble Strips 1/2 No. of Sides	0

**X-Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
520-1-7	CONCRETE CURB & GUTTER, TYPE E	240.00 LF	\$36.03	\$8,647.20
527-2	DETECTABLE WARNINGS	40.00 SF	\$23.59	\$943.60
570-1-2	PERFORMANCE TURF, SOD	100.00 SY	\$3.45	\$345.00
<b>Median Component Total</b>				<b>\$9,935.80</b>

**DRAINAGE COMPONENT****Pay Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
430-175-124	PIPE CULV, OPT MATL, ROUND, 24"S/CD	200.00 LF	\$100.69	\$20,138.00

**X-Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
425-1-361	INLETS, CURB, TYPE P-6, <10'	2.00 EA	\$9,688.23	\$19,376.46
<b>Drainage Component Total</b>				<b>\$39,514.46</b>

**SIGNING COMPONENT****Pay Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
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1013

700-1-11	SINGLE POST SIGN, F&I GM, <12 SF	8.00 AS	\$314.35	\$2,514.80
700-2-14	MULTI- POST SIGN, F&I GM, 31-50 SF	1.00 AS	\$5,315.68	\$5,315.68
<b>Signing Component Total</b>				\$7,830.48
<b>Sequence 5 Total</b>				\$200,522.38

**Sequence:** 6 NDR - New Construction, Divided, Rural**Net Length:** 0.054 MI  
285 LF**Description:** Roundabout 2-Lane Approach (Hart Dr.)**EARTHWORK COMPONENT****User Input Data**

<b>Description</b>	<b>Value</b>
Standard Clearing and Grubbing Limits L/R	0.00 / 0.00
Incidental Clearing and Grubbing Area	0.50
Alignment Number	1
Distance	0.057
Top of Structural Course For Begin Section	100.00
Top of Structural Course For End Section	100.00
Horizontal Elevation For Begin Section	100.00
Horizontal Elevation For End Section	100.00
Front Slope L/R	6 to 1 / 6 to 1
Median Slope L/R	6 to 1 / 6 to 1
Median Shoulder Cross Slope L/R	5.00 % / 5.00 %
Outside Shoulder Cross Slope L/R	6.00 % / 6.00 %
Roadway Cross Slope L/R	2.00 % / 2.00 %

**Pay Items**

<b>Pay item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>
110-1-1	CLEARING & GRUBBING	0.50	AC	\$21,815.23	\$10,907.62

**X-Items**

<b>Pay item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>
120-1	REGULAR EXCAVATION <b>Comment:</b> 2-Lane Leg: 19200 ft X 0.5 ft / 27=356 CY use 350 CY	350.00	CY	\$14.24	\$4,984.00
120-6	EMBANKMENT <b>Comment:</b> 2-Lane Leg: 19200 ft X 0.5 ft / 27=356 CY use 350 CY	350.00	CY	\$19.62	\$6,867.00
<b>Earthwork Component Total</b>					<b>\$22,758.62</b>

**ROADWAY COMPONENT****User Input Data**

<b>Description</b>	<b>Value</b>
Number of Lanes	2
Roadway Pavement Width L/R	12.00 / 12.00
Structural Spread Rate	220
Friction Course Spread Rate	110

**X-Items**

<b>Pay item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>	
160-4	TYPE B STABILIZATION <b>Comment:</b> 2-Lane Leg: 11264 SF/9 = 1252 SY use 1250 SY	1,250.00	SY	\$5.39	\$6,737.50	
285-709	OPTIONAL BASE,BASE GROUP 09 <b>Comment:</b> 2-Lane Leg: Measure approx. 1000 SY	1,000.00	SY	\$31.09	\$31,090.00	1015

334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C <b>Comment:</b> 2" Superpave Traffic C (1000 X 110 X 2)/2000 = 110 TN	110.00 TN	\$204.28	\$22,470.80
337-7-82	ASPH CONC FC,TRAFFIC C,FC-9.5,PG 76-22 <b>Comment:</b> 1" FC-9.5 Traffic C PG 76-22 (1000 X 110)/2000=55 TN	55.00 TN	\$115.58	\$6,356.90
710-11-101	PAINTED PAVT MARK,STD,WHITE,SOLID,6"	0.15 GM	\$948.27	\$142.24
710-11-123	PAINTED PAVT MARK,STD,WHITE,SOLID, 12"	60.00 LF	\$1.47	\$88.20
710-11-125	PAINTED PAVT MARK,STD,WHITE,SOLID,24"	90.00 LF	\$3.09	\$278.10
710-11-141	PAINTED PAVT MARK,STD,WH,DOT GUIDE, 6"	0.02 GM	\$1,020.50	\$20.41
710-11-144	PAINTED PAVEMENT MARKINGS, STANDARD, WHI	0.01 GM	\$1,033.28	\$10.33
710-11-160	PAINTED PAVT MARK,STD,WHITE, MESSAGE	1.00 EA	\$54.92	\$54.92
710-11-201	PAINTED PAVT MARK,STD,YELLOW,SOLID,6"	0.15 GM	\$938.45	\$140.77
710-11-224	PAINTED PAVT MARK,STD,YELLOW,SOLID,18"	50.00 LF	\$2.13	\$106.50

**Pavement Marking Subcomponent**

Description	Value
Include Thermo/Tape/Other	N
Pavement Type	Asphalt
Solid Stripe No. of Paint Applications	2
Solid Stripe No. of Stripes	4
Skip Stripe No. of Paint Applications	2
Skip Stripe No. of Stripes	0

**Roadway Component Total**

\$67,496.67

**SHOULDER COMPONENT****User Input Data**

Description	Value
Total Outside Shoulder Width L/R	10.00 / 10.00
Total Outside Shoulder Perf. Turf Width L/R	2.67 / 2.67
Paved Outside Shoulder Width L/R	5.00 / 5.00
Structural Spread Rate	110
Friction Course Spread Rate	80
Total Width (T) / 8" Overlap (O)	T
Rumble Strips 1/2 No. of Sides	0

**X-Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
520-1-10	CONCRETE CURB & GUTTER, TYPE F	570.00 LF	\$35.36	\$20,155.20
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	440.00 SY	\$60.76	\$26,734.40
527-2	DETECTABLE WARNINGS	104.00 SF	\$23.59	\$2,453.36

1016



570-1-2	PERFORMANCE TURF, SOD	450.00 SY	\$3.45	\$1,552.50
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**Erosion Control****Pay Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
104-10-3	SEDIMENT BARRIER	600.00 LF	\$3.40	\$2,040.00
107-1	LITTER REMOVAL	0.25 AC	\$99.19	\$24.80
107-2	MOWING	0.25 AC	\$104.36	\$26.09
<b>Shoulder Component Total</b>				<b>\$52,986.35</b>

**MEDIAN COMPONENT****User Input Data**

Description	Value
Total Median Width	0.00
Performance Turf Width	0.00
Total Median Shoulder Width L/R	0.00 / 0.00
Paved Median Shoulder Width L/R	0.00 / 0.00
Structural Spread Rate	110
Friction Course Spread Rate	80
Total Width (T) / 8" Overlap (O)	T
Rumble Strips 1/2 No. of Sides	0

**X-Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
520-1-7	CONCRETE CURB & GUTTER, TYPE E	240.00 LF	\$36.03	\$8,647.20
527-2	DETECTABLE WARNINGS	40.00 SF	\$23.59	\$943.60
570-1-2	PERFORMANCE TURF, SOD	100.00 SY	\$3.45	\$345.00
<b>Median Component Total</b>				<b>\$9,935.80</b>

**DRAINAGE COMPONENT****Pay Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
430-175-124	PIPE CULV, OPT MATL, ROUND, 24"S/CD	200.00 LF	\$100.69	\$20,138.00

**X-Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
425-1-361	INLETS, CURB, TYPE P-6, <10'	2.00 EA	\$9,688.23	\$19,376.46
<b>Drainage Component Total</b>				<b>\$39,514.46</b>

**SIGNING COMPONENT****Pay Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
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1017

700-1-11	SINGLE POST SIGN, F&I GM, <12 SF	8.00 AS	\$314.35	\$2,514.80
700-2-14	MULTI- POST SIGN, F&I GM, 31-50 SF	1.00 AS	\$5,315.68	\$5,315.68
<b>Signing Component Total</b>				\$7,830.48
<b>Sequence 6 Total</b>				\$200,522.38

**Sequence:** 7 NDR - New Construction, Divided, Rural**Net Length:** 0.054 MI  
285 LF**Description:** Roundabout 2-Lane Approach (MLK/Davis North)**EARTHWORK COMPONENT****User Input Data**

<b>Description</b>	<b>Value</b>
Standard Clearing and Grubbing Limits L/R	0.00 / 0.00
Incidental Clearing and Grubbing Area	0.50
Alignment Number	1
Distance	0.057
Top of Structural Course For Begin Section	100.00
Top of Structural Course For End Section	100.00
Horizontal Elevation For Begin Section	100.00
Horizontal Elevation For End Section	100.00
Front Slope L/R	6 to 1 / 6 to 1
Median Slope L/R	6 to 1 / 6 to 1
Median Shoulder Cross Slope L/R	5.00 % / 5.00 %
Outside Shoulder Cross Slope L/R	6.00 % / 6.00 %
Roadway Cross Slope L/R	2.00 % / 2.00 %

**Pay Items**

<b>Pay item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>
110-1-1	CLEARING & GRUBBING	0.50	AC	\$21,815.23	\$10,907.62

**X-Items**

<b>Pay item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>
120-1	REGULAR EXCAVATION	833.00	CY	\$14.24	\$11,861.92
	<b>Comment:</b> 2-Lane Leg: 22490 ft X 0.5 ft / 27=833				
120-6	EMBANKMENT	833.00	CY	\$19.62	\$16,343.46
	<b>Comment:</b> 2-Lane Leg: 22490 ft X 0.5 ft / 27=833				
<b>Earthwork Component Total</b>					\$39,113.00

**ROADWAY COMPONENT****User Input Data**

<b>Description</b>	<b>Value</b>
Number of Lanes	2
Roadway Pavement Width L/R	12.00 / 12.00
Structural Spread Rate	220
Friction Course Spread Rate	110

**X-Items**

<b>Pay item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>
160-4	TYPE B STABILIZATION	2,500.00	SY	\$5.39	\$13,475.00
	<b>Comment:</b> 2-Lane Leg: 22490 SF/9 = 2489 SY use 2500 SY				
285-709	OPTIONAL BASE,BASE GROUP 09	2,500.00	SY	\$31.09	\$77,725.00
	<b>Comment:</b> 2-Lane Leg: Measure approx. 2500 SY				
334-1-13		275.00	TN	\$204.28	\$56,177.00

1019

	SUPERPAVE ASPHALTIC CONC, TRAFFIC C			
	<b>Comment:</b> 2" Superpave Traffic C (2500 X 110 X 2)/2000 = 275 TN			
337-7-82	ASPH CONC FC,TRAFFIC C,FC-9.5,PG 76-22	138.00 TN	\$115.58	\$15,950.04
	<b>Comment:</b> 1" FC-9.5 Traffic C PG 76-22 (2500 X 110)/2000=138 TN			
710-11-101	PAINTED PAVT MARK,STD,WHITE,SOLID,6"	0.15 GM	\$948.27	\$142.24
710-11-123	PAINTED PAVT MARK,STD,WHITE,SOLID, 12"	60.00 LF	\$1.47	\$88.20
710-11-125	PAINTED PAVT MARK,STD,WHITE,SOLID,24"	90.00 LF	\$3.09	\$278.10
710-11-141	PAINTED PAVT MARK,STD,WH,DOT GUIDE, 6"	0.02 GM	\$1,020.50	\$20.41
710-11-144	PAINTED PAVEMENT MARKINGS, STANDARD, WHI	0.01 GM	\$1,033.28	\$10.33
710-11-160	PAINTED PAVT MARK,STD,WHITE, MESSAGE	1.00 EA	\$54.92	\$54.92
710-11-201	PAINTED PAVT MARK,STD,YELLOW,SOLID,6"	0.15 GM	\$938.45	\$140.77
710-11-224	PAINTED PAVT MARK,STD,YELLOW,SOLID,18"	50.00 LF	\$2.13	\$106.50

**Pavement Marking Subcomponent**

Description	Value
Include Thermo/Tape/Other	N
Pavement Type	Asphalt
Solid Stripe No. of Paint Applications	2
Solid Stripe No. of Stripes	4
Skip Stripe No. of Paint Applications	2
Skip Stripe No. of Stripes	0

**Roadway Component Total**

\$164,168.51

**SHOULDER COMPONENT****User Input Data**

Description	Value
Total Outside Shoulder Width L/R	10.00 / 10.00
Total Outside Shoulder Perf. Turf Width L/R	2.67 / 2.67
Paved Outside Shoulder Width L/R	5.00 / 5.00
Structural Spread Rate	110
Friction Course Spread Rate	80
Total Width (T) / 8" Overlap (O)	T
Rumble Strips 1/2 No. of Sides	0

**X-Items**

Pay item	Description	Quantity	Unit	Unit Price	Extended Amount
285-701	OPTIONAL BASE,BASE GROUP 01	454.00	SY	\$18.03	\$8,185.62
	<b>Comment:</b> 2 Lane Leg: (340 ft X 6 ft wide x 2 sides)/9 = 454 SY				
337-7-82	ASPH CONC FC,TRAFFIC C,FC-9.5,PG 76-22	25.00	TN	\$115.58	\$2,889.50

1020

	<b>Comment:</b> 1" thick FC: (454 SY X 110)/2000=24.97 use 25 TN			
520-1-10	CONCRETE CURB & GUTTER, TYPE F	686.00 LF	\$35.36	\$24,256.96
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	692.00 SY	\$60.76	\$42,045.92
527-2	DETECTABLE WARNINGS	104.00 SF	\$23.59	\$2,453.36
570-1-2	PERFORMANCE TURF, SOD	450.00 SY	\$3.45	\$1,552.50

**Erosion Control****Pay Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
104-10-3	SEDIMENT BARRIER	600.00 LF	\$3.40	\$2,040.00
107-1	LITTER REMOVAL	0.25 AC	\$99.19	\$24.80
107-2	MOWING	0.25 AC	\$104.36	\$26.09
<b>Shoulder Component Total</b>				<b>\$83,474.75</b>

**MEDIAN COMPONENT****User Input Data**

Description	Value
Total Median Width	0.00
Performance Turf Width	0.00
Total Median Shoulder Width L/R	0.00 / 0.00
Paved Median Shoulder Width L/R	0.00 / 0.00
Structural Spread Rate	110
Friction Course Spread Rate	80
Total Width (T) / 8" Overlap (O)	T
Rumble Strips 1/2 No. of Sides	0

**X-Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
520-1-7	CONCRETE CURB & GUTTER, TYPE E	712.00 LF	\$36.03	\$25,653.36
527-2	DETECTABLE WARNINGS	40.00 SF	\$23.59	\$943.60
570-1-2	PERFORMANCE TURF, SOD	100.00 SY	\$3.45	\$345.00
<b>Median Component Total</b>				<b>\$26,941.96</b>

**DRAINAGE COMPONENT****Pay Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
430-175-124	PIPE CULV, OPT MATL, ROUND, 24"S/CD	200.00 LF	\$100.69	\$20,138.00

**X-Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
425-1-361	INLETS, CURB, TYPE P-6, <10'	2.00 EA	\$9,688.23	\$19,376.46

<b>Drainage Component Total</b>					<b>\$39,514.46</b>
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<b>SIGNING COMPONENT</b>					
<b>Pay Items</b>					
<b>Pay item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>
700-1-11	SINGLE POST SIGN, F&I GM, <12 SF	8.00	AS	\$314.35	\$2,514.80
700-2-14	MULTI- POST SIGN, F&I GM, 31-50 SF	1.00	AS	\$5,315.68	\$5,315.68
<b>Signing Component Total</b>					<b>\$7,830.48</b>
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<b>Sequence 7 Total</b>					<b>\$361,043.16</b>
<hr/>					

**Sequence:** 8 WDU - Widen/Resurface, Divided, Urban**Net Length:** 0.057 MI  
300 LF**Description:** Alcaniz Street realignment at Wright Street**EARTHWORK COMPONENT****User Input Data**

<b>Description</b>	<b>Value</b>
Standard Clearing and Grubbing Limits L/R	0.00 / 90.00
Incidental Clearing and Grubbing Area	0.00
Alignment Number	1
Distance	0.057
Top of Structural Course For Begin Section	102.00
Top of Structural Course For End Section	102.00
Horizontal Elevation For Begin Section	100.00
Horizontal Elevation For End Section	100.00
Existing Front Slope L/R	6 to 1 / 6 to 1
Existing Median Shoulder Cross Slope L/R	4.00 % / 4.00 %
Existing Outside Shoulder Cross Slope L/R	2.00 % / 2.00 %
Front Slope L/R	6 to 1 / 6 to 1
Median Shoulder Cross Slope L/R	4.00 % / 4.00 %
Outside Shoulder Cross Slope L/R	2.00 % / 2.00 %
Roadway Cross Slope L/R	2.00 % / 2.00 %

**Pay Items**

<b>Pay item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>
110-1-1	CLEARING & GRUBBING	0.62	AC	\$21,815.23	\$13,525.44
120-2-2	BORROW EXCAVATION, TRUCK MEASURE	583.86	CY	\$20.71	\$12,091.74
<b>Earthwork Component Total</b>					<b>\$25,617.18</b>

**ROADWAY COMPONENT****User Input Data**

<b>Description</b>	<b>Value</b>
Number of Lanes	5
Existing Roadway Pavement Width L/R	12.00 / 0.00
Structural Spread Rate	165
Friction Course Spread Rate	110
Widened Outside Pavement Width L/R	12.00 / 36.00
Widened Inside Pavement Width L/R	0.00 / 0.00
Widened Structural Spread Rate	220
Widened Friction Course Spread Rate	110

**Pay Items**

<b>Pay item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>
160-4	TYPE B STABILIZATION	1,771.43	SY	\$5.39	\$9,548.01
285-706	OPTIONAL BASE,BASE GROUP 06	1,621.48	SY	\$24.79	\$40,196.49
327-70-5	MILLING EXIST ASPH PAVT, 2" AVG DEPTH	399.87	SY	\$1.97	\$787.74
334-1-12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	32.99	TN	\$158.86	\$5,240.79
334-1-12		175.94	TN	\$158.86	\$27,949.83

1023

	SUPERPAVE ASPHALTIC CONC, TRAFFIC B			
337-7-80	ASPH CONC FC,TRAFFIC B,FC-9.5,PG 76-22	21.99 TN	\$130.90	\$2,878.49
337-7-80	ASPH CONC FC,TRAFFIC B,FC-9.5,PG 76-22	87.97 TN	\$130.90	\$11,515.27

**Pavement Marking Subcomponent**

Description	Value
Include Thermo/Tape/Other	Y
Pavement Type	Asphalt
Solid Stripe No. of Paint Applications	1
Solid Stripe No. of Stripes	4
Skip Stripe No. of Paint Applications	1
Skip Stripe No. of Stripes	3

**Pay Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
706-1-1	RAISED PAVMT MARK, TYPE B W/O FINAL SURF	31.00 EA	\$5.75	\$178.25
710-11-101	PAINTED PAVT MARK,STD,WHITE,SOLID,6"	0.23 GM	\$948.27	\$218.10
710-11-131	PAINTED PAVT MARK,STD,WHITE,SKIP, 6"	0.17 GM	\$628.79	\$106.89
711-16-101	THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6"	0.23 GM	\$4,192.80	\$964.34
711-16-131	THERMOPLASTIC, STD-OTH, WHITE, SKIP, 6"	0.17 GM	\$2,063.12	\$350.73
<b>Roadway Component Total</b>				<b>\$99,934.94</b>

**SHOULDER COMPONENT****User Input Data**

Description	Value
Existing Total Outside Shoulder Width L/R	12.25 / 12.25
New Total Outside Shoulder Width L/R	13.25 / 19.25
Total Outside Shoulder Perf. Turf Width L/R	5.00 / 5.00
Sidewalk Width L/R	6.00 / 12.00

**Pay Items**

Pay item	Description	Quantity Unit	Unit Price	Extended Amount
520-1-10	CONCRETE CURB & GUTTER, TYPE F	299.90 LF	\$35.36	\$10,604.46
520-1-10	CONCRETE CURB & GUTTER, TYPE F	299.90 LF	\$35.36	\$10,604.46
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4"	599.81 SY	\$60.76	\$36,444.46
570-1-3	PERFORMANCE TURF, SOD AND SOIL	333.23 SY	\$4.53	\$1,509.53

**Erosion Control****Pay Items**

Pay item	Description	Quantity Unit	Unit Price
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				<b>Extended Amount</b>
104-10-3	SEDIMENT BARRIER	599.81 LF	\$3.40	\$2,039.35
104-11	FLOATING TURBIDITY BARRIER	5.68 LF	\$16.38	\$93.04
104-12	STAKED TURBIDITY BARRIER-NYL REINF PVC	5.68 LF	\$10.21	\$57.99
104-15	SOIL TRACKING PREVENTION DEVICE	1.00 EA	\$4,047.39	\$4,047.39
104-18	INLET PROTECTION SYSTEM	3.00 EA	\$294.56	\$883.68
107-1	LITTER REMOVAL	0.50 AC	\$99.19	\$49.60
107-2	MOWING	0.50 AC	\$104.36	\$52.18
<b>Shoulder Component Total</b>				<b>\$66,386.14</b>

**MEDIAN COMPONENT****User Input Data**

<b>Description</b>	<b>Value</b>
Total Median Width	22.00
Performance Turf Width	6.00

**Pay Items**

<b>Pay item</b>	<b>Description</b>	<b>Quantity Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>
520-1-7	CONCRETE CURB & GUTTER, TYPE E	599.81 LF	\$36.03	\$21,611.15
570-1-3	PERFORMANCE TURF, SOD AND SOIL	199.94 SY	\$4.53	\$905.73
<b>Median Component Total</b>				<b>\$22,516.88</b>

**DRAINAGE COMPONENT****Pay Items**

<b>Pay item</b>	<b>Description</b>	<b>Quantity Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>
400-2-2	CONC CLASS II, ENDWALLS	1.02 CY	\$1,446.68	\$1,475.61
425-1-351	INLETS, CURB, TYPE P-5, <10'	3.00 EA	\$7,874.43	\$23,623.29
425-1-451	INLETS, CURB, TYPE J-5, <10'	1.00 EA	\$8,674.60	\$8,674.60
430-175-124	PIPE CULV, OPT MATL, ROUND, 24"S/CD	32.00 LF	\$100.69	\$3,222.08
430-175-136	PIPE CULV, OPT MATL, ROUND, 36"S/CD	16.00 LF	\$171.82	\$2,749.12
570-1-1	PERFORMANCE TURF	17.27 SY	\$0.87	\$15.02
<b>Drainage Component Total</b>				<b>\$39,759.72</b>

**SIGNING COMPONENT****Pay Items**

<b>Pay item</b>	<b>Description</b>	<b>Quantity Unit</b>	<b>Unit Price</b>	<b>Extended Amount</b>
700-1-11	SINGLE POST SIGN, F&I GM, <12 SF	2.00 AS	\$314.35	\$628.70
700-1-12	SINGLE POST SIGN, F&I GM, 12-20 SF	1.00 AS	\$1,200.96	\$1,200.96

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700-1-50	SINGLE POST SIGN, RELOCATE	1.00 AS	\$127.00	\$127.00
700-1-60	SINGLE POST SIGN, REMOVE	2.00 AS	\$45.74	\$91.48
700-2-14	MULTI- POST SIGN, F&I GM, 31-50 SF	1.00 AS	\$5,315.68	\$5,315.68
700-2-60	MULTI- POST SIGN, REMOVE	1.00 AS	\$279.34	\$279.34
<b>Signing Component Total</b>				\$7,643.16
<b>Sequence 8 Total</b>				\$261,858.02

Date: 4/6/2020 2:31:06 PM

## FDOT Long Range Estimating System - Production

### R3: Project Details by Sequence Report

**Project:** 555555-1-55-11**Letting Date:** 01/2099**Description:** MLK and Davis Hwy one-way pair to two-way pair conversion**District:** 03**County:** 48 ESCAMBIA**Market Area:** 01**Units:** English**Contract Class:****Lump Sum Project:** N**Design/Build:** N**Project Length:** 2.330 MI**Project Manager:****Version 1-P Project Grand Total****\$6,911,919.02****Description:** MLK and Davis Hwy one-way pair to two-way pair conversion**Project Sequences Subtotal****\$5,655,772.05**

102-1	Maintenance of Traffic	10.00 %	\$565,577.20
101-1	Mobilization	10.00 %	\$622,134.93

**Project Sequences Total****\$6,843,484.18**

Project Unknowns	0.00 %	\$0.00
Design/Build	0.00 %	\$0.00

**Non-Bid Components:**

Pay item	Description	Quantity	Unit	Unit Price	Extended Amount
999-25	INITIAL CONTINGENCY AMOUNT (DO NOT BID)		LS	\$68,434.84	\$68,434.84

**Project Non-Bid Subtotal****\$68,434.84****Version 1-P Project Grand Total****\$6,911,919.02**





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00315

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PORT - STREAMLINE BOATS OF NW FLORIDA LLC LEASE AGREEMENT

### **RECOMMENDATION:**

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

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

In 2019 Streamline Boats of NW Florida LLC contacted the Port of Pensacola seeking a long-term lease for existing port warehouses #9 and #10, totaling approximately 92,500 square feet, in order to develop a marine-related light manufacturing facility for the manufacture of recreational watercraft and/or amphibious aircraft and related uses (i.e., research, development, design, fabrication, etc.). Streamline Boats currently manufactures custom-made, high-performance center console boats from its original facility in South Florida.

The Streamline Lease Agreement is for an initial term of ten (10) years with up to six (6) additional renewals of five (5) years each for a total potential lease duration of 40 years.

All provisions of the City Council Policy on Port Leases have been fulfilled, and all required notifications have been made.

This item was originally placed on Council's May agenda. In response to several concerns, the decision was made at that time to hold an open discussion on the item, rather than seek a Council vote at that meeting. During the discussion, several questions and concerns were raised. All those items have been addressed, as outlined in the attached memo dated June 23, 2020. Additionally, the proposed lease has been modified accordingly as detailed on Page 3 of the June 23 memo with all other terms remaining unchanged from the lease version presented in May.

The 2 most significant concerns of Council in May appeared to be focused on potential odor issues and financial performance. To address those items specifically (again, please see the July 23 memo for additional details):

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- ODOR - Significant effort was made to research any possible odor issues or concerns. No odor issues were ever observed by staff, City representatives or local media, and no evidence of any odor issues (prior complaints, neighbor testimony, etc.) was ever found. None-the-less, explicit language has been added to the proposed lease giving the City full authority to order the immediate cessation of the tenant's operations if any odor nuisance occurs until the tenant makes any process modifications and/or capital improvements required to eliminate the nuisance.
- FINANCIAL GUARANTEES - Tenant must provide a letter of credit, quick pay bond or other security equal to 50% of the annual rent and tenant must provide construction bonds equal to 100% of the total construction cost for any construction, alteration or demolition valued in excess of \$25,000.

Finally, it was also suggested that the lease, as written, requires any assignments or subleases to be approved only by the Port Director. That is incorrect. As written, the lease requires the tenant to submit any requests for assignments or subleases to the Port Director. The lease is silent as to specifically who is authorized to approve or deny an assignment or sublease. However, since the Port Director has no authority to contract or legally bind the City, any such request would require approval of an officer of the City who does have that authority. As presented, the recommended action vests the authority to execute and take all actions necessary to administer the lease with the Mayor and, therefore, any request to assign or sublet would have to be approved by the Mayor.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The Lease Agreement will generate an average of approximately \$200,000 in annual revenue to the Port from base rent payments during the 10-year primary lease term. The rental amount was determined via a previously performed market rent analysis and taking into consideration that the warehouses will need considerable tenant funded improvements to suit their manufacturing operations.

**CITY ATTORNEY REVIEW:** Yes

[Click here to enter a date.](#)

**STAFF CONTACT:**

Keith Wilkins, City Administrator  
Richard Barker, Jr., Deputy City Administrator - Administration & Enterprises  
Amy Miller, Port Director

**ATTACHMENTS:**

1030

- 1) June 23, 2020 Memo
- 2) Streamline Site Visit Report
- 3) Streamline Lease - Final Draft

**PRESENTATION:** No

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## MEMORANDUM



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Date: June 23, 2020

To: Council President Jewel Cannada-Wynn  
Members of City Council

From: Amy Miller, Port Director

Re: Proposed Streamline Boats lease follow up questions

President Cannada-Wynn and members of Council,

At the May 22 meeting of City Council, Mayor Robinson briefed Council on a proposed lease with Streamline Boats of Northwest Florida for warehouse space at the Port of Pensacola. Numerous questions and requests for additional information were presented then or have since been submitted.

On June 11, Assistant City Attorney Wells, Deputy Port Director Clark Merritt and myself participated in a telephone conference call with Osniel (“Ozzie”) Sanchez of Streamline Boats and Michael Carro, the company’s local representative. Following that conversation, Mr. Wells prepared a written overview to Mayor Robinson that addresses many of the questions/concerns, as follows. All below information contained in quotes is copied directly from Mr. Wells’ report to Mayor Robinson. All other information is from Port staff discussions with the Company and other sources.

**Corporate Management & Structure:** “With respect to the corporate structure and management, Mr. Sanchez states that he owns the business with his partner, Pedro (“Peter”) Garcia. Mr. Garcia operates the S. Florida facility and Mr. Sanchez will relocate to Pensacola and operate the facility here. There is no holding company or other interrelated corporate involvement.” South Palafox Group (represented by James Dillard and Richard Beckish on this deal) is financing Streamline’s growth and expansion and will be repaid via a combination of cash and certificates which. It is staff’s understanding that the partnership agreements between the companies allow South Palafox Group to acquire up to 49% ownership in the company over time. South Palafox Group, Mr. Dillard and Mr. Beckish will not have any day-to-day hands-on or operational responsibilities of the business.

**Investment:** “Mr. Sanchez stated that he is in the process at present of itemizing his anticipated make-ready costs, and that he is planning on having to spend \$1.5 - \$2 million to make the facility operational.” Port staff has previously estimated an investment of \$1.1 million being necessary to prepare the space for occupancy less the cost of boat manufacturing equipment.

**Jobs & Payroll:** “Mr. Sanchez stated that he intends to begin manufacturing with a workforce of 35 employees, and that he and his partner have more than 40 employees in S. Florida and are presently hiring additional workers.” It should be noted that early on in discussions with the Port, Streamline provided the below jobs & payroll information which Mr. Sanchez confirmed as accurate on the call.



Year	2020	2021	2022	2023	2024
Transfer Employees	10	10	10	10	10
Local Hires	45	70	80	90	90
Ave. Annual Salary	45,500	45,500	45,500	45,500	45,500
Est. Annual Payroll	2,502,500	3,640,000	4,095,000	4,550,000	4,550,000

**Financials:** Streamline Boats of Northwest Florida is a new entity and, as such, has no financial history. However, port Staff and Florida West staff have reviewed Streamline Performance Boats’ 2017, 2018 and 2019 financials. Those financial reports are confidential and protected from Public Records disclosure under Florida Statute 315.18. Therefore, detailed and specific information cannot be released, however, “the financial record reflects a successful and growing business, with sales and income increasing year over year since inception in 2017.”

**Anti-Fouling Paints:** A question was asked regarding whether the Company uses environmentally friendly and non-harmful anti-fouling paints. The Company reports that they do not apply anti-fouling paints to the hulls of their boats and that this would be something an individual owner would do after-market.

**Odor Concerns:** Streamline has indicated that they do not do many of the things similar boat builders do that can cause odors. They stated all of their coatings are purchased pre-mixed rather than being mixed on site; they do not add styrene to their bonding agents in order to “stretch” those products; and, they do not heat the hulls to accelerate the drying and curing processing but, instead, allow the hulls to naturally air dry.

Steps taken to research possible odor issue:

- Mayor and Port Director toured a similar boat building operation located in Milton on Wednesday, May 27, at approximately 3:30 p.m. During that visit, there was no discernable odor exterior to the facility.
- Before and after that visit, the Port Director visited the area on 13 separate occasions on various days of the week and at different times of the morning, afternoon & evening and noted no discernable odor on any occasion.
- Port Director contacted the owner of Ates Ranch Wedding Barn, an outdoor event venue and neighbor of the existing boat building facility in Milton, to inquire about any odor issues. The owner stated that they have never had an odor complaint from any of their parties or events. He further stated that he and his wife live on the property and have never experienced any odor issues.
- Pensacola News Journal reporter Jim Little reported in his Sunday, June 15, article, “There were no foul smells coming from the building during the visit the News Journal made last week...”
- A delegation representing the City, including Deputy Port Director Clark Merritt, Deputy City Administrator Kerrith Fiddler, City Councilman Jared Moore, Florida West CEO Scott Luth, and prominent local businessman Bobby Switzer, traveled to Hialeah on Tuesday, June 16. None of the members of the delegation reported any discernable odor exterior to the facility.

**Key Lease Terms:** Following discussion and at the request of Council, several lease terms have been added or strengthened to better protect the City:

- Section 2.01 has been revised to better clarify the terms under which the Company may construct a dockage and ramp area, including additional language requiring the Company to maintain and repair their boat ramp and dock area, if constructed.
- Section 4.01 contains additional language that defines commencement of construction as being 90 calendar days following issuance of a construction permit by the City Building Official.
- Section 4.02 addresses odor. The following language has been presented to the Company for approval: "...the Company shall not allow any discernable noxious odors to emanate beyond the confines of the Port of Pensacola at any time under normal & routine weather conditions for the area. If any such odor does occur and creates a nuisance impact to the surrounding geographic area, as evidenced by documented odor reports or complaints, the City will engage Florida Department of Environmental Protection (FDEP) or a local environmental engineer of its choice, to determine the source of the odor. If such odor is determined to be a result of the Tenant's operations, the City reserves the right to order the cessation of the Company's operations until such time as appropriate ventilation and/or filtration systems can be installed by and at the sole expense of the Company to eliminate such nuisance.
- Section 4.03 has been revised to clarify the tenant's guarantee of exclusivity.
- Section 6 (no changes from original draft) requires the Company to post a Letter of Credit, Quick Pay Bond or other security acceptable to the City for 50% of the annual rent.
- Section 10.01 (no changes from original draft) requires the Company to provide Construction Bond(s) equal to the total cost of construction for any construction, alteration or demolition in excess of \$25,000.
- Section 17.01 (no changes from original draft) contains the terms for an assignment of the lease. Any request to assign is to be submitted to the Port Director at least 30 days in advance. Consent to any assignment may be given or withheld in the City's sole and absolute discretion. The lease is silent as to specifically who is authorized to approve or deny an assignment of the lease. However, since only the Mayor has the authority to contract on behalf of or legally bind the City, the Port Director has no authority to approve or deny a lease assignment. If Council approves the recommendation as presented granting the Mayor the authority to execute and take all actions necessary to administer the lease, any assignment of the lease would have to be approved by the Mayor.
- Section 17.02 (no changes from original draft) contains the terms for a sublease. Any request to sublease is to be submitted to the Port Director at least 60 days in advance. In the case of a sublease, the City may not unreasonably withhold approval. Again, the lease is silent as to specifically who is authorized to approve or deny a sublease. However, since only the Mayor has the authority to contract on behalf of or legally bind the City, the Port Director has no authority to approve or deny a sublease. If Council approves the recommendation as presented granting the Mayor the authority to execute and take all actions necessary to administer the lease, any sublease would have to be approved by the Mayor.

I hope this answers all of Council's questions and concerns. Please let me know if any further information is required.

Report on City team visit to Streamline Boats manufacturing facility  
Hialeah, Florida; June 16, 2020  
Prepared by Clark Merritt, Deputy Port Director

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The following information and observations are provided to document a visit to Streamline Boats manufacturing facility by City Staff including Kerrith Fiddler, Assistant City Administrator and Clark Merritt, Deputy Port Director. Other parties attending included Scott Luth, CEO Florida West, Jared Moore, City Councilman Dist. Four, and Bobby Switzer, downtown business owner and resident. They have provided separate feedback to the Mayor's Office and this report is only to document what I observed.

The group arrived around 11:00 am local time at the facility located in a dense, mixed-use urban neighborhood. We were met by Streamline personnel including head of production and operations, Ozzy Sanchez and Pete Garcia, President, who gave a brief history of the company, their corporate culture, and why they are in the boat building business. Both discussed their relative experience and history in boat design, manufacturing, and sales which was extensive and spent at numerous companies in the boat business including other manufacturing environments. It was shared that even the name for the company Streamline was selected with the desire "to streamline the entire design and manufacturing process" to produce a superior, cost effective, center console boat based on what the customer wants—whether that is offshore fishing or for family and other casual uses.

Current lineup of boats is a 26', 34', and 45' center console. The same mix is considered for the Pensacola facility. Streamline boats are a customer driven semi-custom final fit out so the number of boats produced will always be low in comparison to many other large production manufacturers. Their research concluded there is an extensive market for their type of boats in the Northern Gulf Coast (Texas to Florida) – especially for the 26's and 34's. 45's are a very expensive boat (over \$1M depending on configuration) so regardless of where they are made the number produced will be small. One reason for the Pensacola location is this: having a facility centrally located in Pensacola would dramatically reduce trucking time for deliveries to the N. Gulf of Mexico states versus from S. Florida. When making a delivery, they lose a truck and driver for a minimum of 3 days because of having to truck from their current location.

Following this discussion, we left the administrative offices and proceeded into the manufacturing area. As a result of growth and demand, they moved into this current facility just 8 months ago—it is their fourth in 3 years. It's a 50,000 sqft square warehouse modified slightly to accommodate their manufacturing needs. The only major modification was door widening for one wall separating the hull fabrication area (this is the first step in the process) from the remaining fit out the boats receive as they cycle through the building. I observed approximately 9 boats of various sizes under construction.

Some general observations:

- **Manufacturing Floor:** The manufacturing area was open, well organized, and clean. No large accumulation of excess material or waste was seen. No visible particulate or dust was noticed. Ceiling height was approximately 28'-30'. The entire working floor area is separated into two major areas: one where the hulls are being built in molds, and the other where the rest of the manufacturing and fit-out occur. Raw materials and HAZMAT storage is located in the hull building area. There are at least 5 exterior roll up doors in the building that in the raised position and some stand fans were used--but not

as many as was expected. It was a comfortable work environment even with temperatures outside the warehouse in the upper 80's with bright sunshine. (see photos)

- Odor: Entering the administrative office from the parking lot there was no odor of petroleum-based materials or other paint/finishing chemicals like you might detect at car repair facility. Once we entered the actual manufacturing area, there was a slight chemical odor but in no way was it overwhelming or offensive. The only respirators being worn by staff were the four or five people applying bonding agent to the fiberglass layers with brushes and rollers. This was all in the back of the warehouse where the hulls were in the molds. (see photos)

As it relates to odor, it was described that a Streamline hull in the mold takes 9 days from start to finish — 4-6 days longer than typical high-volume boat manufacturer. One reason it takes longer is that Streamline's personnel hand apply layers and bonding agents to ensure a superior product strength and defect-wise when compared to a high volume fabricator. Another key difference explained was that no heat is applied during hull fabrication. By avoiding heat and letting the layers dry naturally with vacuum machine assisting, many of the noxious odors expected are not released in a strong manner. This natural drying method is the process they would also use at the Pensacola facility.

Another note on odor and especially styrene odor during manufacturing. Apparently, some manufacturers will dilute their bonding agents with styrene to extend or stretch the base material. This can also result in significant odor. Streamline does not stretch their bonding agent and the vendor providing those material has described the product they use and its styrene content in previous correspondence.

- The Hazardous material storage location is a yellow metal storage cabinet (see photos) and 55-gallon drums are stored on elevated pallets per FDEP permit. Only four 55-gallon drums were observed, and Ozzy reported that they minimize the quantity on hand to reduce waste and expense. All waste is removed by a licensed waste removal company, again per FDEP requirements.
- The noise level was like any other light manufacturing environment if not a bit quieter since most of the work is done by hand using small tools. Carrying on a conversation in all areas was no problem — even when a group was talking together separated by some distance.
- Only larger equipment observed were small propane fueled forklifts. No diesel-powered equipment was onsite. They use small dollies and hoists to move the hulls through the process — all hand powered.
- No large electrical demand, no natural gas usage, and no significant amount of water or gray water is used or generated on site during manufacturing. Non-hazardous scraps and other rubbish are disposed of in small commercial dumpsters.

The tour of the facility concluded in the loading area of the warehouse which was open to a loading truck ramp and where a 35' boat was being outfitted by several of the staff.

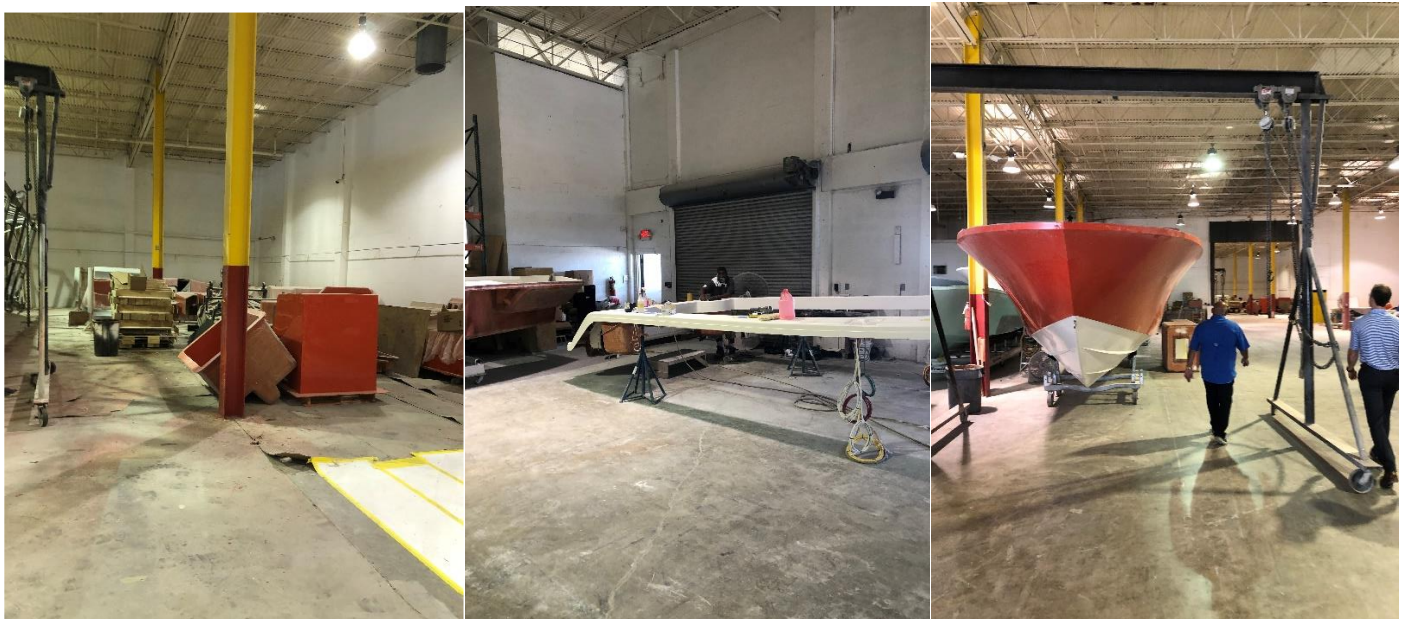
The photos document the various stops around the facility and the current lineup manufactured and as stated previously would also be manufactured at the Pensacola facility. They discussed adding a 28' flat's boat and a 39' center console to round out the line of products that is offered. Demand is strong across all sectors of the boat industry.



Photos from the visit:

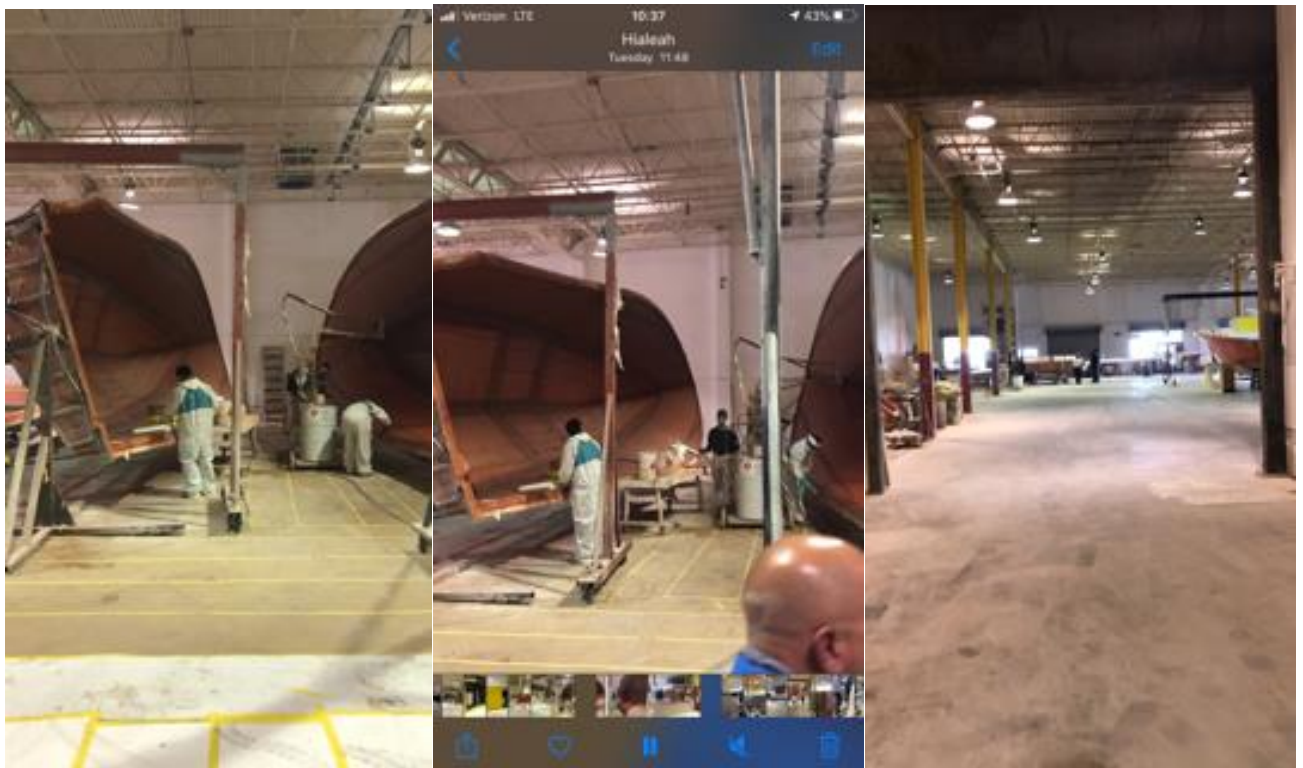
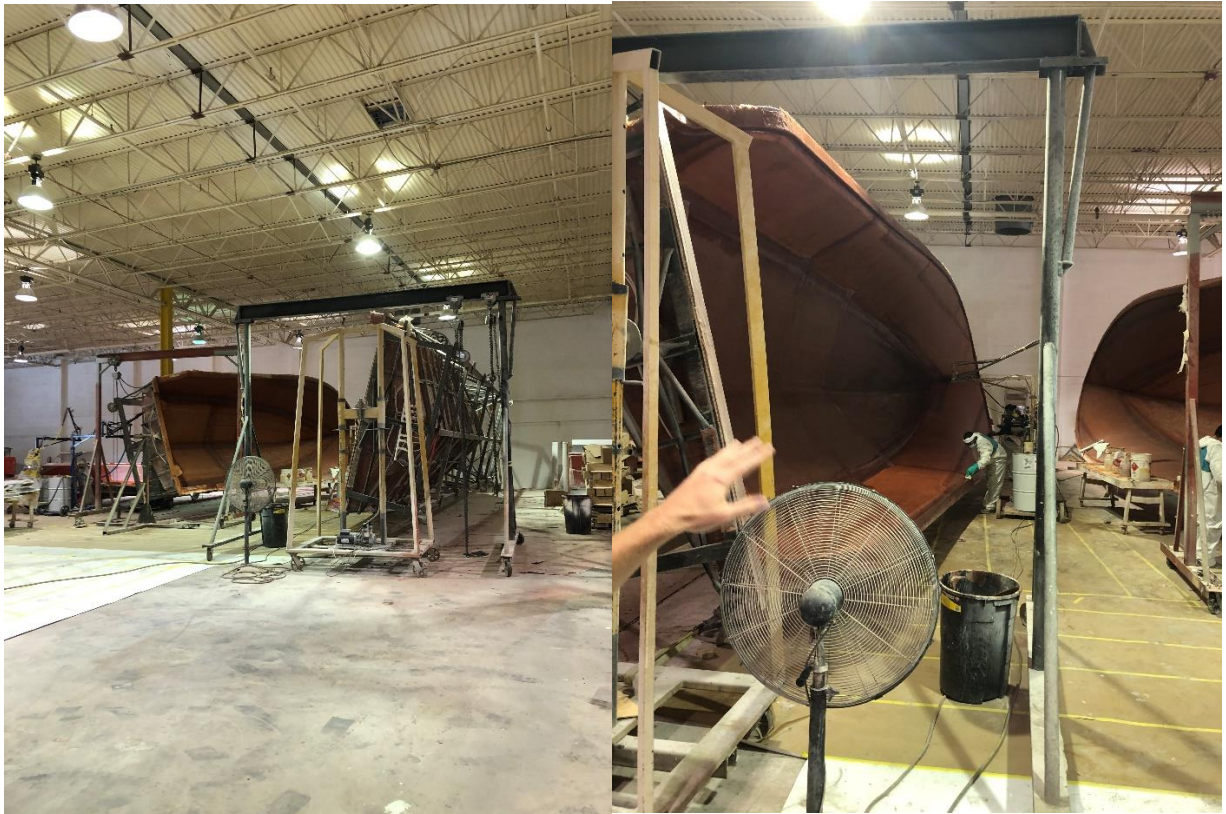


The group upon entering the manufacturing floor from the admin offices and some of the completed hulls.



(From left to right) Storage area in hull fabrication room; top of boat railing being finished and prepared for mounting on boat; in the main fab room a finished hull being is prepared for topside center console mounting. Note the clear opacity within the warehouse and the clean shop floor.





Photos from the hull fabrication area. Note techs applying agent to the layers of fiberglass as the boats sit in the molds. The left shot is from the rear hull fab area looking toward the other section of the warehouse.



Hazardous materials storage area located in the hull fabrication of the warehouse. Note barrels are stored on elevated pallets.



Two new Streamlines – the grey one is being delivered to the Brazilian government as a coastal patrol craft





The current lineup of boats manufactured by Streamline – 26', 34', and 45' center consoles. Retail prices run from \$100,000 to over \$1M depending on how outfitted.



*REAL PROPERTY LEASE*  
*AT*  
*PORT OF PENSACOLA*  
*BETWEEN*  
*STREAMLINE BOATS OF NORTHWEST FLORIDA, LLC*  
*AND*  
*CITY OF PENSACOLA, FLORIDA*

*EFFECTIVE DATE: \_\_\_\_\_, 2020*

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### List of Exhibits

#### EXHIBIT A - LEASED PREMISES

#### PORT OF PENSACOLA REAL PROPERTY LEASE

**THIS REAL PROPERTY LEASE** (this “Lease”) is hereby made and entered into as of the Effective Date (hereinafter defined), by and between **STREAMLINE BOATS OF NORTHWEST FLORIDA, LLC** a Florida limited liability corporation (“the Company”), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation (“the City”), in its capacity as owner and operator of **PORT OF PENSACOLA** (“the Port”). The City and the Company may, from time to time, be referred to in this Lease individually as “a Party” and collectively as “the Parties.”

### **RECITALS**

WHEREAS, the City is the owner and operator of the Port (as hereinafter defined); and

WHEREAS, it is in the best interest of the community for the City to encourage and support local economic development for the City of Pensacola Port of Pensacola and to efficiently operate the Leased Premise; and

WHEREAS, the City, as lessor, desires to lease to the Company, as lessee, and the Company desires to lease from the City, the Leased Premises for the use, upon the terms, and subject to the conditions hereinafter set forth; and

WHEREAS, the Company will invest a minimum of One Million Dollars (\$1,000,000) to bring the lease premises up to code, along with significant additional investment to finish and equip the facility to meet their specific manufacturing requirements; and

WHEREAS, the Company plans to hire 45 local employees with an estimated annual local payroll of \$2,502,500 in the first year of production, increasing to a total of 90 local employees with an estimated annual local payroll of \$4,550,000 by the fifth year of production;

NOW, THEREFORE, in consideration of the promises, covenants, terms, and conditions herein set forth, the Parties hereby agree as follows:

[THIS SPACE INTENTIONALLY LEFT BLANK]

## ARTICLE 1. DEFINITIONS

### Section 1.01 DEFINITIONS

The following words and phrases, wherever used in this Lease, shall, for purposes of this Lease, have the following meanings:

**“Additional Rent”** means, collectively, all amounts payable by the Company under this Lease which are expressly designated as “Additional Rent”, in addition to the Base Rent.

**“Affiliate”** means any corporation or other entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with, the Company.

**“Base Rent”** means the annual rent for the Leased Premises as specified or determined in this Lease.

**“Bond Resolution”** means any Resolution of the City regulating or authorizing the issuance of Bonds payable from Port revenue.

**“City”** means the City of Pensacola, Florida, and any successor to the City in ownership of the Port.

**“Commencement Date”** means the date the lease is fully executed by all parties. The parties agree that time is of the essence and each agrees to act with diligence and all due haste to expedite its portion of the execution process.

**“Common Port Facilities”** means all necessary cargo area appurtenances, including, but not limited to, laydown areas, berth aprons, and other common facilities and infrastructure appurtenant to the Port.

**“Company”** means the lessee under this Lease as identified in the first paragraph of this Lease, and any assignee of this Lease pursuant to an assignment permitted by this Lease.

**“Control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities or by contract or otherwise.

**“Effective Date”** means the date upon which this Lease is executed by the last Party to execute this Lease, as shown by the respective dates set forth after the places provided herein below for the Parties’ execution of this Lease.

**“Environmental Laws”** means, collectively, all federal, state, water management district, and local environmental, land use, safety, or health laws, rules, regulations, ordinances, and common law, including, but not limited to, the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.); the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. § 5101

et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.) (“CAA”); the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j), the Federal Water Pollution Control Act (commonly known as the Clean Water Act) (33 U.S.C. §§ 1251-1387), and Sections 253, 373, 376 and 403, Florida Statutes, as any of the foregoing may hereafter be amended, any rule or regulation pursuant thereto, and any other present or future law, ordinance, rule, regulation, code, permit or permit condition, order, notice of violation, decree, consent agreement, or directive addressing an environmental, safety, or health issue of or by the federal government, or of or by any state or other political subdivision thereof, or any agency, court, or body of the federal government or any state or other political subdivision thereof, exercising executive, legislative, judicial, regulatory, or administrative functions. The term “Environmental Laws” also shall mean and include the Port of Pensacola’s Storm Water Pollution Prevention Plan (“SWPPP”) and all future amendments thereto.

“**Event of Default**” shall have the meaning assigned in Article 17 below.

“**Exclusive Use Leased Premises**” means the spaces and areas within the Leased Premises for the use and occupancy of the Company to the exclusion of all others.

“**Facilities**” means the presently existing finished steel framed and aluminum building containing approximately 40,000 square feet and an unfinished steel framed and aluminum building containing approximately 52,500 square feet together with all future modifications, additions, and accessions to and replacements of any of the foregoing. The Company shall have the non-exclusive right to access, traverse, cross and otherwise utilize all port lands designated for the joint use of all port tenants, users and customers, provided such use does not unreasonably impede, block or otherwise limit the right of other port tenants, users and customers to access, traverse, cross and otherwise use the same port lands. The Company may not moor vessels to any of the port’s public docks without first filing and receiving approval from the port of a Vessel Berth Application.

“**Hazardous Substances**” means any hazardous, toxic, or harmful substances, wastes, materials, pollutants, or contaminants (including, without limitation, asbestos, polychlorinated biphenyls, petroleum products, flammable explosives, radioactive materials, paint containing more than 0.5% lead by dry weight (“Lead Based Paint”), infectious substances, or raw materials which include hazardous constituents), or any other substances or materials that are included under or regulated by Environmental Laws.

“**Land**” means the land within the Port as depicted on Exhibit A attached hereto and incorporated herein by reference, consisting of approximately 2.3 acres and located at the Port of Pensacola.

“**Leased Premises**” means the Land and all improvements now or hereafter existing on the Land, including without limitation the Facilities and the Preferential Use Apron Area, as more particularly described in Section 2.02.

“**Lease Term**” shall have the meaning assigned in Section 3.01 below.

**“Lease Year”** means each period of twelve consecutive calendar months that begins on an anniversary of the Effective Date of this Lease or, if the Effective Date of this Lease is not the first day of a month, each period of twelve consecutive calendar months that begins on the first day of the next month after each such anniversary of the Beginning of this Lease; provided, however, that the first Lease Year shall commence on the beginning of this Lease and continue to, but not including, the first day of the next Lease Year.

**“Ordinary Wear and Tear”** means normal deterioration of an improvement to real property that occurs solely from the reasonable and intended use of the improvement over time despite the timely and proper performance of reasonable routine maintenance and preventive maintenance.

**“Port”** means Port of Pensacola located in Pensacola, Florida, as it now exists and as it may exist in the future.

**“Port Director”** means the person who from time to time holds the position of “Port Director” or “Interim Port Director” of the Port. Said term shall also include any person expressly designated by the City to exercise functions with respect to the rights and obligations of the Port enterprise.

**“Port Master Plan”** means the assembly of appropriate documents and drawings addressing development of the Port from physical, economic, social, and political jurisdictional perspectives as designated from time to time by the City and the Port Director as the Port Master Plan. The Port Master Plan includes, without limitation, forecasts of cargo & maritime business activity, a Port land use plan, 2019 Port Vision Plan (or any successor plan), a Port layout plan set, a Port access and parking plan, port storm water master plan, a capital improvement plan, and a budget and/or financial plan.

**“Rent”** means, collectively, the Base Rent and the Additional Rent.

**“Rules and Regulations”** means those ordinances, rules and regulations promulgated from time to time by the City or the Port Director governing conduct on, and operations at, the Port or the use of any of the land and/or facilities at the Port.

**“Subsidiary”** means any corporation or other entity more than fifty percent (50%) of whose outstanding stock (or other form of equity ownership) is, at the relevant time, owned by the Company or by another Subsidiary of the Company.

**“Tariff”** means Port of Pensacola Terminal Tariff No. 5A, as amended and revised from time-to-time, or any successor thereto.

**“Watercraft”** means any boat, or vessel that travels on water to include personal watercraft, amphibious aircraft or any mode of transportation that traverses the water for transportation.

## Section 1.02 CROSS-REFERENCES



All references in this Lease to articles, sections, and exhibits pertain to articles, sections, and exhibits of this Lease unless otherwise specified.

END OF ARTICLE

## ARTICLE 2. LEASED PREMISES

### Section 2.01 LEASED PREMISES

For the Rent, upon the terms, and subject to the conditions set forth in this Lease, the City hereby leases and demises the Leased Premises to the Company, and the Company hereby leases the Leased Premises from the City, subject, however, to all liens, easements, restrictions and other claims and encumbrances of record, provided that such matters do not prevent the Company from conducting its business on the Leased Premises as contemplated herein, and/or otherwise impair its financial structure and future use of the premises.

The Leased Premises consists of two adjoining parcels known as “Warehouse #9 Primary Premise” and “Warehouse #10 Unfinished Premise.” The Warehouse #9 Primary Premise shall be defined as the approximately 40,000 square foot, steel-frame, and aluminum sided building commonly referred to as Port of Pensacola Warehouse #9. The Warehouse #10 Unfinished Premise consists of approximately 52,500 square foot, steel-framed, and aluminum sided building immediately adjourning to Warehouse #9. Both Warehouse #9 and #10 are further depicted in Exhibit A attached hereto and incorporated herein by this reference and collectively are known as the “Leased Premise.”

For an additional Submerged Lands Lease as articulated in Section 5 of the Lease Agreement, the Company shall be permitted to construct a no more than 8 slip “dockage and ramp area” to dock boats manufactured or for sale by the Company for test driving by potential customers or to deliver the boat for sea trial or delivery to a customer, if the Company desires to do so. The Parties shall reach a mutually agreeable access point and location for this purpose.

The cost of all improvements for this purpose shall be borne by the Company. In consideration of the Company’s investment in the herein contemplated “dockage and ramp area,” the City shall provide the Company with an offset to the Submerged Lands Lease Rate equal to the Company’s actual out-of-pocket investment, excluding any grant or contributed funds, pro-rated to a monthly rate and continuing each month until such investment has been fully amortized or until the end of the Primary Lease Term, whichever occurs first.

The City may at its sole discretion elect to apply for grant funding from one or more sources, including but not necessarily limited to Florida’s Seaport Transportation and Economic Development (FSTED) program. If any such grant funds are secured, the Company shall provide the local matching funds required, if any, and shall agree to comply with all other terms and conditions of the grant.

In the event the Company does construct the “dockage and ramp area,” the City shall have a complimentary right of use of those improvements with advance approval of the Company and provided said use does not interfere with the Company’s use or operations. Company’s use of the “dockage and ramp area” shall always be primary with any City use being secondary.

The Company shall be responsible for maintaining and repairing all dockage and ramp facilities so constructed and shall keep these facilities in serviceable condition for use by the Company and the City at all times. At the termination of the lease and any extensions, ownership and control of the dockage and ramp facilities shall revert to the City.

The Company shall have the right to post its unique logo on the side of the Leased Premises in a tasteful manner of an industrial site, provided design and placement of same is in compliance with applicable City of Pensacola sign ordinances, if any, and is approved by the Port Director.

#### **Section 2.02 NON-EXCLUSIVE PARKING AREA**

The Company shall be entitled to non-exclusive use of any and all Designated Parking Areas located on the port property as currently situated and designated or as may be situated and designated in the future at the Port's and/or any and all overflow parking lots as currently situated and designated or as may be situated and designated in the future all at the Port's sole discretion, at no additional charge to the Company. Such areas are made available to all port tenants and users on a first-come-first-served basis. In using such areas, the Company and Company employees, representatives, agents, contractors, service providers, invitees, customers and visitors shall abide by all applicable rules and regulations of the Port of Pensacola Seaport Security Plan, including if required, but not limited to, the requirement that all personal vehicles entering the Port Restricted Area be registered with the Port's Facility Security Officer. In no event shall the Company permit parking on the Leased Premises by the general public or by the Company's guests, invitees, customers, or employees not related to the conduct of the Company's business on the Leased Premises.

END OF ARTICLE

## ARTICLE 3. TERM

### Section 3.01 LEASE TERM

Subject to compliance with the terms and conditions of this Lease, the Company shall have the right to occupy the Leased Premise beginning on the Commencement Date as defined in Section 1.01 of this Lease Agreement for a term of ten (10) years (the "Primary Lease Term"). All Rents for the Leased Premise shall commence nine (9) calendar months after the Commencement Date.

### Section 3.02 RENEWAL

There is no automatic renewal of this Lease Agreement. Upon expiration of the initial term of this Lease Agreement, the Company may request up to six (6) additional five (5) year renewal options subject to the provisions that follow in this Section 3.02.

Provided the Company is not in default of any provisions of this Lease Agreement, Tenant may request in writing to the City renewal of this Lease Agreement, such request to be submitted to the Port Director no less than six (6) months prior to the Expiration Date. Then, and upon mutual agreement of the parties, this Lease Agreement may be renewed for five (5) years commencing upon the Expiration Date and expiring five years thereafter ("First Renewal Term"). The City may non-renew for the First Renewal Term only if Tenant a) fails to complete Company's Structure in accordance with Section 3 of this Lease Agreement; b) or, is in default of any other provision of this Lease Agreement.

Further, provided Tenant is not in default of any provisions of this Lease Agreement, the Company may request in writing to the City a second, third, fourth, fifth and sixth renewal of the Lease Agreement, such request to be submitted to the Port Director no less than six (6) months prior to the expiration of the immediately preceding Term. Then, and upon mutual agreement of the parties, this Lease Agreement may be renewed in additional five (5) year increments commencing upon the expiration of the immediately preceding Term ("Second Renewal Term" through "Sixth Renewal Term," respectively). Rent shall be at the rates outlined in Article 5 of this Lease, except that for any renewal hereunder, the City reserves the right to recalculate the rent payments based upon the then-appraised value of the property provided the renewal period base rate increase may not exceed seven and one-half percent (7.5%) of the applicable Rent as defined in Article 5 herein. For any renewal hereunder, all terms and conditions of this Lease Agreement, other than pertaining to Rent, remain the same unless expressly negotiated between the parties. Any renewal hereunder shall be memorialized in writing, executed by the parties in the same formality herewith.

### Section 3.03 COMPANY'S RIGHTS UPON EXPIRATION OR EARLIER TERMINATION OF LEASE

Upon expiration of the Lease Term or earlier termination of this Lease, all of the Company's rights, authority, and privileges to use the Leased Premises, services, facilities and property of the Port as granted herein shall automatically cease without notice to the Company except such notice, if any, as is expressly required by this Lease with respect to an earlier termination of this Lease.

### Section 3.04 SURRENDER OF LEASED PREMISES

Upon expiration of the Lease Term or earlier termination of this Lease, the Company shall surrender the Leased Premises to the City in its improved condition as referenced in Section 4.01 of this Lease, except for Ordinary Wear and Tear and except for damage caused by an insured casualty or a condemnation for which the City is fully compensated by insurance proceeds actually received by the City and by deductible amounts actually paid by the Company to the City, with respect to an insured casualty loss, or by a condemnation award pursuant to an order of a court of competent jurisdiction or payment in lieu thereof acceptable to the City, with respect to a condemnation.

The provisions of this Section 3.04 shall survive the expiration of the Lease Term or earlier termination of this Lease, as the case may be, and shall be fully enforceable by the City against the Company notwithstanding the termination of this Lease.

END OF ARTICLE

## ARTICLE 4. USE OF LEASED PREMISES

### Section 4.01 PERMITTED USE OF LEASED PREMISES

Continuously during the Lease Term, the Company shall use the Leased Premises solely for the research, development, design, fabrication, and manufacture of watercraft/amphibious aircraft of various types, models, and series to include administrative offices and functions accompanying the manufacturing of the product. The performance of any other activities consistent with and allowable in the Industrial District M-1 Zoning Designation as defined in the City of Pensacola Code, Part II - Code of Ordinances. Title XII - Land Development Code, Chapter 12.2 - Zoning Districts, Sections 12-2-1 and 12-2-9 shall be allowed only upon advance written consent of the City, which consent may be allowed or withheld in the City's sole and absolute discretion. The company may not fly amphibious aircraft/seaplanes to, from or within the Port or surrounding waters. If at any point in the future, the Company desires to do so, the Company will be required to obtain a separate lease agreement for such purpose in accordance with the then-applicable process for approval of lease agreements at the Port of Pensacola.

Consistent with the permitted use of the Leased Premises stated in this Section 4 and solely in furtherance of such use, Company shall, at Company's sole cost and expense, complete all required construction activities on the Leased Premise in order to obtain a Certificate of Occupancy from the City of Pensacola Inspection Services Division. Final plans and specifications are subject to review and approval by the City prior to the commencement of construction activities. As part of City's review process all plans, specifications and construction drawings will be reviewed by the City Engineer (or his designee) and the Port's consulting engineer of record.

As a condition of this Lease for the Lease Premises, Company shall commence construction in accordance with all requirements of this Lease Agreement, no later than twelve (12) months after the execution of this Lease. For purposes of this provision, the Construction Commencement Date shall be 90 calendar days following the issuance of a construction permit from the City Building Official. Should Company fail to meet this requirement, then the City may, in the City's sole discretion, immediately terminate the Lease upon date of written notice to Company and, in the event of such termination by the City due to Company's failure to perform according to this schedule, the Company hereby expressly agrees that upon receipt of such termination notice for failure to perform according to schedule, the Company shall within 30 days vacate and surrender the Lease Premises to the City and the Company's right to continue its lease of the Lease Premises shall terminate. The City may enter the Lease Premises and exclude the Company from possession of the Lease Premises, declare all Rents, fees, taxes and other charges and amounts that are then due and payable and costs of the City to prepare the Lease Premises for reletting to be immediately due and payable. Nothing in this paragraph shall be construed to allow the City to assess accelerated rents as a remedy for Tenants failure to perform.

In the event the Company complies with commencement of construction, Company shall complete construction no later than twenty-four (24) months after the Commencement Date of this Lease Agreement. A Certificate of Occupancy shall evidence such completion of construction. Should Company fail to complete construction of Tenant's Structure no later than

24 months after commencement of the Lease, then Company may, with reasonable justification for the cause of the delay and upon payment of additional compensation to the City in an amount agreed to between the parties, receive a 12 month extension. If Company fails to complete construction in the timeline stated above, the Company shall have a grace period of sixty (60) days, plus any additional extensions granted by the Lessee, to obtain substantial completion as determined by the Company's engineer of record. Otherwise, the City may, in the City's sole discretion, immediately terminate the Lease upon date of written notice to Tenant. In the event of such termination by the City for Company's failure to perform according to this schedule, Company hereby expressly agrees that upon receipt of such termination notice for failure to perform according to schedule, the Company shall within 30 days relinquish and surrender the Lease Premises and any improvements thereto to the City and Tenant's right to continue the lease of the Lease Premises shall thereafter terminate. The City may enter the Lease Premises (including any improvements) and exclude the Company from possession of the Lease Premises, declare all Rents, fees, taxes and other charges and amounts which are owed to be immediately due and payable. For any repairs or other costs incurred by the City to bring the facility to minimum code standards required for reletting, the City may "call" any and all applicable construction, performance and/or payment bonds as defined in Article 6 and/or Article 10 herein. Nothing in this paragraph shall be construed to allow the City to assess accelerated rents as a remedy for Tenant's failure to perform.

#### Section 4.02 **ADDITIONAL RESTRICTIONS**

Notwithstanding any contrary provision in this Lease, the Company shall not, and the Company shall not suffer or permit any of its agents, employees, directors, officers, contractors, customers, guests, invitees, licensees, or representatives to:

(a) Do, suffer, or permit anything that may interfere with the effectiveness or accessibility of any drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, at any time installed or located on or within the premises of the Port.

(b) Do, suffer, or permit anything that may invalidate or conflict with any fire or other casualty insurance policies covering the Port or any part thereof or improvements thereon.

(c) Keep or store or suffer or permit to be kept or stored, at any time, flammable or combustible liquids except in storage facilities especially constructed for such purposes in accordance with applicable federal, State, and City laws and ordinances, including the Uniform Fire Code and the Uniform Building Code. For purposes of this Lease, flammable or combustible liquids shall have the same definitions as set forth in the Uniform Fire Code, as that Code may be amended from time to time.

(d) Engage in any business or activity not specifically permitted by this Lease.

(e) In addition to the provisions of Article 14 herein, the Company shall not allow any discernable noxious odors to emanate beyond the confines of the Port of Pensacola at any time under normal & routine weather conditions for the area. If any such odor does occur and creates a nuisance impact to the surrounding geographic area, as evidenced by documented odor reports or complaints, the City will engage Florida Department of Environmental Protection (FDEP) or a local environmental engineer of its choice, to determine the source of the odor. If such odor is determined to be a result of the Tenant's operations, the City reserves the right to order the cessation of the Company's operations until such time as appropriate

ventilation and/or filtration systems can be installed by and at the sole expense of the Company to eliminate such nuisance.

**Section 4.03 NON-EXCLUSIVE RIGHTS AND PRIVILEGES**

For the duration of this lease, the Port agrees that it will not lease space to another tenant similarly engaged in the manufacture of watercraft propelled by outboard engines, excluding other forms of watercraft propelled by human power, electric power, solar power or wind, or in the manufacture of amphibious aircraft.

END OF ARTICLE



## ARTICLE 5. RENTS, FEES, CHARGES AND SALES TAX

In consideration for the Company's use of the Leased Premises, the rights and privileges granted to the Company hereunder, and for the undertakings of City hereunder, the Company agrees to pay the City, without invoicing, notice, demand, deduction or set-off, the Base Rent, Additional Rent, fees, other charges, and sales and use tax as set forth in this Lease, as from time to time recalculated according to the procedures described herein below.

### Section 5.01 **BASE RENT**

The annual base rent ("Base Rent") payable by the Company to the City shall be per the following schedule:

#### For the 40,000 square foot Primary Building

During the Primary Lease Term:

Lease Rate per lease year 1-5: \$3.00/SF or \$120,000/yr

Lease Rate per lease year 6-10: \$3.75/SF or \$150,000/yr

For Renewal Option years, if/as applicable:

Lease Rate per lease year 11-15: \$3.75/SF or \$150,000/yr

Lease Rate per lease year 16-20: \$4.13/SF or \$165,200/yr

Lease Rate per lease year 21-30: \$4.13/SF or \$165,200/yr

Lease Rate per lease year 31-35: \$4.34/SF or \$176,300/yr

Lease Rate per lease year 36-40: \$4.50/SF or \$180,000/yr

#### For the 52,500 +/- SF Unfinished Building

During the Primary Lease Term:

Lease Rate per leased year 1-5: \$0.15/SF or \$7,875/yr

Lease Rate per lease year 6-10: \$2.00/SF or \$105,000/yr

For Renewal Option years, if/as applicable:

Lease Rate per lease year 11-15: \$2.00/SF or \$105,000/yr

Lease Rate per lease year 16-20: \$2.50/SF or \$131,250/yr

Lease Rate per lease year 21-30: \$2.50/SF or \$131,250/yr

Lease Rate per lease year 31-35: \$2.75/SF or \$144,375/yr

Lease Rate per lease year 36-40: \$3.00/SF or \$157,500/yr

### Section 5.02 **SUBMERGED LANDS LEASE RATE**

For the total square footage of Submerged Lands occupied by the Company's multi-slip dockage:

Lease Rate per lease year 1: \$0.1600/SF

Lease Rate per lease year 2-40: Rate to be adjusted annually by the annualized percentage change in the Consumer Price Index, All Urban Consumers (Avg-Avg) for the prior year.

### Section 5.03 **BASE RENT PAYMENT**

The annual Base Rent shall be paid by the Company to the City without invoicing, notice, demand, deduction, or set-off, in equal monthly installments payable in advance on or before the first day of each calendar month, beginning 9 calendar months after the lease Commencement Date and continuing through the remainder of the Lease Term. Should Rental payments initiated on any date other than the first (1<sup>st</sup>) of the month, the Rent for that month will be prorated with rent for all subsequent months then being due and payable on the first (1<sup>st</sup>) of the month.

#### Section 5.04 **OTHER RENTS, FEES AND CHARGES**

Notwithstanding any contrary provision in this Lease, the City reserves the right to charge, in addition to Base Rent, Additional Rent, and other fees and charges under this Lease, fees and charges for miscellaneous items and services, including, but not limited to current and future taxes, fees and assessments, as well as any fees and charges assessed by the City in connection with the ordinary use of Port facilities that are equally applicable to all similarly situated parties.

#### Section 5.05 **SALES TAX**

The Company shall pay to City all sales and use taxes imposed by Florida Statutes Section 212.031 and any future amendments thereto, or other applicable Florida law in effect from time to time (collectively, the "Sales Tax"), on the Base Rent and Additional Rent due under this Lease and on any other payments required by this Lease to be made by the Company to or for the benefit of the City which are taxable under applicable Florida law. Such sales or use tax shall be due and payable concurrently with the payment of the Base Rent, Additional Rent, or other payment with respect to which such tax is required to be paid.

#### Section 5.06 **MODE OF PAYMENT**

The payment of all Base Rent, Additional Rent, Sales Tax, fees, and charges that become due and payable by the Company under this Lease shall be paid to the City of Pensacola without the City invoicing the Company. Payments shall be mailed or delivered to City of Pensacola Treasury Department, PO Box 12910, Pensacola, Florida 32521-0044, or to such other payment address as the City notifies the Company in writing. The City reserves the right to require that payment be made by wire transfer.

#### Section 5.07 **LATE FEE AND INTEREST**

If Base Rent, Additional Rent, or any other fee, charge or payment due and payable under this Lease by the Company to the City is not paid within thirty (30) calendar days after such Base Rent, Additional Rent, or other fee, charge or payment became due, a Late Fee of five percent (5%) of the amount due shall be due and payable to the City to compensate the City for its added expenses due to said late payment. Further, any Base Rent, Additional Rent, or other fee, charge or payment due and payable under this Lease by the Company to the City that is not paid within thirty (30) calendar days after its date due shall bear Interest at eighteen percent (18%) per annum, or the highest rate allowed by law, whichever is less, from the date due until the date paid in full.

#### Section 5.08 **PORT TARIFF**

Except as otherwise expressed herein, all provisions of the Port Tariff, as defined herein, shall remain in full force and effect.

**Section 5.09 WHARFAGE AND CARGO FEES**

Product manufactured, fabricated, or assembled at the Leased Premises may be subject to wharfage, cargo security and other cargo fees as outlined in the Port Tariff as directed by the Port Director. In order to effectively track cargo activity, the Company and any sublessee(s) shall submit a monthly activity report to the Port's Operations Division no later than the tenth (10th) day of each month for the previous month's activity using a report template provided by the City for this purpose.

END OF ARTICLE

## ARTICLE 6. PERFORMANCE GUARANTEE

The Company will provide an investment grade security or other means of collateral that may be acceptable to the parties to guarantee the performance of the lease term for a period of one (1) year. This security requirement shall expire after three (3) years of the anniversary of the final execution hereof.

Without limiting the generality of the foregoing, the initial term of such letter of credit or quick pay bond shall be for a term of three (3) years. The security can be called and shall be payable in full upon the Company's receipt of written certification by the City (1) that there exists an uncured Event of Default under this Lease by the Company.

The amount of such security shall at all times during the Lease Term be in an amount equal to fifty (50%) of the annual Base Rent payable to the City.

In the event City is required to draw down or collect against the Company's security for any reason, the Company shall, within ten (10) business days after City's written demand, either cause security to be replenished to its original value or provide a replacement security from another source so that the aggregate of letters of credit or quick pay bonds are equal to the total amount required above.

If the Company shall fail to obtain or keep in force such security required hereunder, such failure shall be grounds for immediate termination of this Lease by the City without notice to the Company or opportunity to cure such failure except as expressly provided in this Article, notwithstanding any other provision of this Lease. The City's rights under this Article shall be in addition to all other rights and remedies provided to City under this Lease.

END OF ARTICLE

## ARTICLE 7. INSURANCE AND INDEMNIFICATION

### Section 7.01 **REQUIRED INSURANCE**

Prior to the Effective Date, the Company shall procure and maintain insurance of the types and to the limits specified herein, all of which shall be in full force and effect as of the Effective Date.

As used in this Article, “the City” is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents.

The Company and the City understand and agree that the minimum limits of insurance herein required may become inadequate during the term of this Lease. The Company agrees that it will increase such minimum limits to the levels required by the City from time to time, within one hundred eighty (180) days following the receipt of written notice from the Port Director.

Insurance shall be procured from an insurer whose business reputation, financial stability, and claims payment reputation are satisfactory to the City in its sole discretion, for the City's protection only. The amounts, forms, and types of insurance required to be provided and maintained by the Company shall conform to the following minimum requirements:

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<b>Insurance Requirements</b>		
<b>Type</b>		<b>Amount</b>
(1)	Worker's Compensation and Employer's Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000 (including USL&H and Jones Act, if applicable)
(2)	Broad Form Commercial General Liability Policy to include coverage for the following (must include liability for marine vessels):	Combined Single Limit for Bodily Injury and Property Damage of \$5,000,000 per occurrence or its equivalent with an aggregate of not less than \$5,000,000
	(A) Premises Operations	
	(B) Independent Contractors	
	(C) Products/Completed Operations	
	(D) Personal Injury	
	(E) Contractual Liability	
	(F) Damage to Leased Premises	
(3)	Property Insurance including flood insurance for physical damage to the property of the Company, including improvements and betterments to the Leased Premises	Coverage for replacement value of property
(4)	Property Insurance for physical damage to the Facilities, including improvements and betterments to the Leased Premises, resulting from fire, theft, vandalism, windstorm, flood (if and to the extent any of the Facilities are located in a federally-designated special flood hazard area), and other risks commonly insured against for similar port improvements	Coverage for replacement value of Facilities
(5)	Automobile Liability (any automobile)	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence or its equivalent in excess of umbrella coverage, \$5,000,000 per occurrence or its equivalent in excess of umbrella coverage for vehicle(s) with access to the Air Operations Area.
(6)	Above Ground and/or Underground Storage Tank Liability (but only if such tanks exist at the Leased Premises)	\$10,000,000 per claim
(7)	Port Liability including coverage for premises, operations, products and completed operations and independent contractors.	\$10,000,000 per occurrence, combined single limit, written on an occurrence form
(8)	Pollution Legal Liability for transporting or handling hazardous materials or regulated substances	\$3,000,000 per occurrence, with an annual aggregate not less than \$5,000,000
(9)	Environmental Impairment Liability	\$3,000,000 per occurrence, with an annual aggregate not less than \$5,000,000

## Section 7.02 POLICY ENDORSEMENTS; COPIES OF POLICIES; CERTIFICATES OF INSURANCE

All insurance policies required by this Lease to be furnished by the Company shall be endorsed to provide that the insurance carrier shall give the City written notice at least thirty (30) days in advance of any cancellation, nonrenewal, or adverse change or restriction in coverage.

Each policy of property insurance shall be endorsed to name the City as an Additional Insured and Loss Payee, as its interest may appear, and each policy of liability insurance shall be

endorsed to name the City as an Additional Insured. In addition, this Lease and the Leased Premises shall be separately listed on each insurance policy.

Within five (5) days after the Effective Date (but in any event prior to the Company being permitted to take possession of any portion of the Leased Premises), and thereafter within five (5) days after the City's written requests from time to time, the Company shall furnish true and complete copies of all of the Company's insurance policies, forms, endorsements, jackets, and other items forming a part of, or relating to, all policies of insurance carried or required by this Lease to be carried by the Company with respect to the Leased Premises.

In addition, within five (5) days after the Effective Date (but in any event prior to the Company being permitted to take possession of any portion of the Leased Premises), and thereafter within five (5) days after the City's written requests from time to time, the Company shall provide to the City Certificates of Insurance evidencing all insurance carried or required by this Lease to be carried by the Company with respect to the Leased Premises. Each Certificate of Insurance shall provide that the insurance carrier shall give the City written notice least thirty (30) days in advance of any cancellation, nonrenewal, or adverse change or restriction in coverage. The City shall be named on each Certificate of property insurance as an Additional Insured and Loss Payee, as its interest may appear, and on each Certificate of liability insurance as an Additional Insured. In addition, this Lease and the Leased Premises shall be separately listed on each Certificate. Certificates of property insurance shall be provided on the "Certificate of Insurance" form equal to, as determined by the City, the most current ACORD 28 form. Certificates of liability insurance shall be provided on the "Certificate of Insurance" form equal to, as determined by the City, the most current ACORD 25 form. Any wording on a Certificate that would make notification to the City of cancellation, nonrenewal, or adverse change or restriction in coverage an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's authorized agent or employee. The name and address of the City on each policy and certificate of insurance required by this Lease shall be: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, Florida 32521. In addition, a copy of each Certificate of Insurance shall be sent to Port of Pensacola, Attn: Port Director, PO Box 889, Pensacola, Florida 32591.

The Company shall immediately replace any cancelled, adversely changed, restricted, or non-renewed policies with new policies acceptable to the City and shall provide to the City copies of all such new policies, as well as Certificates of Insurance regarding the new policies, prior to the effective date of such cancellation, nonrenewal, adverse change, or restriction. The Company's required insurance coverages shall be considered primary for all purposes, and all other insurance shall be considered as excess, over and above the Company's coverages.

Notwithstanding the primary coverage responsibility of the Company, the Company shall protect the indirect and direct interests of the City by at all times promptly complying with all terms and conditions of its insurance policies, including without limitation timely and complete notification of claims. All written notices of claims made to carriers that relate to the use, damage, impairment, or condition of the Leased Premises shall be copied to the City's Department of Risk Management at the following address: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, Florida 32521. An additional copy shall be sent to Port of Pensacola, Attn: Port Director, PO Box 889, Pensacola, Florida 32591.

**Section 7.03 INSURANCE OF THE COMPANY PRIMARY**

The insurance coverage required of the Company shall be considered primary, and all other insurance shall be considered as excess, over and above the Company's required coverage.

**Section 7.04 LOSS CONTROL, SAFETY, AND SECURITY**

The Company shall retain control over its employees, agents, servants, contractors, customers, guests, and invitees, as well as its and their activities on and about the Leased Premises and the manner in which such activities shall be undertaken; to that end, the Company shall not be deemed to be an agent of the City. Precaution shall be exercised by the Company at all times regarding the protection of all persons, including employees, and property. The Company shall make reasonable effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected. The Company and its employees, agents, servants, contractors, customers, guests, and invitees, shall at all times comply with all federal and State laws with respect to Seaport Security, including but not limited to, the Port of Pensacola Seaport Security Plan, current edition as amended from time to time or any successor thereto, as/when applicable to the Company's operations upon the Leased Premises and its use of Port facilities.

**Section 7.05 ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers that have a current A.M. Best rating of no less than A: X.

**Section 7.06 HOLD HARMLESS**

The Company, for itself and its successors and assigns, shall, and does hereby, covenant and agree to, FULLY AND FOREVER RELEASE, INDEMNIFY, DEFEND, and HOLD HARMLESS the City and its elected officials, employees, officers, directors, volunteers, and representatives, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, arbitration awards, regulatory actions, administrative actions, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including, but not limited to, personal or bodily injury, death, environmental remediation and damage, and property damage, made upon or suffered or incurred by the City directly or indirectly arising out of, resulting from, or related to any breach or default by the Company under this Lease, or the activities, acts or omissions of the Company, its successors or assigns under this Lease or at or within the Port, or arising or occurring in, on, under or about the Leased Premises during the Lease Term, including, but not limited to, any acts or omissions of the Company, its successors or assigns, including any of its or their respective agents, officers, directors, representatives, employees, consultants, contractors or subcontractors, and their respective officers, agents, employees, directors, and representatives. The indemnity provided for in this Section shall not apply to any liability resulting from negligence of the City, its officers, or employees in instances where such negligence causes personal injury, death, or property damage.

The Company shall fully and forever release, hold harmless, defend, and indemnify the City from all such costs, including, but not limited to, expert fees even though a jury may find the Company and the City jointly liable. But in the event the City is held liable for a claim, then in that event each of the parties bears their own costs, legal fees and expert fees for their liability.



The City shall, upon notice thereof, transmit to the Company every demand, notice, summons, or other process received in any claim or legal proceeding contemplated herein.

**Section 7.07 NON-LIABILITY OF THE CITY**

The City shall not, in any event, be liable to the Company or to any other person or entity for any acts or omissions of the Company, its successors, assigns, or sublessees or for any condition resulting from the operations or activities of the Company or any such person or entity.

Without limiting the generality of the foregoing, the City shall not be liable for the Company's failure to perform any of the Company's obligations under this Lease or for any delay in the performance thereof, nor shall any such delay or failure be deemed a default by the City.

**Section 7.08 PAYMENT ON BEHALF OF THE CITY**

The Company agrees to pay on behalf of the City, for all claims or other actions or items described in Section 7.06, "Hold Harmless." Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

**Section 7.09 NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing in this Article shall be deemed a change or modification in any manner whatsoever of the method, conditions, limitations, or restrictions of preserving, asserting, or enforcing any claim or legal liability against the City. This Article shall in no way be construed as a waiver, in whole or in part, of the City's sovereign immunity under the Constitution, statutes and case law of the State of Florida.

END OF ARTICLE

## ARTICLE 8. COMMON PORT FACILITIES; INSPECTION OF FACILITIES

### Section 8.01 USE OF COMMON FACILITIES

The City hereby grants to the Company, and to the Company's agents, employees, customers, guests, and invitees, the following general, nonexclusive privileges, uses, and rights, subject to the Rules and Regulations, the payment of all applicable fees and charges, and the terms, conditions, and covenants of this Lease:

(a) The general use by the Company of all Common Port Facilities.

(b) The right of ingress to and egress from the Leased Premises over and across public roadways serving the Port for the Company, its agents, employees, customers, guests, invitees, suppliers of services, furnishers of materials, and permitted sublessees/sublicensees.

The privileges, uses, and rights granted or permitted under this Article shall be exercisable only if and to the extent necessary in connection with the Company's business on the Leased Premises permitted under Article 4 above.

### Section 8.02 COMPLIANCE

The rights and privileges granted pursuant to Section 8.01 above shall be exercised subject to and in accordance with all laws (including without limitation all Environmental Laws), ordinances, Rules and Regulations, and Port policies of the United States, the State of Florida, Escambia County, the City of Pensacola and the Port, including without limitation the rules and regulations promulgated with reference to navigation, security, and all applicable charter provisions, rules, regulations, and ordinances of the City, now in force or hereafter prescribed or promulgated by charter authority or by law.

### Section 8.03 INSPECTION OF FACILITIES AND IMPROVEMENTS

The City reserves the right to enter the Leased Premises during normal business hours with three (3) business days prior notice to the Company, unless in the event of an emergency in which event no prior notice is required, for the purpose of inspecting same or verifying that Environmental Laws, fire regulations, safety regulations, and other applicable laws, rules and regulations, as well as the provisions contained in this Lease, are being adhered to by the Company. During its presence in the Leased Premises, the City shall make reasonable efforts to avoid undue interference with the Company's operations.

END OF ARTICLE

## ARTICLE 9. ACCEPTANCE AND CONDITION OF LEASED PREMISES

THE COMPANY HAS INSPECTED AND EXAMINED ALL OF THE LEASED PREMISES, INCLUDING WITHOUT LIMITATION THE FACILITIES AND ALL OTHER BUILDINGS, STRUCTURES, IMPROVEMENTS, FACILITIES, AND INFRASTRUCTURE. THE PARTIES AGREE THAT THIS LEASE IS GRANTED BY THE CITY, AT THE COMPANY'S REQUEST, AND THAT THE LEASED PREMISES AND ALL PORTIONS THEREOF SHALL BE AND HEREBY ARE ACCEPTED BY THE COMPANY IN THEIR "AS IS" CONDITION.

THE COMPANY HEREBY ACKNOWLEDGES AND AGREES THAT THE CITY LEASES THE LEASED PREMISES, INCLUDING ALL PORTIONS, PARTS, AND COMPONENTS THEREOF, TO THE COMPANY, AND THE COMPANY ACCEPTS THE LEASED PREMISES, AS IDENTIFIED IN EXHIBIT A OF THIS LEASE, FROM THE CITY, "AS IS, WHERE IS AND WITH ALL FAULTS" AS IDENTIFIED BY THE CITY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, OF ANY KIND WHATSOEVER, AND SUBJECT TO ALL DEFECTS, LATENT AND PATENT. THE CITY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR, MAINTAIN, RENOVATE OR OTHERWISE INCUR ANY COST OR EXPENSE WITH RESPECT TO THE LEASED PREMISES OR ANY PORTION THEREOF UNLESS AND EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE.

THE COMPANY'S TAKING POSSESSION OF THE LEASED PREMISES SHALL BE CONCLUSIVE EVIDENCE OF THE COMPANY'S ACCEPTANCE THEREOF IN AN "AS IS" CONDITION AND THAT THE COMPANY DEEMS THE LEASED PREMISES SUITABLE FOR THE PURPOSES FOR WHICH THEY ARE BEING LEASED.

THE CITY MAKES NO REPRESENTATIONS REGARDING THE CONDITION OF THE LEASED PREMISES AND NO PROMISES TO IMPROVE THE SAME. ANY SUCH REPRESENTATIONS OR PROMISES PREVIOUSLY MADE, IF ANY, SHALL NOT BE BINDING UPON THE CITY UNLESS EXPRESSLY CAPTURED AND DETAILED IN THIS LEASE AGREEMENT.

END OF ARTICLE

## ARTICLE 10. CONSTRUCTION BY THE COMPANY

### Section 10.01 **GENERAL REQUIREMENTS**

The Company shall not construct, alter, remodel, renovate, remove, or demolish improvements on the Leased Premises without the prior written approval of the City, which approval shall not be unreasonably withheld, minor non-structural modifications by the Company that are in due course of manufacturing within the lease premises as defined in Section 2.01, excepted. The Company shall further have the right to install and or construct any free-standing improvements within the Leased Premises it wishes provided same are properly permitted.

In the event that the Company desires to construct, alter, remodel, renovate, remove, or demolish any improvements on the Leased Premises, it shall submit to the Port Director plans and specifications and a construction time schedule for such work prepared by Florida-registered architects and engineers, such other information and documents as may be required by the Port Director, all of which shall be in sufficient detail for the Port Director, to determine, whether or not the proposed work is consistent with the Company's use of the premises as defined in Section 4.01. But in any event the approval of proposed construction, remodel, renovation, removal or any other improvements for the Company business shall not be unreasonably withheld, provided the proposed work is deemed to be consistent with Section 4.01 of this lease. Upon pre-approval of reasonable estimated expenses as further described below, the Company will reimburse the City upon demand for the out of pocket expenses incurred by the City to review and act upon the Company's request, which expenses may include without limitation the fees and expenses of architects, engineers, attorneys and other professionals. Prior to engaging professionals or incurring other expenses, the City shall provide an estimate of those costs to the Company, and should the Company wish to continue its request, then the Company must approve of the expenses estimated to be incurred prior to incurring any responsibility for costs. The Port Director, acting on behalf of the City, shall have a total of thirty (30) days to provide written approval or disapproval of such work.

The Company shall not commence any such work unless and until the City, through the Port Director, has given its written approval of such work, and the Company has provided to the Port Director any payments, bonds and/or securities as required herein below.

Lessee shall be solely responsible for payment of all hard and soft costs of such work, and, prior to commencement of any work on the Leased Premises Lessee shall provide Lessor with reasonably satisfactory evidence of Lessee's ability to pay the costs of such work as and when due.

Further, prior to the commencement of any such work, the Company shall procure and provide to the Port Director any and all additional approvals of such work and/or the plans and specifications for such work required by any federal, state, water management district, county, or municipal government, or authority, agency, officer, department, or subdivision thereof, having jurisdiction with respect to such work, and shall obtain and provide to the Port Director any and all requisite development, building and construction licenses, orders, permits, and approvals.

The Company shall be solely responsible for obtaining and paying the costs of obtaining all required licenses, orders, permits, and approvals for such work.

All such work shall conform to the plans and specifications, construction timetable and other documentations submitted to the City by the Company; all conditions and requirements imposed by the City as a condition of its approval, including but not limited to applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including but not limited to the Rules and Regulations and the federal Americans with Disabilities Act and regulations thereunder. In no event shall the approval of the City required by this Article be deemed to be any acknowledgement by the City that such work or any plans, specifications, or other information or documentation submitted to the City complies or will comply with applicable laws, codes, ordinances, rules, and regulations, including but not limited to those of the City of Pensacola, and shall not relieve Lessee from obtaining all required governmental authorizations, permits and approvals, including but not limited to authorizations, permits and approvals required by the ordinances, codes, rules and regulations of the City of Pensacola, all of which shall be obtained prior to the commencement of such work. Further, the City, by giving its approval of such work, assumes no liability or responsibility therefor or for any defects in such plans and specifications or for any defects in any of such work.

Upon the commencement of any work permitted under this Article, Lessee shall thereafter diligently and continuously prosecute such work to completion within a reasonable time. Lessee shall cause all work on the Leased Premises to be performed and constructed by appropriately licensed contractors, with high quality, new materials, in a good and workmanlike manner, and pursuant to valid building permits. All IMPROVEMENTS (expressly excluding, however, movable office furniture and trade fixtures, and trade equipment) installed or constructed on the Leased Premises by the Company shall be deemed to be the sole property of the Company during the term of this Lease. Upon expiration of the lease all improvements shall remain upon and be surrendered with the Leased Premises upon the expiration or termination of this Lease. Lessee shall indemnify, defend and hold Lessor free and harmless from and against any and all liabilities, claims, demands, lawsuits, administrative proceedings, loss, and damages or any kind, including but not limited to attorneys' fees and costs, arising out of any work done or material supplied to the Leased Premises by or at the request of Lessee.

Prior to commencement of any work on the Leased Premises for a total cost (both hard and soft costs, as estimated by the City) in excess of Twenty-Five Thousand Dollars (\$25,000.00), Lessee shall provide to the Lessor payment bonds obtained by each general or sub-contractor of Lessee ensuring performance of that general contractor's obligations under the construction contract between that general contractor and the Lessee and payment of that contractor's subcontractors and suppliers with respect to the construction, alteration, removal or demolition of any improvements. Each of the bonds must (i) be issued by a Qualified Surety (hereinafter defined), (ii) be in form and substance satisfactory to the Lessor, (iii) run in favor of the Lessor, (iv) be in the amount of the total cost of constructing, altering, removing or demolishing, as the case may be, the improvements as approved by the Lessor, as such cost is stipulated in the construction contract between the Lessee and its general contractor, and (v) conform to the provisions of Section 255.05, Florida Statutes, whether or not such statute applies to such work, and any other statutory requirements. A "Qualified Surety" is a corporate surety or insurer authorized to do

business, and to issue bonds for construction payment and performance, in the State of Florida and possessing a rating of A/VIII or better in A.M. Best's Insurance Reports.

Upon completion of all renovations, construction, alterations, or improvements on the Leased Premises, the Company shall provide to the Port Director an accurate and complete conformed set of "as built" plans and specifications, certified by the appropriate contractor(s) and design professional(s), and a copy of the government-issued Certificate of Occupancy, if required for such work.

#### **Section 10.02 CONSTRUCTION REQUIREMENTS**

Immediately upon receipt of all approvals by the City required by this Lease and all permits and approvals required by all federal, state, and local governmental units and agencies having jurisdiction, the Company shall proceed with construction of said improvements. Work shall not be performed on days or at times other than those approved in writing by the Port Director.

The Company shall construct all improvements and additions to the Leased Premises at its own expense. Although the City has the right to review proposed improvement plans, and not approve the plans if the plans are inconsistent with the Company's use of the leased premises, and construction quality and design control within the norms of the proposed construction or improvements, pursuant to the standards set forth above, if the City does approve the improvement plans, and the Company thereafter constructs the improvements, the improvements shall be commissioned and constructed at the Company's sole initiative and behest, and nothing herein shall be construed as an authorization by City to the Company to construct the improvements, or as an agreement by City to be responsible for paying for the improvements, and neither the Leased Premises, including those structural improvements constructed in compliance with Section 4.01 herein, nor the City's interest in said Leased Premises, shall be subjected to any construction lien for any improvements constructed by the Company hereunder.

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

The City shall, at any period during construction of the Company's improvements, alterations, or additions, have the right, but not the obligation, to inspect any or all construction work, workmanship, material and installation involved in, or incidental to, the construction or installation of the improvements, alterations, or additions, for conformance with the applicable standards set forth in this Lease and within normally acceptable industry practices, provided that such inspection shall not include internal work that is exclusively of an operations (non-structural) nature, and provided further that no such inspections shall be deemed to constitute consent to or approval of any such work.

Immediately upon completion of any improvements, alterations, or additions, the Company shall submit to the City a detailed, certified statement from the construction contractor(s), architect(s), and engineer(s) specifying the total construction costs, both hard costs such as building contractor and material costs and soft costs such as architect fees, financing costs, bond costs,

letter of credit fees, attorney fees to review and negotiate construction contracts and resolution of construction issues and for loan closing, and design and closing costs, but excluding debt service.

END OF ARTICLE

## ARTICLE 11. LIENS PROHIBITED

Notwithstanding any other provision of this Lease, the City's fee simple estate and interest in the Leased Premises shall not be subject to any lien, statutory or otherwise, by reason of any improvements constructed or altered upon, removed from, or demolished on the Leased Premises or work, labor, services or materials performed upon or supplied to the Leased Premises, by or upon the order or request of the Company or its agents, employees or contractors, or any permitted sublessee of the Company, or anyone acting by, through or under the Company. The Company shall include written notice of the foregoing in all contracts for the furnishing of labor, services or materials to or on the Leased Premises. All persons performing labor or service or furnishing materials to the Leased Premises on the order of the Company must look solely to the Company for payment. The Company shall keep the Leased Premises and improvements free from any construction liens, mechanics liens, vendors liens or any other liens or claims arising out of any work performed, materials furnished or obligations incurred by or at the request of the Company or its employees, contractors, or anyone acting by, through or under the Company, all of which liens and claims are hereby expressly prohibited, and the Company shall defend, indemnify and hold the City harmless from and against any such lien or claim or action thereon, together with costs of suit and reasonable attorneys' fees and costs incurred by the City in connection with any such lien, claim or action. In addition to complying with all requirements of Article 10 above, before commencing any work of any kind on or to the Leased Premises, the Company shall give the City at least ten (10) business days' written notice of the proposed work and proposed commencement date in order to afford the City an opportunity to post appropriate notices of non-responsibility.

END OF ARTICLE



## ARTICLE 12. MAINTENANCE AND REPAIR

### Section 12.01 **TRIPLE NET LEASE**

This Lease constitutes a triple net lease of the Leased Premises and, notwithstanding any language herein to the contrary, it is intended and the Company expressly covenants and agrees that all Base Rent, Additional Rent, and other payments herein required to be paid by the Company to the City shall be absolutely net payments to the City, meaning that, during the Lease Term, the City is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the use, occupancy, operation, maintenance, preservation, repair, restoration, protection, or insuring of the Leased Premises, or any part thereof, notwithstanding any contrary provision in this Lease.

### Section 12.02 **COMPANY RESPONSIBILITIES**

Notwithstanding the provisions of any previous lease of any of the Leased Premises or any previous course of dealing, course of performance, or understanding between the City and the Company, the Company shall, throughout the Lease Term of this Lease, be solely and entirely responsible for all costs and expenses for, related to or arising out of the use, operation, repair, maintenance and replacement of the Leased Premises, including but not limited to, the Facilities, all buildings, improvements, pavement, fencing, landscaping, irrigation, foundations, utility lines, doors, locks, windows, ceilings, partitions, walls, interior and exterior lighting, roofs, drainage installations, curbs, islands, sidewalks, driveways, parking areas, and improvements thereon and all components thereof, whether such repair, maintenance or replacement be ordinary, extraordinary, structural, or otherwise. Additionally, without limiting the foregoing, the Company shall:

(a) At all times perform commercially reasonably routine maintenance and preventive maintenance of the Leased Premises, the Facilities, and all buildings, improvements, and pavement on the Leased Premises and all components thereof and maintain all of the foregoing in a good and clean condition, repair and preservation;

(b) Replace or substitute any fixtures, equipment and components that have become inadequate, obsolete, worn out, unsuitable, or undesirable with replacement or substitute new fixtures, equipment and components of equal or greater value, free of all liens and encumbrances, that shall automatically become a part of the buildings and improvements;

(c) At all times keep the Leased Premises' grounds, pavement and exterior of the Leased Premises, its buildings and improvements, fixtures, landscaping, equipment, and personal property in a maintained, clean, and orderly condition and appearance;

(d) Provide, and maintain in good working order, all obstruction lights and similar devices, fire protection and safety equipment, and all other equipment of every kind and nature required by applicable laws, rules, orders, ordinances, resolutions, or regulations of any competent authority, including the City and the Port Director, provided that such rules, regulations, and ordinances shall be applicable in a non-discriminatory manner to all similarly situated parties;

(e) Observe all insurance regulations and requirements concerning the use and condition of the Leased Premises for the purpose of reducing fire hazards and increasing the safety of the Company's operations on the Port;

(f) Repair any damage to paving or other surfaces of the Leased Premises or the Port caused by the Company, its employees, agents, sublessees, licensees, contractors, suppliers, guests or invitees as the result of any oil, gasoline, grease, lubricants, flammable liquids, or substances having a corrosive or detrimental effect thereon or as the result of any cause whatsoever; but in no event shall this relieve the City of its' obligations to maintain the land not a portion of the leased premises in good working order for the operations of the Company's business as defined in Section 2.01;

(g) Comply with the Port's Storm Water Pollution Prevention Plan and plan and take measures to prevent erosion;

(h) Be responsible for the maintenance and repair of all utility services lines upon and serving the Leased Premises, including, but not limited to, water and gas lines, electrical power and telephone conduits and lines, sanitary sewers, and storm sewers;

(i) Keep and maintain all vehicles and equipment operated on the Port by the Company in safe condition, good repair, and insured, as required by this Lease;

(j) Replace broken or cracked plate glass, paint/repaint structures upon the Leased Premises, regularly mow all grass within the Leased Premises, and weed and maintain any landscaping retain or installed by the Company on the Leased Premises; and

(k) Provide and use suitable covered metal receptacles for all garbage, trash, and other refuse; assure that boxes, cartons, barrels, or similar items are not piled in an unsightly, unsafe manner on or about the Leased Premises; provide a complete and proper arrangement, satisfactory to the Port Director, for the adequate sanitary handling and disposal away from the Port, of all trash, garbage, and refuse resulting from operation of the Company's business.

#### **Section 12.03 SAFE, CLEAN AND ORDERLY OPERATION**

During the term of this Lease, the Company agrees to maintain all portions of the Leased Premises, and any improvements, alterations, or additions thereon, in a safe, clean, and neat condition, and not permit any accumulation of wreckage, debris, or trash. The Company agrees to provide for complete, proper and adequate sanitary handling and disposal, away from the Port, of all trash, garbage, waste and other refuse caused as a result of the Company's operations; to provide and use suitable covered metal receptacles, to be approved by the Port Director, for all trash, garbage and other refuse on or about the Leased Premises, and not to pile boxes, cartons, carts, drums, or the like on the outside of the buildings, or dump any waste matter of any nature, in a liquid state or otherwise, on the Leased Premises nor to permit contamination of the Port's stormwater or sanitary sewer systems.

The Company agrees to promptly install, without cost or expense to the City, any other device or devices for the handling and disposition of refuse and all manner of waste (liquid or otherwise) as may reasonably be required by the City or the Port Director.

Should the Company fail to comply with the terms and conditions of this Article within a period of thirty (30) days following written notice of such failure, or for those items that cannot be reasonably cured within 30 days, or the Company fails to diligently pursue remediation of the failure, the city reserves the right to take any action to cure said failure. Should the City take action to cure failures, the Company shall pay to the City an amount equal to the City's cost for such actions. Said payment is Additional Rent and is to be made by the 10th day of the following month in addition to any other payments.

#### Section 12.04 **OTHER SERVICES**

At its own expense the Company shall provide interior and exterior painting, janitorial, trash removal and all other services necessary or desirable for the operation of the Company's business on the Leased Premises permitted under Article 4 above. The Port provides 24/7/365 controlled gate access to the Port facility as well as a roving patrol during normal operating hours. Should the Company require specialized security services at its Leased Premises, the Company must contract for same separately and may engage any properly licensed security services provider for the provision of same.

#### Section 12.05 **QUARTERLY CONDITION SURVEYS**

The Port's Maintenance Superintendent or other Port representative as designated by the Port Director, together with a representative of the Company may, at the City's option, inspect the Leased Premises quarterly to observe and note its condition, cleanliness, and existing damage and to determine required repairs and maintenance, provided that such inspections do not materially interfere with the Company's use of the Leased Premises. Neither the City's inspection of the Leased Premises nor the City's failure to inspect the Leased Premises shall relieve the Company of any of its obligations under this Lease or applicable law.

#### Section 12.06 **PERFORMANCE**

In the event that the Company refuses or fails to undertake and complete any maintenance, repair or replacements within thirty (30) days after written notice from the Port Director or, in the event of exigent circumstances, such lesser time as the Port Director specifies in such written notice, then and in any such event the City shall have the right, but not the obligation, to perform such maintenance, repair or replacement on behalf of and for the Company. The costs of such maintenance, repair or replacement, plus twenty-five (25.0%) percent for administration, shall be reimbursed by the Company to the City no later than 30 days following receipt by the Company of written demand from the City for same.

#### Section 12.07 **UTILITIES**

The Company shall, at no cost to the City or Port, arrange for all utilities necessary to serve the Leased Premises and promptly pay when due all the utilities costs incurred with respect to the Leased Premises. The Company shall pay or cause to be paid any and all charges for water, heat, gas, electricity, sewer, telephone, internet, cable, and any and all other utilities used on the

Leased Premises throughout the Lease Term, including, but not limited to, any connection fees and any and all additional third party costs related to utility connection, metering, maintenance, repair, and usage.

The Company shall be responsible for the maintenance and repair of all exterior telephone, internet, cable, water, gas, sewer, and electrical utility lines required for the Leased Premises commencing at the point(s) where said utilities enter upon the Leased Premises. The City shall have no obligations related to said maintenance and repair. The Company shall coordinate any required maintenance and repair with the appropriate utility company and the office of the Port Director.

The City reserves to itself the right, at its expense, to install, maintain, repair, replace, or remove and replace water and sewer pipes, electrical lines, cable lines, internet lines, gas pipes, and any other utilities or services located on the Leased Premises as necessary or appropriate, in the City's judgment, to make such utilities available to the City or other tenants, together with the right to enter the Leased Premises at all reasonable times in order to accomplish the foregoing, provided, however, that (i) the City shall not disrupt the operations of the Company without prior written approval of the Company and shall take reasonable precautions to avoid the disruption of the Company's authorized activities; (ii) the alteration and additions after installation do not lessen the utilities previously available to the Company; (iii) the City and/or the ultimate user of such utilities will be responsible to repair and maintain such utilities; and (iv) such utilities will be separately metered for different users.

Throughout the Lease Term, the Company shall not render any utility lines inaccessible.

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## **Section 12.08 UTILITIES SUPPLY OR CHARACTER**

The City shall not be liable in any way to the Company for any failure or defect in the supply or character of electrical energy, internet service, cable service, gas, water, sewer, or other utility service furnished to the Leased Premises by reason of any requirement, act, or omission of the City in its capacity as a utility provider or of any public utility providing such service or for any other reason. The City shall have the right to shut down electrical and other utility services to the Leased Premises when necessitated by fire, safety or emergency exigencies, and in advancement of and consistent with the provisions of Section 12.07 herein above whether the need for such utility work arises with respect to the Leased Premises or any other facility at the Port. Whenever reasonable under the circumstances, the City shall give the Company not less than five (5) days' prior notice of any such utility shutdown. In no event shall the planned loss of utility services occur during normal manufacturing hours without the express knowledge and written consent of the Company. The City shall not be liable to the Company for any losses, including the loss of income or business interruption, resulting from any interruptions or failure in the supply of any utility to the Leased Premises whether said utility supply is controlled by the City or by a public utility provider.

END OF ARTICLE

## ARTICLE 13. TITLE TO IMPROVEMENTS AND PERSONAL PROPERTY

### Section 13.01 **TITLE TO IMPROVEMENTS**

Title to all buildings, structures, pavement, and other improvements presently existing upon the Leased Premises or any part thereof is vested in the City. Improvements made upon the leased premises by the Company, except those structural improvements constructed in compliance with Section 4.01 herein, shall for financial purposes, be owned and claimed by the Company during the term of this lease.

Title to all buildings, structures, pavement, and other improvements not considered to be trade fixtures or personal property of the Company constructed or installed on the Leased Premises by the Company during the Lease Term, shall become vested in the City immediately and automatically upon completion thereof, without notice to the Company or any action by the City.

### Section 13.02 **TITLE TO PERSONAL PROPERTY**

Except as otherwise provided in this Section 13.02, all trade fixtures and equipment and other business personal property installed or placed by the Company, at its sole expense, in the Leased Premises that can be removed without structural damage to the Leased Premises or any other City-owned property shall remain the property of the Company, subject, however, to the provisions of this Section 13.02, unless otherwise provided in subsequent agreements between the Company and the City. The Company shall have the right at any time during the Lease Term and prior to its expiration or earlier termination of this Lease to remove any and all of said property from the Leased Premises. The Company shall promptly repair or pay for all damages, if any, resulting from such removal. All City property damaged by or as a result of removal of the Company's property by the Company shall promptly be restored at the Company's expense to substantially the same condition as it was prior to such damage.

Notwithstanding the foregoing, any and all property not removed by the Company prior to the expiration of the Lease Term or the earlier termination of this Lease shall become a part of the land upon which it is located and title thereto shall automatically vest in the City with prior written notice to the Company within ten (10) days of suggested transfer of ownership. The City reserves the right to remove and dispose of any or all of such property not removed by the Company prior to the expiration of the Lease Term or earlier termination of this Lease, without any liability or obligation to the Company.

The provisions of this Section shall survive the expiration of the Lease Term or earlier termination of this Lease, as the case may be, and shall be fully enforceable by the City against the Company notwithstanding the termination of this Lease.

END OF ARTICLE

## ARTICLE 14. ENVIRONMENTAL COMPLIANCE

### Section 14.01 ENVIRONMENTAL LAWS

The Company shall, at all times, abide by all Environmental Laws applicable to, concerning, or arising from the Company's actions or inactions resulting directly or indirectly from its occupancy, use, or lease of the Leased Premises, including, without limitation, state and federal laws regulating storm water runoff contamination and pollution prevention, numeric nutrient criteria requirements, state and federal laws regulating soil, water, and groundwater quality, and state and federal laws regulating air quality. Prior to the beginning of any Lease Term, the Company shall identify in writing to the Port Director and its Fire Department all Hazardous Substances that are or may be used in the course of its occupation of the Leased Premises. This list shall be updated by Company in March of each year and include quantities of materials stored on the Leased Premises. The City shall have the right to inspect the Leased Premises at any reasonable time to ensure compliance with Environmental Laws and the provisions of this Article.

The City, acting through its Port Director, has the right to limit the amount of Hazardous Substances used and stored on the Leased Premises that are not reasonably used in the course of manufacturing for the authorized purposes herein.

The Company shall comply with the Port's Storm Water Pollution Prevention Plan and all amendments thereto irrespective of whether it has its own Storm Water Pollution Prevention Plan.

The Company shall not, directly or indirectly, allow the disposal or discharge of Hazardous Substances on the Leased Premises or other Port property, but in no way does this prohibit material to be properly stored in the Leased premises consistent with the proposed use of the premises and consistent with all applicable laws governing storage of same.

The Company shall be solely responsible for the payment of any and all fines, fees, penalties, assessments or citations issued as a result of the Company's failure to comply with applicable environmental laws whether such fine, fee, penalty, assessment or citation be issued to the Company directly or the City or Port as the property owner.

### Section 14.02 ENVIRONMENTAL CONDITIONS

The City represents and warrants to its actual knowledge without independent investigation that:

- (i) it has not received any notice of violation of any environmental laws with respect to the Leased Premises.
- (ii) it has not been a party to any actions, suits, proceedings or damage settlements related in any way to contamination in, upon, over or from the Leased Premises; and
- (iii) the Leased Premises is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites, CERCLIS, or any other list of hazardous sites maintained by any federal, state or local government agency.

### Section 14.03 REMEDIATION OF ENVIRONMENTAL CONDITIONS

If, following the vacating, abandonment or surrender of the Leased Premises or any portion thereof by the Company, an assignee or a sublessee, the City has reason to believe any contamination of the leased premises occurred during the lease term, the City may at its own cost and expense undertake any environmental site assessment(s) need to verify the existence and extent of any such contamination. Should any contamination attributable to the activities of the Company, an assignee or a sublessee be confirmed, the responsible party shall be required to perform any and all assessments, remediation, and/or monitoring activities required by law at its sole cost and expense.

#### Section 14.04 **ENVIRONMENTAL REPORTS**

The Company promptly shall provide to the Port Director, on an ongoing basis and as updates are required, copies of all Company environmental permits and reports related to the Leased Premises, as well as any notices, orders, decrees, citations, or inspection reports issued by environmental regulatory authorities.

#### Section 14.05 **SURVIVAL OF OBLIGATIONS**

The obligations of this Article shall survive the expiration, termination, and full or partial assignment of this Lease, as well as the sublease of all or any portion of the Leased Premises.

#### Section 14.06 **NPDES AND SWPPP**

The Company shall comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) program delegated by the United States Environmental Protection Agency (EPA) to the state of Florida and administered in part by the Florida Department of Environmental Protection (FDEP). The City and the Company are required to be covered by a Multi-Sector Generic Permit (MSGP) which is currently identified as “co-located permittees,” and the Company shall submit the required Notice of Intent (NOI) to FDEP and provide a copy of the NOI and related Storm Water Pollution Prevention Plans (SWPPP) to the City. The Port Administrative Office maintains copies of the most current SWPPP for tenants. All tenants and users (including the Company) are responsible for obtaining and maintaining a current copy of the SWPPP, as well as informing and familiarizing their employees, agents, contractors, and visitors of the SWPPP contents and their responsibilities thereunder. The City has control over the establishment and implementation of all policies relating to storm water associated with port docks and tenant areas, including the Leased Premises. All tenants and users (including the Company) shall comply with the most current SWPPP and with the most current Best Management Practices (BMPs) applicable to their facilities and operations contained in the document entitled "Port Pensacola BMPs for Potential Pollutant Sources," copies of which are available from the Port Director.

END OF ARTICLE



## ARTICLE 15. EVENTS OF DEFAULT; REMEDIES; TERMINATION

### Section 15.01 COMPANY EVENTS OF DEFAULT

The occurrence of any one or more of the following events (each such event being referred to in this Lease as an “Event of Default”) shall constitute a material default and breach of this Lease by the Company:

- (a) The Company fails to make any monetary payment required to be made by the Company hereunder, as and when due; or
- (b) The Company fails to observe, keep, or perform the terms, covenants, agreements, and conditions of any of Articles 4, 6, 7, 10, 19, or 23, or Sections 21.03 or 26.24 of this Lease; or
- (c) The Company fails to observe or perform any covenant, condition or provision of this Lease to be observed or performed by the Company, other than as described in subparagraph (a) or (b) above or subparagraphs (d), (e), (f), (g), or (h) below, and such failure shall continue for a period of thirty (30) days after written notice thereof by the City to the Company; provided, however, that if the nature of such failure is such that more than thirty (30) days are reasonably required for its remedy or cure, then such 30-day period shall be extended for up to thirty (30) additional days provided that the Company begins such remedy or cure within such 30-day period and thereafter diligently and continuously prosecutes such remedy or cure to completion within such additional 30-day period; or
- (d) The Company files a voluntary petition in bankruptcy or any petition or answer seeking or acquiescing in any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or other relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or an order for relief is entered in an involuntary bankruptcy case filed against the Company; or the Company seeks or consents to or acquiesces in the appointment of any trustee, custodian, receiver or liquidator of itself or of all or any part of its assets or any interest therein; or the Company shall make a general assignment for the benefit of its creditors; or the Company commits any act providing grounds for the entry of an order for relief under any chapter of the federal bankruptcy code; or
- (e) A petition or case is filed against the Company seeking any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or other relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, custodian, receiver or liquidator of the Company or of all or any part of its assets or any interest therein, and such petition, case or appointment is not dismissed within sixty (60) days after such filing or appointment; or
- (f) The Company fails to comply with the Port’s Storm Water Pollution Prevention Plan and all amendments thereto; or

(g) The Company abandons all or any material part of the Company's business on the Leased Premises permitted under Article 4 above or ceases to conduct all or any material part of the Company's business at the Leased Premises permitted under Article 4 above for forty-five (45) days during any period of ninety (90) consecutive days; or

(h) The Company, its assignees, sublessees, contractors or subcontractors, employs or contracts with or for work or services performed on or from the Leased Premises, any unauthorized alien as described by Section 274(e) of the federal Immigration and Nationalization Act. Failure to comply with this paragraph (h) shall not constitute a material breach by the Company, provided the Company has undertaken reasonable efforts to ensure compliance with the Act through its practices and policies.

#### Section 15.02 **REMEDIES.**

Upon the occurrence of any Event of Default, the City may at any time thereafter, with or without notice or demand (except as expressly specified in Section 17.01 above or elsewhere in this Lease), and without limiting the City in the exercise of any right or remedy that the City may have by reason of such Event of Default:

(a) Terminate the Company's right to possession of the Leased Premises by any lawful means, in which case this Lease shall terminate and the Company shall surrender possession of the Leased Premises to the City within the provisions of the lease termination. In such event the City shall be entitled to recover from the Company all damages incurred by the City by reason of the Company's default, including but not limited to the cost of recovering possession of the Leased Premises; cost of repairs for any and all damages to the Leased Premises, ordinary wear and tear excepted; cost of any repairs or improvements required to bring the Leased Premises up to code and obtain an Certificate of Occupancy, if said Leased Premises is left in an untenable state by the Company; and the worth at the time of award by the court having jurisdiction thereof of (i) the amount of unpaid Rent and other unpaid amounts under this Lease which had been earned at the time of termination, (ii) the unpaid Rent and other amounts under this Lease which would have been earned after termination until the time of award. The worth at the time of award of the sums referred to in clauses (i) and (ii) above shall be computed by allowing interest from the due date at the greater of five percent (5%) per annum or the legal rate applicable to money judgments entered by the courts of the State of Florida.

(b) Without terminating this Lease, enter and repossess the Leased Premises, remove the Company's property and signs therefrom, and re-let the same for such rent and upon such terms as shall be satisfactory to the City without such re-entry and repossession working a forfeiture of the Rent and other amounts to be paid and prior to the lease termination, the covenants to be performed by the Company during the remaining Lease Term. For the purpose of such re-letting, the City shall be entitled to make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient, and the City shall be entitled to recover from the Company the cost of repairs for any and all damages to the Leased Premises, ordinary wear and tear excepted; and, cost of any repairs or improvements required to bring the

Leased Premises up to code and obtain an Certificate of Occupancy, if said Leased Premises is left in an untenable state by the Company.

(c) Maintain the Company's right to possession, in which case this Lease shall continue in effect whether or not the Company shall have abandoned the Leased Premises. In such event the City shall be entitled to enforce all of the City's rights and remedies under this Lease, including the right to recover Rent and other amounts as they become due hereunder.

(d) Pursue any other remedy now or hereafter available to the City at law or in equity under the laws or judicial decisions of the State of Florida, including without limitation any right or remedy available to a creditor under the Uniform Commercial Code.

#### **Section 15.03 RIGHTS AND REMEDIES OF THE CITY CUMULATIVE**

All rights and remedies of the City herein created or otherwise existing or arising at law or in equity by reason of any Event of Default are cumulative, and the exercise of one or more rights or remedies shall not operate to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently. Further, failure by the City to take any authorized action upon the occurrence of an Event of Default shall not be construed to be or act as a waiver of said Event of Default or of any subsequent Event of Default. The City's acceptance of Base Rent, Additional Rent or other amounts or payments by the Company for any period or periods after the occurrence of an Event of Default shall not be deemed a waiver of such Event of Default or a waiver of or estoppel to enforce any right or remedy on the part of the City arising or existing by reason of such Event of Default.

END OF ARTICLE

## ARTICLE 16. HOLDING OVER

It is agreed and understood that any holding over by the Company, with the City's written consent, after the termination of this Lease, shall not serve to renew and extend same, but shall operate and be construed as a tenancy from month-to-month, subject to all terms and conditions of this Lease, including without limitation all Rent provisions.

Should the Company hold over without the City's written consent, the Company agrees to pay to the City, as monthly Rent during such period of holding over, for such Leased Premises for each month until the Company completely vacates the Leased Premises, two hundred percent (200%) of the sum of (i) Base Rent payable for the last month of the Lease Term, including without limitation applicable taxes and (ii) all Additional Rent and other fees and charges required by this Lease or by City ordinance to be paid by the Company.

The Company shall be liable to the City for all loss or damage resulting from such holding over against the City's will after the termination of this Lease, whether such loss or damage may be contemplated at this time or not. It is expressly agreed that acceptance of the foregoing rental by the City, in the event that the Company fails or refuses to surrender possession, shall not serve to grant the Company any right to remain in possession beyond the period for which such amount has been paid nor shall it constitute a waiver by the City of its right to immediate possession thereafter.

END OF ARTICLE

## ARTICLE 17. ASSIGNMENT AND SUBLEASE

### Section 17.01 LEASE ASSIGNMENT

The Company shall not assign this Lease or the Company's interest in or to the Leased Premises, or any part thereof, without first having obtained the City's prior written consent which consent may be given or withheld in the City's sole and absolute discretion; provided, however, that this section is not intended to apply to or prevent the assignment of this Lease, in its entirety, to any corporation or other entity with which the Company may merge or to an Affiliate or Subsidiary. Should there be an internal assignment by the Company of the lease to an entity that has common ownership or is otherwise an affiliated entity, then no approval by the City is required, but the Company shall provide ten (10) days advance notice to the intent to assign. Nothing in this provision shall impair the responsibilities of the Company to the City until the City provides approval of the assignment. Without limiting the foregoing, it is a precondition to City review and approval of a requested assignment of this Lease that there shall then exist no uncured Event of Default nor any event or state of facts which with notice or the lapse of time, or both, would constitute an Event of Default. Any transfer of more than fifty percent (50%) of the equity ownership of the Company, whether such transfer of equity ownership occurs pursuant to a single transaction or a series of related transactions, shall be deemed to be an assignment of this Lease for purposes of this Section 17.01.

In the event that the Company requests permission to assign this Lease in whole or in part, the request shall be submitted to the Port Director not less than thirty (30) days prior to the proposed effective date of the assignment requested, and shall be accompanied by a copy of the proposed assignment agreement(s) and of all agreement(s) collateral thereto, together with the following information and any other reasonable and pertinent information requested by the Port Director: the identity and contact information of the assignee, whether the requested assignment is a full or partial assignment of this Lease, the type of business to be conducted on the Leased Premises by the assignee, and reasonable financial history and financial information of the Assignee if the purpose of the Leased premises is to be different than the proposed usage in Section 2.01.

### Section 17.02 LEASED PREMISES SUBLEASE

The Company shall not sublet the Leased Premises or any part thereof, regardless of the time period, without having first obtained the City's prior written consent, which consent shall not be unreasonably withheld. Without limiting the generality of the foregoing, it is a precondition to City review and approval of a proposed sublease of the Leased Premises that there shall then exist no uncured Event of Default nor any event or state of facts that with notice or the lapse of time, or both, would constitute an Event of Default.

In the event that the Company requests permission to sublet the Leased Premises in whole or in part, except to a Company affiliated entity, the request shall be submitted to the Port Director not less than sixty (60) days prior to the proposed effective date of the sublease requested, and shall be accompanied by a copy of the proposed sublease agreement(s) and of all agreement(s) collateral thereto, together with the following information and any other information requested by the Port Director: the identity and contact information of the sublessee, a description of the part of the Leased Premises to be subleased, a statement of the entire consideration to be

received by the Company by reason of such sublease (including but not limited to sublease rent and other fees and charges payable by the sublessee), the type of business to be conducted on subleased premises by the sublessee, and reasonable financial history and financial information of the sublessee.

For purposes of this Section 17.02 and Section 17.03 below, “sublease” and related terms shall include, without limitation, any sublease, license, or agreement, regardless of how denominated, that permits a third party to occupy or use all or any part of the Leased Premises other than those persons who use the Leased Premises in the ordinary course of Lessee’s business for the use permitted under Article 4 above.

#### **Section 17.03 CONSUMMATION OF ASSIGNMENT OR SUBLEASE**

The City’s consent for the assignment or sublease for which the City’s consent is required and for which such consent has been given shall be by written instrument, in a form reasonably satisfactory to the Port Director and the City Attorney, and shall be executed by the assignee or sublessee who shall agree, in writing, for the benefit of the City, to be bound by and to perform all the terms, covenants, and conditions of this Lease. Four (4) executed copies of such written instrument shall be delivered to the City. Failure either to obtain the City’s prior written consent or to comply with the provisions of this Lease shall serve to prevent any such transfer, assignment, or sublease from becoming effective and shall constitute an Event of Default by the Company.

The Company agrees and acknowledges that it shall remain fully and primarily liable for all obligations of lessee under this Lease, notwithstanding any full or partial assignment of this Lease or any sublease of all or any portion of the Leased Premises.

END OF ARTICLE

## ARTICLE 18. DAMAGE OR DESTRUCTION OF LEASED PREMISES; TAKING BY EMINENT DOMAIN

### Section 18.01 **LEASED PREMISES -- DAMAGE OR DESTRUCTION**

If at any time during the continuance of this Lease, the Leased Premises shall be so destroyed or so injured by fire or other casualty as to be unfit for full occupancy and use by the Company, and such destruction or injury could reasonably be repaired within one hundred eighty (180) days from the date of such destruction or injury, then the Company shall not be entitled to surrender possession of the Leased Premises; provided, however, that the Company's obligation to pay Rent shall be equitably reduced to the extent of the diminution in use to the Company resulting from such destruction or injury until full use and occupancy is restored to the Company. The Company shall repair the damage with all reasonable speed at least to the extent of the value and as nearly as possible to the character and quality of the building and improvements existing immediately prior to such occurrence.

If the Leased Premises shall be so destroyed or injured by fire or other casualty that such destruction or injury could not reasonably be repaired within one hundred eighty (180) days from the date of such destruction or injury, the Company shall have the option, upon written notice given to the City within thirty (30) days from the date of such destruction or injury, to terminate this Lease, and upon giving of such notice this Lease shall be terminated as of the date of such destruction or injury. In the event the Company elects not to terminate this Lease in accordance with the foregoing options, the Company shall repair the damage and restore or rebuild the building and improvements as promptly as reasonably possible after the one hundred eighty (180) day period

Notwithstanding the foregoing provisions of this Article, in the event of damage or destruction, as aforesaid, such that fifty percent (50%) or more of the total floor area of the Facilities is rendered unfit for occupancy and use by the Company during the last three (3) years of the Lease Term, then either Party shall have the option, upon written notice given to the other Party within thirty (30) days from the date of such destruction or injury, to terminate this Lease, and upon the giving of such notice this Lease shall be terminated as of the date of such destruction or injury.

### Section 18.02 **TAKING BY EMINENT DOMAIN**

In the event that the Leased Premises or any portion thereof shall be taken for public or quasi-public use or condemned under eminent domain, the Company shall be entitled to claim or have paid to the Company compensation, loss of business facilities or damages but nothing herein contained shall be construed to prevent the Company from asserting against the condemn or any separate claim for damages to the Company occurring by reason of said condemnation, including without limitation loss or damage to leasehold improvements, personal property, business, fixtures, goodwill, cost of removing fixtures or equipment or loss of future profits.

In the event of any such taking or condemnation referred to in the preceding paragraph, then if and when there is an actual taking, in whole or in part, of physical possession of the Leased Premises which shall render the Leased Premises unfit for the use and occupancy by the Company substantially as used and occupied prior to such taking, the Company may terminate

this Lease. The Leased Premises shall be deemed to be unfit for use by the Company if the area of the portion thereof remaining after such taking is less than sufficient to accommodate the operations carried on by the Company just prior to such taking. If the Company elects to terminate this Lease as provided above, it shall give written notice to the City within thirty (30) days after the later of (a) the entry of the final order of court authorizing the taking or appropriation or the date of settlement, as the case may be, or (b) the taking of physical possession by the condemner.

END OF ARTICLE



## ARTICLE 19. FEDERAL, STATE, AND LOCAL REGULATIONS

### Section 19.01 COMPLIANCE WITH RULES AND REGULATIONS

The Port Director is charged with administering the provisions of this Lease, and is authorized from time to time to promulgate and enforce such Rules and Regulations and policies as the Port Director deems necessary. All such Rules and Regulations and policies so promulgated shall not be inconsistent with any legally authorized rule or regulation of any federal or State of Florida agency, which is binding in law on the Company, as the same now are or may from time to time be amended or supplemented, nor inconsistent with the reasonable exercise by the Company of any right or privilege granted under this Lease.

The Company shall not, and the Company shall not suffer or permit any of its officers, representatives, agents, employees, guests, patrons, contractors, subcontractors, licensees, subtenants, invitees, or suppliers to, violate or to cause another person to violate any of the Rules and Regulations.

### Section 19.02 COMPLIANCE WITH LAW

The Company shall not use the Port or any part thereof, or knowingly permit the same to be used by any of its employees, officers, agents, subtenants, contractors, invitees, or licensees for any illegal purposes.

At all times during the Lease Term, the Company shall, in connection with its activities and operations at the Port:

Comply with and conform to all applicable current and future statutes and ordinances, and regulations promulgated thereunder, of all federal and State of Florida agencies of competent jurisdiction that apply to or affect, either directly or indirectly, the Company or the Company's operations and activities under this Lease. Without limiting the generality of the foregoing, the Company shall comply with the United States of America, United States Department of Homeland Security, United States Citizenship and Immigration Services E-Verify in order to implement the legal requirements of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101), as may be amended from time to time, and federal regulations promulgated thereunder that may be applicable as a result of activities conducted by the Company.

Subject to the prior written approval of the Port Director, make, at its own expense, all improvements, repairs, and alterations to the Leased Premises and all buildings and improvements thereon and to its equipment and personal property that are required to comply with or conform to any of such statutes, ordinances, or regulations.

Regarding the City, be and remain an independent contractor with respect to all installations, construction, and services performed by or on behalf of the Company hereunder.

The Company, for itself and its successors and assigns, shall, and does hereby, covenant and

agree to FULLY AND FOREVER RELEASE, INDEMNIFY, DEFEND, and HOLD HARMLESS the City and its elected officials, employees, officers, directors, volunteers, and representatives, individually and collectively, from and against any and all penalties, fines, and demands of any kind (including but not limited to costs of investigation, attorneys' fees, court costs, and expert fees) arising out of the Company's acts or omissions resulting in any alleged violation of any rule, regulation, statute, order, directive, or mandate of the United States, the State of Florida, Escambia County, or the City of Pensacola.

#### Section 19.03 COMPLIANCE WITH ENVIRONMENTAL LAWS

At all times during the Lease Term, the Company shall not cause, permit or allow any Hazardous Substances to be placed, stored, dumped, dispensed, released, discharged deposited, used, transported or located on any portion of the Premises; provided, however, that quantities of such Hazardous Substances may be used or stored by Company on the Leased Premises in the ordinary course of business on the condition that such quantities and the use thereof are:

- (a) Identified in the Hazardous Substances listing described in Section 17.01,
- (b) Permitted by or are exempt from applicable governmental regulations, and
- (c) Are transported, stored and utilized in accordance with applicable governmental regulations and the best practices of the Company's industry.

To the extent caused by or resulting from the acts of the Company, its agents, servants, employees, or contractors, Company agrees that it shall, to the extent necessary to bring the Leased Premises into compliance with any and all applicable Environmental Laws regarding Hazardous Substances and clean-up thereof, investigate and promptly (but in any event within the time period permitted by applicable Environmental Laws) clean up Hazardous Substances found in, on, under, around, or within any portion of the Leased Premises and, with respect to such matters as described herein for which Company is responsible, to remediate the Leased Premises, and to pay for all reasonable clean-up and remediation costs at no cost to the City. All clean-up and remediation shall be performed to meet pre-existing conditions, and in no instance shall clean-up or remediation or related agreements with state or federal regulators include restrictions placed on the use of the Leased Premises or any part thereof.

Company shall perform Environmental Reporting required under this Section as described in Section 14.04.

#### Section 19.04 LICENSES AND PERMITS

The Company shall obtain in a timely manner and thereafter maintain in full force and effect during the Lease Term all licenses, permits and other approvals required by the federal, state, county, and municipal authorities in order to engage in the Company's business on the Leased Premises as permitted under Article 4 above, and consistent with Section 2.01.

END OF ARTICLE

## ARTICLE 20. TAXES

### Section 20.01 **PAYMENT OF TAXES**

The Company shall pay all taxes that may be levied upon, assessed, or charged the Company or its property located on the Port by the United States, the State of Florida or any of its political subdivisions, or Escambia County or the City, and shall obtain and pay for all licenses and permits required by law.

### Section 20.02 **REAL PROPERTY TAXES**

The Company shall be responsible for all real property taxes applicable to the Leased Premises during the Lease Term. If any such taxes paid by the Company shall cover any period of time prior to or after the expiration of the Lease Term, the Company's share of such taxes shall be equitably prorated to cover only the period of time within the tax year during which this Lease shall be in effect, and the City shall reimburse the Company to the extent required. If the Company shall fail to pay any such taxes, the City shall have the right, but not the obligation, to pay the same, in which case the Company shall repay such amount to the City with the Company's next Base Rent installment, together with interest at the highest rate allowed by law.

### Section 20.03 **DEFINITION**

As used herein the term "real property tax" shall mean all ad valorem and non-ad valorem taxes and assessments (including interest and penalties thereon) which are imposed against any legal or equitable interest of the City or the Company in the Leased Premises or any portion thereof by the City, Escambia County or the State of Florida or by any school, agricultural, lighting, fire, mosquito control, water, drainage or other improvement, benefits or tax district thereof, and which are collected by the Escambia County, Florida, Tax Collector, together with any tax imposed in substitution, partially or totally, of any tax previously included within the definition of "real property tax" and any additional tax the nature of which was previously included within the definition of "real property tax".

### Section 20.04 **CONTEST**

The Company may contest the legal validity or amount of any taxes, assessment, or charges for which the Company is responsible under this Lease, and may institute such proceedings as the Company considers necessary. If the Company protests any such tax, assessment or charge, the Company may withhold or defer payment or pay under protest but shall indemnify and hold the City and the Leased Premises harmless from and against any claim or lien against the City or the Leased Premises arising out of the Company's failure to pay the contested taxes, assessments or charges.

### Section 20.05 **PERSONAL PROPERTY TAXES**

The Company shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of the Company contained in the Leased Premises. When possible, the Company shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the Land and Leased Premises. If any of the Company's said personal property shall be assessed with the Land

or Leased Premises, the Company shall pay the taxes attributable to the Company within ten (10) days prior to the delinquency date for payment of such taxes.

END OF ARTICLE

## ARTICLE 21. ENCUMBRANCE OF LEASEHOLD ESTATE AND NOTICE TO MORTGAGEES

Company shall not encumber by mortgage or other security instrument, by way of collateral assignment, or otherwise, Company's interest in this leasehold estate without the prior written consent of City.

Provided that City has given its prior written consent to such encumbrance and that Company's lender who has been granted a lien on or security interest in the Company's leasehold estate in the Leased Premises ("Lender") has provided City written thereof, including Lender's address for receipt of notices:

(a) Lender shall have the right:

1. To do any act or thing required of Company hereunder and all such acts or things done and performed shall be as effective to prevent a forfeiture of Company's rights hereunder as if done by the Company; and
2. To realize on the security afforded by the leasehold estate by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security documents (hereinafter sometimes collectively referred to as "foreclosure sale") or to acquire by deed-in-lieu, and to transfer, convey, or assign the title of Company to the leasehold estate created hereby to any purchaser at any such foreclosure sale or transfer from Lender if Lender acquires by a deed-in-lieu and to acquire and succeed to the interest of Company hereunder by virtue of any such foreclosure sale or deed-in-lieu.

(b) In the event of a default by the Company under this Lease, the rights of City may not be exercised until written notice of such default is delivered to Lender, or to the person or firm designated by any such Lender, by written notice to City, to accept such notices, and any applicable cure period has expired. Lender shall have the same notice and cure rights as are provided to Lessee under this Lease, except that Lender shall have the right to cure a monetary default as described in Section 17.01(a) within ten (10) days from delivery of said notice.

(c) Lender shall not be liable to the City as an assignee of this Lease unless and until such time as such Lender shall acquire the rights of Company hereunder through foreclosure or other appropriate proceedings in the nature thereof, or by deed-in-lieu, or as a result of any other action or remedy provided for by such mortgage, or which may otherwise be provided by law.

(d) No modification or voluntary surrender by the Company of this Lease shall be made without the consent of Lender if Lender has requested such authority to consent by written notice delivered to City.

(e) The City agrees to provide an estoppel certificate upon written request of Lender acknowledging that (to the extent true and noting any exceptions) this Lease is in full force and effect; that there are no defaults that exist under the Lease; that the Rent is current; and such other matters as Lender may reasonably require.

(f) Notwithstanding the foregoing, the ultimate transferee of Lessee's leasehold estate under the Lease, in the event of foreclosure, deed-in-lieu or otherwise, is subject to the written approval of the City, such approval not to be unreasonably withheld, conditioned or delayed. As a minimum, such ultimate successor must be able to demonstrate sufficient financial ability to conduct the operations permitted under Article 4 above and have at least five (5) years' experience in the operation of a business of a similar size and offering similar services as that conducted by the Company under this Lease as permitted under Article 4 above.

END OF ARTICLE

## ARTICLE 22. PORT DEVELOPMENT RIGHTS

The City reserves the right to further develop or improve all areas within the Port as the City may determine in its sole discretion to be in the best interests of the Port, regardless of the desires or views of the Company, and without interference or hindrance from the Company.

Except as may be required by this Lease or any other agreement between the parties, the City reserves the right, but shall not be obligated to the Company, to keep and repair all areas of the Port. All obligations of the City hereunder are subject to annual appropriation. However, this provision shall not excuse the City's performance of any of its responsibilities or obligations hereunder.

END OF ARTICLE

## ARTICLE 23. GENERAL PROVISIONS

### Section 23.01 **ACKNOWLEDGMENT**

The Parties hereto acknowledge that they have thoroughly read this Lease, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of their rights and obligations hereunder. The Parties further acknowledge that this Lease is the result of extensive negotiations between the Parties and shall not be interpreted against the City by reason of the preparation of this Lease by the City.

### Section 23.02 **AUTHORITY OF THE PORT DIRECTOR**

The Port Director or his designee may exercise all rights and obligations of the City under this Lease, unless otherwise specifically provided in this Lease or required by law.

### Section 23.03 **CAPACITY TO EXECUTE**

The individuals executing this Lease personally warrant that they have full authority to execute this Lease on behalf of the entity for whom they are acting hereunder.

### Section 23.04 **DELIVERY OF NOTICES**

Any notices permitted or required by this Lease shall be in writing and delivered personally or sent by registered or certified U. S. mail, postage prepaid, or by courier service, such as FedEx or UPS. Any such notice shall be deemed to have been delivered to and received by the addressee (i) upon personal delivery to the Company's address below between 9:00 a.m. and 5:00 p.m. on any business day (i.e., any day other than a Saturday, Sunday, or a federally-designated official holiday), (ii) the next business day after deposit with a courier service such as FedEx or UPS, or (iii) five (5) business days after deposit in the U. S. mail.

Notices to the City shall be addressed to:

City of Pensacola  
Port of Pensacola  
Attention: Port Director  
PO Box 889  
Pensacola, Florida 32591

Notices to the Company shall be addressed to:

Streamline Boats of Northwest Florida, LLC  
7435 West 20 Avenue  
Hialeah, FL 33014  
Attention: Osniel Sanchez, Manager

and to:



Streamline Boats of Northwest Florida, LLC  
Arthur Fletcher, General Counsel  
South Palafox Group, LLC  
815 South Palafox Street  
Third Floor  
Pensacola, FL 32502

The parties may from time to time designate, in writing, changes to the addresses stated.

#### **Section 23.05 EMPLOYEES OF THE COMPANY**

The Company shall require all of its employees, subcontractors, and independent contractors hired by the Company and working in view of the public to wear clean and neat attire and to display appropriate identification. Company employees shall obtain identification badges from the City. The Company shall be responsible for paying the cost of DHS/TSA-required employee background checks and badging to include a Transportation Worker Identification Credential (TWIC).

#### **Section 23.06 ENTIRE AGREEMENT**

This Lease constitutes the entire agreement between the Parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the City and the Company, and all prior and contemporaneous agreements and understandings, written as well as oral, are hereby superseded. The Company agrees that no representations or grants of rights or privileges shall be binding upon the City unless expressed in writing in this Lease.

#### **Section 23.07 FORCE MAJEURE**

Neither the City nor the Company shall be deemed to be in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, tides, riots, rebellion, sabotage, pandemic, disease, any responsive measure or state of emergency declared by a governmental entity in relation to pandemic or disease or any other circumstances for which it is not responsible or which is not in its control; provided, however, that these circumstances shall not excuse the Company from making, as and when due, any monetary payment required under this Lease or by the Rules and Regulations, including but not limited to Base Rent, Additional Rent, port rentals, fees, and charges, Taxes under Article 20, and insurance premiums. But the Company in a Force Majeure event shall be entitled to deferment of the base rents, fees, and charges, listed above for up to one hundred eighty (180) days after the cessation of the Force Majeure event or until performance under this Lease can be reestablished, whichever occurs first, on election to do so with written notice to the City and/or Port Director.

#### **Section 23.08 RULES OF CONSTRUCTION**

Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this Lease Agreement: words importing the singular number shall include the

plural number and vice versa; captions and headings herein are for convenience but are to be read in unison with the language of the section to include its defined meaning or generally accepted meaning of the header and is otherwise also for reference and should constitute a material part of this Lease Agreement, but shall affect and read in toto to its meaning, construction or effect; words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neutral genders, and words of the neutral gender shall be deemed and construed to include correlative words of the masculine and feminine genders; all references in this Lease Agreement to particular “articles,” “sections,” or “paragraphs” are references to articles, sections or paragraphs within this Lease Agreement, unless specifically indicated otherwise; and, days are measured in calendar days unless expressly listed in business days.

Both City and Tenant acknowledge that they have each had meaningful input into the provisions and conditions of this Lease Agreement.

#### **Section 23.09 GENERAL INTERPRETATION**

Insofar as this Lease grants, permits, or contemplates the use of space or facilities or the doing of any other act or thing at the Port by the Company, such use or the doing of such act or thing by the Company is to be in connection with the manufacture of vessels, boats, or other watercraft. Each of the Parties, however, has entered into this Lease solely for its own benefit; and (without limiting the right of either Party to maintain suits, actions, or other proceedings because of breaches of this Lease) this Lease does not grant to any third person (excepting a successor party to the City or the Company) a right to claim damages or bring any suit, action, or other proceeding against either the City or the Company because of any breach hereof.

#### **Section 23.10 GOVERNING LAW**

The laws of the State of Florida shall govern this Lease and all disputes arising hereunder, with venue in Escambia County, Florida.

#### **Section 23.11 INCORPORATION OF EXHIBITS**

All exhibits referred to in this Lease are intended to be and hereby are specifically incorporated and made a part of this Lease.

#### **Section 23.12 INCORPORATION OF REQUIRED PROVISIONS**

The Parties hereto incorporate herein by this reference all applicable provisions lawfully required to be contained herein by any governmental body or agency.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**Section 23.13 INVALID PROVISIONS**

In the event that any covenant, condition, or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision herein contained, provided that the invalidity of any such covenant, condition, or provision does not materially prejudice either the City or the Company in its respective rights and obligations contained in the valid covenants, conditions, and provisions of this Lease.

**Section 23.14 NONLIABILITY OF INDIVIDUALS**

No director, officer, agent, elected official, or employee of either Party shall be charged personally or held contractually liable by or to the other Party under any term or provision of this Lease or because of any breach hereof or because of its or their execution or attempted execution.

**Section 23.15 NONINTERFERENCE WITH PORT OPERATIONS**

The Company, by executing this Lease, expressly agrees for itself, its successors, and assigns that it will not make use of its Leased Premises in any manner that might interfere with other operations at the Port or otherwise constitute a hazard. In the event that the aforesaid covenant is breached, the City reserves the right to enter the Company's Leased Premises and cause the abatement of such interference or hazard at the expense of the Company, but the Company has a ten (10) day right to cure if the situation is a non-emergency.

**Section 23.16 NOTICE OR CONSENT**

Any notice or consent required herein to be obtained from or given by the City (or the Port Director) may be given by the Port Director unless otherwise provided. Consent of the Company when required herein shall not be unreasonably withheld, delayed, or conditioned.

**Section 23.17 NONWAIVER**

The acceptance of rentals, fees, and charges by the City for any period or periods after a default of any of the terms, covenants, and conditions contained herein to be performed, kept, and observed by the Company shall not be deemed a waiver of the event of the default cured by payments made by the Company to the City, and any right on the part of the City to terminate this Lease after the default is cured and payment is received by the City is waived by the City's acceptance of the money that may be the basis of the event of the default.

**Section 23.18 OTHER LAND AND BUILDINGS EXCLUDED**

It is agreed and understood that this Lease and any exhibit hereto is not intended to provide for the lease of any building, land, space, or area or to set any rental rates for any building, land, space, or area other than that specifically described herein.

**Section 23.19 PATENTS AND TRADEMARKS**

The Company represents that it is the owner of, or fully authorized to use, any and all services, processes, machines, articles, marks, names, or slogans used by it in its operations under, or in connection with, this Lease. The Company shall indemnify, defend and hold harmless the City, its elected officials, employees, volunteers, representatives and agents from and against any loss,

liability, damage, expense, suit, or claim for damages in connection with any actual or alleged infringement of any patent, trademark, or copyright, or from any claim of unfair competition or other similar claim, arising out of the Company's operations under or in connection with this Lease.

#### Section 23.20 **PUBLIC RECORDS LAWS**

The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any written communication created or received by the City will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. The Company is a private Company and is not ordinarily subject to Public Records Laws, but shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to the Company.

#### Section 23.21 **REMEDIES TO BE NONEXCLUSIVE**

All remedies provided in this Lease shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the City at law or in equity (to the extent not inconsistent with the express provisions hereof) and the exercise of any remedy or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

#### Section 23.22 **SIGNS AND LOGOS**

The installation and operation of identifying signs, posters, and graphics on the Leased Premises are subject to the prior written approval of the Port Director. Such signs shall be substantially uniform in size, type, and location with those of other tenants, and consistent with the City's graphics standards and the Port Rules and Regulations, and in compliance with all applicable laws and ordinances. The signs shall be for the purpose of assigning Port users with wayfinding. Signs that constitute advertising are prohibited and will not be approved.

Sign(s) and location(s) may be changed and altered from time to time with the written approval of the Port Director, said approval not to be unreasonably denied or delayed. At the expiration of the Lease Term or earlier termination of this Lease the Company, upon written request from the City, shall remove, at the Company's expense, all lettering and signs so erected on the Leased Premises.

The following Company Logo will be permitted to be affixed to the side of the Leased premises provided same is affixed in a manner that is in compliance with applicable City of Pensacola sign ordinances.

[THIS SPACE INTENTIONALLY LEFT BLANK]



In addition, Company will be permitted to paint its Company Logo on the side of the Facilities.

**Section 23.23 SUCCESSORS AND ASSIGNS**

The provisions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto; provided, however, that this provision shall in no way whatsoever alter the restriction herein regarding assignment and sublease by the Company.

**Section 23.24 NO PARTNERSHIP**

Nothing in this agreement constitutes a partnership or joint venture between the Parties. It is the express intention of the Parties to deny any such relationship.

**Section 23.25 THIRD PARTIES**

Nothing in this Lease, express or implied, is intended to or shall confer upon any person, other than the Parties and their respective permitted successors and assigns, any right, benefit or remedy of any nature whatsoever under or by reason of this Lease.

**Section 23.26 TIME IS OF THE ESSENCE**

Time is of the essence of this Lease.

**Section 23.27 MEMORANDUM OF LEASE**

Concurrently with the execution of this Lease, the Parties shall execute a short-form memorandum of this Lease satisfactory to the City Attorney, in form suitable for recording, and in substance sufficient to provide constructive notice to third parties of the material terms and provisions of this Lease. The Company shall cause such memorandum to be recorded in the public records of Escambia County, Florida.

**Section 23.28 REPRESENTATIONS AND WARRANTIES OF CITY AND COMPANY**

City hereby represents and warrants to the Company that as of the Effective Date:

- a. The City is the fee simple owner and record title holder of the Leased Premises.

- b. The City has the full right and authority to make, execute and perform this Lease and grant the rights contained herein to the Company.

The Company hereby represents and warrants to the City that as of the Effective Date:

- a. The Company has the full right, power and authority to make, execute and perform this Lease.
- b. This Lease is binding upon and enforceable against the Company in accordance with its terms.

END OF ARTICLE

**IN WITNESS WHEREOF**, the undersigned have duly executed this Lease as of the dates set forth below.

**CITY:**

**CITY OF PENSACOLA,**  
a Florida municipal corporation

**COMPANY:**

**STREAMLINE BOATS OF NORTHWEST  
FLORIDA, LLC**  
a Florida limited liability company

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

By: \_\_\_\_\_  
Osniel Sanchez, Manager

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

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

Attest:

Signed by Company in the presence  
of:

\_\_\_\_\_  
Ericka Burnett, City Clerk

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

Signed by Mayor in the presence of:

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

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

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

Approved as to form

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

Approved as to content:

\_\_\_\_\_  
Amy S. Miller, Port Director

**EXHIBIT A - LEASED PREMISES AERIALY DEPICTED**







# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00362

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PENSACOLA INTERNATIONAL AIRPORT - FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT 3-12-0063-044-2020

**RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute the acceptance of the Federal Aviation Administration Airport Improvement Program (AIP) Grant 3-12-0063-044-2020 in the amount of \$7,256,448 for the design, construction, and construction administration of a Remain-Over-Night (RON) Apron, design, construction, and construction administration for Obstruction Clearing, design, construction, and construction administration to accommodate proper Taxiway/Taxilane Separation, and the Construction of a General Aviation Customs and Border Protection Facility at the Pensacola International Airport. Further, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Pensacola International Airport is eligible to receive annual grants in aid from the Federal Aviation Administration to help cover the costs of certain safety, security, or capacity projects needed for the ongoing operation and development of the facility. These grants, offered under the FAA's Airport Improvement Program (AIP), are based on passenger enplanements, and can often cover up to 90% of project expenses.

As part of the annual budget process, Airport Staff works with FAA personnel to identify projects that qualify for AIP reimbursement, and submits pre-applications and applications to the FAA accordingly. For this year, Airport Staff identified four items for reimbursement. These were: 1) Design, Construction, and Construction Administration of a Remain-Over-Night (RON) Apron; 2) Design, Construction, and Construction Administration for Obstruction Clearing; 3) Design, construction, and Construction Administration for Taxiway A/Apron Taxilane Separation; 4) Construction and Construction Administration for a General Aviation Customs and Border Protection Facility.

In response to the application filed by Airport Staff, the FAA has offered a grant in the amount of \$7,256,448.

1105

**PRIOR ACTION:**

September 11, 2019 - City Council adopted the FY 2020 City Budget, which for the Airport included the Design, Construction, and Construction Administration of a Remain-Over-Night (RON) Apron and the Construction and Construction Administration for a General Aviation Customs and Border Protection Facility.

November 14, 2019 - City Council adopted FY 2020 Non-Encumbered Carryover Budget Resolution No. 2019-61.

May 28, 2020 - City Council approved the award of Bid No. 20-046 for the Remain-Over-Night (RON) Apron.

July 16, 2020 - City Council approved the award of Bid No. 20-045 for the General Aviation Customs and Border Protection Facility.

**FUNDING:**

Budget: \$ 7,256,448 FAA Grant 3-12-0063-044-2020  
          3,877,309 Airport Matching Funds  
          \$11,133,757

Actual: \$ 5,817,687 Remain-Over-Night (RON) Apron  
          387,789 Obstruction Clearing  
          80,667 Taxiway A/Taxilane Separation  
          4,121,970 Customs & Boarder Protection Facility  
          \$10,408,113

**FINANCIAL IMPACT:**

A portion of grant funds have been appropriated in the Airport's FY 2020 Budget, with the remaining amount being appropriated on Supplemental Budget Resolution 2020-20. Balances remaining at the end of FY 2019 were carried forward on Supplemental Budget Resolution No. 2019-61. Funds for the Airport match portion of the projects are available in the Airport's FY 2020 Capital Improvement Budget.

**CITY ATTORNEY REVIEW:** Yes

7/16/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator  
Richard Barker, Jr., Deputy City Administrator - Administration & Enterprise  
Matthew F. Coughlin, Airport Director

**ATTACHMENTS:**

- 1) Grant Agreement 3-12-0063-044-2020
- 2) Supplemental Budget Resolution No. 2020-20
- 3) Supplemental Budget Explanation No. 2020-20

**PRESENTATION:** No



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Orlando Airports District Office  
8427 SouthPark Circle, Suite 524  
Orlando, FL 32819  
Phone: (407) 487-7220

Mr. Matt Coughlin  
Director  
Pensacola International Airport  
2430 Airport Blvd, Suite 225  
Pensacola, FL 32504

Dear Mr. Coughlin:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0063-044-2020 at Pensacola International in Pensacola, FL. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than August 14, 2020**, in order for the grant to be valid.
- c. The grant offer must be electronically signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has electronically attested to the grant, an email with the executed grant will be sent to all parties.
- d. You may not make any modification to the text, terms or conditions of the grant offer.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and

- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
  1. Non-construction project: Due annually at end of the Federal fiscal year.
  2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by the Orlando Airports District Office.

Ms. Chastity Clark, 407-487-7226, is the assigned Program Manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANT AGREEMENT

### PART I—OFFER

Federal Award Offer Date	<code>{{DateTime_es_.signer1:calc(now()):format(date," mmmm d, yyyy")}}</code>
Airport/Planning Area	Pensacola International
AIP Grant Number	3-12-0063-044-2020
Unique Entity Identifier	073131559
TO:	City of Pensacola (herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated July 6, 2020, for a grant of Federal funds for a project at or associated with the Pensacola International Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Pensacola International Airport (herein called the "Project") consisting of the following:

Reconstruct Apron (RON); Install Apron Edge Lights and High Mast Lights (RON); Obstruction Removal- Runway 8/36; Obstruction Removal- Runway 17/35; Replace Apron Marking (Taxiway A); Rehabilitate Taxiway B7; Install Taxiway B7 Lighting; Construct Customs & Border Protection Facility

which is more fully described in the Project Application.

**NOW THEREFORE**, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$7,256,448

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning  
\$7,256,448 for airport development or noise program implementation; and,  
\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 14, 2020**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration and Universal Identifier.**
  - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.



**12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

**13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

**14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

**15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

**16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

**17. Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects if funds are available;
- C. May be increased by not more than 15 percent for land project if funds are available.

**18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

**19. Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
  - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
  - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
  - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

**20. Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

**21. Exhibit "A" Property Map.** The Exhibit “A” Property Map dated December 2019 is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

**22. Employee Protection from Reprisal.**

- A. Prohibition of Reprisals –
  - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person

or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

- i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
- i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal office or employee responsible for oversight of a grant program;
  - v. A court or grand jury;
  - vi. A management office of the grantee or subgrantee; or
  - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

**23. 2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

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*(Signature)*

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**Bart Vernace**

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*(Typed Name)*

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**Manager**

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*(Title of FAA Official)*

DRAFT

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this \_\_\_\_\_ day of \_\_\_\_\_,

City of Pensacola

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

**By:**

(Typed Name of Sponsor's Authorized Official)

**Title:**

(Title of Sponsor's Authorized Official)

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_,

**By:**

(Signature of Sponsor's Attorney)

<sup>1</sup>Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**ASSURANCES**  
**PLANNING AGENCY SPONSORS**

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**A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

**B. Duration and Applicability.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect during the life of the project.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

**FEDERAL LEGISLATION**

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- c. Hatch Act –5 U.S.C. 1501, et seq.<sup>2</sup>
- d. Rehabilitation Act of 1973 - 29 U.S.C. 794
- e. 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)
- f. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability
- g. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- h. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- i. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

## EXECUTIVE ORDERS

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- a. Executive Order 12372 - Intergovernmental Review of Federal Programs

## FEDERAL REGULATIONS

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures
- e. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- g. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- h. 49 CFR Part 20 - New restrictions on lobbying.
- i. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- j. 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- l. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- m. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- n. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- q. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).

## SPECIFIC ASSURANCES

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

### FOOTNOTES TO ASSURANCE C.1.

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

#### **2. Responsibility and Authority of the Sponsor.**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

#### **4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary



**5. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

**6. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**7. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**8. Reports and Inspections.**

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.

**9. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

- b. Applicability

- 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 4) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 5) So long as the sponsor retains ownership or possession of the property.

a.) Required Solicitation Language.

- b.) It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

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

d. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**10. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**11. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**12. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

**13. Disadvantaged Business Enterprises.**

The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Parts 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. § 3801).



## FAA Airports

### Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport

NUMBER	TITLE
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey

NUMBER	TITLE
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors

NUMBER	TITLE
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction



NUMBER	TITLE
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

DRAFT

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

**RESOLUTION  
NO. 2020-20**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. AIRPORT FUND**

As Reads:	Federal Grants	35,100,586
Amended		
To Read:	Federal Grants	38,757,034
As Reads:	Capital Expenses	228,739,632
Amended		
To Read:	Capital Expenses	232,396,080

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****AUGUST 2020 - SUPPLEMENTAL BUDGET RESOLUTION - FAA AIP 44 - HELIWORKS RON EXPANSION GRANT - RES NO. 2020-20**

FUND		AMOUNT	DESCRIPTION
<b>AIRPORT FUND</b>			
Estimated Revenues			
	Federal Grants	3,656,448	Increase estimated revenue from Federal Grants
	Total Revenues	<u>3,656,448</u>	
Appropriations			
	Capital Outlay	3,656,448	Increase appropriation for Capital Outlay
	Total Appropriations	<u>3,656,448</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 2020-20

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-20 - FEDERAL AVIATION ADMINISTRATION  
GRANT AGREEMENT 3-12-0063-044-2020

**RECOMMENDATION:**

That City Council approve Supplemental Budget Resolution No. 2020-20.

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Pensacola International Airport is eligible to receive annual grants in aid from the Federal Aviation Administration to help cover the costs of certain safety, security, or capacity projects needed for the ongoing operation and development of the facility. These grants, offered under the FAA's Airport Improvement Program (AIP), are based on passenger enplanements, and can often cover up to 90% of project expenses.

As part of the annual budget process, Airport Staff works with FAA personnel to identify projects that qualify for AIP reimbursement, and submits pre-applications and applications to the FAA accordingly. For this year, Airport Staff identified four items for reimbursement. These were: 1) Design, Construction, and Construction Administration of a Remain-Over-Night (RON) Apron; 2) Design, Construction, and Construction Administration for Obstruction Clearing; 3) Design, construction, and Construction Administration for Taxiway A/Apron Taxilane Separation; 4) Construction and Construction Administration for a General Aviation Customs and Border Protection Facility.

In response to the application filed by Airport Staff, the FAA has offered a grant in the amount of \$7,256,448.

**PRIOR ACTION:**

September 11, 2019 - City Council adopted the FY 2020 City Budget, which for the Airport included 1133

the Design, Construction, and Construction Administration of a Remain-Over-Night (RON) Apron and the Construction and Construction Administration for a General Aviation Customs and Border Protection Facility.

November 14, 2019 - City Council adopted FY 2020 Non-Encumbered Carryover Budget Resolution No. 2019-61.

May 28, 2020 - City Council approved the award of Bid No. 20-046 for the Remain-Over-Night (RON) Apron.

July 16, 2020 - City Council approved the award of Bid No. 20-045 for the General Aviation Customs and Boarder Protection Facility.

**FUNDING:**

Budget: \$ 7,256,448 FAA Grant 3-12-0063-044-2020  
3,877,309 Airport Matching Funds  
\$11,133,757

Actual: \$ 5,817,687 Remain-Over-Night (RON) Apron  
387,789 Obstruction Clearing  
80,667 Taxiway A/Taxilane Separation  
4,121,970 Customs & Boarder Protection Facility  
\$10,408,113

**FINANCIAL IMPACT:**

A portion of grant funds have been appropriated in the Airport's FY 2020 Budget, with the remaining amount being appropriated on Supplemental Budget Resolution 2020-20. Balances remaining at the end of FY 2019 were carried forward on Supplemental Budget Resolution No. 2019-61. Funds for the Airport match portion of the projects are available in the Airport's FY 2020 Capital Improvement Budget. Approval of the Supplemental Budget Resolution will appropriate the grant funds.

**CITY ATTORNEY REVIEW:** Yes

7/16/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator  
Richard Barker, Jr., Deputy City Administrator - Administration & Enterprise  
Matthew F. Coughlin, Airport Director

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2020-20
- 2) Supplemental Budget Explanation No. 2020-20
- 3) Grant Agreement No. 3-12-0063-044-2020

**PRESENTATION:** No

**RESOLUTION  
NO. 2020-20**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. AIRPORT FUND**

As Reads:	Federal Grants	35,100,586
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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****AUGUST 2020 - SUPPLEMENTAL BUDGET RESOLUTION - FAA AIP 44 - HELIWORKS RON EXPANSION GRANT - RES NO. 2020-20**

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Appropriations			
	Capital Outlay	3,656,448	Increase appropriation for Capital Outlay
	Total Appropriations	<u>3,656,448</u>	



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Orlando Airports District Office  
8427 SouthPark Circle, Suite 524  
Orlando, FL 32819  
Phone: (407) 487-7220

Mr. Matt Coughlin  
Director  
Pensacola International Airport  
2430 Airport Blvd, Suite 225  
Pensacola, FL 32504

Dear Mr. Coughlin:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0063-044-2020 at Pensacola International in Pensacola, FL. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than August 14, 2020**, in order for the grant to be valid.
- c. The grant offer must be electronically signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has electronically attested to the grant, an email with the executed grant will be sent to all parties.
- d. You may not make any modification to the text, terms or conditions of the grant offer.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and

- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
  1. Non-construction project: Due annually at end of the Federal fiscal year.
  2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by the Orlando Airports District Office.

Ms. Chastity Clark, 407-487-7226, is the assigned Program Manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANT AGREEMENT

### PART I—OFFER

Federal Award Offer Date	<code>{{DateTime_es_.signer1:calc(now()):format(date," mmmm d, yyyy")}}</code>
Airport/Planning Area	Pensacola International
AIP Grant Number	3-12-0063-044-2020
Unique Entity Identifier	073131559
TO:	City of Pensacola (herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated July 6, 2020, for a grant of Federal funds for a project at or associated with the Pensacola International Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Pensacola International Airport (herein called the "Project") consisting of the following:

Reconstruct Apron (RON); Install Apron Edge Lights and High Mast Lights (RON); Obstruction Removal- Runway 8/36; Obstruction Removal- Runway 17/35; Replace Apron Marking (Taxiway A); Rehabilitate Taxiway B7; Install Taxiway B7 Lighting; Construct Customs & Border Protection Facility

which is more fully described in the Project Application.

**NOW THEREFORE**, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$7,256,448

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning  
\$7,256,448 for airport development or noise program implementation; and,  
\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 14, 2020**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration and Universal Identifier.**
  - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

**12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

**13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

**14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

**15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

**16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

**17. Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects if funds are available;
- C. May be increased by not more than 15 percent for land project if funds are available.

**18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

**19. Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
  - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
  - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
  - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

**20. Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

**21. Exhibit "A" Property Map.** The Exhibit “A” Property Map dated December 2019 is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

**22. Employee Protection from Reprisal.**

- A. Prohibition of Reprisals –
  - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person



or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

- i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
- i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal office or employee responsible for oversight of a grant program;
  - v. A court or grand jury;
  - vi. A management office of the grantee or subgrantee; or
  - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

**23. 2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

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*(Signature)*

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**Bart Vernace**

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*(Typed Name)*

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**Manager**

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*(Title of FAA Official)*

DRAFT

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this \_\_\_\_\_ day of \_\_\_\_\_,

City of Pensacola

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

**By:**

(Typed Name of Sponsor's Authorized Official)

**Title:**

(Title of Sponsor's Authorized Official)

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_,

**By:**

(Signature of Sponsor's Attorney)

<sup>1</sup>Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**ASSURANCES**  
**PLANNING AGENCY SPONSORS**

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**A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

**B. Duration and Applicability.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect during the life of the project.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

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**FEDERAL LEGISLATION**

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- c. Hatch Act –5 U.S.C. 1501, et seq.<sup>2</sup>
- d. Rehabilitation Act of 1973 - 29 U.S.C. 794
- e. 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)
- f. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability
- g. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- h. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- i. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

## EXECUTIVE ORDERS

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- a. Executive Order 12372 - Intergovernmental Review of Federal Programs

## FEDERAL REGULATIONS

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures
- e. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- g. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- h. 49 CFR Part 20 - New restrictions on lobbying.
- i. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- j. 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- l. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- m. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- n. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- q. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).

## SPECIFIC ASSURANCES

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

### FOOTNOTES TO ASSURANCE C.1.

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- <sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- <sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

#### **2. Responsibility and Authority of the Sponsor.**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

#### **4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary

**5. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

**6. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**7. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**8. Reports and Inspections.**

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.

**9. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

- b. Applicability

- 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 4) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  - 5) So long as the sponsor retains ownership or possession of the property.

a.) Required Solicitation Language.



- b.) It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

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

d. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**10. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**11. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**12. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

**13. Disadvantaged Business Enterprises.**

The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Parts 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. § 3801).



## FAA Airports

### Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/)

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport

NUMBER	TITLE
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey

NUMBER	TITLE
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors

NUMBER	TITLE
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction

NUMBER	TITLE
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

DRAFT

**THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY**

Updated: 3/22/2019

<b>NUMBER</b>	<b>TITLE</b>
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00414

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

CITY OF PENSACOLA RESILIENT COASTLINES PROGRAM - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT R2116

**RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute the acceptance of the Florida Department of Environmental Protection Grant R2116 in the amount of \$75,000 to identify the locations of vulnerable infrastructure, critical facilities, stormwater structures and utilize other available datasets to link sea level rise risk assessment with the City's Community Rating System program. Specifically, the City will develop language to comply with statutory requirements related to "Peril of Flood" and include outreach tools, such as a story map, to visualize work products and policy language.

Further, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Northwest Florida is threatened by sea-level rise, record-breaking heat indexes, increasing frequency and long durations of extreme heat and drought, heavier rain events, wildfires, inland and coastal flooding, storm surges exacerbated by stronger hurricanes, and decreasing freshwater availability. Historical water level records from Pensacola, Florida National Oceanic and Atmospheric Administration (NOAA) tide gauges have established a representative long-term historical SLR trend of 0.73 ft/century.

The City of Pensacola and its regional partners, including counties and other local governments, are pursuing an aggressive and overarching climate-planning objective to address underlying climate change threats. The City of Pensacola has the opportunity of ensuring more detailed and new planning initiatives to ensure the community is resilient to climate change. The first step is to understand better what changes are likely at the local (and regional) level and to prepare for these changes.

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This grant scope of work advances five (5) key tasks that include: identifying coastal risk from sea-level rise, linking coastal risk to FEMA's Community Rating System ("CRS") program, developing a technical basis to plan for future sea-level rise (with mitigation and adaptation strategies) and communicating future sea-level rise risks to the public. The City is currently a Class Rating of seven (7), and data completed as part of this scope of work will serve as a strategy to improve the City's Class Rating during its next CRS cycle. The City also has an excellent opportunity to move its vulnerability planning to the next step, building on work previously completed by the Climate Mitigation and Adaptation Task Force (CMATF) and other local and regional partnerships. To date, the City has undertaken some specific efforts to start its vulnerability planning efforts. All activities include:

- Report of Pensacola Climate Mitigation and Adaptation Task Force (2018).
- Florida Department of Economic Opportunity (FDEO) Vulnerability Assessment of Escambia County, which includes detail related to the City of Pensacola (2016)
- Santa Rosa County, in partnership with UF IFAS Sea Grant, University of West Florida (UWF), and Emerald Coast Regional Council (ECRC), applied and received funding from the Northern Gulf of Mexico Resilience to Future Flooding RFPI, to effect informed decision-making through assessing vulnerability and developing a flood risk cost estimator that will be communicated in a story map and web application (2019). The effort was undertaken by Cynthia Cannon, who will also spearhead this grant effort.

Pensacola will review existing policy guidance, best practices, and case studies to determine the most current approaches for complying with the Peril of Flood amendments. With the understanding that POF amendments have already been adopted in approximately 90 jurisdictions statewide, there are multiple models to work from to help the City's process. The City has also completed an initial set of Climate Action Recommendations from which to build upon.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$ 75,000 FDEP Grant R2116

Actual: \$ 75,000

**FINANCIAL IMPACT:**

Adoption of the supplemental budget resolution will appropriate the grant funds.

**CITY ATTORNEY REVIEW:** Yes

7/27/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator  
Kerrith Fiddler, Deputy City Administrator - Community Development

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Sherry Morris, AICP, Planning Services Director

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2020-28
- 2) Supplemental Budget Explanation No. 2020-28

**PRESENTATION:** No

**RESOLUTION  
NO. 2020-28**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. SPECIAL GRANTS FUND**

As Reads:	State Grants	475,370
Amended		
To Read:	State Grants	550,370
As Reads:	Operating Expenses	539,644
Amended		
To Read:	Operating Expenses	614,644

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

AUGUST 2020 - SUPPLEMENTAL BUDGET RESOLUTION - FDEP RESILIENT COASTLINE GRANT #R2115 - RES NO. 2020-28

FUND	ACCOUNT NUMBER	AMOUNT	DESCRIPTION
<b>SPECIAL GRANTS FUND</b>	<b>102</b>		
Estimated Revenues			
State Grants	102.532.334752	75,000	Increase estimated revenue from State Grants
Total Revenues		<u>75,000</u>	
Fund Balance		<u>0</u>	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance		<u>75,000</u>	
Appropriations			
Operating Expenses	538025-9335-000000	75,000	Increase appropriation for Operating Expenses
Total Appropriations		<u>75,000</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 2020-28

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-28 - CITY OF PENSACOLA RESILIENT COASTLINES PROGRAM - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT R2116

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 2020-28.

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Northwest Florida is threatened by sea-level rise, record-breaking heat indexes, increasing frequency and long durations of extreme heat and drought, heavier rain events, wildfires, inland and coastal flooding, storm surges exacerbated by stronger hurricanes, and decreasing freshwater availability. Historical water level records from Pensacola, Florida National Oceanic, and Atmospheric Administration (NOAA) tide gauges have established a representative long-term historical SLR trend of 0.73 ft/century.

The City of Pensacola and its regional partners, including counties and other local governments, are pursuing an aggressive and overarching climate-planning objective to address underlying climate change threats. The City of Pensacola has the opportunity of ensuring more detailed and new planning initiatives to ensure the community is resilient to climate change. The first step is to understand better what changes are likely at the local (and regional) level and to prepare for these changes.

This grant scope of work advances five (5) key tasks that include: identifying coastal risk from sea-level rise, linking coastal risk to FEMA's Community Rating System ("CRS") program, developing a technical basis to plan for future sea-level rise (with mitigation and adaptation strategies) and communicating future sea-level rise risks to the public. The City is currently a Class Rating of seven (7), and data completed as part of this scope of work will serve as a strategy to improve the City 1166

Class Rating during its next CRS cycle. The City also has an excellent opportunity to move its vulnerability planning to the next step, building on work previously completed by the Climate Mitigation and Adaptation Task Force (CMATF) and other local and regional partnerships. To date, the City has undertaken some specific efforts to start its vulnerability planning efforts. All activities include:

- Report of Pensacola Climate Mitigation and Adaptation Task Force (2018).
- Florida Department of Economic Opportunity (FDEO) Vulnerability Assessment of Escambia County, which includes detail related to the City of Pensacola (2016)
- Santa Rosa County, in partnership with UF IFAS Sea Grant, University of West Florida (UWF), and Emerald Coast Regional Council (ECRC), applied and received funding from the Northern Gulf of Mexico Resilience to Future Flooding RFPI, to effect informed decision-making through assessing vulnerability and developing a flood risk cost estimator that will be communicated in a story map and web application (2019). The effort was undertaken by Cynthia Cannon, who will also spearhead this grant effort.

Pensacola will review existing policy guidance, best practices, and case studies to determine the most current approaches for complying with the Peril of Flood amendments. With the understanding that POF amendments have already been adopted in approximately 90 jurisdictions statewide, there are multiple models to work from to help the City's process. The City has also completed an initial set of Climate Action Recommendations from which to build upon.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$ 75,000

Actual: \$ 75,000

**FINANCIAL IMPACT:**

Adoption of the supplemental budget resolution will appropriate the grant funds.

**CITY ATTORNEY REVIEW:** Yes

7/27/2020

**STAFF CONTACT:**

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

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2020-28

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## 2) Supplemental Budget Explanation No. 2020-28

**PRESENTATION:** No



**RESOLUTION  
NO. 2020-28**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. SPECIAL GRANTS FUND**

As Reads:	State Grants	475,370
Amended		
To Read:	State Grants	550,370
As Reads:	Operating Expenses	539,644
Amended		
To Read:	Operating Expenses	614,644

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

AUGUST 2020 - SUPPLEMENTAL BUDGET RESOLUTION - FDEP RESILIENT COASTLINE GRANT #R2115 - RES NO. 2020-28

FUND	ACCOUNT NUMBER	AMOUNT	DESCRIPTION
<b>SPECIAL GRANTS FUND</b>	<b>102</b>		
Estimated Revenues			
State Grants	102.532.334752	75,000	Increase estimated revenue from State Grants
Total Revenues		<u>75,000</u>	
Fund Balance		<u>0</u>	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance		<u>75,000</u>	
Appropriations			
Operating Expenses	538025-9335-000000	75,000	Increase appropriation for Operating Expenses
Total Appropriations		<u>75,000</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00423

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

EXTENSION OF THE MAYORAL DECLARATION OF STATE OF EMERGENCY

### **RECOMMENDATION:**

That City Council approve the Mayor's request for an extension of the Declaration of Emergency until the Council meeting scheduled for September 24, 2020.

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

On March 18, 2020, Mayor Grover C. Robinson, IV, declared a state of emergency as a result and consequence of the continuing threats to the public health, safety, and property, both public and private, in the City of Pensacola caused by the Coronavirus Disease 2019 (COVID-19).

City Code section 2-4-8 states that upon declaration of a state of emergency by the President of the United States, by the Governor of the State of Florida or by Escambia County for any area which includes the City of Pensacola, the Mayor shall be authorized and directed to take such emergency measures as he determines necessary to protect the health, safety, and welfare of the citizens and to ensure the timely reconstruction and repair of structural damage caused by the emergency event and the continued functioning of local government. The Mayor shall further be authorized to exercise such emergency management powers granted to political subdivisions by Florida law and may alter regular work schedules and grant the nonessential workforce time off with pay. The Mayor will make the determination of which employees are deemed essential during each emergency. The Mayor is authorized to pay essential employees, both non-exempt and certain ranges of exempt under the Fair Labor Standards Act, at overtime rates when required to report for duty during the time the remaining workforce is not required to report. The Mayor shall further be authorized to waive or suspend all ordinances, policies, procedures or customs of the city as the Mayor determines necessary for the purchase of commodities and services, for contracts of no more than one (1) year duration, for the assignment of employees and for the facilitation of reconstruction and repair, both public and private, as the Mayor determines necessary. The Mayor is authorized to delegate such powers to staff as determined essential to the effective administration of the government of the City of Pensacola. This authorization is subject to the limits of the Constitution and the Laws of the United States and the State of Florida. The Mayor's exercise of authority pursuant to section 2-4-8 exist for a period of thirty (30) days following the declaration of a state of emergency unless extended or shortened by the City Council.

action of the city council. Considering recent events and to continue responding to emergency issues, staff recommends that these emergency powers be extended until the Council meeting scheduled for September 24, 2020.

**PRIOR ACTION:**

March 13, 2020 - President Donald J. Trump declared a state of emergency for the United States of America beginning March 1, 2020.

March 9, 2020 - Governor Ron DeSantis issued Executive Order Number 20-52 declaring a state of emergency for the State of Florida.

March 16, 2020 - The Escambia County Board of County Commissioners issued Resolution R2020-24 declaring a state of emergency for Escambia County.

March 18, 2020 - The Mayor declared a state of emergency for the City for thirty (30) days.

March 26, 2020 - City Council extended the City's declaration of a state of emergency until May 28, 2020.

April 29, 2020 - Governor Ron DeSantis issued Executive Order Number 20-112 initiating Phase 1 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery.

May 8, 2020 - Governor Ron DeSantis issued Executive Order Number 20-114, which expires July 7, 2020, extending the Emergency Declaration of Executive Order 20-52 for 60 days for the entire State of Florida.

May 28, 2020 - City Council extended the City's declaration of a state of emergency until July 7, 2020.

June 3, 2020 - Governor Ron DeSantis issued Executive Order Number 20-139 initiating Phase 2 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery.

June 30, 2020 - City Council extended the City's declaration of a state of emergency until August 13, 2020.

July 7, 2020 - Governor Ron DeSantis issued Executive Order Number 20-166 extending the Emergency Declaration of Executive Order 20-52 for 60 days for the entire State of Florida (expiration September 5, 2020).

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

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**CITY ATTORNEY REVIEW:** Yes

7/30/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator

**ATTACHMENTS:**

- 1) City of Pensacola State of Emergency 20-01
- 2) Executive Order 20-52
- 3) Executive Order 20-112
- 4) Executive Order 20-114
- 5) Executive Order 20-139
- 6) Executive Order 20-166

**PRESENTATION:** No

GROVER C. ROBINSON, IV  
Mayor

## CITY OF PENSACOLA

### **DECLARATION OF STATE OF EMERGENCY 20-01**

**WHEREAS**, Donald J. Trump, President of the United States, on March 13, 2020, declared a state of emergency for the United States of America beginning March 1, 2020; and

**WHEREAS**, Ron DeSantis, the Governor of the State of Florida, on March 9, 2020, issued Executive Order Number 20-52 declaring a state of emergency; and

**WHEREAS**, the Escambia County Board of County Commissioners, on March 16, 2020, issued Resolution R2020-24 declaring a state of emergency for Escambia County; and

**WHEREAS**, the COVID-19 virus has the propensity to spread from person to person through direct physical contact and through the air; and

**WHEREAS**, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus.

**NOW, THEREFORE**, I, Grover C. Robinson, IV, by the authority vested in me pursuant to Florida law and Section 2-4-8 of the Code of the City of Pensacola, and all other applicable laws, do hereby declare as follows:

Section 1. The above recitals are true, correct, and incorporated herein.

Section 2. As a result and consequence of the continuing threats to the public health, safety, and welfare, both public and private, in the City of Pensacola caused by the Coronavirus Disease 2019 (COVID-19), a state of emergency exists and is in effect beginning March 18, 2020 at 8:00 a.m. central daylight time.

Section 3. Pursuant to City Code section 2-4-8 and within the limits of the federal and state laws and constitutions, the Mayor hereby authorizes and directs the following:

- a. Take such emergency measures as determined necessary to protect the health, safety, and welfare of the citizens and to ensure the continued functioning of local government.
- b. Exercise such emergency management powers granted to political subdivisions by Florida law.
- c. Alter normal work schedules and grant the nonessential work force time off with pay.

- d. Determine which employees are deemed essential during this emergency.
- e. Pay essential employees, both non-exempt and certain ranges of exempt under the Fair Labor Standards Act, at overtime rates when required to report for duty during the time the remaining work force is not required to report.
- f. Waive or suspend all ordinances, policies, procedures, or customs of the city as the Mayor determines necessary for purchase of commodities and services, for contracts of no more than one (1) year duration, for the assignment of employees, and for the facilitation of reconstruction and repair, both public and private, as the determined necessary.
- g. Delegate such powers to staff as determined necessary to the effective administration of the government of the City of Pensacola.

Section 3. The City Administrator or his designee is hereby empowered, authorized, and directed to exercise on behalf of the Mayor, such emergency powers necessary to carry out the provisions of this declaration, Chapter 252, Florida Statutes, as well as any other powers expressly or implicitly conferred pursuant to other law or ordinance.

Section 4. The City Administrator's exercise of authority pursuant to this memorandum shall exist for a period of thirty (30) days from the date of this memorandum.

Section 5. This declaration shall expire in thirty (30) days from the date of this memorandum unless extended or shortened by action of the City Council.

IN TESTIMONY WHEREOF, I have hereto set my hand this 18<sup>th</sup> day of March, 2020.

CITY OF PENSACOLA

  
A handwritten signature in blue ink, appearing to read 'GCRobinson', is written over a horizontal line.

GROVER C. ROBINSON, IV, MAYOR

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-52

(Emergency Management - COVID-19 Public Health Emergency)

**WHEREAS**, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, in late 2019, a new and significant outbreak of COVID-19 emerged in China; and

**WHEREAS**, the World Health Organization previously declared COVID-19 a Public Health Emergency of International Concern; and

**WHEREAS**, in response to the recent COVID-19 outbreak in China, Iran, Italy, Japan and South Korea, the Centers for Disease Control and Prevention (“CDC”) has deemed it necessary to prohibit or restrict non-essential travel to or from those countries; and

**WHEREAS**, on March 1, 2020, I issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

**WHEREAS**, on March 7, 2020, I directed the Director of the Division of Emergency Management to activate the State Emergency Operations Center to Level 2 to provide coordination and response to the COVID-19 emergency; and

**WHEREAS**, as of March 9, 2020, eight counties in Florida have positive cases for COVID-19, and COVID-19 poses a risk to the entire state of Florida; and



**WHEREAS**, the CDC currently recommends community preparedness and everyday prevention measures be taken by all individuals and families in the United States, including voluntary home isolation when individuals are sick with respiratory symptoms, covering coughs and sneezes with a tissue and disposal of the tissue immediately thereafter, washing hands often with soap and water for at least 20 seconds, using of alcohol-based hand sanitizers with 60%-95% alcohol if soap and water are not readily available and routinely cleaning frequently touched surfaces and objects to increase community resilience and readiness for responding to an outbreak; and

**WHEREAS**, the CDC currently recommends mitigation measures for communities experiencing an outbreak including staying at home when sick, keeping away from others who are sick, limiting face-to-face contact with others as much as possible, consulting with your healthcare provider if individuals or members of a household are at high risk for COVID-19 complications, wearing a facemask if advised to do so by a healthcare provider or by a public health official, staying home when a household member is sick with respiratory disease symptoms if instructed to do so by public health officials or a health care provider; and

**WHEREAS**, as Governor, I am responsible for meeting the dangers presented to this state and its people by this emergency.

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. Because of the foregoing conditions, I declare a state of emergency exists in the State of Florida.

Section 2. I designate the Director of the Division of Emergency Management (“Director”) as the State Coordinating Officer for the duration of this emergency and direct him to execute the State’s Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency. Additionally, I designate the State Health Officer and Surgeon General as a Deputy State Coordinating Officer and State Incident Commander.

Pursuant to section 252.36(1)(a), Florida Statutes, I delegate to the State Coordinating Officer the authority to exercise those powers delineated in sections 252.36(5)-(10), Florida Statutes, which he shall exercise as needed to meet this emergency, subject to the limitations of section 252.33, Florida Statutes. In exercising the powers delegated by this Order, the State Coordinating Officer shall confer with the Governor to the fullest extent practicable. The State Coordinating Officer shall also have the authority to:

A. Seek direct assistance and enter into agreements with any and all agencies of the United States Government as may be needed to meet the emergency.

B. Designate additional Deputy State Coordinating Officers, as necessary.

C. Suspend the effect of any statute, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency.

D. Enter orders as may be needed to implement any of the foregoing powers; however, the requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such orders issued by the State Coordinating Officer; however, no such order shall remain in effect beyond the expiration of this Executive Order, to include any extension.

Section 3. I order the Adjutant General to activate the Florida National Guard, as needed, to deal with this emergency.

Section 4. I find that the special duties and responsibilities resting upon some State, regional, and local agencies and other governmental bodies in responding to the emergency may require them to suspend the application of the statutes, rules, ordinances, and orders they administer. Therefore, I issue the following authorizations:

A. Pursuant to section 252.36(1)(a), Florida Statutes, the Executive Office of the Governor may suspend all statutes and rules affecting budgeting to the extent necessary to provide budget authority for state agencies to cope with this emergency. The requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such suspension issued by the Executive Office of the Governor; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extension.

B. Each State agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency. This includes, but is not limited to, the authority to suspend any and all statutes, rules, ordinances, or orders which affect leasing, printing, purchasing, travel, and the condition of employment and the compensation of employees. For the purposes of this Executive Order, “necessary action in coping with the emergency” means any emergency mitigation, response, or recovery action: (1) prescribed in the State Comprehensive Emergency Management Plan (“CEMP”); or (2) ordered by the State Coordinating Officer. The requirements of sections 252.46 and 120.54, Florida Statutes, shall not apply to any such suspension issued by a State agency; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extensions.

C. In accordance with section 465.0275, Florida Statutes, pharmacists may dispense up to a 30-day emergency prescription refill of maintenance medication to persons who reside in an area or county covered under this Executive Order and to emergency personnel who have been activated by their state and local agency but who do not reside in an area or county covered by this Executive Order.

D. In accordance with section 252.38, Florida Statutes, each political subdivision within the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

- 1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- 2) Entering into contracts; however, political subdivisions are cautioned against entering into time and materials contracts without ceiling as defined by 2 CFR 200.318(j) or cost plus percentage contracts as defined by 2 CFR 200.323(d);
- 3) Incurring obligations;
- 4) Employment of permanent and temporary workers;
- 5) Utilization of volunteer workers;
- 6) Rental of equipment;
- 7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and,
- 8) Appropriation and expenditure of public funds.

E. All State agencies responsible for the use of State buildings and facilities may close such buildings and facilities in those portions of the State affected by this emergency, to the extent necessary to meet this emergency. I direct each State agency to report the closure of any State



building or facility to the Secretary of the Department of Management Services. Under the authority contained in section 252.36, Florida Statutes, I direct each County to report the closure of any building or facility operated or maintained by the County or any political subdivision therein to the Secretary of the Department of Management Services. Furthermore, I direct the Secretary of the Department of Management Services to:

- 1) Maintain an accurate and up-to-date list of all such closures; and,
- 2) Provide that list daily to the State Coordinating Officer.

Section 5. I find that the demands placed upon the funds appropriated to the agencies of the State of Florida and to local agencies are unreasonably great and the funds currently available may be inadequate to pay the costs of coping with this emergency. In accordance with section 252.37(2), Florida Statutes, I direct that sufficient funds be made available, as needed, by transferring and expending moneys appropriated for other purposes, moneys from unappropriated surplus funds, or from the Budget Stabilization Fund.

Section 6. All State agencies entering emergency final orders or other final actions in response to this emergency shall advise the State Coordinating Officer contemporaneously or as soon as practicable.

Section 7. Medical professionals and workers, social workers, and counselors with good and valid professional licenses issued by states other than the State of Florida may render such services in Florida during this emergency for persons affected by this emergency with the condition that such services be rendered to such persons free of charge, and with the further condition that such services be rendered under the auspices of the American Red Cross or the Florida Department of Health.

Section 8. All activities taken by the Director of the Division of Emergency Management and the State Health Officer and Surgeon General with respect to this emergency before the issuance of this Executive Order are ratified. This Executive Order shall expire sixty days from this date unless extended.



ATTEST:

*Laurel M. Lee*  
SECRETARY OF STATE

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 9th day of March, 2020.

*[Signature]*  
RON DESANTIS, GOVERNOR

FILED  
2020 MAR -9 PM 5:52  
TALLAHASSEE, FLORIDA

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-112

(Phase 1: Safe. Smart. Step-by-Step. Plan for Florida's Recovery)

**WHEREAS**, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

**WHEREAS**, on April 3, 2020, I issued Executive Order 20-91 and Executive Order 20-92 directing all persons in Florida to limit their movements and personal interactions outside of their home only to those necessary to obtain or provide essential services or conduct essential activities; and

**WHEREAS**, my administration has implemented a data-driven strategy devoted to high-volume testing and aggressive contact tracing, as well as strict screening protocols in long-term care facilities to protect vulnerable residents; and

**WHEREAS**, data collected by the Florida Department of Health indicates the State has achieved several critical benchmarks in flattening the curve, including a downward trajectory of hospital visits for influenza-like illness and COVID-19-like syndromic cases, a decrease in percent positive test results, and a significant increase in hospital capacity since March 1, 2020; and

**WHEREAS**, during the week of April 20, 2020, I convened the Task Force to Re-Open Florida to evaluate how to safely and strategically re-open the State; and

**WHEREAS**, the path to re-opening Florida must promote business operation and economic recovery while maintaining focus on core safety principles.

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution and Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order:

Section 1. Phase 1 Recovery

In concert with the efforts of President Donald J. Trump and the White House Coronavirus Task Force, and based on guidance provided by the White House and the Centers for Disease Control and Prevention (CDC), the Occupational Safety and Health Administration (OSHA), and the Florida Surgeon General and State Health Officer, Dr. Scott Rivkees, I hereby adopt the following in response to the recommendations in Phase 1 of the plan published by the Task Force to Re-Open Florida.

Section 2. Responsible Individual Activity

A. All persons in Florida shall continue to limit their personal interactions outside the home; however, as of the effective date of this order, persons in Florida may provide or obtain:

1. All services and activities currently allowed, *i.e.*, those described in Executive Order 20-91 and its attachments, which include activities detailed in Section 3 of Executive Order 20-91, the U.S. Department of Homeland Security in its Guidance on the Essential Critical Infrastructure Workforce and a list propounded by Miami-Dade County in multiple orders (as of April 1, 2020), as well as other services and activities approved by the State Coordinating Officer. Such services should continue to follow safety



guidelines issued by the CDC and OSHA. If necessary, employee screening or use of personal protective equipment should continue.

2. Additional services responsibly provided in accordance with Sections 3 and 4 of this order in counties other than Miami-Dade, Broward and Palm Beach. In Miami-Dade, Broward and Palm Beach counties, allowances for services and activities from Sections 3 and 4 of this order will be considered in consultation with local leadership.

B. Except as provided in Section 2(A)(1) of this order, senior citizens and individuals with a significant underlying medical condition (such as chronic lung disease, moderate-to-severe asthma, serious heart conditions, immunocompromised status, cancer, diabetes, severe obesity, renal failure and liver disease) are strongly encouraged to stay at home and take all measures to limit the risk of exposure to COVID-19.

C. For the duration of this order, all persons in Florida should:

1. Avoid congregating in large groups. Local jurisdictions shall ensure that groups of people greater than ten are not permitted to congregate in any public space that does not readily allow for appropriate physical distancing.
2. Avoid nonessential travel, including to U.S. states and cities outside of Florida with a significant presence of COVID-19.
3. Adhere to guidelines from the CDC regarding isolation for 14 days following travel on a cruise or from any international destination and any area with a significant presence of COVID-19.

D. This order extends Executive Order 20-80 (Airport Screening and Isolation) and Executive Order 20-82 (Isolation of Individuals Traveling to Florida), with exceptions for persons involved in military, emergency, health or infrastructure response or involved in commercial activity. This order extends Sections 1(C) and 1(D) of Executive Order 20-86 (Additional Requirements of Certain Individuals Traveling to Florida), which authorize the Department of Transportation, with assistance from the Florida Highway Patrol and county sheriffs, to continue to implement checkpoints on roadways as necessary.

Section 3. Businesses Restricted by Previous Executive Orders

Unless I direct otherwise, for the duration of this order, the following applies to businesses directly addressed by my previous Executive Orders:

- A. Bars, pubs and nightclubs that derive more than 50 percent of gross revenue from the sale of alcoholic beverages shall continue to suspend the sale of alcoholic beverages for on-premises consumption. This provision extends Executive Order 20-68, Section 1 as modified by Executive Order 20-71, Sections 1 and 2.
- B. Restaurants and food establishments licensed under Chapters 500 or 509, Florida Statutes, may allow on-premises consumption of food and beverage, so long as they adopt appropriate social distancing measures and limit their indoor occupancy to no more than 25 percent of their building occupancy. In addition, outdoor seating is permissible with appropriate social distancing. Appropriate social distancing requires maintaining a minimum of 6 feet between parties, only seating parties of 10 or fewer people and keeping bar counters closed to seating. This provision

extends Executive Order 20-68, Section 3 and supersedes the conflicting provisions of Executive Order 20-71, Section 2 regarding on-premises food consumption.

- C. Gyms and fitness centers closed by Executive Order 20-71 shall remain closed.
- D. The prohibition on vacation rentals in Executive Order 20-87 remains in effect for the duration of this order.
- E. The Department of Business and Professional Regulation shall utilize its authorities under Florida law to implement and enforce the provisions of this order as appropriate.

#### Section 4. Other Affected Business Services

Unless I direct otherwise, for the duration of this order, the following applies to other business services affected by my previous Executive Orders:

- A. In-store retail sales establishments may open storefronts if they operate at no more than 25 percent of their building occupancy and abide by the safety guidelines issued by the CDC and OSHA.
- B. Museums and libraries may open at no more than 25 percent of their building occupancy, provided, however, that (a) local public museums and local public libraries may operate only if permitted by local government, and (b) any components of museums or libraries that have interactive functions or exhibits, including child play areas, remain closed.

#### Section 5. Medical Procedures

Subject to the conditions outlined below, elective procedures prohibited by Executive Order 20-72 may resume when this order goes into effect. A hospital ambulatory surgical center, office surgery center, dental office, orthodontic office, endodontic office or other health care

practitioners' office in the State of Florida may perform procedures prohibited by Executive Order 20-72 only if:

- A. The facility has the capacity to immediately convert additional facility-identified surgical and intensive care beds for treatment of COVID-19 patients in a surge capacity situation;
- B. The facility has adequate personal protective equipment (PPE) to complete all medical procedures and respond to COVID-19 treatment needs, without the facility seeking any additional federal or state assistance regarding PPE supplies;
- C. The facility has not sought any additional federal, state, or local government assistance regarding PPE supplies since resuming elective procedures; and
- D. The facility has not refused to provide support to and proactively engage with skilled nursing facilities, assisted living facilities and other long-term care residential providers.

The Agency for Health Care Administration and the Department of Health shall utilize their authority under Florida law to further implement and enforce these requirements. This order supersedes the conflicting provisions of Executive Order 20-72.

Section 6. Previous Executive Orders Extended

The Executive Order 20-69 (Local Government Public Meetings) is extended for the duration of this order.

Section 7. Enforcement

This order shall be enforced under section 252.47, Florida Statutes. Violation of this order is a second-degree misdemeanor pursuant to section 252.50, Florida Statutes, and is punishable by imprisonment not to exceed 60 days, a fine not to exceed \$500, or both.

Section 8.      Effective Date

This order is effective at 12:01 a.m. on May 4, 2020.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 29th day of April, 2020.

  
RON DESANTIS, GOVERNOR

ATTEST:

  
SECRETARY OF STATE

FILED  
2020 APR 29 PM 4:52  
TALLAHASSEE, FLORIDA

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-114

(Emergency Management – Extension of Executive Order 20-52 – COVID-19)

**WHEREAS**, on March 1, 2020, I issued Executive Order 20-51, directing the Florida Department of Health to issue a Public Health Emergency due to COVID-19; and

**WHEREAS**, on March 9, 2020, I issued Executive Order 20-52, declaring a state of emergency for the entire state due to COVID-19; and

**WHEREAS**, on March 25, 2020, President Donald J. Trump approved my request and declared a Major Disaster due to COVID-19 in Florida; and

**WHEREAS**, on April 29, 2020, after consulting with my Task Force to Re-Open Florida, I issued Executive Order 20-112, my “Phase 1: Safe. Smart. Step-by-Step. Plan for Florida’s Recovery”; and

**WHEREAS**, I, as Governor of Florida, am committed to providing all available resources and assisting all Floridians and our local communities with their efforts; and

**WHEREAS**, no state of emergency declared pursuant to the Florida Emergency Management Act may continue for more than 60 days unless renewed by the Governor; and

**WHEREAS**, the impact of COVID-19 poses a continuing threat to the health, safety and welfare of the State of Florida and its residents.

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. The state of emergency declared in Executive Order 20-52, will be extended for 60 days following the issuance of this order for the entire State of Florida.

Section 2. To the extent Executive Order 20-112, Phase 1: Safe. Smart. Step-by-Step. Plan for Florida's Recovery, amended or extended any executive order related to COVID-19, the referenced executive orders shall remain in effect, as modified.

Section 3. All actions taken by the Director of the Division of Emergency Management as the State Coordinating Officer with respect to this emergency before the issuance of this Executive Order are ratified, and he is directed to continue to execute the State's Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency.

Section 4. Except as amended herein, Executive Order 20-52 is ratified and reaffirmed.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 8th day of May, 2020.

  
RON DESANTIS, GOVERNOR

ATTEST:

  
SECRETARY OF STATE

FILED  
2020 MAY - 8 AM 8:56  
DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 20-139

(Phase 2: Safe. Smart. Step-by-Step. Plan for Florida's Recovery)

**WHEREAS**, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

**WHEREAS**, on April 29, 2020, I issued Executive Order 20-112 initiating Phase 1 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery; and

**WHEREAS**, on May 14, 2020, I issued Executive Order 20-123 for Full Phase 1.

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution and Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order:

### Section 1. Phase 2 Recovery

In concert with the efforts of President Donald J. Trump, and based on guidance provided by the White House and the Centers for Disease Control and Prevention (CDC), the Occupational Safety and Health Administration (OSHA), and the Florida Surgeon General and State Health Officer, I hereby adopt the following in response to the recommendations in Phase 2 of the plan published by the Task Force to Re-Open Florida.

- A. Executive Order 20-112, as modified by Executive Orders 20-120, 20-122, 20-123 and 20-131, is extended as further modified below.
- B. In Miami-Dade, Broward and Palm Beach counties, the re-opening provisions of Section 4 of this order will be considered after each county seeks approval with a written request from the County Mayor or if no mayor the County Administrator.



## Section 2. Responsible Individual Activity

All persons in Florida are encouraged to follow appropriate social distancing and safety protocols issued by the CDC and OSHA. The direction to follow such protocols, and those additional protocols listed below in this section, is guidance and not enforceable under section 252.47, Florida Statutes.

- A. Senior citizens and individuals with a significant underlying medical condition are strongly encouraged to avoid crowds and take measures to limit the risk of exposure to COVID-19.
- B. All persons in Florida are encouraged to avoid congregating in groups larger than 50 persons.
- C. All persons who work in long-term care facilities should be tested for COVID-19 on a routine basis.
- D. In-store retail businesses, including gyms and fitness centers, should maintain appropriate social distancing and sanitation protocols.

## Section 3. Additional Requirements for Certain Individuals Traveling to Florida

Executive Orders 20-80 and 20-82 are extended with exceptions for persons involved in commercial activity and students traveling for the purpose of academic work, internships, sports training and any other activity or program approved by the educational institution. This order supersedes Executive Order 20-86.

## Section 4. Business Activity

This order supersedes Executive Orders 20-91 and 20-92 and Executive Order 20-112 Section 2. This order further supersedes any conflicting provisions of Executive Order 20-112 including Section 3C. (gyms) and Section 4 (retail and museums) and Executive Order 20-123

including Section 1.B. (retail), C.(museums) and D. (gyms). This order extends and modifies the remaining provisions of Executive Order 20-112 and Executive Order 20-123 as follows:

- A. Restaurants and other establishments, and bars and other vendors licensed to sell alcoholic beverages for consumption on the premises, may operate at fifty (50) percent of their indoor capacity, excluding employees, as under Executive Order 20-123, Section 1. Bar areas may be open with seated service. In addition, outdoor seating is permissible with appropriate social distancing. This section does not apply to nightclubs. Non-conflicting provisions in Executive Order 20-71, Sections 1 and 2 remain in effect.
- B. Entertainment businesses, including but not limited to movie theaters, concert houses, auditoriums, playhouses, bowling alleys, and arcades may operate at fifty (50) percent of their building capacity, with appropriate social distancing between groups and appropriate sanitation.
- C. Pari-mutuel facilities may seek to operate with a written request from the County Mayor or if no mayor the County Administrator to the Secretary of the Department of Business and Professional Regulation (DBPR) and the approval of the DBPR Secretary.
- D. Personal services, including but not limited to tattooing, body piercing, acupuncture, tanning and massage, may operate with appropriate safety guidelines as outlined by the Department of Health.

Section 6. Previous Executive Order Extended

Executive Order 20-69 is extended until June 30, 2020.

Section 7.      Enforcement

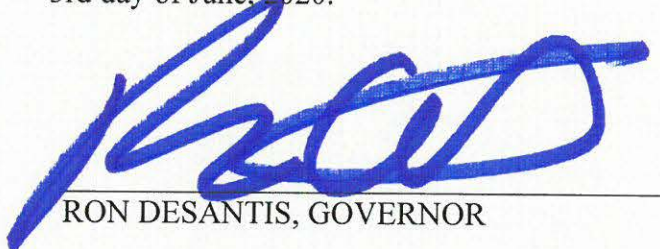
This order, with the exception of Section 2, shall be enforced under section 252.47, Florida Statutes, and by the Department of Business and Professional Regulation. Violation of this order is a second-degree misdemeanor pursuant to section 252.50, Florida Statutes, and is punishable by imprisonment not to exceed 60 days, a fine not to exceed \$500, or both.

Section 8.      Effective Date

This order is effective at 12:01 a.m. on June 5, 2020.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 3rd day of June, 2020.

  
\_\_\_\_\_  
RON DESANTIS, GOVERNOR

ATTEST:

  
\_\_\_\_\_  
SECRETARY OF STATE

**FILED**  
2020 JUN -3 AM 9:49  
DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-166

(Emergency Management – Extension of Executive Order 20-52 – COVID-19)

**WHEREAS**, on March 9, 2020, I issued Executive Order 20-52, declaring a state of emergency for the entire state due to COVID-19; and

**WHEREAS**, on March 25, 2020, President Donald J. Trump approved my request and declared a Major Disaster due to COVID-19 in Florida; and

**WHEREAS**, on June 3, 2020, I issued Executive Order 20-139, implementing Phase 2 of my Safe. Smart. Step-by-Step. Plan for Florida's Recovery; and

**WHEREAS**, I, as Governor of Florida, am committed to providing all available resources and assisting all Floridians and our local communities with their efforts; and

**WHEREAS**, no state of emergency declared pursuant to the Florida Emergency Management Act may continue for more than 60 days unless renewed by the Governor; and

**WHEREAS**, the impact of COVID-19 poses a continuing threat to the health, safety and welfare of the State of Florida and its residents.

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. The state of emergency declared in Executive Order 20-52, as extended by Executive Order 20-114, will be extended for 60 days following the issuance of this order for the entire State of Florida.



Section 2. To the extent Executive Order 20-139, Phase 2: Safe. Smart. Step-by-Step. Plan for Florida's Recovery, amended or extended any executive order related to COVID-19, the referenced executive orders shall remain in effect, as modified.

Section 3. All actions taken by the Director of the Division of Emergency Management as the State Coordinating Officer with respect to this emergency before the issuance of this Executive Order are ratified, and he is directed to continue to execute the State's Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency.

Section 4. Except as amended herein, Executive Order 20-52, extended by Executive Order 20-114, is ratified and reaffirmed.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 7th day of July, 2020.

  
\_\_\_\_\_  
RON DESANTIS, GOVERNOR

ATTEST:

  
\_\_\_\_\_  
SECRETARY OF STATE

FILED  
2020 JUL -7 AM 10:08  
DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00424

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

DECLARATION AND DISPOSITION OF REAL PROPERTY - 900 EAST JACKSON STREET  
(MALCOLM YONGE GYMNASIUM)

**RECOMMENDATION:**

That the City Council declare the real property located at 900 East Jackson Street, Malcolm Yonge Gymnasium (Parcel Ref. No. 000S009025005082) as surplus and authorize the Mayor to dispose of through a Request for Proposal. Further, that the City Council determine the desired reuse and authorize the Mayor to execute all contracts, related documents, and any related action necessary to dispose of the property and that staff draft as necessary.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Malcolm Yonge Gymnasium was named for Malcolm Yonge, who was an original member of the Recreation board from 1943 until his death in 1951, serving as Chairman for two years. While under his direction, several youth centers were built, parks added, and other projects extended in scope. A native Pensacolian, he also served as chief deputy tax collector under John R. Jones and attended Alabama Polytechnic Institute (now known as Auburn University). The center was dedicated on July 27, 1961.

As of today, the Gym offers senior programs, such as pickleball and volleyball, and youth basketball and volleyball camps (pre-pandemic). With citizens participating from all over the area, these programs can easily be relocated to other resource centers with as little as two weeks lead time.

In keeping with Council policy, an appraisal of this property was received by City staff in September 2019, and notices will be mailed to property owners within the 300-ft radius of the property. To facilitate the sale of the property, the Mayor or his designee will determine the most efficient effective method to market the parcel. Once a buyer is identified, the proposal will be presented to City Council for consideration.

**PRIOR ACTION:**

None

1198

**FUNDING:**

TBD

**FINANCIAL IMPACT:**

TBD

**CITY ATTORNEY REVIEW:** Yes

7/31/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

Amy Lovoy, Finance Director

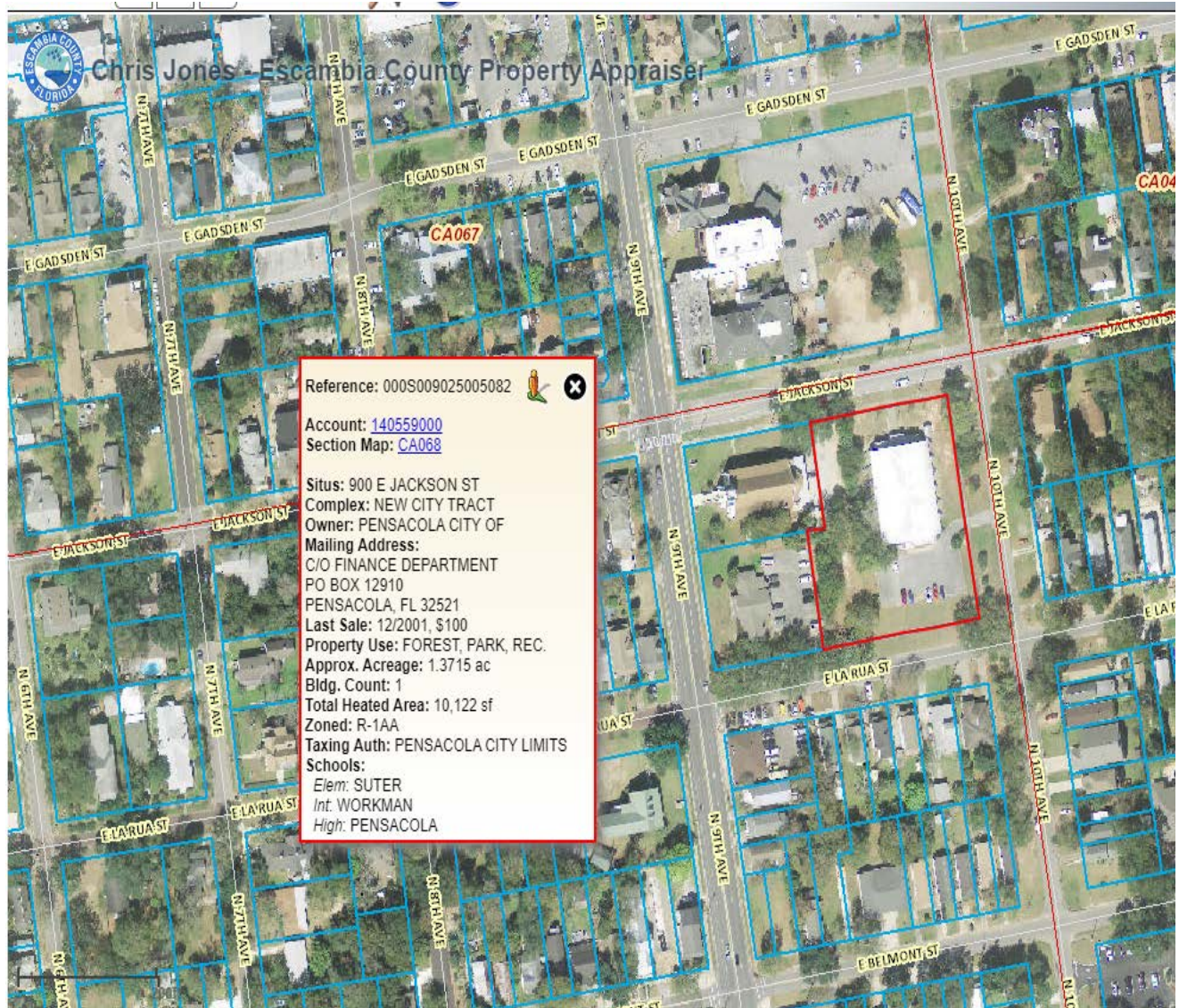
Brian Cooper, Parks and Recreation Director

**ATTACHMENTS:**

- 1) Aerial from Property Appraiser website
- 2) Appraisal - September 2019
- 3) Disposition of Surplus Real Property - Council Policy

**PRESENTATION:** No





Screen capture of Malcolm Yonge Gym property (with info card) from Chris Jones Property Appraiser website

July 30, 2020



**APPRAISAL REPORT**

**OF A**

**COMMERCIAL PROPERTY**

**LOCATED AT**

**900 EAST JACKSON STREET**  
**PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32501**

**EXCLUSIVELY FOR**

**CITY OF PENSACOLA**  
**CLIENT PURCHASE ORDER #78275**

**AS OF**

**AUGUST 16, 2019**

**BY**

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

**2803 EAST CERVANTES STREET, SUITE C**

**PENSACOLA, FLORIDA**

**32503**

## **APPRAISAL REPORT**

*The subject property consists of a commercial building, related site improvements, and underlying land which are located at 900 East Jackson Street in Pensacola, Florida. The property is utilized by the owner/client as a gymnasium, and it is referred to as the Malcom Yonge Center. The subject is considered to represent a special-purpose use based upon the design and use of the building as a recreational gymnasium. It should be noted that the portable bleachers and other items of equipment within the building are considered to be items of personal property and they have therefore not been included in this valuation.*

*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, gymnasium 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 consists of a commercial property with no lease encumbrances. The subject property is improved with a gymnasium building that has relatively specialized features and characteristics. 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. 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.*

### **CLIENT:**

City of Pensacola  
Attention: Ms. Rebecca Ferguson  
Economic Policy Coordinator  
222 West Main Street  
Pensacola, Florida 32502

**APPRAISER:** Charles C. Sherrill, Jr., MAI  
State - Certified General Appraiser #RZ1665  
Sherrill Appraisal Company  
2803 East Cervantes Street, Suite C  
Pensacola, FL 32503

**APPRAISAL FILE NUMBER:** N219-0088

**PURCHASE ORDER NUMBER:** #78275

**PROPERTY LOCATION:** 900 East Jackson Street, Pensacola, Escambia County, Florida 32501

**PROPERTY TYPE/CURRENT USE:** Gymnasium (Special-purpose use)

**REPORTED PROPERTY OWNER:** City of Pensacola

**OCCUPANT:** Owner

**TAX ACCOUNT NUMBER:** 14-0559-000

**PARCEL IDENTIFICATION NO.:** 00-0S-00-9025-005-082

**CURRENT PROPERTY TAX ASSESSMENT:** \$597,467; It should be noted that there are no unpaid property taxes as the current owner is exempt from real estate taxation based upon its governmental status.

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

**ZONING CLASSIFICATIONS:** R-1AA; Medium Density Residential

**FUTURE LAND USE CLASSIFICATION:** 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 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

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

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; No other party is entitled to rely upon this report without written consent of the appraiser.

**INTENDED USE OF REPORT:**

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

**OWNERSHIP INTERESTS VALUED:**

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

**DATE OF PROPERTY INSPECTION:**

August 16, 2019

**EFFECTIVE DATE OF VALUE:**

August 16, 2019

**DATE OF APPRAISAL REPORT:**

September 5, 2019

**FINAL ESTIMATE OF VALUE:**

\$870,000 (Value As Is, subject to the appraisal assumptions and limiting conditions that are presented in the addendum of this appraisal report)

**ALLOCATED VALUE OF  
SUBJECT LAND COMPONENT:**

\$780,000

**ALLOCATED VALUE OF  
SUBJECT IMPROVEMENTS:**

\$90,000

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

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, large gymnasium 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.

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

Comparable construction costs for similar gymnasium facilities were obtained from Marshall & Swift Cost Service to estimate the replacement cost new of the existing subject facility. An estimate of the accrued depreciation of the improvements was then made based upon its observed physical condition. These efforts were performed in the process of preparing the traditional Cost Approach to valuation. The appraiser concludes that this particular scope of appraisal work is sufficient to achieve credible assignment results.

As previously mentioned, comparable improved gymnasium sales and rental market data for the subject property was not considered to be adequate to result in reliable indications of market value for the subject from the Sales Comparison or Income Capitalization Approaches. Gymnasium properties like the subject are not frequently bought and sold in the local area. Additionally, gymnasiums are typically owner-occupied and not frequently leased by owners to church congregations. Accordingly, the Sales Comparison and Income Capitalization Approaches were considered for this valuation, but they were not performed within this appraisal due to this scarcity of quality comparable market data. It is concluded from this analysis that the value estimate indicated by the Cost Approach was deemed to be reasonably supportable for the subject property. In conclusion, the scope of the analysis performed for this valuation is concluded to be sufficient to result in credible assignment results.

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

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

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

According to recent (2018) statistics from the U. S. Census Bureau, there are 315,534 residents in Escambia County, which ranked 21<sup>st</sup> in county population in Florida. Escambia County's population increased by 6.0 percent since 2010, and this gradual increase is anticipated for the near-term future. Escambia County has a diversified economic base which includes tourism, military (U. S. Navy), and a strong service sector. The area has a current unemployment rate of 2.9 percent, which is fairly consistent with that indicated by the state and national averages (2.9 percent and 3.6 percent, respectively).

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

**Neighborhood:** The subject property is well-located inside the city limits of Pensacola in close proximity to Downtown Pensacola. The subject neighborhood boundaries are generally defined as East Texar Drive on the north, North Seventeenth Avenue on the east, East Gregory Street on the south, and Interstate 110 on the west. Land uses in this immediate mixed residential and commercial area include retail establishments, offices, convenience stores, strip shopping centers, restaurants, banks, auto service garages, apartments, residences, mobile homes, warehouses, pawn shops, auto sales lots, mini-warehouses, churches, motels, and lounges. The neighborhood is convenient to Downtown Pensacola, churches, shopping facilities, schools, medical facilities, recreational facilities, and other major sources of employment. No adverse neighborhood conditions were observed by the appraiser. The subject property is concluded to be well-suited to its neighborhood.

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

**Site Description:** The subject property is located on the southwest corner of East Jackson Street and North 10<sup>th</sup> Avenue. The property is situated immediately adjacent to an office, residences, and a church. The corner interior parcel is fairly regular in shape. The site has 203 feet of frontage on the south side of East Jackson Street, 275 feet of frontage on the west side of North 10<sup>th</sup> Avenue, and 230 feet of frontage on the north side of East La Rua Street. According to the Escambia County Property Appraiser's Office, the property contains 1.3715 acres. These equate by calculation to a land area of 59,743 square feet. Based upon this land area and the 10,148-square foot size of the structure, the indicated land-to-building ratio of the subject is 5.9 to 1.0. This is considered to be relatively adequate when compared to similar properties in the local market.

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

East Jackson Street, North 10<sup>th</sup> Avenue, and East La Rua Street are all two-laned secondary roadways in front of the subject. Overall access to the property is concluded to be somewhat favorable.

The subject property zoned R-1AA; Medium Density Residential under the zoning ordinances of the City of Pensacola. The R-1AA zoning district was established for the purpose of providing a mixture of one and two-family dwellings with a maximum density of up to 8.7 dwelling units per acre for single-family residences. This equates to a total of 11 home sites for the subject (1.3715 acres x 8.7 units/acre = 11.9, rounded). However, based upon the boundary lines of the platted lots of the subject property (within Block 82 of the New City Tract), it appears that a total lot count of 9 home sites is more reasonable.

Land uses permitted within this classification include single-family detached dwellings, accessory residential units, residential duplexes, certain community residential homes licensed by the Florida Department of Health and Rehabilitative Services with six or fewer residents, providing that it is not to be located within 1,000 feet of another such home, schools and educational institutions, libraries and community centers opened to the public and buildings used exclusively by the federal, state, county, and city government for public purposes, churches, and parish houses, home occupations, municipally-owned and operated parks and playgrounds, and private horse stables. There are minimum lot areas and certain front, side, and rear yard setbacks. The maximum building height is 35 feet. The present gymnasium use of the subject property, as a community center that is operated for use by the public, is apparently permitted by the current R-1AA zoning classification. The property has a Future Land Use Classification of MDR; Medium Density Residential.

**Description of Improvements:** The subject improvements consist of a special-purpose recreational gymnasium building which based upon the appraiser's measurements, calculations, and estimates contains approximately 10,148 square feet. The property is operated by the owner (City of Pensacola) as a gymnasium for use by the public. The building has an arch-style semi-cylindrical design, and it is constructed of concrete block exterior walls on a concrete foundation. The roof cover is of a metal material. The building has an eave height which ranges broadly from approximately 10 to 28 feet.

**Description of Improvements (Cont'd):** The interior layout of the facility consists primarily of a full-sized basketball court with multiple basketball goals. The floor plan also includes an entrance lobby, two restrooms, an office area, two athletic locker rooms, and a janitorial storage closet at the rear of the building. The entire structure is heated and cooled with a central system. There are a number of windows within the facility and the flooring is primarily of a rolled-vinyl material. As previously mentioned, the portable bleacher system within the building is considered to be an item of personal property and it has therefore not been included in this valuation.

The building is reported to have been constructed in 1975. The actual age of the structure is 44 years. Overall, the facility is considered to be in relatively average to below-average physical condition. Its effective age is estimated to be approximately 40 years. The total economic life of the structure is concluded to be approximately 50 years. As a result, the accrued depreciation of the subject building from physical deterioration is concluded to be 80.0 percent ( $40/50 \text{ years} = 0.80$ ) of its total replacement cost new. Additionally, functional obsolescence is concluded to be present based upon the previously-discussed special-purpose use of the subject building. No external obsolescence was noted.

The subject site improvements consist of asphalt paving, concrete sidewalks, 23 paved on-site parking spaces, concrete curb cuts, exterior lighting, a concrete retaining wall, adequate landscaping, and a small utility shed of nominal value. Overall, the subject structure and site improvements are considered to be physically well-adapted to the site.

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

The subject property is currently owned by City of Pensacola. According to the public records, the property was acquired by the current owner prior to 2002. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. No current listings, options, or agreements of sale of the subject property were discovered by the appraiser in the course of this analysis. The client is considering the sale of the subject property at a yet undetermined price.

## **HIGHEST AND BEST USE:**

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



**Highest and best use as if vacant.** The legally permissible uses of the subject site include single-family detached dwellings, accessory residential units, residential duplexes, certain community residential homes licensed by the Florida Department of Health and Rehabilitative Services with six or fewer residents, providing that it is not to be located within 1,000 feet of another such home, schools and educational institutions, libraries and community centers opened to the public and buildings used exclusively by the federal, state, county, and city government for public purposes, churches, and parish houses, home occupations, municipally-owned and operated parks and playgrounds, and private horse stables. These land uses are generally compatible with other property types in the subject neighborhood.

The subject is comprised of a 59,743-square foot land parcel with adequate shape, frontage on three paved roads, and fairly level topography. There are generally no physical limitations on developable alternatives of the subject such that each of the legally permissible uses are physically possible. Based upon the size and physical characteristics, the zoning, the favorable neighborhood conditions, and the desirable location of the subject parcel, a multiple-lot residential use is concluded to be financially feasible. Additionally, the maximally productive use of the subject site as though it were vacant is concluded to be a multiple-lot residential use. Therefore, the highest and best use of the property as though it were vacant is concluded to be a multiple-lot residential use.

**Highest and best use as improved.** The legally permissible uses of the subject property as currently improved are summarized above. Of these activities that are legally permissible of the subject property as improved, those considered to be physically possible are educational institutions, community centers, and churches. Based upon the age and condition of the building, a demolition and redevelopment of the subject site would not result in a higher return to the land than is currently being achieved. The current gymnasium activity is therefore concluded to represent a financially feasible use of the property as currently improved. Furthermore, the subject gymnasium activity is considered to represent the maximally productive use of the property as currently improved. In conclusion, the highest and best use of the property as currently improved is the existing gymnasium use although it represents a special purpose use.

It should be noted that the feasibility of an eventual re-development of the subject land parcel with approximately 9 to 11 residential home sites (for which it is currently zoned and platted) is anticipated to be favorable based upon the residential market and overall neighborhood conditions.

## **APPRAISAL PROCESS:**

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

As previously mentioned, the subject property is considered to represent a special-purpose use based upon the property's size, design, and intent for specific usage by the public as a recreational gymnasium. 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. The appraiser has clearly identified and explained this scope of work for this assignment within this appraisal report.

## **COST APPROACH:**

The Cost Approach involves a process in which an appraiser derives a value indication by estimating the current cost to reproduce or replace the existing or proposed structure, deducting for all accrued depreciation in the property (if any), and adding the estimated land value. The Cost Approach is based upon the principle of substitution which affirms that no prudent buyer would pay more for a property than the cost to acquire a similar site and construct improvements of equivalent desirability and utility without undue delay. A summary of the Cost Approach is presented on the following pages.

## SUMMARY OF LAND VALUATION ANALYSIS (AS IF VACANT):

A summary of the data pertaining to vacant land sales considered to be similar to the subject is presented below. Detailed information pertaining to each of these comparables, aerial photographs and site plans, and a location map are presented at the conclusion of this appraisal report.

COMP. RECORD NO.	NO.	LOCATION	DATE OF SALE	SALE PRICE	SQ. FT.	PRICE/ SQ. FT.
1	7990	511 East Gadsden Street	05/27/18	\$180,000	18,300	\$9.84
2	7998	622 North 7 <sup>th</sup> Avenue	08/11/17	\$205,000	16,500	\$12.42
3	7991	1000 East Belmont Street	01/05/18	\$162,500	11,000	\$14.77
4	7992	1307 East Cervantes Street	10/04/18	\$180,000	10,890	\$16.53

The above land sales represent properties considered generally comparable to the subject. These parcels range in size from 10,890 to 18,300 square feet, which is much smaller than the size of the subject. All are suitable for a residential type of use although the zoning of all but one also permit office usage. Each is located in the immediate subject neighborhood within approximately 4 blocks of the subject. These comparables range in price from \$162,500 to \$205,000, which equates to a broad unit price of \$9.84 to \$16.53 per square foot.

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

### Property Rights Conveyed

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

### Atypical Financing Terms

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

### Conditions of Sale

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

### Market Conditions (Time)

The comparable sales were transacted between August, 2017 and October of last year (2018). When compared to the subject, small upward unit price adjustments were considered to be necessary to each of the sales to account for the slightly improved local market conditions that have occurred since these sales were transacted.

### Location

Comparable No. 3 is considered to have similar locational attributes as the subject, but the locations of the remaining comparables were concluded to be slightly dissimilar to that of the subject. Accordingly, varying price adjustments were made to all but Comparable No. 3 for location when compared to the subject.

### Land Size

The land sizes of the comparables range from 10,890 to 18,300 square feet. Each of the comparables is generally comprised of 1 to 2 lots whereas the subject represents 9 to 11 lots. When compared to the 59,743-square foot size of the subject parcel, downward unit price adjustments were made to each of the sales for this element of comparison in this analysis.

### Shape of Parcel

The parcel shapes of all of the comparables were concluded to be generally similar to that of the subject. Accordingly, no price adjustments were concluded to be necessary to any of the comparables for this element of comparison.

### Access/Road Frontage

The access and extent of road frontage of Comparable Nos. 3 and 4 were deemed to be slightly inferior to the subject. Accordingly, small upward adjustments were made to these particular comparables. Both Comparable Nos. 1 and 2 have a corner-location with access on two roads so no price adjustments were concluded to be necessary to these particular comparables in this analysis.

### Topography

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

1212

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

The zoning classification of Comparable No. 3 was the same as the subject (R-1AA). However, small downward unit price adjustments were considered necessary to Comparable Nos. 1, 2, and 4 to account for their superior zoning classifications (which permit office usage), when compared to the subject.

The estimated value of the subject land component from this sales comparison analysis is shown below. A grid summarizing the price adjustments is presented on the following page of this appraisal report.

59,743 SQ. FT.	x	\$13.00/SQ. FT.	=	\$776,659
		ROUNDED:		\$780,000

A summary of the land price adjustment grid, the replacement cost estimates for the existing improvements, and the value conclusion from the Cost Approach is presented on the following pages.

c19-0088L

<b>SUMMARY OF LAND SALES ADJUSTMENTS</b>
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	Comp. No. 1	Comp. No. 2	Comp. No. 3	Comp. No. 4
Index Number	7990	7998	7991	7992
Total Sales Price	\$180,000	\$205,000	\$162,500	\$180,000
Square Feet	18,300	16,500	11,000	10,890
Price Per Square Foot	\$9.84	\$12.42	\$14.77	\$16.53
<u>Price Adjustments</u>				
Property Rights Conveyed	0%	0%	0%	0%
Adjusted Unit Price	\$9.84	\$12.42	\$14.77	\$16.53
Atypical Financing Terms	0%	0%	0%	0%
Adjusted Unit Price	\$9.84	\$12.42	\$14.77	\$16.53
Conditions of Sale	0%	0%	0%	0%
Adjusted Unit Price	\$9.84	\$12.42	\$14.77	\$16.53
Market Conditions (Time)	4%	7%	5%	3%
Adjusted Unit Price	\$10.23	\$13.29	\$15.51	\$17.02
<u>Adjustments- Physical Characteristics</u>				
Location	10%	10%	--	-10%
Size of Site	-15%	-15%	-15%	-15%
Shape of Site	--	--	--	--
Access/Road Frontage	--	--	5%	5%
Topography	--	--	--	--
Utilities Availability	--	--	--	--
Zoning	-5%	-5%	--	-5%
Other Features	--	--	--	--
Cumulative (Net) Adjustments	-10%	-10%	-10%	-25%
Adjusted Price Per Square Foot	\$9.21	\$11.96	\$13.96	\$12.77

## **SUMMARY OF REPLACEMENT COST OF SUBJECT IMPROVEMENTS:**

The subject building is a special-purpose recreational gymnasium type of structure with a size of 10,148 square feet. For this valuation, it has been categorized within the Marshall Valuation Cost Service Manual as a Class C gymnasium type of building of average quality. The base unit cost of this type of structure is concluded to be \$114.00 per square foot. When applying cost adjustments for such factors as floor area, building height, current costs, and locale, the resulting direct unit cost of replacement of this structure is \$107.65 per square foot of building area.

The components of the subject site improvements include such items as asphalt paving, concrete sidewalks, a concrete retaining wall, and landscaping. For this appraisal, the total base cost of these items has been estimated at \$75,000. In total, the direct replacement cost new of the subject improvements (building and site improvements) is \$1,167,432.

An indirect cost based upon 10.0 percent of the total direct cost of the components has been included to account for such items as architectural and engineering fees, appraisals, construction loan interest, insurance expenses, and a contingency during construction. Additionally, entrepreneurial profit based upon 15.0 percent of the above cost figure has been included. This serves as the incentive a developer would expect to receive as repayment for its expenditures and as compensation for providing the coordination, expertise, and risk assumption with the development project.

The resulting Total Replacement Cost New of the subject improvements amounts to \$1,476,802, as summarized on the following page. When deducting the estimated accrued depreciation (physical deterioration and functional obsolescence) from these various improvement components, the Depreciated Cost New of the subject improvements is \$88,071 (\$8.68 per square foot). Lastly, when adding the previously-concluded land value of the subject, a total indicated value of \$870,000 (rounded) results from the Cost Approach. It should be noted that a majority of this total value (89.7 percent) is attributable to the subject land component.

A summary of this method of valuation is presented on the following pages.

c19-0088c

**UNIT COST NEW COMPUTATION OF ESTIMATED COST NEW PER SQUARE FOOT OF BUILDING AREA  
(MARSHALL VALUATION SERVICE)**

			PER SQ. FT.
DIRECT COSTS:			
RAW UNIT COST	(SECTION 18 ,PAGE 25 ) (02/19)		\$114.00
FLOOR AREA MULTIPLIER	(SECTION 18 ,PAGE 37 )	x	0.950
		SUBTOTAL	\$108.30
BUILDING HEIGHT MULTIPLIER	(SECTION 18 ,PAGE 37 )	x	1.200
		SUBTOTAL	\$129.96
CURRENT COST MULTIPLIER	(SECTION 98 ,PAGE 5 )	x	0.998
		SUBTOTAL	\$129.70
LOCAL MULTIPLIER	(SECTION 99 ,PAGE 7 )	x	0.830
TOTAL DIRECT COSTS			<u>\$107.65</u>

BUILDING ADDRESS: 900 EAST JACKSON STREET, PENSACOLA, FL  
 BUILDING TYPE: GYMNASIUM  
 BUILDING CLASS: C  
 QUALITY: AVERAGE QUALITY  
 BUILDING AREA: 10,148 SQUARE FEET  
 PERIMETER: 438 FEET  
 HEIGHT: 10 - 28 FEET



c19-0088v

<b>COST APPROACH VALUE CONCLUSION</b>
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**Replacement Cost New:**

Building Area:	10,148 Sq. Ft. x \$107.65 Per Sq. Ft.	=	\$1,092,432
Site Improvements:	Asphalt Paving, Concrete Sidewalks, Concrete Retaining Wall, Landscaping	+	<u>\$75,000</u>

Sub-Total: \$1,167,432

**Plus Indirect Costs @ 10.0%** + \$116,743

Sub-Total: \$1,284,175

**Plus Entrepreneurial Profit @ 15.0%** + \$192,626

**Total Replacement Cost New:** \$1,476,802

**Less Estimated Accrued Depreciation (See Breakdown Below):** - \$1,388,730

**Depreciated Cost New of Improvements:** \$88,071

**Plus Land Value Estimate:** 59,743 Square Feet x \$13.00 Per Square Foot (rounded) = \$780,000

**Total Value Indication:** \$868,071

**Rounded:** \$870,000

**Breakdown of Accrued Depreciation:**

	<u>Building:</u>	<u>Site Improvements:</u>
Physical Deterioration:	80.0%	80.0%
Functional Obsolescence:	15.0%	0.0%
External Obsolescence:	0.0%	0.0%
Total	<u>95.0%</u>	<u>80.0%</u>

	<u>Rep. Cost New*</u>		<u>% Depr.</u>		<u>Acc. Depr.</u>
Building:	\$1,381,927	x	95.0%	=	\$1,312,830
Site Improvements:	\$94,875	x	80.0%	=	\$75,900
Totals:	<u>\$1,476,802</u>				<u>\$1,388,730</u>

\* Cost New, after indirect costs and entrepreneurial profit are added.

Note: Figures may not total due to computer-rounding.

## **RECONCILIATION AND VALUE CONCLUSION:**

For this valuation of the special purpose subject property in its as is condition, only the Cost Approach was performed. In doing so, the market value of the fee simple title in the subject property, as is, as of August 16, 2019, based upon the appraisal assumptions and limiting conditions that are presented on the following pages, is estimated to be \$870,000. It should be noted that no personal property, fixtures, or intangible items are included in this opinion of market value. As mentioned, this appraisal was prepared for the exclusive use of City of Pensacola.

Exposure time is defined by USPAP as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The previously-presented comparable land sales were on the market between 1 to 73 days (0.1 to 2.4 months) before being sold. However, a fairly longer marketing period has been more typical of a majority of commercial properties which have recently sold in the local market. Based upon the subject's property type, overall characteristics, and concluded marketability, its estimated exposure time is concluded to have been approximately 9 to 12 months. Similarly, the estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if it were exposed in the market, beginning on the date of this valuation) is projected to be approximately 9 to 12 months.

Attached are the assumptions and limiting conditions of this appraisal, the certification of the appraiser, subject photographs, location maps, site plans, an aerial photograph, a building sketch and a floor plan, a legal description, a deed of realty, a flood zone map, zoning maps, comparable land sales data sheets, site plans and aerial photographs, a comparable land sales location map, and the appraiser's professional qualifications.

## **ASSUMPTIONS AND LIMITING CONDITIONS:**

This appraisal and the appraiser's certification that follows is subject to the following assumptions and limiting conditions:

1. The three traditional approaches to value 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, large gymnasium 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.
2. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.
3. The client is the party who engages an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identifies them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
4. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in this report. Responsible ownership and competent property management are assumed unless otherwise stated in this report. Typical mortgage loan encumbrances and utility easements are assumed to exist.
5. If the property is improved, it is assumed that the structural and mechanical components of the building are in good condition and operating properly, unless reported otherwise.

6. The information furnished by others is believed to be accurate, true, and reliable. However, no warranty is given for its accuracy.
7. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover such conditions.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
11. It is assumed that all required licenses, certificates of occupancy consents, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained this report are based.
12. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made by the appraiser for the purpose of this report.
13. It is assumed that the utilization of the land and improvement is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
14. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substance should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substance such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

15. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communication barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
16. The appraiser warrants only that the value conclusion is his best opinion estimate as of the exact day of valuation. For prospective value estimates, the appraiser cannot be held responsible for unforeseeable events which might alter market conditions prior to the effective date of the appraisal.
17. Any proposed improvements are assumed to be completed in good workmanlike manner in accordance with the submitted plans and specifications.
18. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
19. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used, or reproduced in part or its entirety, for any purpose by any person other than **City of Pensacola** without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
20. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
21. Use of this appraisal constitutes acceptance of the stated limiting conditions and assumptions. The appraiser's liability extends to the current client and not to subsequent users of the appraisal.
22. The Americans with Disabilities Act (ADA) became effective January 26, 1992. For improved properties, we have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirement of ADA in estimating the value of the property.
23. The appraiser certifies that he has no debt relationship with **City of Pensacola**.

24. This valuation is contingent upon there being no contamination of the soil due to any source, including but not limited to underground tanks, if any.
25. This valuation is contingent upon a survey, legal description, and land area calculation being prepared by a qualified and properly licensed engineer to indicate the subject property to be basically the same as described in this appraisal report.
26. The appraisal does not include Furniture, Fixtures, or Equipment (F F & E).

**EXTRAORDINARY APPRAISAL ASSUMPTIONS:**

There are no extraordinary assumptions of this appraisal.

**HYPOTHETICAL CONDITIONS OF THE APPRAISAL:**

There are no hypothetical conditions of this appraisal.

## **CERTIFICATION OF THE APPRAISER**

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this appraisal report.
- I have performed no services as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. I conclude that I have no conflict of interest in performing this appraisal assignment for the client.
- No one provided significant real property appraisal assistance to the person signing this appraisal report and certification.
- I currently hold an appropriate state license or certification allowing the performance of real estate appraisals in connection with federally related transactions of properties located in Florida.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida for state-certified appraisers.

The Appraisal Institute and the State of Florida conduct mandatory programs of continuing education for its designated members and licensees, respectively. Appraisers who meet the minimum standards of these programs are awarded periodic educational certification. As of the date of this report, I have completed the requirements of the continuing education programs for designated members of the Appraisal Institute, and of the State of Florida, respectively.

The use of this report is subject to the requirements of the State of Florida relating to review by the Real Estate Appraisal Subcommittee of the Florida Real Estate Commission, as well as the Appraisal Institute.

A handwritten signature in blue ink, appearing to read "Charles C. Sherrill, Jr.", followed by a stylized flourish.

---

Charles C. Sherrill, Jr., MAI  
State - Certified General Appraiser #RZ1665





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**FLORIDA REAL ESTATE APPRAISAL BD**

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

**SHERILL, CHARLES C JR PA**

410 E GOVERNMENT ST  
PENSACOLA FL 32502

**LICENSE NUMBER: RZ1665**

**EXPIRATION DATE: NOVEMBER 30, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

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



**PHOTOGRAPHS OF SUBJECT PROPERTY**



Front View of Subject Property



Side View of Subject Building

**PHOTOGRAPHS OF SUBJECT PROPERTY**



Rear View of Subject Building



Interior View of Subject Gymnasium Building



**PHOTOGRAPHS OF SUBJECT PROPERTY**



Interior View of Lobby Area in Subject Building



View of Typical Restroom in Subject Building

## **PHOTOGRAPHS OF SUBJECT PROPERTY**



View of Subject On-Site Parking Area



View of Rear of Subject Property From East La Rua Street



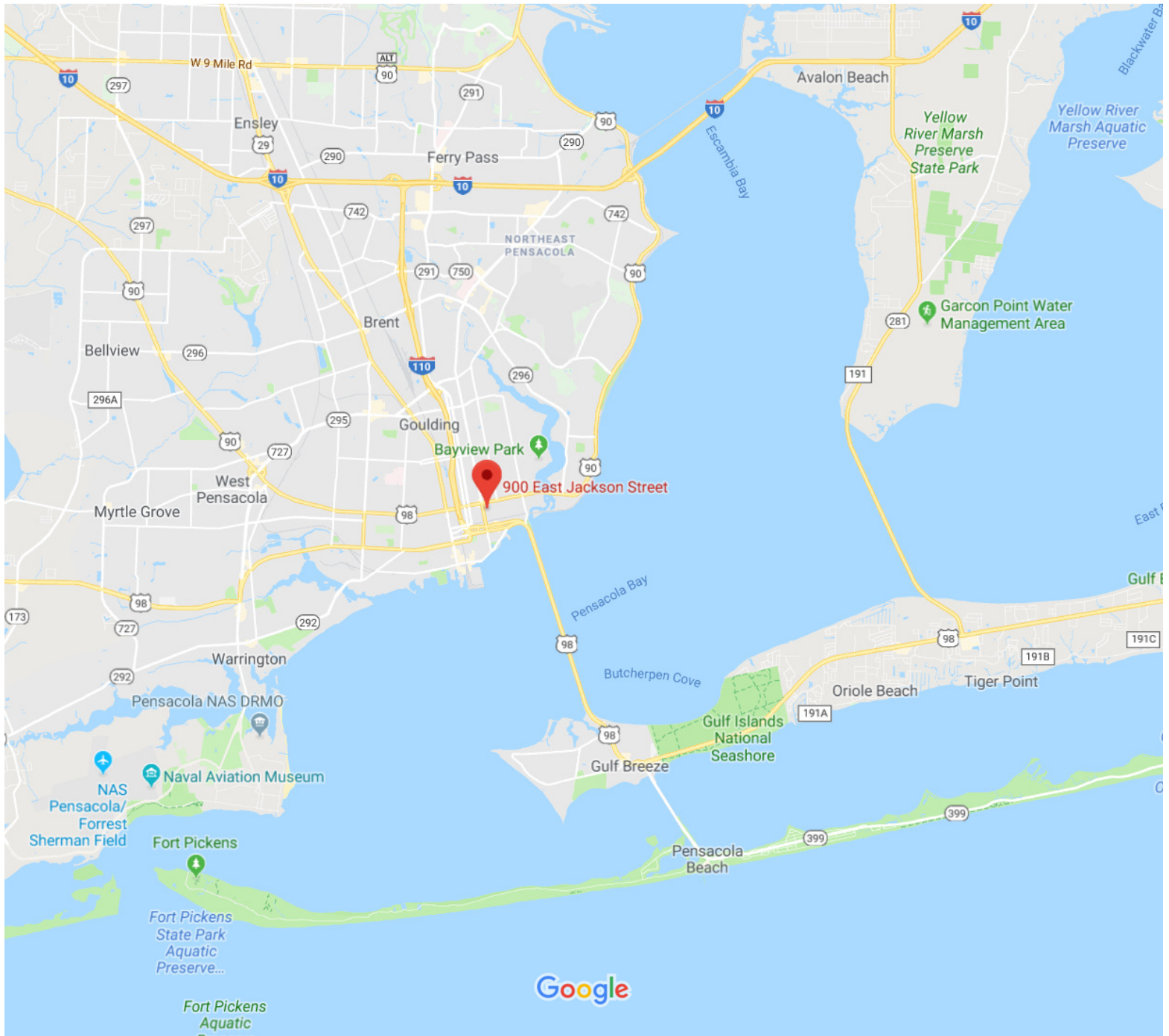
**PHOTOGRAPHS OF SUBJECT PROPERTY**



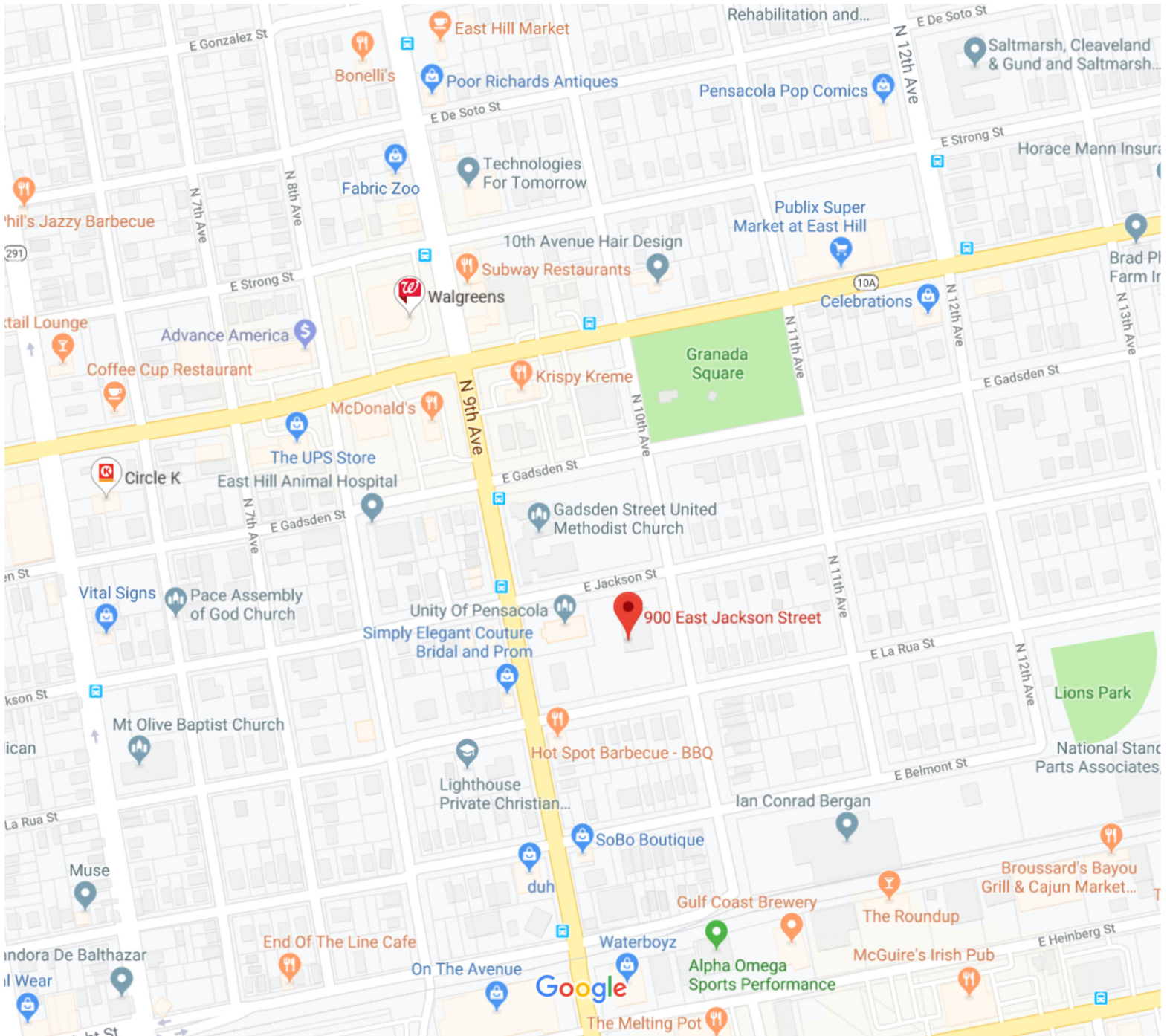
Subject Street Scene from East Jackson Street



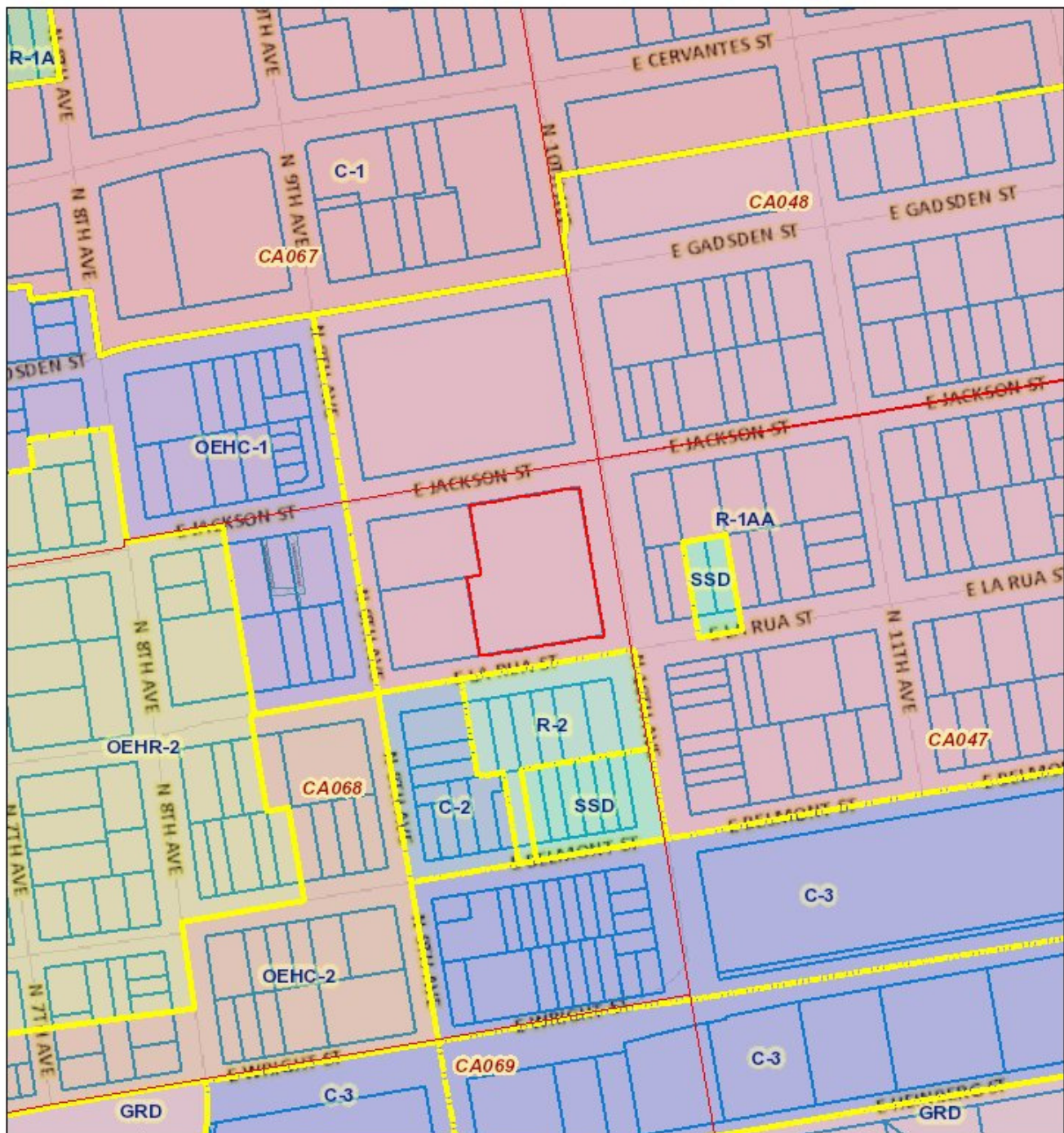
Subject Street Scene from East LaRua Street












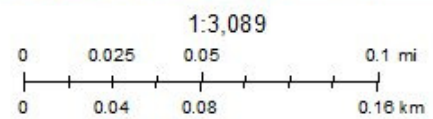
August 15, 2019

**polygonLayer**

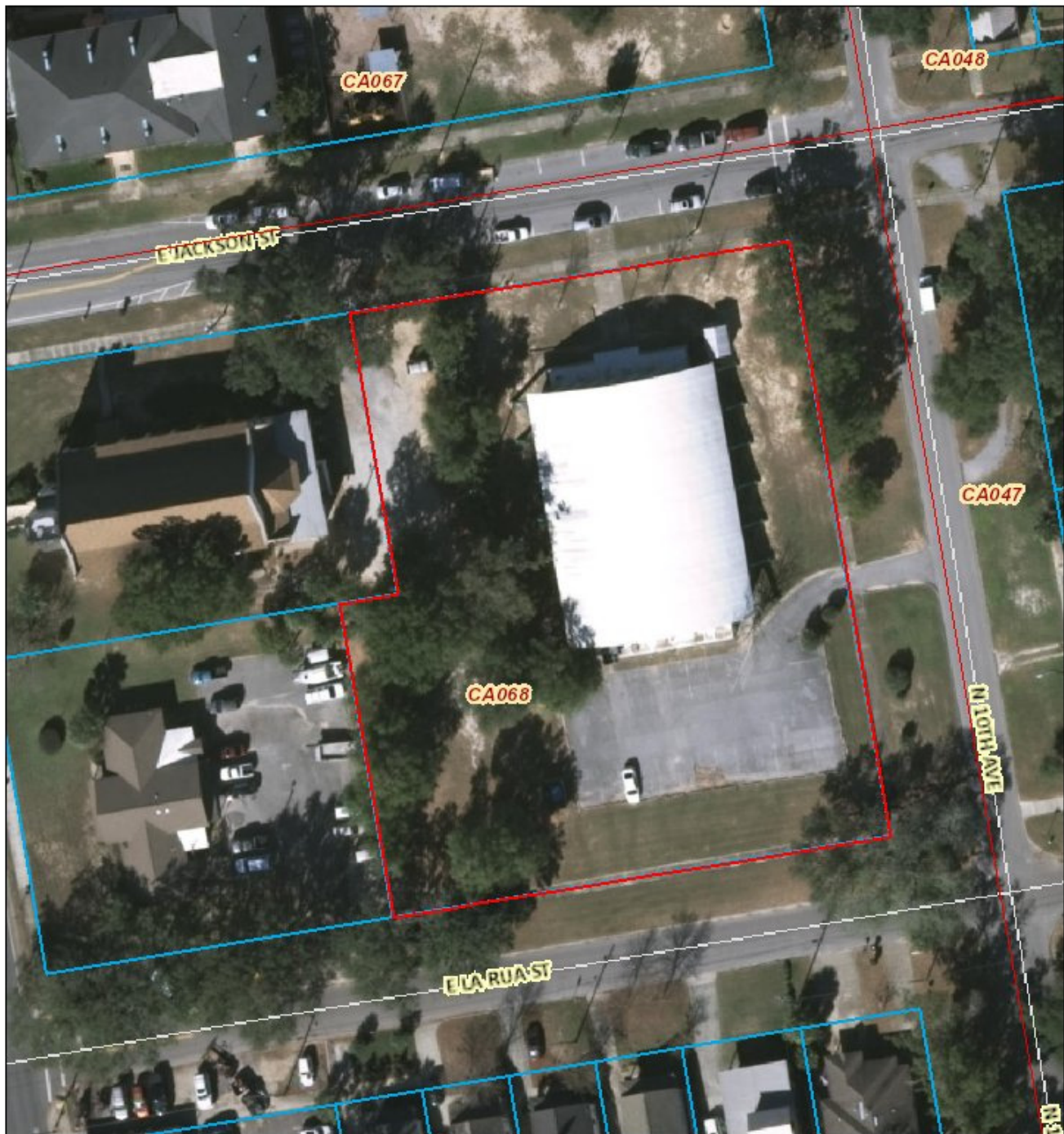
Override 1

 Map Grid

 Boundary







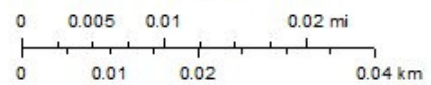
August 15, 2019

1:772

**polygonLayer**

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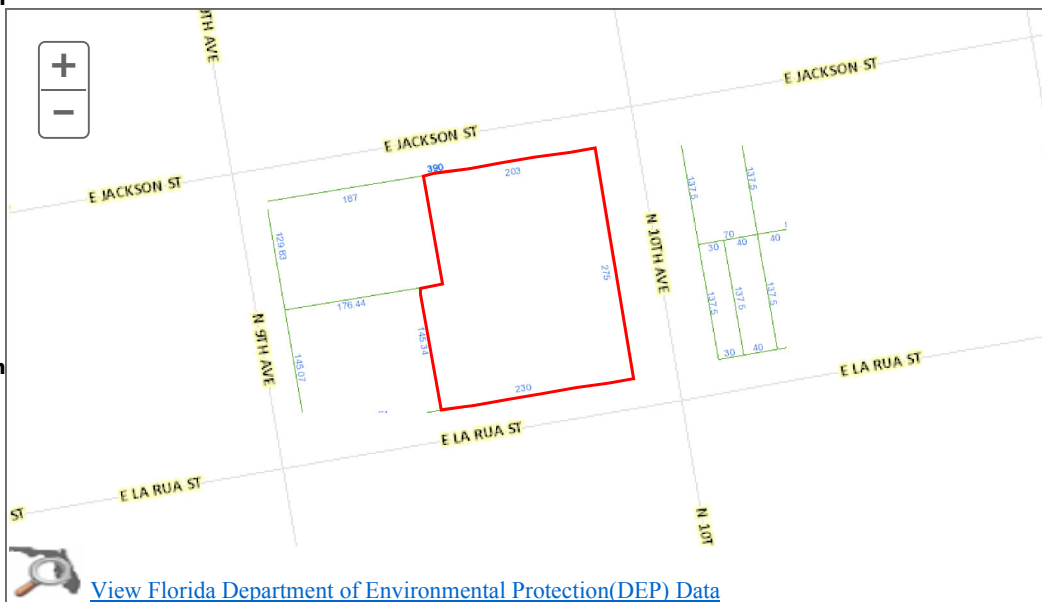
- Map Grid
- Boundary
- Property Line



<b>General Information</b>						<b>Assessments</b>					
<b>Reference:</b> 000S009025005082						<b>Year</b> <b>Land</b> <b>Imprv</b> <b>Total</b> <b><u>Cap Val</u></b>					
<b>Account:</b> 140559000						2019 \$376,375 \$231,292 \$607,667 \$607,667					
<b>Owners:</b> PENSACOLA CITY OF						2018 \$376,375 \$221,092 \$597,467 \$597,467					
<b>Mail:</b> C/O FINANCE DEPARTMENT PO BOX 12910 PENSACOLA, FL 32521						2017 \$376,375 \$215,216 \$591,591 \$591,591					
<b>Situs:</b> 900 E JACKSON ST 32501						<b><u>Disclaimer</u></b>					
<b>Use Code:</b> FOREST, PARK, REC.						<b><u>Tax Estimator</u></b>					
<b>Taxing Authority:</b> PENSACOLA CITY LIMITS						<b><u>&gt; File for New Homestead Exemption Online</u></b>					
<b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a>											
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector											
<b>Sales Data</b>						<b>2019 Certified Roll Exemptions</b>					
						MUNICIPAL OWNED					
						<b>Legal Description</b>					
						S 7 57/100 FT OF LTS 1 2 3 4 AND OF W 27 FT OF LT 5 AND E 13 FT OF LT 5 ALL LTS 6 TO 20 BLK 82 NEW CITY TRACT DB 453...					
						<b>Extra Features</b>					
						ASPHALT PAVEMENT CONCRETE PAVING LIGHTS METAL BUILDING WOOD FENCE					

**Parcel Information**[Launch Interactive Map](#)
**Section Map Id:**  
[CA068](#)
**Approx. Acreage:**  
 1.3715

**Zoned:**  
 R-1AA

**Evacuation & Flood Information**  
[Open Report](#)
[View Florida Department of Environmental Protection\(DEP\) Data](#)

### Buildings

Address: 900 E JACKSON ST, Year Built: 1975, Effective Year: 1975

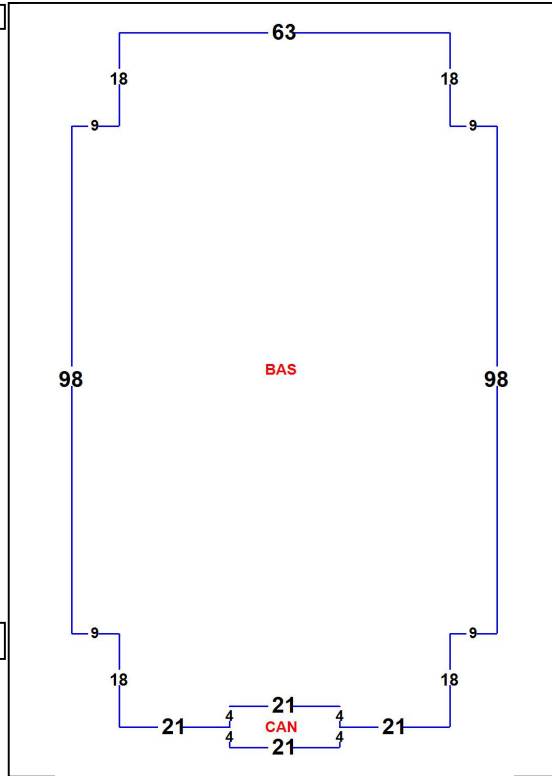
#### Structural Elements

**DECOR/MILLWORK**-AVERAGE  
**DWELLING UNITS**-1  
**EXTERIOR WALL**-CONCRETE BLOCK  
**FLOOR COVER**-HARDWOOD/PARQUET  
**FOUNDATION**-SLAB ON GRADE  
**HEAT/AIR**-CENTRAL H/AC  
**INTERIOR WALL**-EXPOSED BLK/BRK  
**NO. PLUMBING FIXTURES**-18  
**NO. STORIES**-1  
**ROOF COVER**-METAL/MODULAR  
**ROOF FRAMING**-DOME/UNUSUAL  
**STORY HEIGHT**-18  
**STRUCTURAL FRAME**-CONCRTE REINFRD

Areas - 10290 Total SF

**BASE AREA** - 10122

**CANOPY** - 168



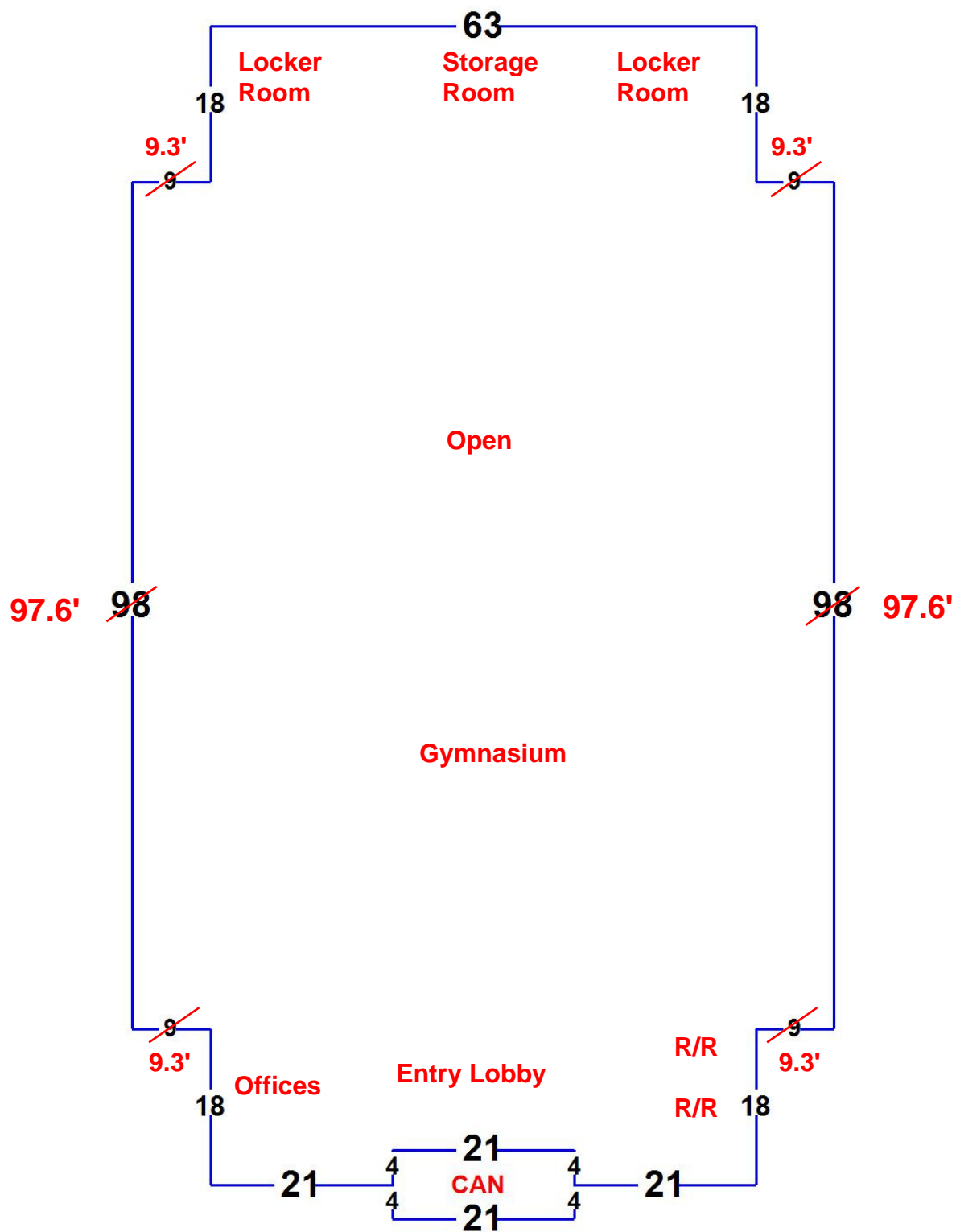
#### Images



5/15/17

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

**SEE NEXT PAGE FOR FLOOR PLAN & BUILDING AREA.**



**Building Area:**

$$\begin{aligned} 97.6' \times 81.6' &= 7,964.2 \text{ Sq. Ft.} \\ 2 \times 63' \times 18' &= 2,268 \text{ Sq. Ft.} \\ \text{Less } 4' \times 21' &= < \underline{84.0 \text{ Sq. Ft.}} > \\ &\underline{\underline{10,148 \text{ Sq. Ft.}}} \end{aligned}$$

Escambia County Property Appraiser  
**000S009025005082 - Full Legal Description**

S 7 57/100 FT OF LTS 1 2 3 4 AND OF W 27 FT OF LT 5 AND E 13 FT OF LT 5 ALL LTS 6 TO 20 BLK 82 NEW CITY  
TRACT DB 453 P 428 OR 4815 P 1898 LESS OR 4905 P 355 HAMBRICK CA 68

REC 6.00  
① DDC .70  
tot 6.70

MARY J. MAY  
CITIZENS TITLE GROUP, INC.  
4900 BAYOU BLVD., SUITE 31  
PENSACOLA, FL 32503

PORTION OF  
PARCEL 00-05-00-9025-005-082

OR BK 4815 PG1898  
Escambia County, Florida  
INSTRUMENT 2001-909994

DEED DOC STAMPS PD @ ESC CO \$ 0.70  
12/10/01 ERNIE LEE MAGAHA, CLERK  
By: *[Signature]*

RCD Dec 10, 2001 03:03 pm  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2001-909994

STATE OF FLORIDA

DEED OF REALTY

COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, that the Grantor UNITY CHURCH OF CHRISTIANITY OF PENSACOLA, FLORIDA, INCORPORATED for and in considration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them paid, receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey unto the CITY OF PENSACOLA, FLORIDA, a municipal corporation of the State of Florida, whose mailing address is P O Box 12910, Pensacola, Florida 32521 the following described real estate in the County of Escambia, State of Florida.

LOT 6 AND THE SOUTH 7.57 FEET OF THE WEST 27 FEET OF LOT 5, BLOCK 82, NEW CITY TRACT, ACCORDING TO THE MAP OF THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, BY THOMAS C. WATSON, COPYRIGHTED IN 1906.

The purpose of this deed is to clear any cloud in title which may have been caused by deed recorded in Official Record 1696 Page 530 and re-recorded in Official Records 1703 Page 69, Public records of aforesaid county.

The above property is conveyed subject to taxes for the current year and to valid easements, restrictions and reservations of record affecting the above property, in any, which are not hereby reimposed.

TO HAVE AND TO HOLD unto the said Grantee, their successors and assigns, forever, together with all and singular the tenements, appurtenances and hereditaments thereunto belonging or in anywise appeartaining, free from all exemptions and right of homestead.

6th IN WITNESS WHEREOF the undersigned have hereunto executed this instrument the day of December, 2001.

*[Signature: Mary J. May]*  
MARY J. MAY  
*[Signature: Dawn Devers]*  
DAWN DEVERS

UNITY CHURCH OF CHRISTIANITY OF PENSACOLA

*[Signature: Daniel J. Brupbacher]*  
IT'S PRESIDENT, DANIEL J. BRUPBACHER

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by Daniel J. Brupbacher as President on behalf of said Corporation who personally appeared before me, or who produced Drivers License as identification, and who did not take an oath this 6th day of December, 2001.

*[Signature: Mary J. May]*  
Notary Public  
Commission No.  
Commission expires

RETURN TO:  
CITIZENS TITLE GROUP, INC.  
4300 BAYOU BLVD., SUITE 31  
PENSACOLA, FL 32503







# Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com



facebook.com/ECTaxCollector



twitter.com/escambiatc

# 2018

# REAL ESTATE

# TAXES



Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
14-0559-000	16		0005009025005082

PENSACOLA CITY OF  
C/O FINANCE DEPARTMENT  
PO BOX 12910  
PENSACOLA, FL 32521

PROPERTY ADDRESS:  
900 E JACKSON ST

EXEMPTIONS:  
MUNICIPAL-CITY OWNED

PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

## AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	597,467	597,467	0	0.00
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.1250	597,467	597,467	0	0.00
BY STATE LAW	4.2000	597,467	597,467	0	0.00
PENSACOLA	4.2895	597,467	597,467	0	0.00
WATER MANAGEMENT	0.0338	597,467	597,467	0	0.00
M.S.T.U. LIBRARY	0.3590	597,467	597,467	0	0.00
TOTAL MILLAGE 17.6238					AD VALOREM TAXES \$0.00

## LEGAL DESCRIPTION

## NON-AD VALOREM ASSESSMENTS

LEGAL DESCRIPTION	TAXING AUTHORITY	RATE	AMOUNT
S 7 57/100 FT OF LTS 1 2 3 4 AND OF W 27 FT OF LT 5 AND E 13 FT OF LT 5 ALL LTS See Additional Legal on Tax Roll			
NON-AD VALOREM ASSESSMENTS			\$0.00

**Pay online at EscambiaTaxCollector.com**

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS

\$0.00

If Received By Please Pay	Aug 30, 2019 \$0.00				
------------------------------	------------------------	--	--	--	--

RETAIN FOR YOUR RECORDS

## 2018 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to:

**Scott Lunsford, CFC**  
Escambia County Tax Collector

P.O. BOX 1312

PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

Payments in U.S. funds from a U.S. bank

## PAY ONLY ONE AMOUNT

AMOUNT IF PAID BY **Aug 30, 2019**  
**0.00**

AMOUNT IF PAID BY

AMOUNT IF PAID BY

AMOUNT IF PAID BY

AMOUNT IF PAID BY

1240

DO NOT FOLD, STAPLE, OR MUTILATE

## ACCOUNT NUMBER

14-0559-000

## PROPERTY ADDRESS

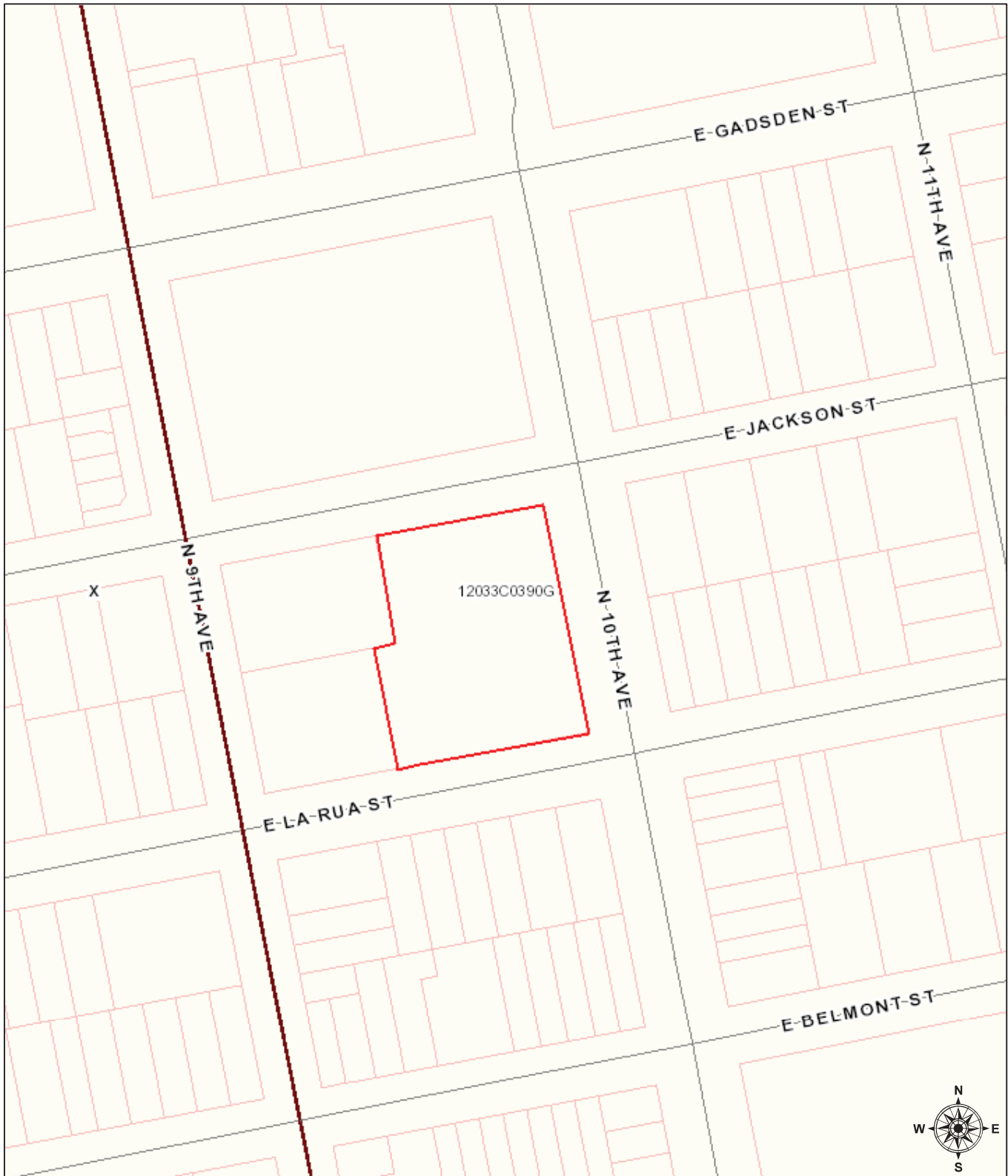
900 E JACKSON ST

PENSACOLA CITY OF  
C/O FINANCE DEPARTMENT  
PO BOX 12910  
PENSACOLA, FL 32521

PAY DELINQUENT TAXES BY CASH,  
CASHIER'S CHECK OR MONEY ORDER



# FLOOD MAP



August 15, 2019

**polygonLayer**

Override 1

— LOCAL ROAD

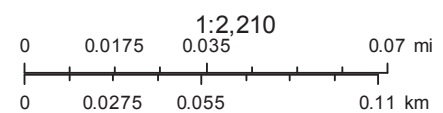
□ Parcels

**Streets**

— PRINCIPAL ARTERIAL

— MINOR ARTERIAL

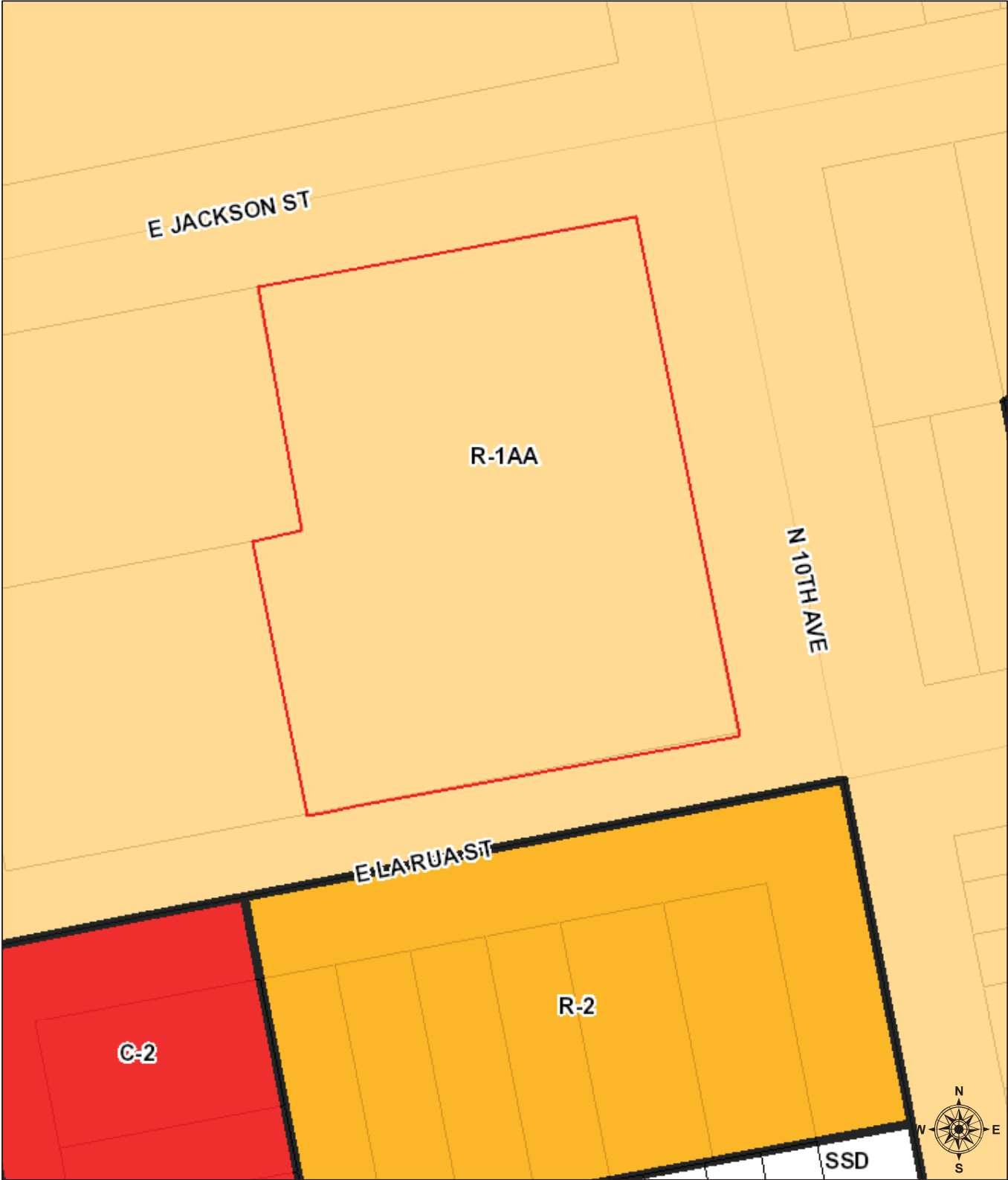
— COLLECTOR



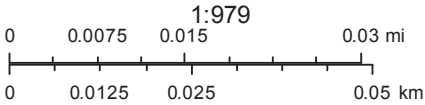
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

1241

ZONING

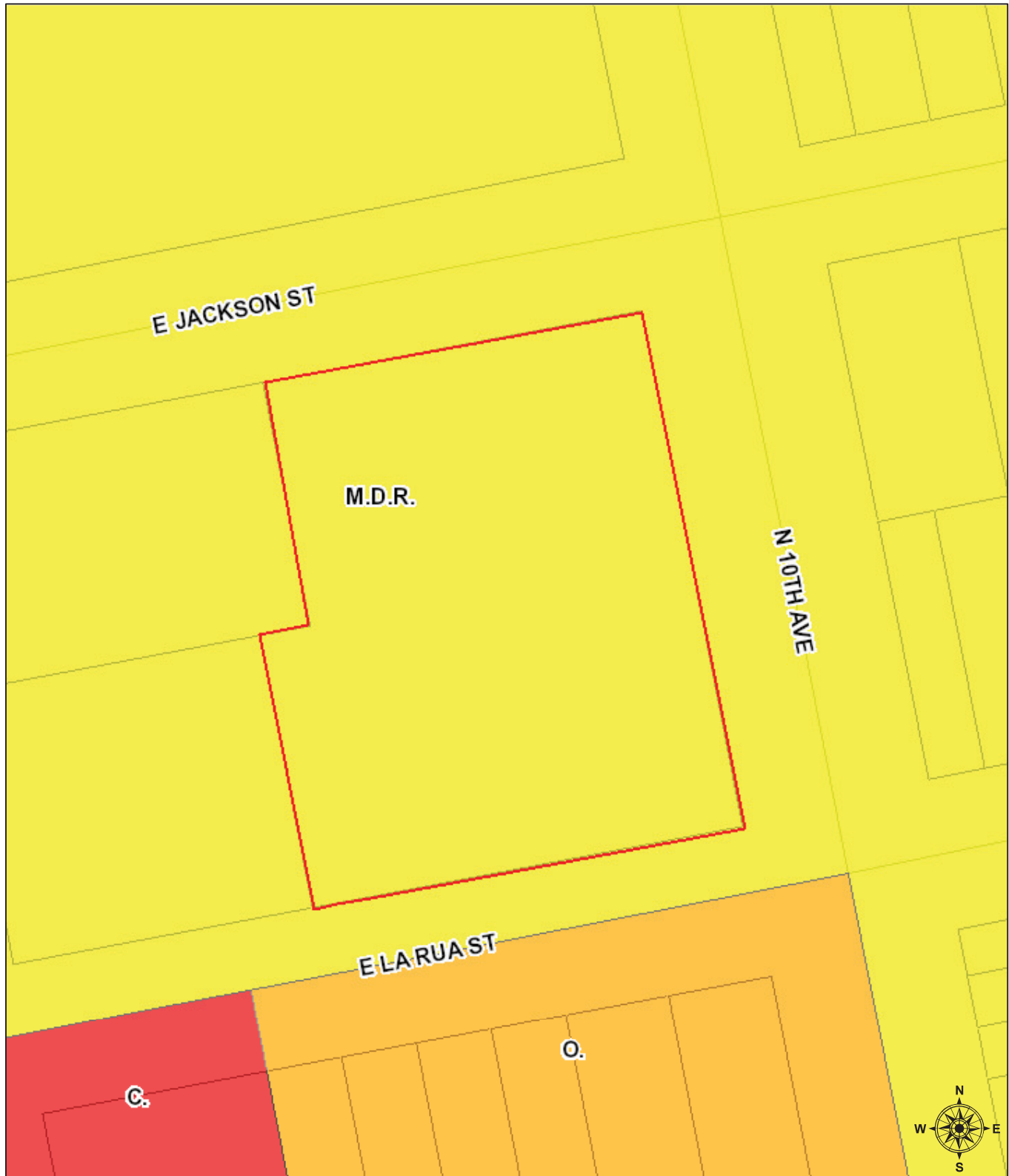


August 15, 2019



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

# FUTURE LAND USE

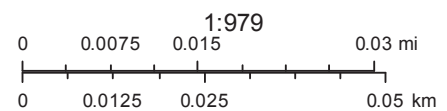


August 15, 2019

## Future Landuse

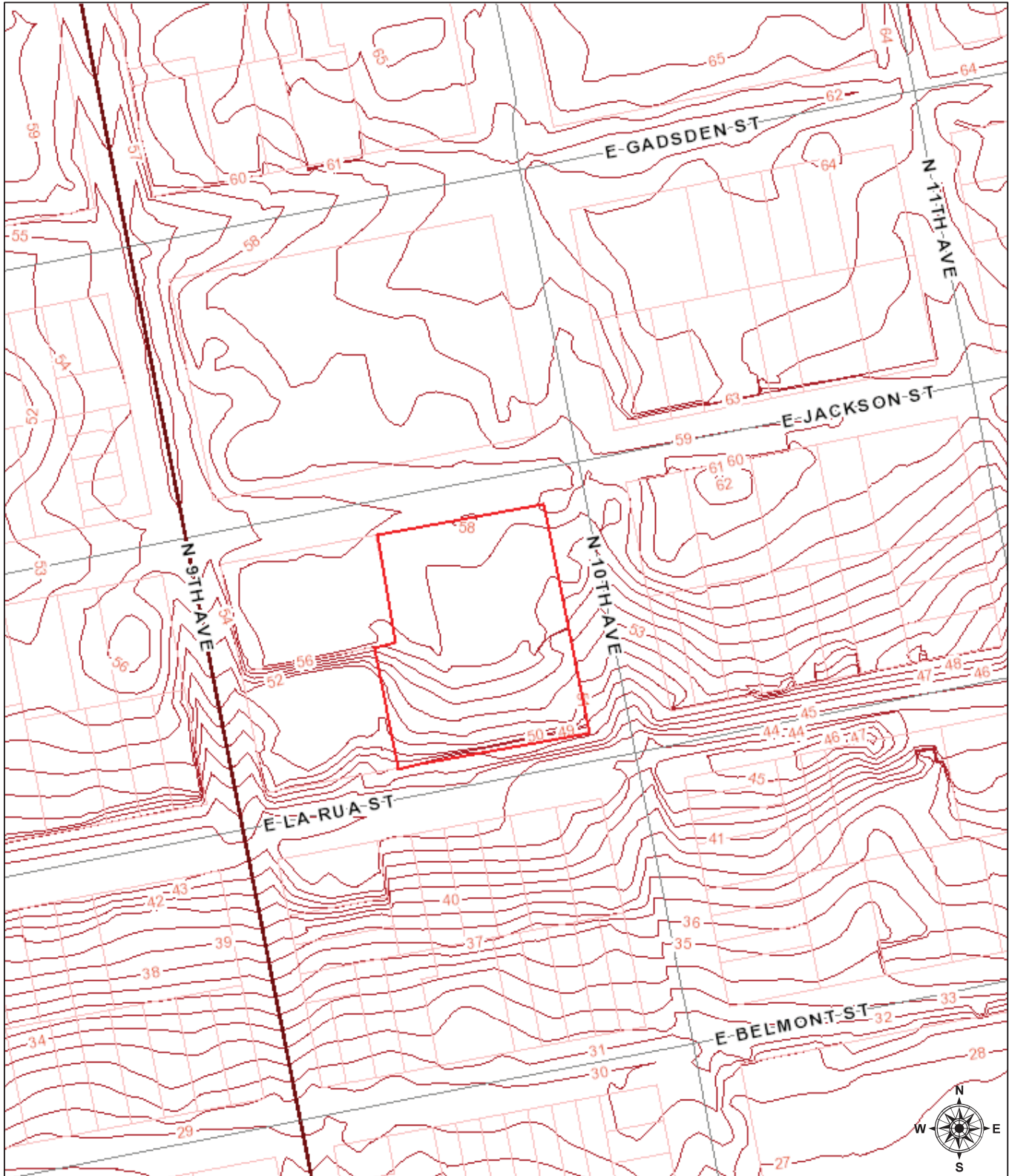
- OPEN SPACE/CONSERVATION
- RESIDENTIAL
- OFFICE
- COMMERCIAL
- AIRPORT

- REDEVELOPMENT
- NEIGHBORHOOD
- INTERSTATE CORRIDOR
- HISTORIC AND PRESERVATION
- INDUSTRIAL DISTRICT



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

# CONTOURS



August 15, 2019

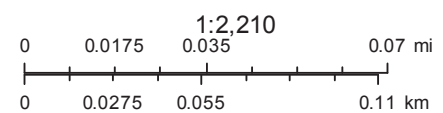
**polygonLayer**

Override 1

**Streets**

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR

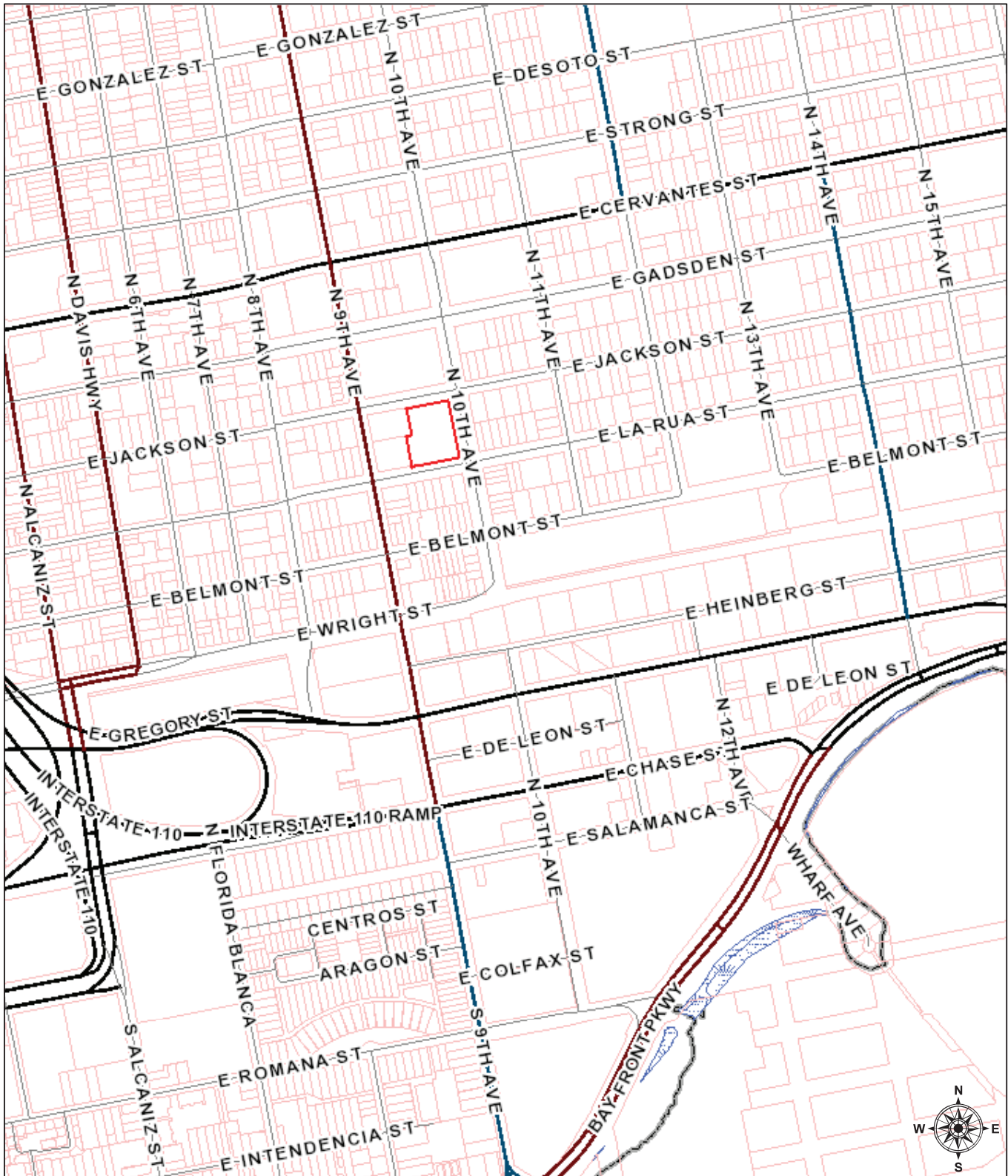
- LOCAL ROAD
- Parcels
- Contours - Elevation
- County Outline



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

1244

# WETLANDS



August 15, 2019

**polygonLayer**

Override 1

**Streets**

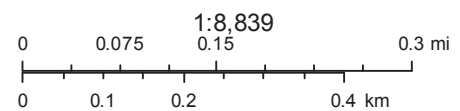
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR

— LOCAL ROAD

□ Parcels

■ Wetlands

□ County Outline



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

1245

### COMPARABLE LAND SALE

COMPARABLE NO.: 1 RECORD NUMBER: 7990

CLASSIFICATION: COMMERCIAL LAND

DATE: 05/27/2018

LOCATION: 511 EAST GADSDEN STREET, PENSACOLA, FLORIDA

SALES PRICE: \$180,000

GRANTOR: STEVENS FAMILY LIMITED PARTNERSHIP  
GRANTEE: PIKE FAMILY LLC

REFERENCE: OR 7915 PAGE 1610; MLS #537900

BRIEF LEGAL DESCRIPTION: LOTS WITHIN BLOCK 10, EAST KING TRACT;  
ESCAMBIA COUNTY, FLORIDA

TERMS: CASH TO SELLER  
ZONING: OEHC-1; OLD EAST HILL PRESERVATION  
NEIGHBORHOOD

HIGHEST AND BEST USE: OFFICE/RESIDENCE

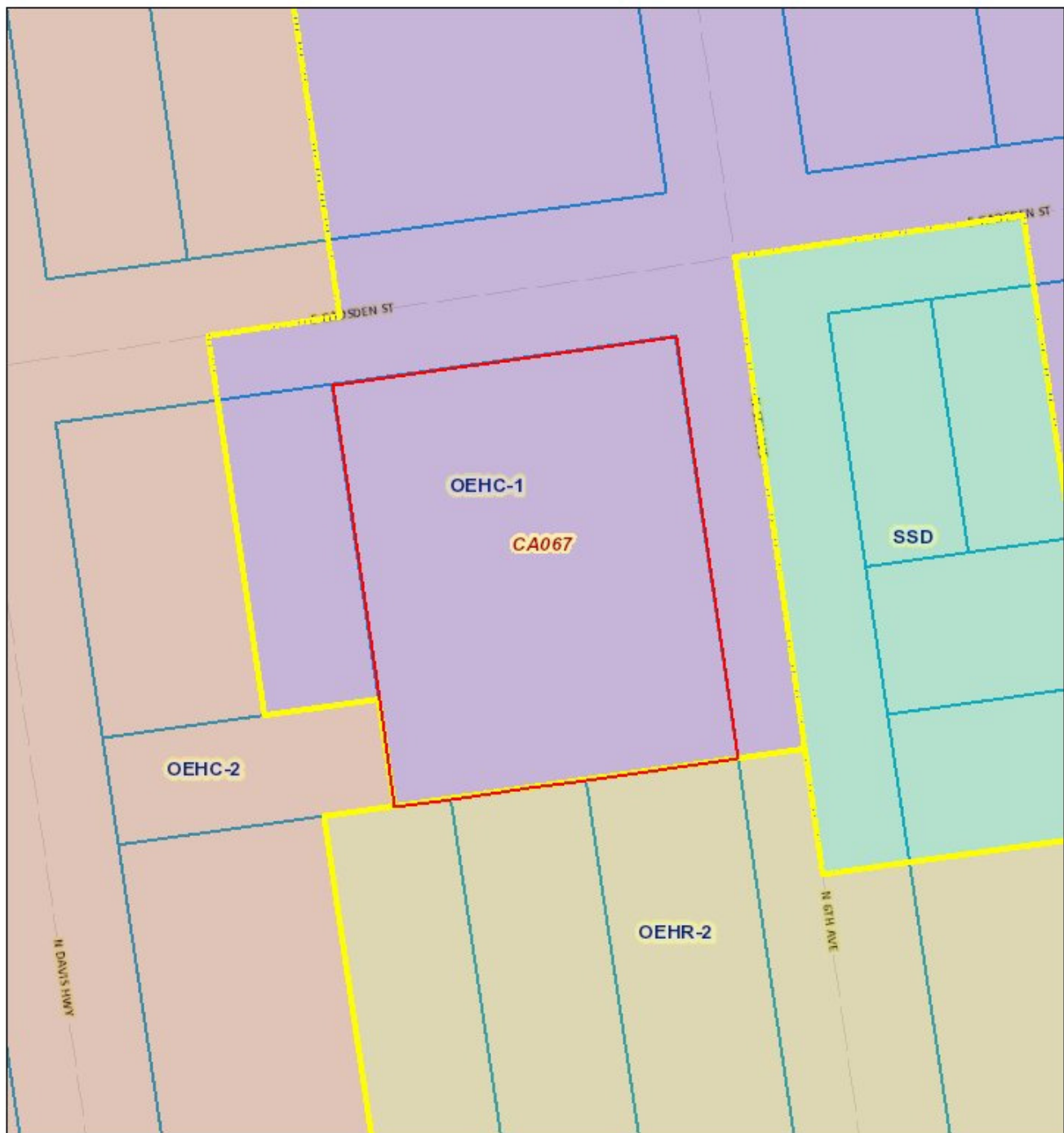
LAND SIZE:  
NUMBER OF ACRES: 0.42 ACRE (18,300 SQ. FT)  
FRONT FEET: 150 FT.

LAND UNIT PRICES:  
PER SQUARE FOOT: \$9.84  
PER FRONT FOOT: \$1,200.00

REMARKS:

- VACANT COMMERCIAL PROPERTY LOCATED AT THE SOUTHWEST CORNER OF EAST GADSDEN STREET AND NORTH 6<sup>TH</sup> AVENUE.
- PROPERTY WAS LISTED FOR SALE WITH LEVIN RINKE REALTY AT A PRICE OF \$180,000 (MLS #537900). PROPERTY WAS ON THE MARKET FOR 1 DAY PRIOR TO BEING SOLD.
- PARCEL I.D. #: 00-0S-00-9020-008-010
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.






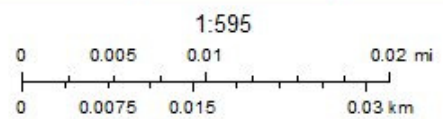
August 27, 2019

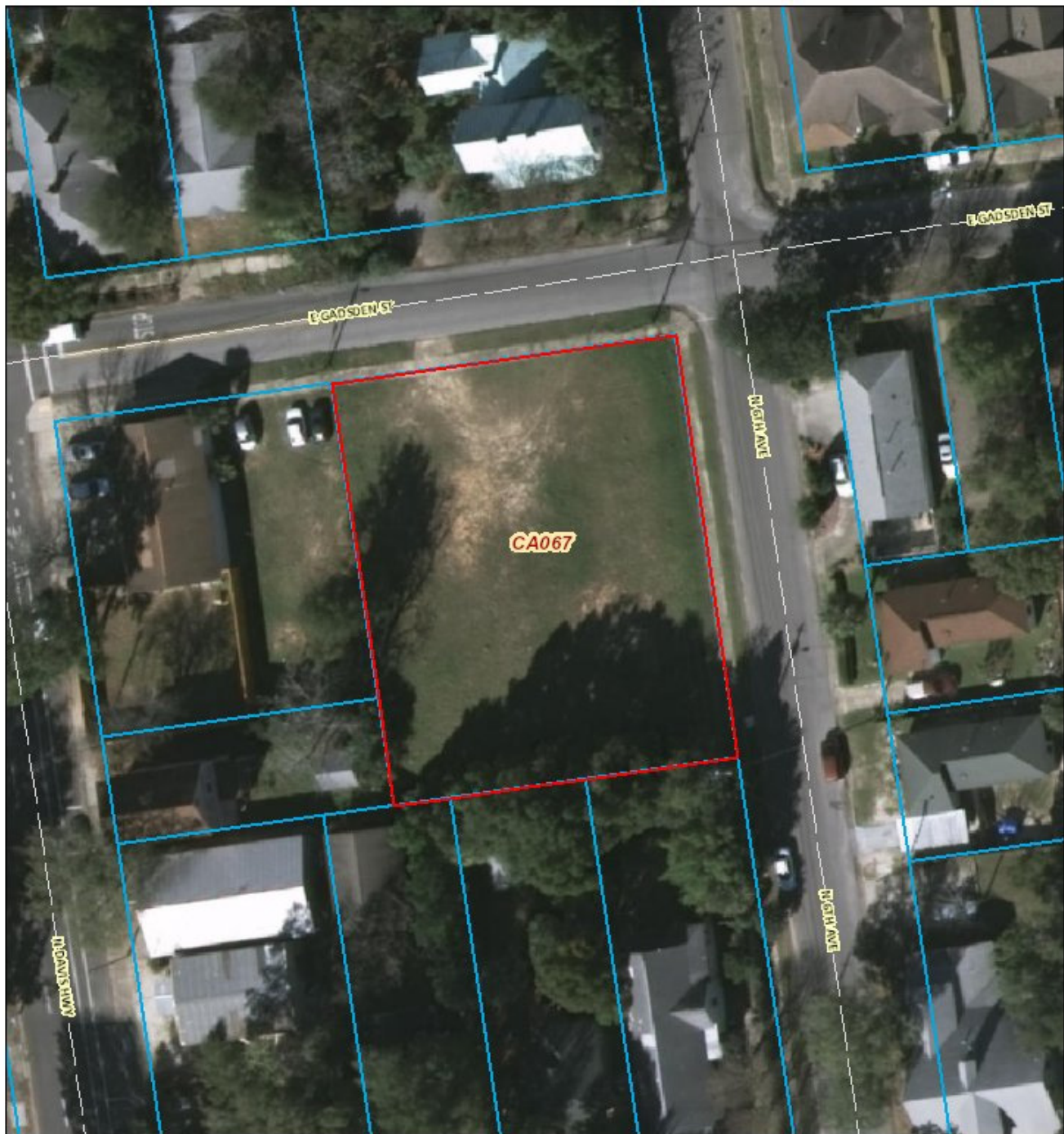
**polygonLayer**

Override 1

 Map Grid

 Boundary



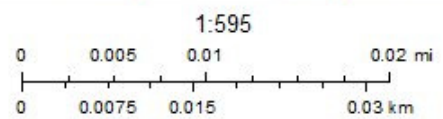


August 27, 2019

**polygonLayer**

Override 1

- Map Grid
- Boundary
- Property Line



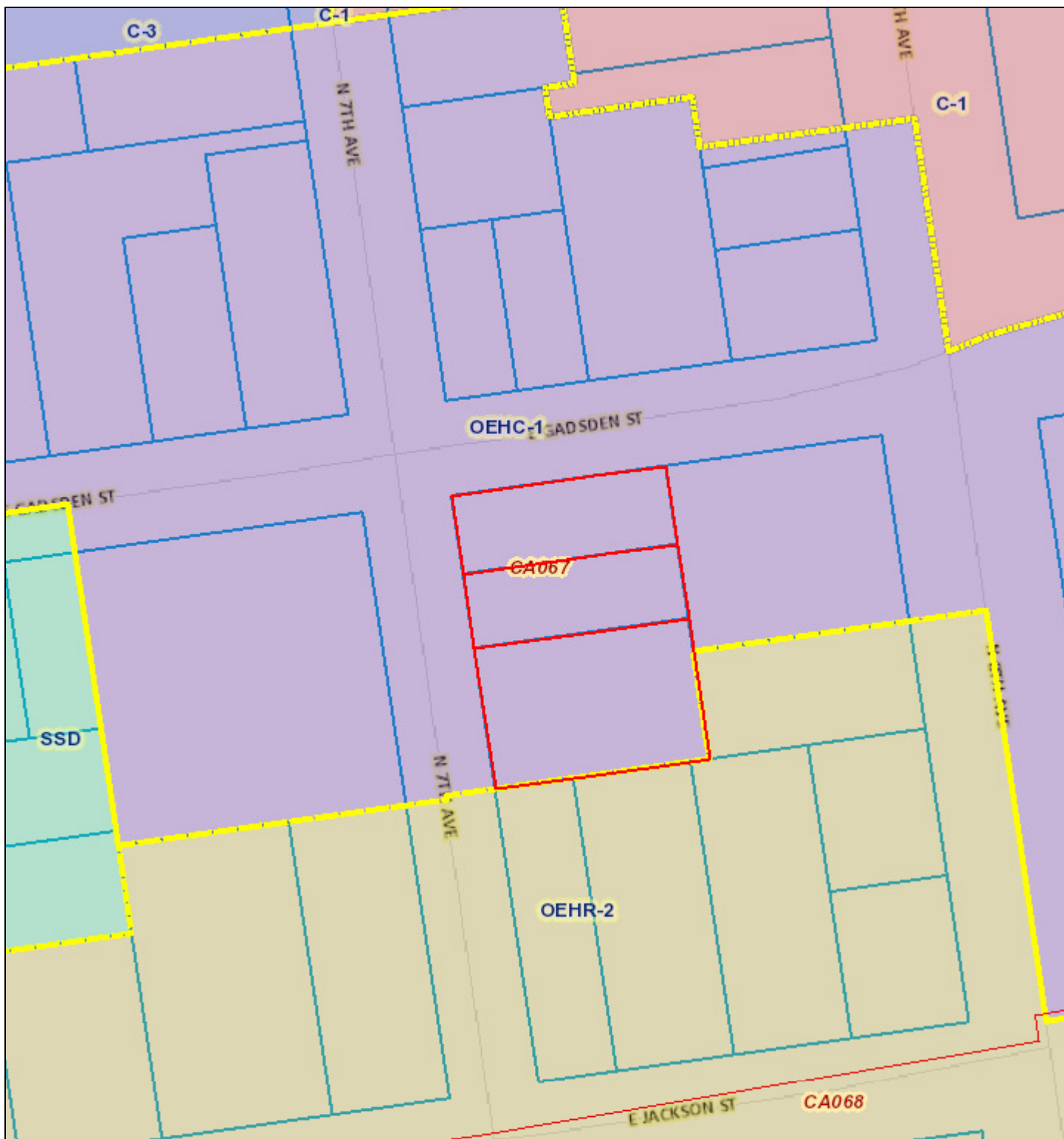


### **COMPARABLE LAND SALE**

COMPARABLE NO.:	2	RECORD NUMBER: 7998
CLASSIFICATION:	COMMERCIAL LAND	
DATE:	08/11/2017	
LOCATION:	622 NORTH 7TH AVENUE, PENSACOLA, FLORIDA	
SALES PRICE:	\$205,000	
GRANTOR:	STANLEY L. AND TINA STROBEL	
GRANTEE:	GEORGE E. JR., AND JUDITH A. HUNTER	
REFERENCE:	OR 7759 PAGE 1157; MLS #512117	
BRIEF LEGAL DESCRIPTION:	LOTS WITHIN BLOCK 12, EAST KING TRACT	
TERMS:	CASH TO SELLER	
ZONING:	OEHC-1; OLD EAST HILL PRESERVATION NEIGHBORHOOD	
HIGHEST AND BEST USE:	OFFICE/RESIDENCE	
LAND SIZE:		
NUMBER OF ACRES:	16,500 SQ. FT. (0.38 ACRE)	
FRONT FEET:	110 FT.	
<u>LAND UNIT PRICES:</u>		
PER SQUARE FOOT:	\$12.42	
PER FRONT FOOT:	\$1,863.64	

**REMARKS:**

- VACANT COMMERCIAL PARCEL LOCATED AT THE SOUTHEAST CORNER OF EAST GADSDEN STREET AND NORTH SEVENTH AVENUE.
- PROPERTY WAS LISTED FOR SALE WITH LEVIN RINKE REALTY AT A PRICE OF \$219,900 (MLS #512117). PROPERTY WAS ON THE MARKET FOR 73 DAYS PRIOR TO BEING SOLD.
- PARCEL I.D. #: 00-0S-00-9020-065-012, 00-0S-00-9020-070-012, AND 00-0S-00-9020-080-012.
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.



August 29, 2019

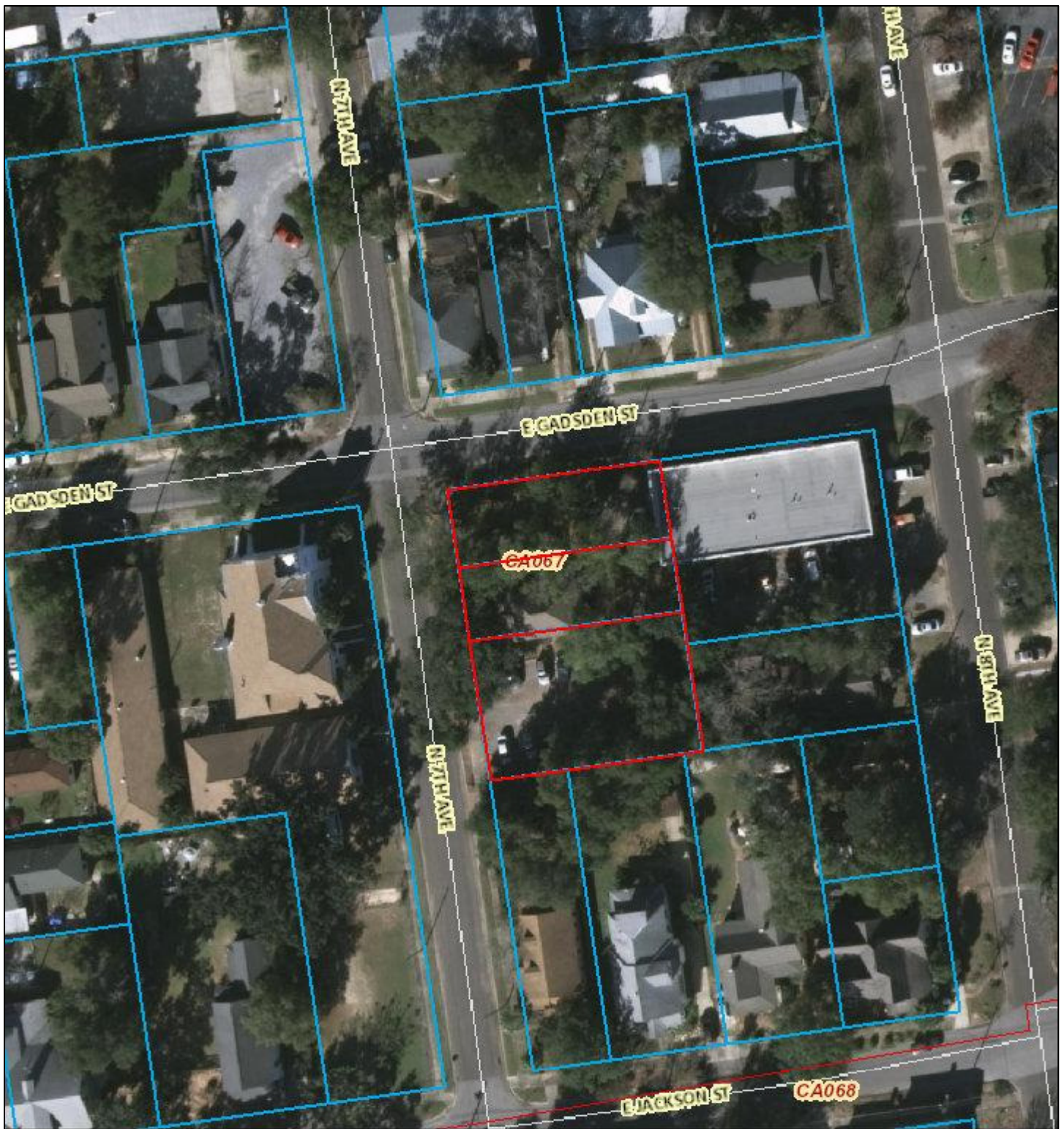
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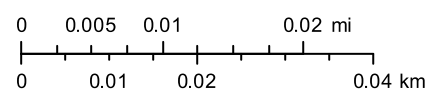


August 29, 2019

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Map Grid

Property Line

### **COMPARABLE LAND SALE**

COMPARABLE NO.: 3 RECORD NUMBER: 7991

CLASSIFICATION: RESIDENTIAL LAND

DATE: 01/05/2018

LOCATION: 1000 EAST BELMONT STREET, PENSACOLA, FLORIDA

SALES PRICE: \$162,500

GRANTOR: BOBE HOUSE LLC  
GRANTEE: ERNST CHAD LEIDNER

REFERENCE: OR 7835 PAGE 1587; MLS #526665

BRIEF LEGAL DESCRIPTION: LOTS 16 AND 17, BLOCK 63, NEW CITY TRACT; ESCAMBIA COUNTY, FLORIDA

TERMS: CASH TO SELLER  
ZONING: R-1AA; MEDIUM DENSITY RESIDENTIAL  
HIGHEST AND BEST USE: RESIDENTIAL

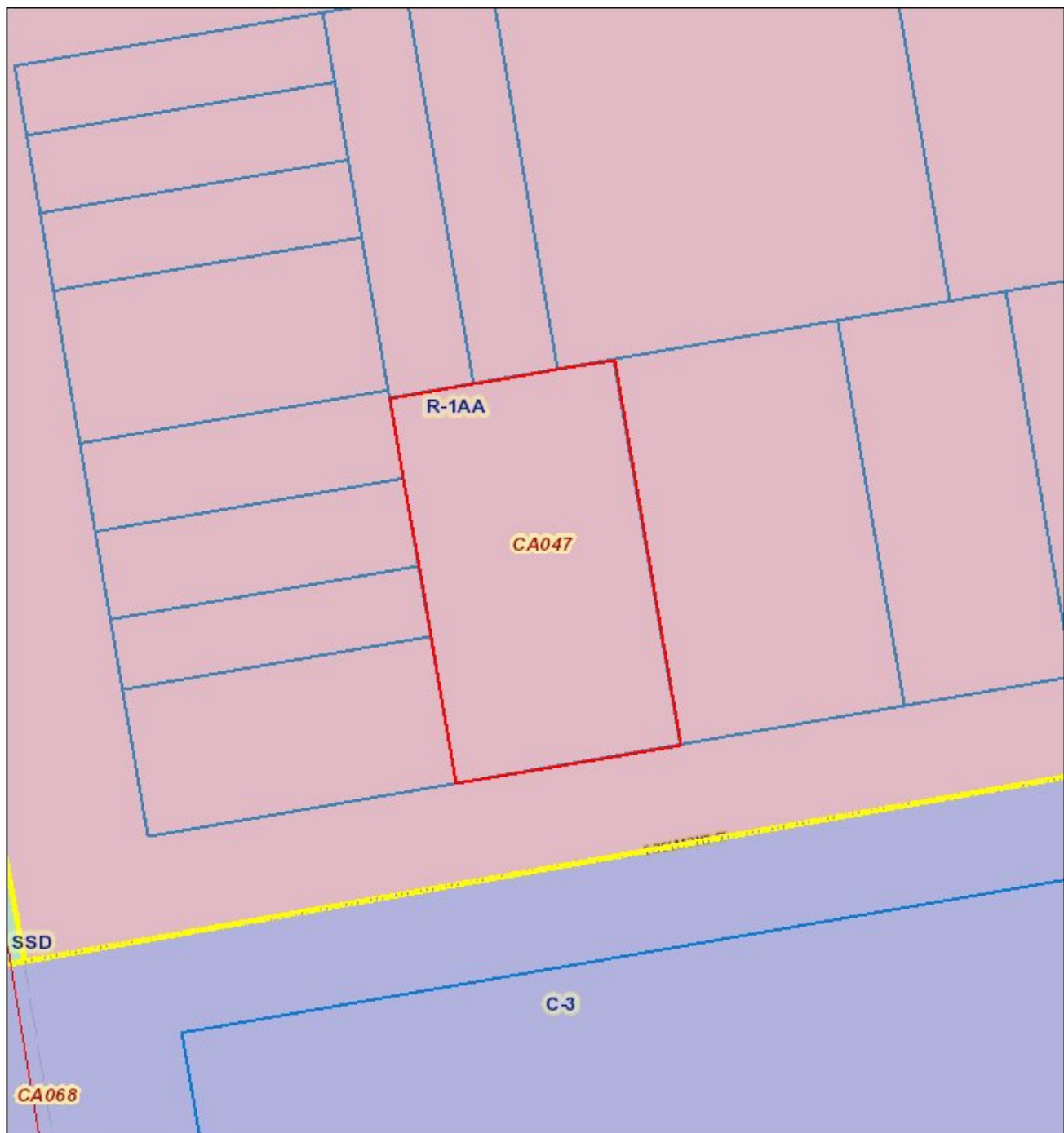
LAND SIZE:  
NUMBER OF ACRES: 0.25 ACRE (11,000 SQ. FT.)  
FRONT FEET: 80 FT.

LAND UNIT PRICES:  
PER SQUARE FOOT: \$14.77  
PER FRONT FOOT: \$2,031.25

REMARKS:

- INTERIOR PARCEL LOCATED ON THE NORTH SIDE OF EAST BELMONT STREET BETWEEN 10<sup>TH</sup> AND 11<sup>TH</sup> AVENUES.
- LAND WAS PURCHASED FOR DEVELOPMENT WITH A RESIDENCE.
- PROPERTY WAS LISTED FOR SALE WITH HARGROVE REALTY AT A PRICE OF \$172,000 (MLS#526665). PROPERTY WAS ON THE MARKET FOR 22 DAYS PRIOR TO BEING SOLD.
- PARCEL I.D. #: 00-0S-00-9025-160-063
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.





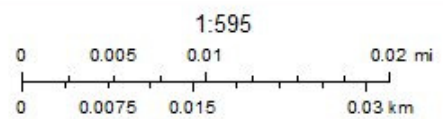
August 27, 2019

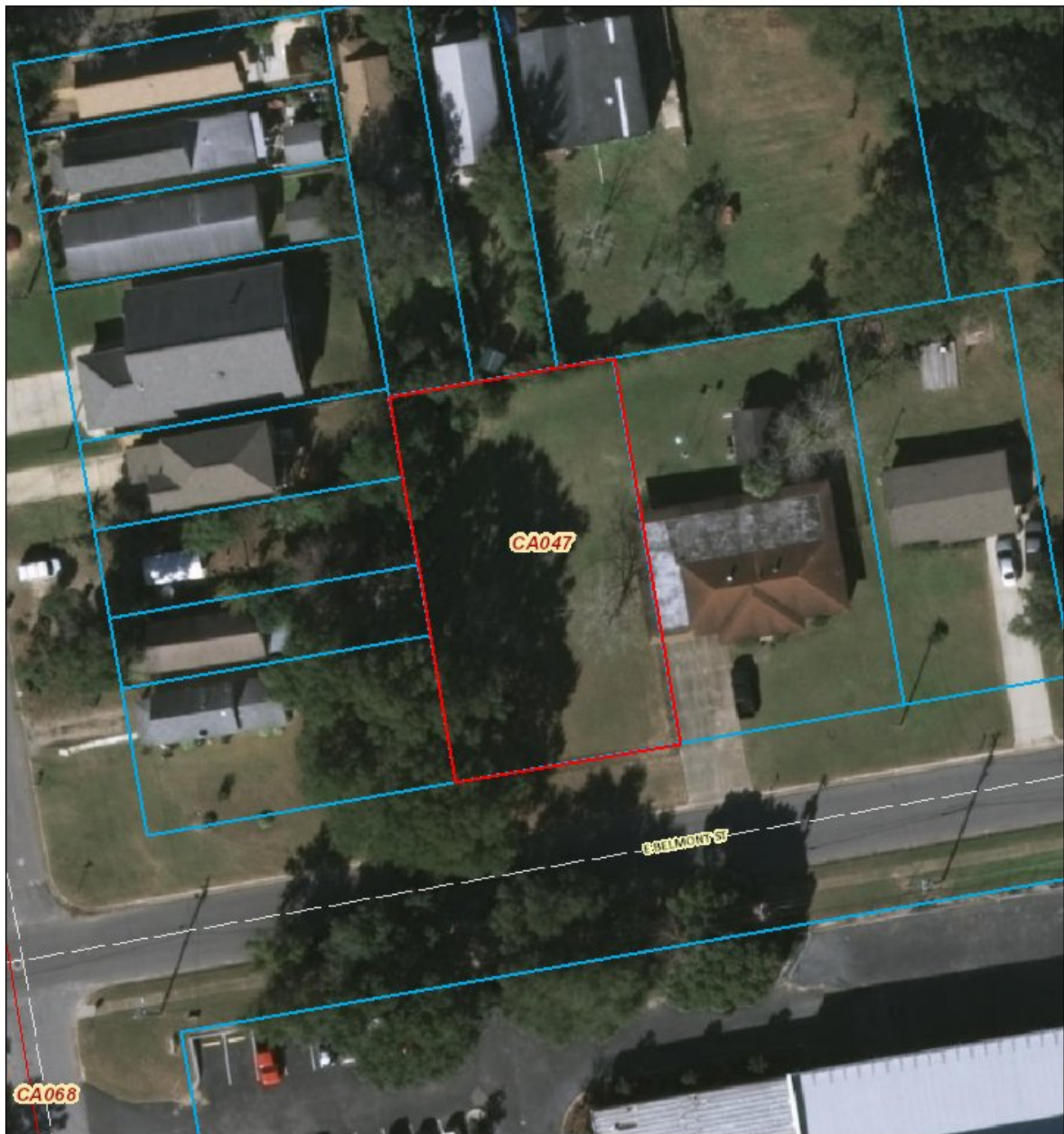
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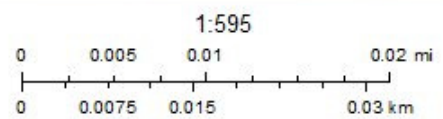


August 27, 2019

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- Map Grid
- Boundary
- Property Line



### COMPARABLE LAND SALE

COMPARABLE NO.: 4 RECORD NUMBER: 7992

CLASSIFICATION: COMMERCIAL LAND

DATE: 10/04/2018

LOCATION: 1307 EAST CERVANTES STREET, PENSACOLA, FLORIDA

SALES PRICE: \$180,000

GRANTOR: MICHAEL THIEL AND ADRIAN F HAMMOND, JR & EMILY JANE HAMMOND

GRANTEE: KIPLING STREET LLC

REFERENCE: OR 7979 PAGE 734

BRIEF LEGAL DESCRIPTION: LOTS WITHIN BLOCK 102, NEW CITY TRACT; ESCAMBIA COUNTY, FLORIDA

TERMS: CASH TO SELLER

ZONING: R-2; RESIDENTIAL/OFFICE

HIGHEST AND BEST USE: OFFICE

LAND SIZE:

NUMBER OF ACRES: 0.25 ACRE (10,890 SQ. FT.)

FRONT FEET: 80 FT.

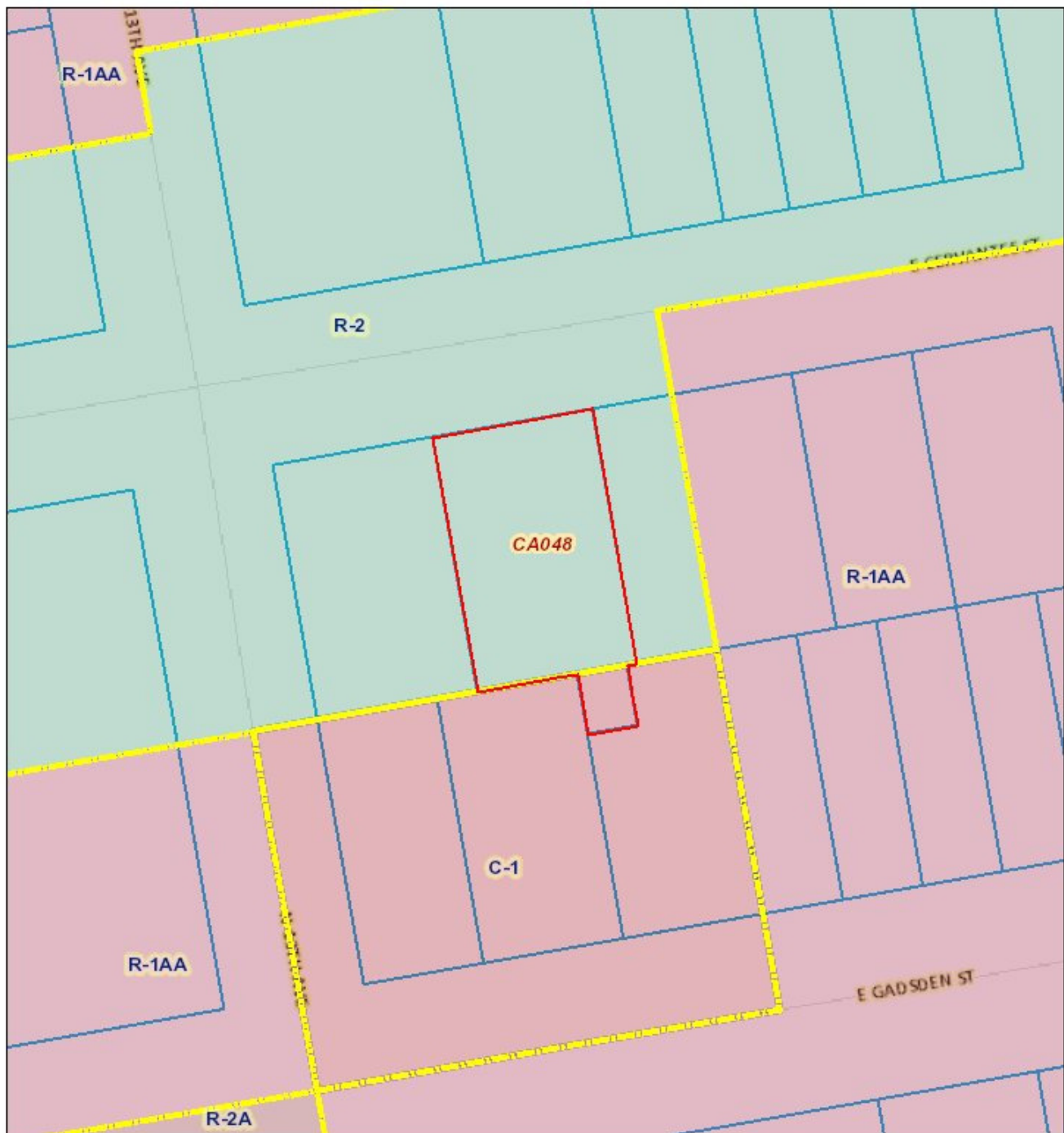
LAND UNIT PRICES:

PER SQUARE FOOT: \$16.53

PER FRONT FOOT: \$2,250.00

REMARKS:

- VACANT INTERIOR LAND PARCEL LOCATED ON THE SOUTH SIDE OF EAST CERVANTES STREET, JUST EAST OF THIRTEENTH AVENUE.
- PROPERTY WAS NOT LISTED IN MLS.
- PARCEL I.D. #: 00-0S-00-9025-003-102
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.



August 27, 2019

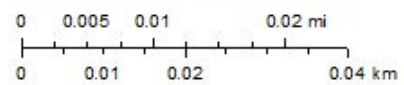
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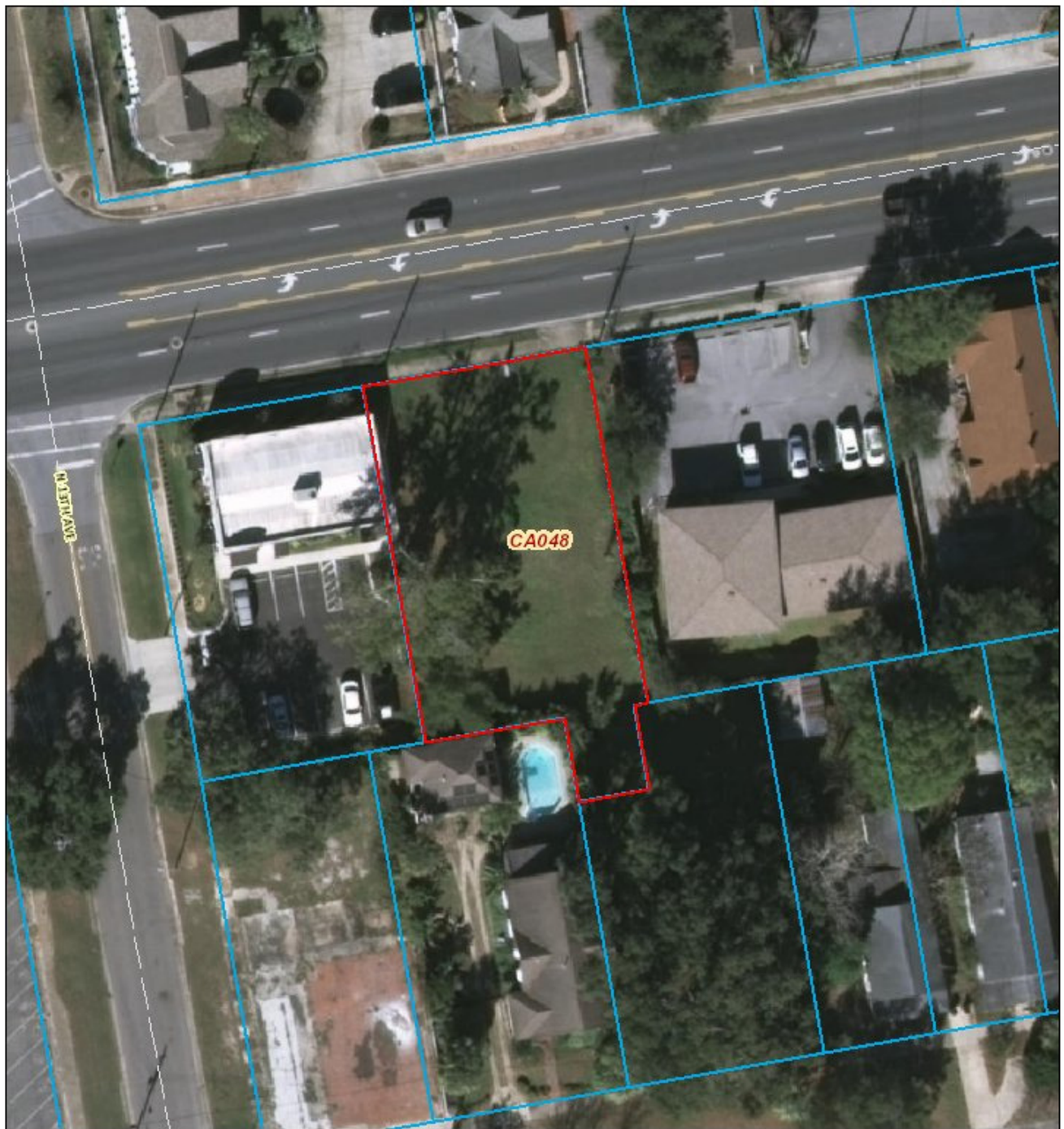
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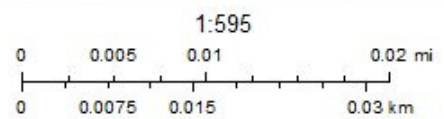


August 27, 2019

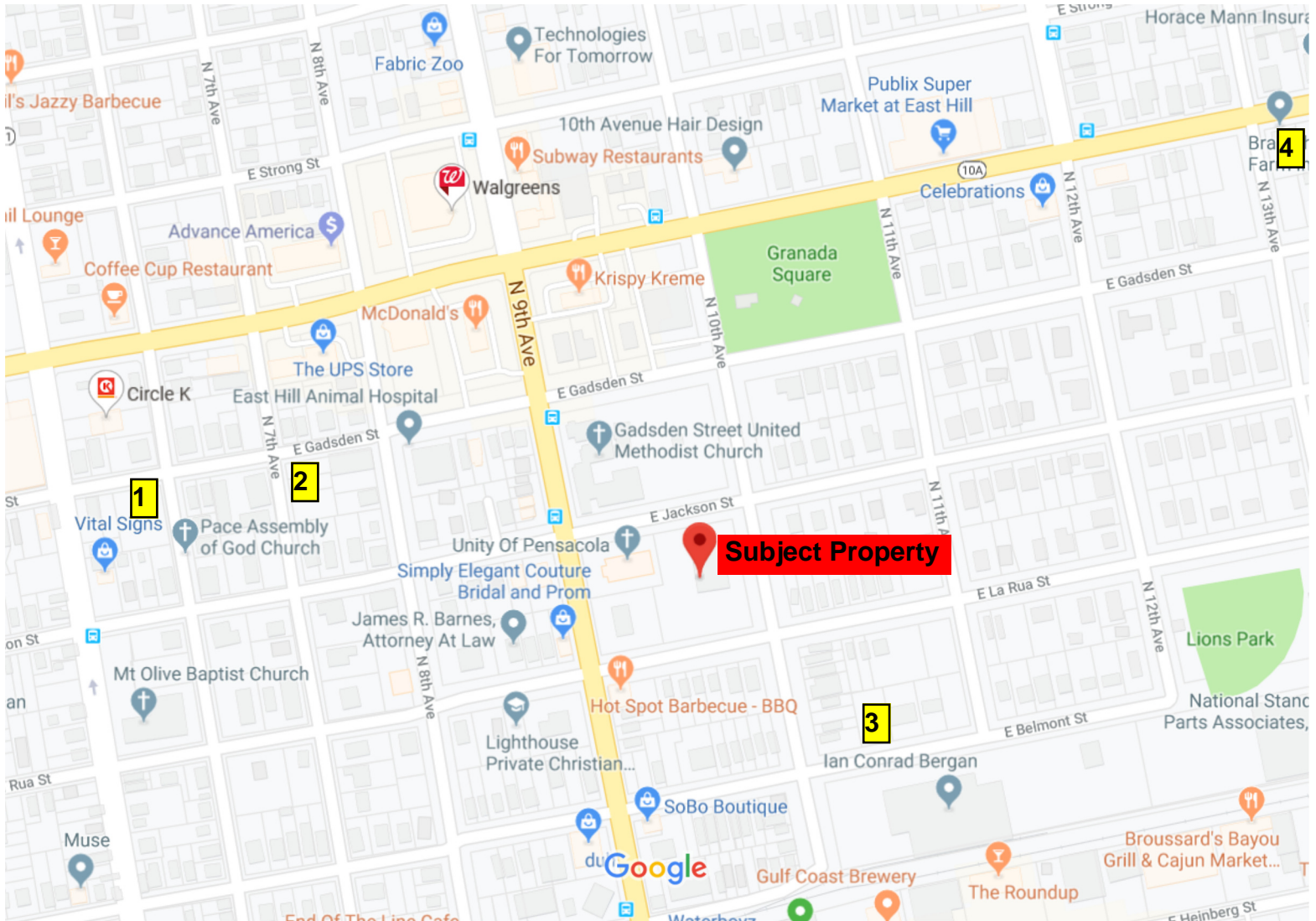
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Override 1

- Map Grid
- Boundary
- Property Line



# COMPARABLE LOCATION MAP



## **APPRAISER'S QUALIFICATIONS**

NAME: Charles C. Sherrill, Jr., MAI  
TITLE: President  
OFFICE ADDRESS: Sherrill Appraisal Company  
2803 East Cervantes Street, Suite C  
Pensacola, Florida 32503  
EDUCATION: Bachelor of Arts Degree in Economics, Washington & Lee University,  
Lexington, Virginia (1984)

Successfully completed the following courses sponsored by the American Institute of Real Estate Appraisers:

- Course 1A-1 Real Estate Appraisal Principles (Tufts University, 1986)
- Course 1A-2 Basic Valuation Procedures (University of North Carolina, 1986)
- Course SPP Standards of Professional Practice (Atlanta, Georgia, 1987)
- Course 1B-A Capitalization Theory and Techniques - Part A (Florida State University, 1987)
- Course 1B-B Capitalization Theory and Techniques - Part B (University of Portland, 1988)
- Course 2-1 Case Studies in Real Estate Valuation (Colorado University, 1988)
- Course 2-2 Report Writing and Valuation Analysis (University of Central Florida, 1989)

Successfully completed the following course sponsored by the Commercial Investment Real Estate Institute:

- Course 401 Introduction to Commercial Real Estate Analysis (Pensacola, Florida, 1995/1998)

### **CONTINUING EDUCATION:**

Credited with attendance/completion of the following seminars/courses:

#### Appraisal Institute

- Eminent Domain and Condemnation
- Uniform Standards of Professional Appraisal Practice
- Business Practices and Ethics
- Analyzing Operating Expenses
- Appraising from Blueprints and Specifications
- Feasibility, Market Value, and Investment Timing
- Analyzing Distressed Real Estate
- Hotel/Motel Valuation
- Effective Appraisal Report Writing
- FHA Homebuyer Protection Plan and The Appraisal Process
- Standards of Professional Practice - Part C
- Standards of Professional Practice - Part A
- Fair Lending and the Appraiser
- Appraisal of Retail Properties
- Standards of Professional Practice - Part B
- Understanding Limited Appraisals and General Reporting Options - General
- Accrued Depreciation
- Depreciation Analysis
- Rates, Ratios, and Reasonableness
- Comprehensive Appraisal Workshop
- Real Estate Risk Analysis
- New Technologies for Real Estate Appraisers

## **APPRAISER'S QUALIFICATIONS**

### CONTINUING EDUCATION (Continued):

Credited with attendance/completion of the following seminars/courses:

#### State Certification

USPAP Update  
 Florida Appraisal Laws and Regulations  
 Appraisal of 2-4 Family and Multi-Family Properties  
 Challenging Assignments for Residential Appraiser's  
 Foreclosure Basics for Appraiser's  
 Florida Appraiser Supervisor/Trainee Rules  
 Neighborhood Analysis  
 Communicating the Appraisal  
 Appraisal Principles  
 Sales Comparison Approach  
 Income Capitalization Approach  
 Cost Approach  
 Real Estate, Mortgages, and Law  
 Essential Elements of Disclosures and Disclaimers

### EXPERIENCE:

Engaged since 1986 in valuation, consulting, and market studies of various property types, including office, retail, industrial, multi-family residential, churches, restaurants, motels, subdivision developments, commercial land, acreage, marinas, single family residential, and condominiums in numerous states. Have testified as an expert witness numerous times in the Circuit Courts of Escambia, Santa Rosa, and Okaloosa Counties. Prior to joining Sherrill Appraisal Company in 1992, employed by Landauer Associates, Inc., Atlanta, Georgia (1986-1992) as Vice President, Valuation and Technical Services Division.

### PROFESSIONAL LICENSES:

State Certified General Appraiser (#RZ1665), State of Florida (1993-Present)  
 Licensed Real Estate Broker (#BK0436908), State of Florida (1996-Present)  
 Former Licensed Real Estate Salesman (#SL0436908), State of Florida (1985-1996)  
 Former State Certified Appraiser (#000439), State of Georgia (1991-1992)

### PROFESSIONAL MEMBERSHIPS:

Member, Appraisal Institute; Awarded the MAI designation by the Appraisal Institute in 1991  
 Past Member, Escambia County Value Adjustment Board (2008 – 2012)  
 Member, Pensacola Association of Realtors  
 Member, Florida Association of Realtors  
 Member, National Association of Realtors  
 Member, Branch Banking and Trust Company Local Advisory Board of Directors

### CIVIC ACTIVITIES:

Graduate, Leadership Pensacola (Class of 1999)  
 Member, Rotary Club of Pensacola (Former Board Director); Paul Harris Award Recipient  
 Past President and Executive Committee Member, Pensacola Sports Association Board of Directors  
 Current Board Member, Pensacola Sports Foundation  
 Past Secretary/Past Treasurer, Fiesta of Five Flags Association Board of Governors  
 Past Board Member and Trustee, Pensacola Historical Society Foundation  
 Past Member and Executive Committee Member, Pensacola State College Board of Governors  
 Past Board Director & Past Executive Committee Member, Pensacola YMCA  
 Past Board Member and Former Treasurer, Pensacola Historical Society Board of Directors  
 Past President, Booker T. Washington High School Baseball Booster Club Board of Directors

Other civic involvements include various fund raising activities for Boy Scouts of America, Junior Achievement, March of Dimes, American Cancer Society, Leukemia Society, Manna Food Bank, and the American Heart Association.



## **APPRAISER'S QUALIFICATIONS**

### **LISTING OF APPRAISER CLIENTS:**

Aegon Realty Advisors Company	Ford Motor Company
Aetna Realty Advisors	Florida Department of Transportation
Bank of America	Gulf Coast Community Bank
Bank of Boston	Hancock Bank
Bank of Pensacola	Harvesters Federal Credit Union
Bank South N. A.	Holley-Navarre Water
Baptist Health Care Corp.	Lakeview Center
Barnett Banks, Inc.	Lasalle Realty Advisors
BBVA Compass	Liberty Bank
Beach Community Bank	Midway Water Company
Branch Banking & Trust (BB&T)	Metropolitan Life Insurance Company
Canadian Imperial Bank of Commerce	National Bank of Commerce (Alabama)
Catholic Church Diocese	National Asset Management Group
Centennial Bank	Navy Federal Credit Union
CenterState Bank	Pen Air Federal Credit Union
Chase Manhattan Mortgage Corp.	Pensacola Area Chamber of Commerce
Charter Bank	Pensacola Government Credit Union
Chicago Title Company	Pensacola Historical Society
Citicorp Real Estate	Pensacola State College
City of Fort Walton Beach	Pensacola Preservation Board (State of Florida)
City of Milton	PHH Relocation and Real Estate
City of Pensacola	PNC Bank
Clarity Appraisal Management	Port of Pensacola
Coastal Bank and Trust	Premier Bank (Louisiana)
Colonial Bank of Alabama	Presbytery of Florida
Cumberland Bank (Kentucky)	RBC Bank
Dart Appraisal Management Company	Recoll Management Corporation Insurance Co.
Dollar Bank	Regions Bank
Dusco Property Management	Sacred Heart Hospital
Emerald Coast Utilities Authority	Saltmarsh, Cleaveland & Gund
Episcopal Church Diocese	ServisFirst Bank
Equity Valuation Partners	Smart Bank
Escambia County, Florida	Southern Company
Escambia County Employees' Credit Union	SunTrust Banks, Inc.
Farm Credit of Northwest Florida	Synovus Financial
Fairfield Communities, Inc.	Travellers Realty Investment Company
Federal Aviation Administration	Tyndall Federal Credit Union
Federal Deposit Insurance Corporation	United Bank (Alabama)
First Alabama Bank	Valuation Management Group
First American Bank	Vanguard Bank & Trust Company
First City Bank of Fort Walton Beach	Various Estates, Attorney's, Accountants, Insurance
First Coast Community Bank	Companies, Churches, & Property Owners
First National Bank of Commerce (Louisiana)	Wachovia Corporation
First National Bank of Florida	Waterfront Rescue Mission
First National Bank of Georgia	Wells Fargo Bank
First Navy Bank	Whitney National Bank
Fisher Brown Insurance Company (Cost Analysis)	WSRE Television

**CITY OF PENSACOLA**

**POLICIES  
OF THE  
CITY COUNCIL**

**Adopted by Resolution 21-10  
Effective Noon, January 10, 2011  
Amended by Resolution 30-10, 31-10, 41-10, 42-10  
Effective Noon, January 10, 2011  
Amended by Resolution 24-11**

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- Port Administration and Operations Policy 2.6 - 2.8
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## **POLICY FOR DISPOSITION OF CITY OWNED REAL PROPERTY -**

Adopted by Council Action January 13, 2000. Revised November 21, 2002 & September 13, 2007; Amended by Resolution August 21, 2010 effective Noon, January 10, 2011

The following guidelines apply to the disposition (by sale or lease) of City-owned property other than at the airport or port.

### **Types of Disposal by Sale or Lease**

- A. Open Bid
- B. Request for Proposal (RFP)
- C. Direct Negotiation
- D. Economic Development Option

### **Process**

1. The Mayor identifies City property as surplus or otherwise available for disposal, utilization or development and recommends to City Council through the appropriate committee a method of transaction (open bid, RFP, direct negotiation or economic development direct negotiation).
2. City Council confirms property availability and determines the transaction method as outlined below.
3. Open Bid Option:
  - Obtain appraisal.
  - Notify property owners within 300 foot radius
  - Prepare bid specifications.
  - Accept public sealed bids.
  - Council accepts or rejects bid.
4. RFP Option:
  - Obtain appraisal.
  - Notify property owners within 300 foot radius.
  - Identify development or utilization criteria based on comprehensive plan, master plans, economic or market conditions, impact on adjacent neighborhoods, neighborhood input, and physical characteristics of property.
  - Prepare RFP requirements and specifications.
  - Accept public sealed proposal(s).
  - Council accepts or rejects proposal(s).
5. Direct Negotiation Option:
  - Obtain appraisal (unless property is of little or no value).
  - Notify property owners within 300 foot radius.
  - Administration negotiates agreement.
  - Council accepts or rejects bid.



6. Economic Development Option:

- Obtain appraisal (unless property is of little or no value).
- Notify property owners within 300 foot radius.
- Minimum Qualifying Criteria:
  - Will result in the creation of new jobs in the City, and
    - Will substantially enhance the economic health of the City by creating jobs with an average salary of at least 130% of average annual Pensacola MSA Wages according to the Florida Agency for Workforce Innovation, and
  - The new jobs created are in a Qualified Targeted Industry (QTI) approved by the Florida Office of Trade, Tourism and Economic Development as prescribed in F.S. 288.106, and
  - The company that will benefit from the sale or lease of publicly-owned land must demonstrate that over 50 percent of its annual sales revenue is generated from outside of the Pensacola MSA.
  - Administration negotiates agreement.
  - Council accepts or rejects agreement/offer.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 20-00425

City Council

8/13/2020

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

DISPOSITION OF SURPLUS PROPERTY - 1015 NORTH "E" STREET AND 1000 BLOCK NORTH "E" STREET

**RECOMMENDATION:**

That City Council approve the sale of City-owned, improved real property located at 1015 North "E" Street, Parcel Identification Reference Number 000S009060013048, Account Number 150595000 and the City-owned, improved real property located at 1000 Block North "E" Street, Parcel Identification Reference Number 000S009060015048, Account Number 15059600 to the only responsive bidder, Tywan Hester, in the amount of \$115,000. Further, that City Council authorize the Mayor to negotiate and execute all necessary documents related to the sale of the properties. Further, that City Council authorize the Mayor to negotiate and execute all necessary documents related to the sale of the properties and to dispose of properties by engaging a commercial realtor from the City's approved list to finalize and complete the sale. Finally, that City Council authorize 100% of the proceeds, after costs associated with the final transaction of both parcels, be allocated to establish a position within the Housing department to focus on the 500 Homes in 5 Years Affordable Housing Initiative.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

City Council approved the improved, City-owned real properties located at 1015 North "E" Street and 1000 Block North "E" Street as surplus property. 1015 North E is approximately 0.1750 acres with a 3530 sq ft former daycare constructed on-site. The 1000 Block North "E" parcel is .0875 acres. The 3530 sq ft former daycare building and library extend across both parcels. The building was constructed in 1952 with the City making significant improvements and renovations in 1980. This structure once served as a library and most recently served as a daycare. Both parcels are zoned R-1A.

To facilitate the sale of the property, an RFP was issued, and SVNCRE GROUP, LLC, and Florida limited liability corporation DBA Southland Commercial Real Estate (SVN) was selected to assess value, market the parcel and respond to inquiries related to the sale of the property at a commission rate of 6%. The commercial realtor or the City received no other bids except from Tywan Hester on July 13, 2020.

1266

The estimated market value of the subject properties as valued by the commercial realtor is \$126,000. The bid is \$11,000 below asking price due to needed repairs indicated in an inspection report obtained by the purchaser, and the proposed purchaser indicated that the property would remain a daycare.

**PRIOR ACTION:**

January 12, 2017 - City Council approved declaration and disposal of City property - 1000 Block North "E" Street and authorized the Mayor to engage the services of a real estate professional from the City's list of qualified real estate professionals to market and sell the parcel.

January 12, 2017 - City Council approved the establishment of an assigned Fund Balance, which would be restricted for the Housing Initiatives Fund, dedicated to receiving specified funds to supplement existing and future adopted Housing Program Initiatives.

November 17, 2016 - City Council approved declaration and surplus of City property - 1015 N "E" Street and authorized the Mayor to engage the services of a real estate professional from the City's list of qualified real estate professionals to market and sell the parcel.

September 8, 2009 - City Council approved the utilization of professional real estate services to market and sell the property.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

All costs associated with the final transaction will come from sale proceeds with the remaining balance allocated to establish a position within the Housing department to focus on the 500 Homes in 5 Years Affordable Housing Initiative.

**CITY ATTORNEY REVIEW:** Yes

7/31/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator  
Rebecca Ferguson, Waterfront Development Projects Coordinator

**ATTACHMENTS:**

- 1) Report of Council Action 1015 N E Street dated November 17, 2016
- 2) Inspection Report 1015 North E Street
- 3) Sale Brochure 1015 North E Street
- 4) Alice Williams History

- 5) Warranty Deed 1000 BLK N E
- 6) 1015 North E Street Parcel Map - Surplus Request
- 7) Escambia County Property Appraiser Parcel Information 1000 BLK N E
- 8) Parcel info 1015 N E Street 000S009060013048
- 9) GIS Map 1015 N E Street

**PRESENTATION:** No

**Report of City Council Action Items**

November 17, 2016

Page 4

**Members Present:** Council President Charles Bare, Council Vice President Brian Spencer, Jewel Cannada-Wynn, Sherri Myers, and Andy Terhaar

**Absent:** Larry B. Johnson, Gerald Wingate, and P. C. Wu

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**REGULAR AGENDA ITEMS (continued)**

14. AWARD OF CONTRACT – BID # 16-044 EMERGENCY WATERSHED PROTECTION PROGRAM BAYWOODS GULLY WEST PHASE I PROJECT

That City Council award a contract for construction of Emergency Watershed Protection Program Baywoods Gully West Phase I Project to J Miller Construction, Inc., of Pensacola, Florida, the lowest and most responsible bidder with a base bid of \$567,223.00 plus a 10% contingency of \$56,722.30 for a total amount of \$623,945.30.

*The motion passed unanimously.*

15. DECLARATION AND DISPOSAL OF SURPLUS CITY PROPERTY – 1015 NORTH “E” STREET

That Council declare the City-owned improved real property located at 1015 North “E” Street, Parcel Identification Number 000S009060013048, as surplus and authorize the Mayor to engage the services of a real estate professional from the City’s list of qualified real estate professionals to market and sell the parcel.

*The motion passed unanimously.*

16. DECLARATION AND DISPOSAL OF SURPLUS CITY PROPERTY – 300 BLOCK WEST INTENDENCIA STREET

That City Council declare the City-owned real property located at 300 Block West Intendencia Street, Parcel Identification Number 000S009070600038, as surplus and authorize the Mayor to engage the services of a real estate professional from the City’s list of qualified real estate professionals to market and sell the parcel.

*The motion passed unanimously.*

17. REPEAL OF ORDINANCE NO. 30-96 AND SEC 11-2-11 OF THE CITY CODE, COMBAT AUTO THEFT

PROPOSED ORDINANCE NO. 44-16: 2<sup>ND</sup> READING -- **MOTION TO APPROVE**

AN ORDINANCE REPEALING ORDINANCE NO. 30-96 OF THE CITY OF PENSACOLA, FLORIDA, IN ITS ENTIRETY AND REPEALING SEC. 11-2-11 OF THE CODE OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE. (**Ordinance No. 30-16**)

*The motion passed unanimously.*

18. AMENDMENT TO THE POLICE OFFICERS’ RETIREMENT FUND CREATING SECTION 9-5-21.5

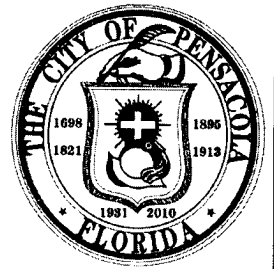
PROPOSED ORDINANCE NO. 46-16: 2<sup>ND</sup> READING -- **MOTION TO APPROVE**

AN ORDINANCE CREATING SECTION 9-5-21.5 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING THE POLICE OFFICERS’ RETIREMENT FUND TO COMPLY WITH THE REQUIREMENTS FLORIDA LAW; CREATING A DEFINED CONTRIBUTION PLAN FOR PARTICIPANTS OF THE POLICE OFFICERS’ RETIREMENT FUND; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE. (**Ordinance No. 31-16**)

*The motion passed unanimously.*

# COUNCIL MEMORANDUM

Council Meeting Date: November 17, 2016



## LEGISLATIVE ACTION ITEM

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

**SUBJECT:** Declaration and Disposal of Surplus City Property – 1015 North “E” Street

### **RECOMMENDATION:**

That Council declare the City-owned improved real property located at 1015 North “E” Street, Parcel Identification Number 000S009060013048, as surplus and authorize the Mayor to engage the services of a real estate professional from the City’s list of qualified real estate professionals to market and sell the parcel.

**AGENDA:**            ☒ Regular            ☐ Consent

Hearing Required:   ☐ Public            ☐ Quasi-Judicial            ☒ No Hearing Required

### **SUMMARY:**

The improved property located at 1015 North “E” Street has been identified as available for disposal by City Staff. The parcel is located on Lots 13-14, Block 48 West King Tract with frontage on “E” Street and corner access to Gonzalez Street. The building located on the site has a 3274 square foot base area, is wood frame construction on approximately 0.1750 acres and the parcel is zoned R-1A, one and two family zoning district.

On October 1983, the City of Pensacola entered into a lease with Alice Williams Day Care Center. Alice Williams Daycare operated as a child care center through July 2016.

In August 2016 the City learned that Alice Williams Daycare had ceased operations and vacated the building. Pursuant to the provisions of sec. 83.03(3), Florida Statutes, and paragraphs 2, 13 and 17 of the lease, the City of Pensacola terminated the lease.

To facilitate the sale of the property, a realtor will be engaged to market the parcel and respond to inquiries related to the sale of the property. An appraisal of the parcel will be conducted prior to listing and once a buyer is identified, the proposal will be presented to City Council for consideration.

### **PRIOR ACTION:**

September 8, 2009 – City Council approved the utilization of professional real estate services to market and sell property.

### **FUNDING:**

Council Memorandum

Subject: Declaration and Disposal of Surplus City Property – 1015 North “E” Street

Council Meeting Date: November 17, 2016

Page 2

Budget: N/A

Actual: N/A

**FINANCIAL IMPACT:**

Costs associated with the sale of the property such as appraisals and closing costs will be reimbursed from the proceeds of the property sale. Additionally, the City will benefit from future ad valorem tax revenue resulting from development of the property.

**CITY ATTORNEY REVIEW:**

☒ Yes - Date of Review  
11/7/2016

☐ No - N/A

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Keith Wilkins, Assistant City Administrator  
Rebecca Ferguson, Economic Policy Coordinator

**ATTACHMENTS:**

- 1) Parcel Map – 1015 North “E” Street
- 2) Escambia County Property Appraiser Parcel Information – 1015 North “E” Street

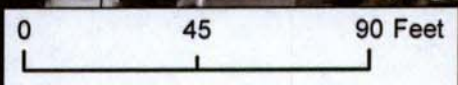
**PRESENTATION:** ☐ Yes ☒ No





W GONZALEZ ST

N E ST



Date: 10/26/2016



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

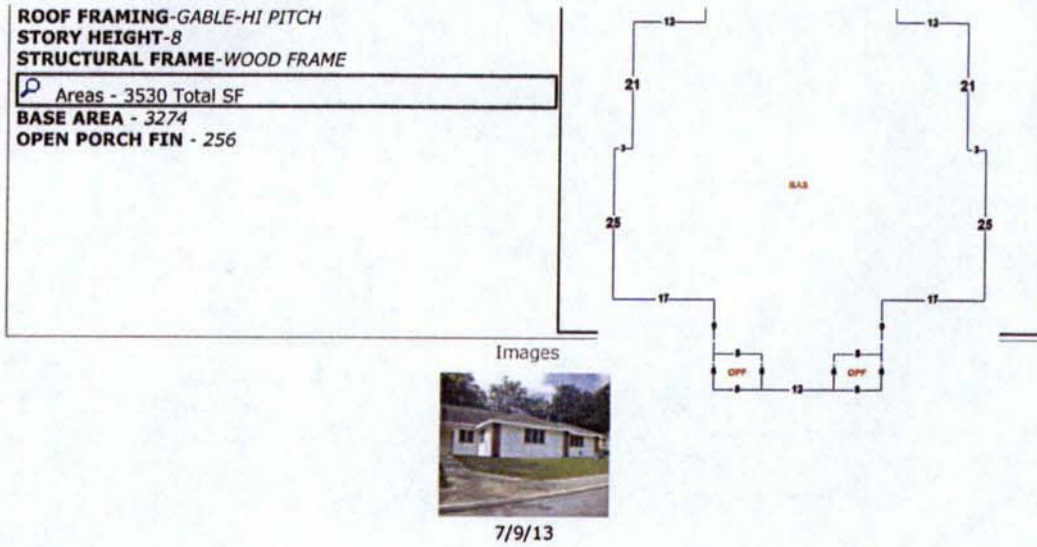
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1272

PENSACOLA

1015 N E Street - 000S009060013048





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

Last Updated:10/21/2016 (tc.45817)

**Report of City Council Action Items**

November 17, 2016

Page 4

**Members Present:** Council President Charles Bare, Council Vice President Brian Spencer, Jewel Cannada-Wynn, Sherri Myers, and Andy Terhaar

**Absent:** Larry B. Johnson, Gerald Wingate, and P. C. Wu

---

**REGULAR AGENDA ITEMS (continued)**

14. AWARD OF CONTRACT – BID # 16-044 EMERGENCY WATERSHED PROTECTION PROGRAM BAYWOODS GULLY WEST PHASE I PROJECT

That City Council award a contract for construction of Emergency Watershed Protection Program Baywoods Gully West Phase I Project to J Miller Construction, Inc., of Pensacola, Florida, the lowest and most responsible bidder with a base bid of \$567,223.00 plus a 10% contingency of \$56,722.30 for a total amount of \$623,945.30.

*The motion passed unanimously.*

15. DECLARATION AND DISPOSAL OF SURPLUS CITY PROPERTY – 1015 NORTH “E” STREET

That Council declare the City-owned improved real property located at 1015 North “E” Street, Parcel Identification Number 000S009060013048, as surplus and authorize the Mayor to engage the services of a real estate professional from the City’s list of qualified real estate professionals to market and sell the parcel.

*The motion passed unanimously.*

16. DECLARATION AND DISPOSAL OF SURPLUS CITY PROPERTY – 300 BLOCK WEST INTENDENCIA STREET

That City Council declare the City-owned real property located at 300 Block West Intendencia Street, Parcel Identification Number 000S009070600038, as surplus and authorize the Mayor to engage the services of a real estate professional from the City’s list of qualified real estate professionals to market and sell the parcel.

*The motion passed unanimously.*

17. REPEAL OF ORDINANCE NO. 30-96 AND SEC 11-2-11 OF THE CITY CODE, COMBAT AUTO THEFT

PROPOSED ORDINANCE NO. 44-16: 2<sup>ND</sup> READING -- **MOTION TO APPROVE**

AN ORDINANCE REPEALING ORDINANCE NO. 30-96 OF THE CITY OF PENSACOLA, FLORIDA, IN ITS ENTIRETY AND REPEALING SEC. 11-2-11 OF THE CODE OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE. (Ordinance No. 30-16)

*The motion passed unanimously.*

18. AMENDMENT TO THE POLICE OFFICERS’ RETIREMENT FUND CREATING SECTION 9-5-21.5

PROPOSED ORDINANCE NO. 46-16: 2<sup>ND</sup> READING -- **MOTION TO APPROVE**

AN ORDINANCE CREATING SECTION 9-5-21.5 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING THE POLICE OFFICERS’ RETIREMENT FUND TO COMPLY WITH THE REQUIREMENTS FLORIDA LAW; CREATING A DEFINED CONTRIBUTION PLAN FOR PARTICIPANTS OF THE POLICE OFFICERS’ RETIREMENT FUND; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE. (Ordinance No. 31-16)

*The motion passed unanimously.*

# COUNCIL MEMORANDUM

Council Meeting Date: November 17, 2016



## LEGISLATIVE ACTION ITEM

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

**SUBJECT:** Declaration and Disposal of Surplus City Property – 1015 North “E” Street

### **RECOMMENDATION:**

That Council declare the City-owned improved real property located at 1015 North “E” Street, Parcel Identification Number 000S009060013048, as surplus and authorize the Mayor to engage the services of a real estate professional from the City’s list of qualified real estate professionals to market and sell the parcel.

**AGENDA:**            ☒ Regular            ☐ Consent

Hearing Required:   ☐ Public            ☐ Quasi-Judicial            ☒ No Hearing Required

### **SUMMARY:**

The improved property located at 1015 North “E” Street has been identified as available for disposal by City Staff. The parcel is located on Lots 13-14, Block 48 West King Tract with frontage on “E” Street and corner access to Gonzalez Street. The building located on the site has a 3274 square foot base area, is wood frame construction on approximately 0.1750 acres and the parcel is zoned R-1A, one and two family zoning district.

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### **PRIOR ACTION:**

September 8, 2009 – City Council approved the utilization of professional real estate services to market and sell property.

### **FUNDING:**

Council Memorandum

Subject: Declaration and Disposal of Surplus City Property – 1015 North “E” Street

Council Meeting Date: November 17, 2016

Page 2

Budget: N/A

Actual: N/A

**FINANCIAL IMPACT:**

Costs associated with the sale of the property such as appraisals and closing costs will be reimbursed from the proceeds of the property sale. Additionally, the City will benefit from future ad valorem tax revenue resulting from development of the property.

**CITY ATTORNEY REVIEW:**

☒ Yes - Date of Review  
11/7/2016

☐ No - N/A

**STAFF CONTACT:**

Eric W. Olson, City Administrator  
Keith Wilkins, Assistant City Administrator  
Rebecca Ferguson, Economic Policy Coordinator

**ATTACHMENTS:**

- 1) Parcel Map – 1015 North “E” Street
- 2) Escambia County Property Appraiser Parcel Information – 1015 North “E” Street

**PRESENTATION:**

☐ Yes

☒ No

W GONZALEZ ST

N E ST

0 45 90 Feet

Date: 10/26/2016



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L:\GIS\Map\_Archives\EconomicDev\Surplus\E\_St.mxd

1277

PENSACOLA

1015 N E Street - 000S009060013048

[ECPA Home](#)


# Chris Jones

## Escambia County Property Appraiser

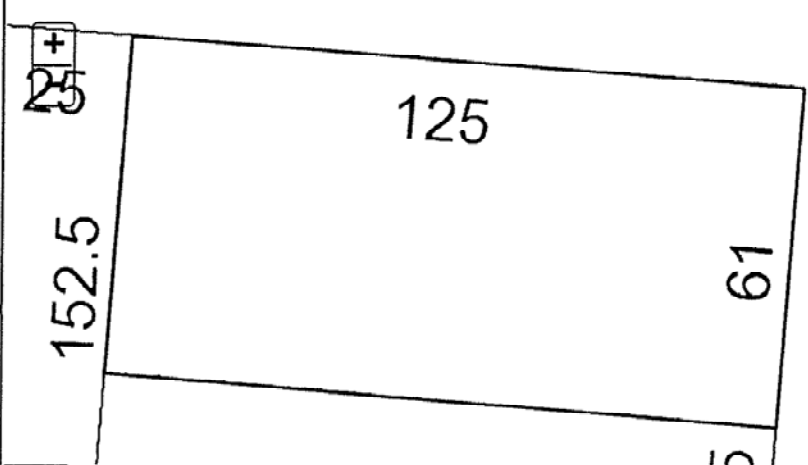

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Amendment 1/Portability Calculations](#)
[Back](#)

 \* [Navigate Mode](#) ☒ [Account](#) ☐ [Reference](#) \*

[Printer Friendly Version](#)

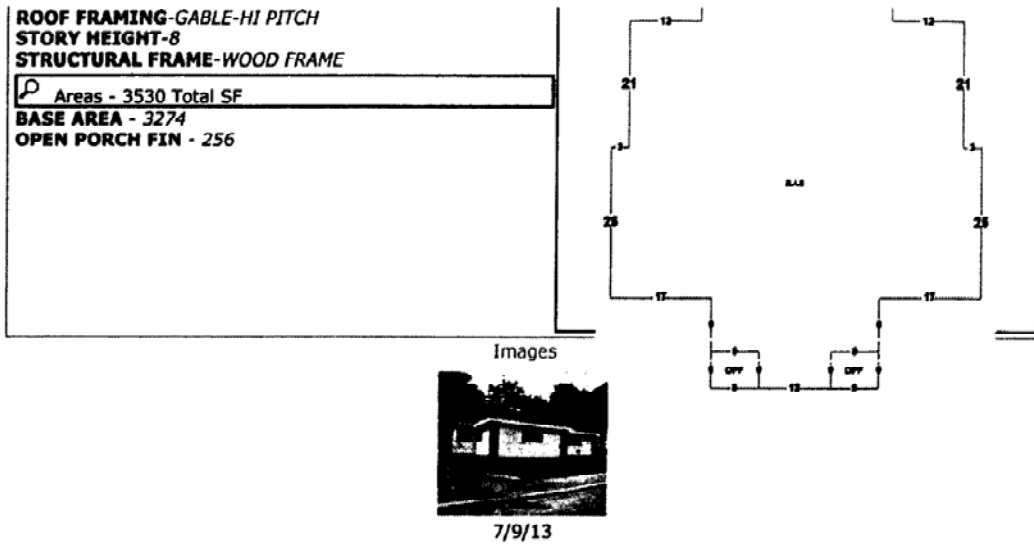
General Information		Assessments				
Reference:	000S009060013048	Year	Land	Imprv	Total	Cap_Val
Account:	150595000	2016	\$14,488	\$75,813	\$90,301	\$90,301
Owners:	PENSACOLA CITY OF	2015	\$14,488	\$68,588	\$83,076	\$83,076
Mail:	PO BOX 12910 PENSACOLA, FL 32521	2014	\$14,488	\$69,151	\$83,639	\$83,639
Situs:	1015 N E ST 32501	<a href="#">Disclaimer</a>				
Use Code:	PRIVATE SCHOOL-DAYCARE 	<a href="#">Amendment 1/Portability Calculations</a>				
Taxing Authority:	PENSACOLA CITY LIMITS					
Tax Inquiry:	<a href="#">Open Tax Inquiry Window</a>					
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector						

Sales Data					2016 Certified Roll Exemptions
<b>Sale Date</b>	<b>Book</b>	<b>Page</b>	<b>Value</b>	<b>Type</b>	MUNICIPAL OWNED
None					
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller					<b>Legal Description</b>
					LTS 13 14 BLK 48 WEST KING TRACT CA 106
					<b>Extra Features</b>
					CHAINLINK FENCE

Parcel Information	Launch Interactive Map	
<b>Section Map Id:</b> CA106		
<b>Approx. Acreage:</b> 0.1750		
<b>Zoned:</b> P R-1A		
<b>Evacuation &amp; Flood Information</b> <a href="#">Open Report</a>		
 View Florida Department of Environmental Protection (DEP) Data		

Buildings	
Address: 1015 N E ST, Year Built: 1952, Effective Year: 1980	
Structural Elements	
DECOR/MILLWORK-AVERAGE	
DWELLING UNITS-0	
EXTERIOR WALL-VINYL SIDING	
FLOOR COVER-CARPET	
FOUNDATION-SLAB ON GRADE	
HEAT/AIR-CENTRAL H/AC	
INTERIOR WALL-DRYWALL-PLASTER	
NO. PLUMBING FIXTURES-10	
NO. STORIES-1	
ROOF COVER-DIMEN/ARCH SHNG	

1278



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

Last Updated: 10/21/2016 (tc.45817)





## Inspection Report

1015 N. 'E' St.

Pensacola, FL

Prepared for:

**Leyland Andrews**

**2/19/2020**



2215 McCutchen Place Pensacola, FL 32503  
(850) 341-8591 Email [SimsInspections@cox.net](mailto:SimsInspections@cox.net)  
Like us on Facebook!



# Sims Inspections

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February 19, 2020

RE: 1015 N. 'E' St.  
Pensacola, FL

Dear Leyland Andrews:

At your request, a visual inspection of the above referenced property was conducted on February 19, 2020. This inspection report reflects the visual conditions of the property at the time of the inspection only. Hidden or concealed defects cannot be included in this report. No warranty is either expressed or implied. This report is not an insurance policy, nor a warranty service.

**An earnest effort was made on your behalf to discover all visible defects, however, in the event of an oversight, maximum liability must be limited to the fee paid. For more information please read our Limitation of Liability included in this inspection report. The following is an opinion report, expressed as a result of the inspection.**

**IMPORTANT NOTE - PLEASE READ:** This summary page is provided only as a brief overview of the Report. This page is not encompassing, and this page alone is not a substitute for the Report in its entirety. The entire Inspection Report including Limitations, must be carefully read to fully assess the findings of the Inspection.

## REPORT SUMMARY

Overall, the building was constructed in a workmanlike manner, consistent with the local building trades and practices in effect at the time of construction. However, in accordance with prevailing local real estate purchase agreements - **It is recommended that any deficiencies, and the components / systems related to these deficiencies, noted anywhere in the Report, be evaluated / inspected, and addressed as needed by appropriately licensed contractors / professionals, PRIOR TO CLOSING on the contract.** The following summarized list of deficiencies is not intended to represent the only items that may be addressed per contractual requirements.

Any additional areas of uncertainty, or concern, regarding the building and/or sales contract, should be clarified through consultation with your real estate agent, or an attorney, prior to closing.

## INSPECTION CONDITIONS

### UTILITY SERVICES:

### UTILITIES STATUS:

**Electric is on. The water and gas are off at this time.**

## EXTERIOR - FOUNDATION - STRUCTURE

### WALLS:

### CONDITION:

**There are several areas around the building where the siding is loose (front) and where the soffit's panels are loose and/or out of position. Have a vinyl contractor start in the front where the loose siding panel is and work their way around the building securing any loose soffit and/or trim.**

## ROOF SYSTEM

### ROOF:

### ROOF COVERING STATUS:

**The roof shingles are at or near the end of their useful life. A licensed roofing contractor should be called for a further evaluation and make any other repairs as needed.**

### GUTTERS & DOWNSPOUTS:

### TYPE & CONDITION:

**Metal, general conditions are OK, however the gutters need to be cleared from all leaves and debris. Continue to keep the gutters clean as part of routine maintenance.**

INSPECTOR NOTES:

The leaves and tree debris need to be cleaned off and kept off of the roof surface as much as possible.

**PLUMBING**

HOSE FAUCETS:

OPERATION:

The faucet handle for the hose faucet on the rear side is missing (been removed for obvious daycare reasons)?

WATER HEATER:

CONDITION:

Currently the water is off to the building so the water heater could not be seen in operation. The water heater appears to be in good working condition, no leaks noted. Ensure before closing that the water heater is working properly.

**ELECTRICAL SYSTEM**

SWITCHES & OUTLETS:

CONDITION:

A representative sampling of switches and outlets were tested. As a whole, outlets and switches throughout the building are in good working / serviceable condition with the following exceptions - the exterior GFCI outlet to the left of the front door has a broken weatherproof cover and a couple of switch / outlet coverplates are missing.

Furnishings / stored items prevent access and testing at some outlets and switches.

LIGHT FIXTURES:

CONDITION:

1. Several of the interior lights are not working. When light fixtures are not working it could be a bulb issue, a switch issue, or a fixture issue but you cannot be sure until all light fixtures have good working bulbs.
2. There are several light fixtures with missing bulb covers.
3. The exterior rear safety light appears broken.

**HEATING - AIR CONDITIONING**

HEATING SYSTEM CONDITION:

PRIMARY UNIT:

The thermostat's LED screen was not displaying anything so the HVAC system could not be operated and seen in operation.

AIR CONDITIONING:

AIR TEMPERATURE DROP:

Not determined due to it not being operated. Even if the thermostat was working, I would not have operated the units due to the exterior cover being unscrewed and open to the elements.

SYSTEM CONDITION:

The interior coil is dirty and rusting along the bottom - age typical issues.

The outdoor condensing units are oxidizing which is an indication of the units nearing the end of their normal life expectancy.

HVAC CLOSET:

CONDITION:

OK, fair condition. Due to past leaks some of the vinyl floor tile are loose.

**INTERIOR**

DOORS:

MAIN ENTRY DOOR:

The front door's glass has been broken and it currently has a piece of plywood covering what is left

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of the broken glass panel. The front door does operate and lock OK.

## OTHER EXTERIOR DOORS:

The south side door is stuck shut - free as needed.

## WINDOWS:

### CONDITION:

The accessible windows were opened and they operated normally with the following exceptions:

1. Four of the windows I could access have a spiral sash balance (which holds up the window) that is defective or has come loose.

2. Several of the windows' insulated glass have a fogged look, indicating an inner seal failure. Because minor fogging and possibly minor cracking of any glass can be difficult to detect, for various reasons, such as weather conditions, uncleanliness, and limited access, it is recommended to have all of the insulated glass windows and doors reviewed by the professional glass contractor, when on site measuring for the replacement glass. They can best prepare a detailed list of the number of fogged window & door panels which need to be replaced.

3. Multiple screens were either missing or damaged.

Make all minor hardware repairs and/or glass improvements as needed.

Note: Some windows may have been inaccessible due to the furnishings and/or stored items and were not operated.

## CEILINGS:

### TYPE & CONDITION:

Drywall, general conditions are fair to OK.

Water stains were noted and are dry at this time. Make inquiry with the seller as to the history of leaks.

## INSPECTOR NOTES:

Make sure before closing that all of the safety egress items (lights & exit signs) are working as designed.

## BATHROOMS

### BATHROOMS:

#### VENT FANS:

The vent fans in all three of the bathrooms are not working.

#### TOILET CONDITION:

The toilets appear OK at this time but without any water the flush mechanism will most likely need replacing.

#### COMMENT:

The water was off so any bathroom item that uses water could only be looked at, as they were not seen in operation. Before closing I would recommend that the water be on and the plumbing checked for leaks and be in proper working condition.

## INSPECTOR NOTES:

There are two bathrooms in the front entry and the right side one is completely inaccessible due to the stored items.

## KITCHEN / APPLIANCES / LAUNDRY

### KITCHEN SINK:

#### TYPE AND CONDITION:

Just like the bathrooms, the water was off so any kitchen item that uses water could only be looked at, as they were not seen in operation.

## INTERIOR COMPONENTS:

### COUNTERS AND CABINETS:

The cabinets and tops are in fair & serviceable condition as viewed. Cleaning of the cabinets is

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**needed.**

WALLS/CEILINGS/FLOORS:

**The walls and closet doors in the kitchen have some mildew and what looks like mold that will need to be cleaned.**

LAUNDRY:

CONDITION:

**The exterior dryer vent cover is missing and needs to be replaced.**

**GROUND**

LANDSCAPING:

CONDITION:

**Maintenance needed, the play set and toys need a thorough cleaning.**

**Conditions may change after this inspection, therefore conducting a thorough and complete walk-thru prior to closing is highly recommended.**

Thank you for selecting our firm for your inspection needs. If you have any questions regarding the Inspection Report or the property, please feel free to call us.

Sincerely,



Greg Sims (850) 341-8591  
State of Florida Certified Home Inspector #HI336  
State of Florida General Contractor #RG0054877  
ASHI Certified Home Inspector #244150  
Sims Inspections [www.SimsInspections.com](http://www.SimsInspections.com)

## Report Index

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## INSPECTION CONDITIONS

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### CLIENT & SITE INFORMATION:

FILE #: 15864.  
DATE OF INSPECTION: February 19, 2020.  
TIME OF INSPECTION: 8:00 AM.  
CLIENT NAME: Leyland Andrews.  
INSPECTION SITE: 1015 N. 'E' St.  
INSPECTION SITE: Pensacola, FL.  
CITY/STATE/ZIP:

### CLIMATIC CONDITIONS:

WEATHER: Partly cloudy.  
SOIL CONDITIONS: Dry.  
APPROXIMATE OUTSIDE TEMPERATURE in F: 70.

### BUILDING CHARACTERISTICS:

MAIN ENTRY FACES: Easterly.  
ESTIMATED AGE OF THE BUILDING: 1952.  
BUILDING TYPE: Office - Daycare business.  
STORIES: 1

### UTILITY SERVICES:

WATER SOURCE: Public.  
SEWAGE DISPOSAL: Sewage disposal systems of any type are not inspected by Sims Inspections.  
UTILITIES STATUS: **Electric is on. The water and gas are off at this time.**

### OTHER INFORMATION:

BUILDING OCCUPIED: No, but some of the furniture and stored items restrict full access and viewing of the floors, walls, closets, cabinetry, etc.



PEOPLE PRESENT: Buyer for a short while.

### PAYMENT INFORMATION:

TOTAL FEE: \$500.00.  
PAID BY: Online payment - Thank you.

**THIS IS A LEGAL AND BINDING CONTRACT BETWEEN SIMS INSPECTIONS AND CLIENT. PAYMENT FOR THESE SERVICES, AND OR, SUBSEQUENT USE OF THE INSPECTION REPORT, TO ANY DEGREE, CONSTITUTES AGREEMENT WITH, AND ACCEPTANCE OF, ALL CONDITIONS, BY THE CLIENT, EVEN IF THE CLIENT HAS NOT SIGNED THE PRE-INSPECTION AGREEMENT.**

### Limitation of Liability

### Please Read Carefully:

**All parties involved with this transaction, the Inspection, and the Report, understand and agree, that any and all liability of Sims Inspections', or it's officers', agents', or employees' for any and all errors or omissions, with**

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arising out of or relating in any way to the Inspection and Report, is strictly and expressly limited to the maximum amount of the sum of all fees paid to Sims Inspections for the Inspection and Report. Client absolutely, unequivocally, and unreservedly waives and releases any claim for any additional actual, consequential or incidental damages that exceeds the amount of the sum of such fees. Client understands that Sims Inspections is relying on this Limitation of Liability in performing the Inspection and preparing the Report, and would not do so absent this Limitation of Liability

## WITHIN THE SCOPE OF THIS INSPECTION/REPORT

***The scope of the inspection is as follows:*** This is a limited, visual inspection to determine the current, general condition of the systems and components of the home, and to identify and report those items which are suffering readily observable deficiencies, or need repair or further evaluation by licensed contractors or appropriate professionals.

The inspector is not represented as a specialist in any particular area, but rather is acting as a generalist in various fields. As such, if the Client desires more information on any issue identified in the Report, the Client should contact a specialized or licensed contractor or professional in that field.

Any actions undertaken by the Client based upon any recommendations of the inspector are at the sole expense of the Client. The inspector is not responsible for the costs of repair or correction of any item.

The presented Report is a compilation of conditions discovered and readily observable at the time of the Inspection only. The inspector has not and will not undertake any destructive or invasive analysis, inspection or testing.

Any estimates expressed in the Report regarding remaining life expectancy of equipment, appliances or materials, capacity, maintenance requirements, or adequacy of components are of general opinion in nature, based on knowledge of similar components, of similar condition, and are not reasonably expected to be precise. Variations between the estimates and actual experience should be expected.

## OUTSIDE THE SCOPE OF THIS INSPECTION/REPORT

This Inspection, by its nature, is not technically exhaustive, and the resulting Report should not be read to suggest that every aspect of every component was inspected, or that every conceivable deficiency was discovered. The inspector will not disassemble equipment or appliances, or perform any invasive or destructive testing or analysis.

Neither the Report, nor any part of it, should be construed as a confirmation, or denial, of any component's compliance with any governmental, non-governmental, or industry standards, codes or regulations.

The Report is not intended, or presented, as a warranty or guarantee of the present or future adequacy or performance of the homes structure, its components, its equipment, systems and appliances, or of the maintenance requirements for any item. The Report is the result of the inspectors' provision of services shall not be relied upon by the Client or anyone else as an expression or implication of merchantability or fitness for a particular use, regarding the condition of the property, and any such warranties are expressly disclaimed

Any systems, equipment, materials, components, or conditions which are covered, concealed, camouflaged, or by the sheer nature of their location are not readily accessible, or observable are excluded from consideration in this Inspection and Report. No invasive or destructive techniques are utilized, such as (but not limited to): disassembly or/dismantling of components, appliances, or equipment, invasion or opening of walls/ceilings/etc., moving of furnishings, appliances, stored items, or excavation of any kind.

Client agrees to assume all risk for any conditions which are concealed in any way or not observable or observed at the time of inspection.

## THE FOLLOWING ARE OUTSIDE THE SCOPE OF THIS INSPECTION, WHETHER CONCEALED OR NOT:

- Engineering analysis of structural stability or condition
- Stucco finishes, coatings, or cladding of any surfaces (see details below)

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- Condition of detached buildings (unless otherwise specified)
- Piers, seawalls, boat houses or any type of marine construction
- Hurricane protection components or materials of any kind
- Pools or spas
- Shower pans of any type
- Generators or generator components of any type
- Adequacy or efficiency of any system or component
- Prediction of life expectancy of any item
- Private water or sewage systems, including septic tanks
- Underground piping systems of any kind
- Air quality, water quality, mold, asbestos, radon, formaldehyde, lead, electromagnetic radiation, or any environmental hazard.
- Security systems, or personal property
- Termites, wood rot, fungus, pests, or other wood destroying organisms
- Water Source heat pumps, Furnace heat exchangers, and floor furnaces of any type
- Refrigerator ice & water features of any kind
- Recreational facilities
- Water softener or water purifier systems
- Radio-controlled devices, automatic gates, elevators, lifts, thermostatic or time clock controls
- Geological stability or soil conditions
- Retaining walls of any material or type
- Building codes/zoning ordinance violations
- Window treatments of any kind

An Inspection and Report without this LIMITATION of LIABILITY, which could include the review by appropriate specialists such as but not limited to: Roof, Heating & Air Conditioning, Plumbing, Electrical, Foundation, Fireplace, Pool, Structural Engineer, etc., is available. If this type inspection is desired, Client must contact Sims Inspections for details. The cost of any such inspection will be substantially higher than that of a standard inspection.

## Fireplaces & Wood Stoves:

As with any fireplace or wood stove, when making a fire for the first time start with a very small fire to see how well it drafts. If there are any doubts as to the flue condition or the draft a chimney inspection company should be contacted to review all of the fireplace components. Cleaning and inspection on a regular basis is recommended for all fireplaces in order to monitor and address as needed any possible development of cracks/defects.

**Condominiums and Townhouses** typically are not inspected for deficiencies such as structural, exterior, grounds, roof (or items on the roof) unless otherwise specified and specifically included in the Report.

**Stucco:** Our policy is to recommend a thorough inspection of all types of stucco clad surfaces by a certified Stucco Inspection contractor, which we are not. As a courtesy to our clients, without assuming any liability, and upon their request, we will report our findings from a "visual only" inspection. Our findings are not a substitute for a valid stucco inspection.

**Shower Pans:** We conduct a visual and non-invasive inspection of the readily accessible portions of the shower stall. Therefore, it is a limited inspection and may not note any hidden defects which were not visually observable. Flood testing of any shower pan type is not included as part of this inspection.

**Sims Inspections does not perform mold testing, assessments, or evaluations.** We present no opinion of, and exclude from our inspections, reports and responsibility, any and all issues of microbiological health risks of any kind or form, including but not limited to, mold, fungus, and mildew.

Providing a meaningful assessment of indoor air quality with regards to potential health risks requires an extended survey period of time with sophisticated instrumentation that typically a home inspector cannot (and we do not) provide, even when utilizing the services of an independent lab for analysis of air samples or spores collected.

**Sims Inspections** certify that we as a company, and our inspectors as individuals, have no interest or connection, financially or otherwise, present or contemplated, with any transactions concerning this property, nor with any professionals or trades-people that may be involved.



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**Limitation on Reliance:** Sims Inspections has performed this inspection solely and exclusively for the Client and no one else. This Report does not transfer to anyone else, and cannot be relied upon by anyone other than the Client. In addition, because the conditions of any property may change over time, and may change based upon things that are not readily observable. In other words the Report only reflects a "snapshot" in time of the day of the Inspection.

**Dispute Resolution:** Any disagreement or dispute arising out of or relating to this Inspection or Report, unless a mutual settlement agreement is reached by all parties, shall be decided by the following procedures. First, either party will send written notice of the dispute to the other party specifying the nature of the dispute. Second, the parties will meet, in person, in a good faith attempt to resolve such dispute. If the parties are unable to resolve such dispute by such meeting, then they shall mediate the dispute before a mediator agreed to by the parties. Should the parties be unable to agree to a mediator, a mediator may be appointed by any circuit court judge upon request of either party. Such mediator shall be certified by the Florida Supreme Court and the mediation shall proceed under the statutes and rules governing mediation in Florida. Should the parties be unable to resolve the dispute through mediation, then the matter shall be submitted for decision through litigation to a judge of the circuit or county court of the county in which the property is located. EACH PARTY HEREBY WAIVES THEIR RIGHT TO HAVE ANY MATTER OR DISPUTE ARISING OUT OF OR RELATING TO THIS CONTRACT TRIED TO A JURY. RATHER, THE PARTIES AGREE THAT ALL SUCH DISPUTES SHALL BE TRIED ONLY TO THE COURT IN A NON-JURY FINAL HEARING.

Client agrees to allow Sims Inspections or its agents to review the conditions of any claim, item, or matter in dispute prior to disturbing the conditions and before any repairs or alterations are made to anything which may be viewed as evidence relating to the complaint, otherwise the right to make said claim is waived.

**Attorneys Fees:** In the event of any dispute regarding the enforceability or validity of the Limitation of Liability contained in this Agreement, the prevailing party in such dispute shall recover its reasonable attorneys fees and costs from the non-prevailing party, whether incurred in litigation, arbitration, mediation, or on appeal.

**Payment:** Client accepts full responsibility for all fees due, as compensation to Sims Inspections, for services rendered and also any other expenses that may arise, should a collection process become necessary. This responsibility remains valid under any circumstances and whether or not the sales transaction is completed through closing.

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## EXTERIOR - FOUNDATION - STRUCTURE

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Conditions, of any areas that are not readily viewable or accessible due to the wall finish materials, height, construction design, stored items, vegetation, grade level, or any other factors, are not determined and not within the scope of this inspection. Minor cracks in masonry foundations are not unusual and typically most do not represent a structural concern. Complete evaluation by a structural engineer is recommended when major cracking or possibly bowing is observed. Concrete slab floors typically experience some cracking due to shrinkage during the drying process. Generally, in other than extreme cases, these are not considered a structural problem. In most instances floor coverings prevent detection of cracks or settlement in all but the most severe cases. All flooring conditions that are concealed by floor coverings, furnishings/stored items, construction design, inaccessibility, or otherwise not readily viewable, are not determined and excluded for this inspection.

### STRUCTURE:

TYPE OF CONSTRUCTION: Concrete slab with wood frame.

CONDITION: No readily visible problems were observed, the slab is not visible due to the floor covering - i.e. carpet & vinyl.

### WALLS:

MATERIAL: Vinyl siding with vinyl soffit and trim.



### CONDITION:

There are several areas around the building where the siding is loose (front) and where the soffit's panels are loose and/or out of position. Have a vinyl contractor start in the front where the loose siding panel is and work their way around the building securing any loose soffit and/or trim.



**sample areas**

FRAMING MEMBER SIZING: The framing is 2" x 4" and 2" X 6" wood members.

### TRIM:

CONDITION: Some of the wood door trim needs paint maintenance - cosmetic issue.

### INSPECTOR NOTES:

Always refer to the WDO (wood destroying organism) report issued by the Pest Inspection Company for the complete list of locations, if any, of all of the wood rot and/or termite damage. We recommend that any wood repair work not begin before their list is issued.

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## ROOF SYSTEM

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The absolute water-tightness of a roof system can only be determined by observing it during a period of prolonged rainfall and differing weather and wind conditions. These conditions are rarely, if ever, present during the inspection, and if they are, there are almost always some areas of the roof that will not be observable, due to factors such as, but not limited to: construction/ framing design, ductwork, insulation, low headroom, etc. Therefore this report should not be construed as a warranty, or an absolute opinion, of the complete water-tightness of the roof system. We will, however, endeavor to report observable evidence of roof leaks or problems. **It is also important to talk to the homeowner about any ceiling stains and leak activity whether past or present. A homeowner is obligated by the seller's disclosure paperwork to truthfully report on any roof leak issues since they have owned the home. Make sure you have reviewed the seller's disclosure statement in its entirety.**

### ATTIC AND INSULATION:

ATTIC ACCESS LOCATION: Kitchen ceiling.



ACCESSIBILITY AND  
CONDITION:

The attic is somewhat accessible, ventilation is provided, and its visible general conditions are OK.

**Note: Complete viewing of this or any attic is not possible due to the framing design, low headroom, ductwork, insulation, wiring, etc.**

INSULATION TYPE AND  
CONDITION:

Fiberglass batts.



DEPTH AND R-FACTOR:

6 +/- inches = R-19 +/- . **The current insulation is compacted and the true R-factor at this point in time may be less than that originally installed. Installation of additional insulation is recommended.**

**Note - the front office and entry area have about 10 +/- inches so it does not need any or much insulation there.**

### ROOF:

STYLE:

Combination gable and hip.

TYPE:

Composition shingles.



ROOF DECKING:

The visible roof decking is made of butted one inch nominal boards.

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## ROOF FRAMING:

Site built framing using 2 X 4 and/or larger material.



## SLOPE:

Medium.

## ROOF ACCESS:

I walked on the roof.

## ROOF COVERING STATUS:

**The roof shingles are at or near the end of their useful life. A licensed roofing contractor should be called for a further evaluation and make any other repairs as needed.**



**shingle wear**

## ESTIMATED LIFE

## EXPECTANCY OF ROOF:

The roof covering material has an **estimated** remaining life expectancy of 1 to 3 +/- years, assuming proper maintenance is completed as needed.

**NOTE: The life expectancy given is the best estimate of the inspector, assuming proper maintenance. The actual life of the roofing materials used can be influenced by external sources like weather extremes, conditions caused by trees and vegetation, and mechanical damages.**

## EXPOSED FLASHINGS:

### TYPE:

Metal - OK.

## GUTTERS & DOWNSPOUTS:

### TYPE & CONDITION:

**Metal, general conditions are OK, however the gutters need to be cleared from all leaves and debris. Continue to keep the gutters clean as part of routine maintenance.**



## INSPECTOR NOTES:

**The leaves and tree debris need to be cleaned off and kept off of the roof surface as much as possible.**



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## PLUMBING

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The only elements of the plumbing system that are considered to be included in this inspection report are the piping and plumbing components that are visible and readily accessible without the need for any invasive techniques of any kind, such as dismantling/disassembly of any component of the property. Excluded from consideration in this inspection, with respect to functionality, leakage, or corrosion, are all underground plumbing systems and any components related to, but not limited to: water supply, waste, or sprinkler systems.

### MAIN LINE:

SHUTOFF / CONDITION:

**The water meter is located in the side yard, no visible problems were observed, but the water service was not on.**



**backflow preventer valve under box**

### SUPPLY LINES:

MATERIAL:

Copper.



CONDITION:

No signs of visible leaks noted, (most of the piping is hidden in the walls & floor). The water was not on but the pipes did appear to be in good condition.

### WASTE LINES:

MATERIAL:

PVC.



CONDITION:

No visible leakage noted, (not all piping is visible).

### HOSE FAUCETS:



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## OPERATION:

The faucet handle for the hose faucet on the rear side is missing (been removed for obvious daycare reasons)?



## WATER HEATER:

TYPE:

Electric.

SIZE:

40 Gallons.



AGE:

The water heater was manufactured in 2008 (approximate age is taken from the unit's data plate when possible).

LOCATION:

Laundry room.

CONDITION:

Currently the water is off to the building so the water heater could not be seen in operation. The water heater appears to be in good working condition, no leaks noted. Ensure before closing that the water heater is working properly.

## FUEL SYSTEM:

GAS METER LOCATION:

The gas meter is located at the exterior, north side.



## INSPECTOR NOTES:

There is a small electric tankless water heater for the entry way bathrooms.



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## ELECTRICAL SYSTEM

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**Please be aware that it is getting difficult to obtain homeowner's insurance in the State of Florida if your home has aluminum branch wiring. That is the branch wiring for the outlets, switches, and lights. Sims Inspections recommends that any home with aluminum wiring be checked completely by a licensed electrical contractor before purchase is completed.** It is also recommended that aluminum wiring be periodically inspected and receive any needed maintenance or corrections by a licensed electrical contractor. The operation or verification, of any timing devices, such as time clock motors, is not included in this inspection. Inoperative light fixtures often are suffering from missing or dead bulbs. Light bulbs are not changed or installed during the inspection

### SERVICE:

TYPE: Overhead / 110/220 Volt with circuit breakers.

MAIN PANEL POWER SIZE: 200 amp +/- The ampacity of the main service panel is adequate for the structure as it is presently being used. A 200 amp service disconnect circuit breaker was present at the service panel.

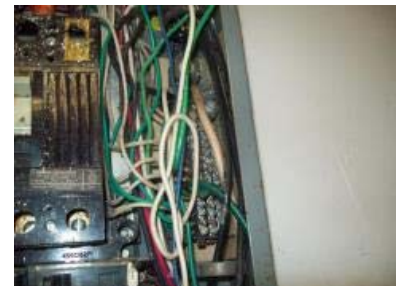


### GROUNDING:

Main Service Ground Verified: The main service ground wire was located in the main panel.

### CONDUCTORS:

BRANCH WIRING TYPES: Romex - Copper at all 110 volt items.



### ELECTRICAL PANELS:

MAIN PANEL LOCATION: Exterior of the building, west side.

SUB PANEL #1 LOCATION: Laundry room.



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## SUB PANEL NOTES:

The interior circuit breakers and wire sizing are correct so far as visible.



## SWITCHES & OUTLETS:

### CONDITION:

A representative sampling of switches and outlets were tested. As a whole, outlets and switches throughout the building are in good working / serviceable condition with the following exceptions - the exterior GFCI outlet to the left of the front door has a broken weatherproof cover and a couple of switch / outlet coverplates are missing. Furnishings / stored items prevent access and testing at some outlets and switches.



## LIGHT FIXTURES:

### CONDITION:

1. Several of the interior lights are not working. When light fixtures are not working it could be a bulb issue, a switch issue, or a fixture issue but you cannot be sure until all light fixtures have good working bulbs.
2. There are several light fixtures with missing bulb covers.
3. The exterior rear safety light appears broken.





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## HEATING - AIR CONDITIONING

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**No liability for air quality is assumed by this company, its employees, or agents.**

No invasive techniques, like the dismantling of any system or component, such as would be needed for inspection of furnace heat exchangers, are not practiced during this inspection. The inspector does not light any pilot lights. The inspector does not test any safety devices.

**NOTE: Air conditioning systems are not tested when the outside temperature is below 60 degrees (F), and the heating modes of heat pumps are not tested when the temperature is above 75 degrees (F), as testing in these conditions can harm the units.**

Thermostats are not tested for calibration or timing functions. Testing of electronic air cleaners, humidifiers and de-humidifiers are not part of this inspection. No pressure testing of any component, of any refrigerant systems, is performed. Therefore, no representation is made as to the state of the refrigerant charge, or system integrity, with regards to leakage. Subjective judgments, as to the acceptability of a system's capacity, adequacy, efficiency, balance, air flow or distribution, or register location are beyond the scope of this inspection. Routine servicing and maintenance of the HVAC system is recommended on a semi-annual basis.

### HEATING SYSTEM DESCRIPTION:

LOCATION OF PRIMARY UNIT: Closet.



SYSTEM TYPE: Forced Air.

FUEL TYPE AND NOTES: Electric.

CAPACITY OF UNIT: 6 ton - approximately.

APPROXIMATE AGE: The inside heating system can last 15-25 years with normal maintenance and this unit was built in 1998 (approximate age is taken from unit's data plate when possible).

### HEATING SYSTEM CONDITION:

PRIMARY UNIT: **The thermostat's LED screen was not displaying anything so the HVAC system could not be operated and seen in operation.**

BLOWER FAN: Functioning OK at this time (I was able to get the blower fan to come on).

AIR PLENUM: No visible leaks were noted.

AIR FILTERS: OK, suggest the continued use of a quality type filter.



### AIR CONDITIONING:

TYPE: Central electric.

POWER SOURCE: 220 Volt, electrical disconnect present.

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MAKE/MODEL/SERIAL:

There are two - Goodman / G036 / 1999 units combined.



EXTERIOR  
COMPRESSOR/CONDENSER  
AGE & INTERIOR COIL/AIR  
HANDLER AGE:

Exterior and interior units were built in 1999. Manufacturing ages are taken from the unit's data plate when possible. The exterior unit typically lasts 12-15 +/- years with proper maintenance.

AIR CONDITIONER AGE: Air conditioning systems of this type have expected service lives of 12 to 15 +/- years. Any component of a central heating and cooling system which is over 12 years of age is categorized as being in fair condition, primarily due to its increased likelihood of breakdown and need for replacement in the future. **Any service life in excess of 15 years is in the realm of good fortune only and should be viewed as such. These units are 21 years old and could fail at any time.**

CAPACITY OF UNIT:

6 ton (approx. size (tonnage) taken from the unit's data plate).

A/C SIZING: The general rule of thumb for proper sizing of central air conditioner systems is that each ton of air conditioning will service between 600 to 800 square feet of living area, given proper operation. The above listed tonnage figure multiplied times each of these numbers should give you a range into which the actual square footage of the building should fall. Unit capacity requirements will vary according to other factors such as building age & type, windows, insulation, etc. **Any concerns of yours about the HVAC system's efficiency, air distribution, or register locations should be reviewed by an HVAC contractor.**

AIR TEMPERATURE DROP:

**Not determined due to it not being operated. Even if the thermostat was working, I would not have operated the units due to the exterior cover being unscrewed and open to the elements.**



SYSTEM CONDITION:

**The interior coil is dirty and rusting along the bottom - age typical issues. The outdoor condensing units are oxidizing which is an indication of the units nearing the end of their normal life expectancy.**

CONDENSATE DRAIN LINE:

A condensate drain line is installed and is presently draining to the exterior. Suggest adding (and using) an easy access clean out port for the condensate drain line to prevent water damage from occurring inside the building. When this has been installed, it enables you to remove the cap and pour a small amount of bleach into the line. The bleach's purpose is to keep the condensate drain line clean and free of sludge. **It is common practice in this area to pour 1/4 cup of bleach down the pipe every other month or 1 cup at the beginning and 1 cup at the end of the cooling season.**

**As an additional upgrade, to help prevent possible condensate drain line problems, it would be beneficial to add a float shut off switch to your condensate drain line. Contact a licensed HVAC contractor for the different shut off options available.**

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NORMAL CONTROLS:

The thermostat has a LED readout screen that is not displaying any information - mentioned earlier.



HVAC CLOSET:

CONDITION:

OK, fair condition. Due to past leaks some of the vinyl floor tile are loose.



DUCTWORK:

TYPE:

Fiberglass ductboard with flexible ducts.



DUCTS/AIR SUPPLY:

OK - no air leaks were noted, where viewable.

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## INTERIOR

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Some conditions of walls and ceilings, both surface and inner, cannot be determined due to wall/ceiling finishing materials, furnishings, stored items, or any other means of concealment. Areas of normal wear and tear or cosmetic defects are typically not included in the report. Damage/stains to floor covering materials are often concealed by furnishings or stored items and beyond the scope of this inspection. Conditions beneath any floor covering are not determined. Accurately determining the condition of some insulated glass windows/doors can be, and sometimes is, not possible due to such factors as very minor fogging conditions, temperature effects, weather conditions, lighting, lack of cleanliness and inaccessibility because of furnishings/stored items/location. If the possibility of even very minor fogging of insulated glass is a concern, then a complete review of all insulated glass by a professional glass contractor is recommended. **As with any fireplace or stove, when making a fire for the first time start with a very small fire to see how well it drafts. If there are any doubts as to the flue condition or the draft a chimney inspection company should be contacted to review all of the fireplace components. Cleaning and inspection on a regular basis is recommended for all fireplaces in order to monitor and address as needed any possible development of cracks/defects.** Smoke alarms are recommended to be installed within 15 feet of all bedroom doors, and should be tested regularly. Drapes, blinds, and/or window treatments of any kind are not inspected.

### DOORS:

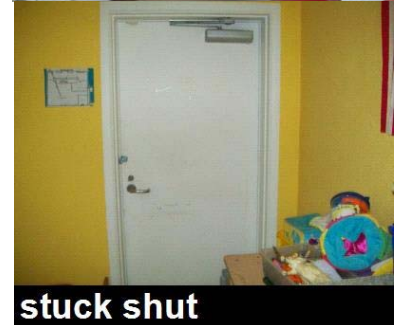
#### MAIN ENTRY DOOR:

**The front door's glass has been broken and it currently has a piece of plywood covering what is left of the broken glass panel. The front door does operate and lock OK.**



#### OTHER EXTERIOR DOORS:

**The south side door is stuck shut - free as needed. The other front door and rear door operate and lock OK.**



**stuck shut**

#### INTERIOR DOORS:

Most interior doors operate OK, however some may need minor adjustments to operate more smoothly (typical of older buildings).

### WINDOWS:

#### WINDOW TYPE:

Vinyl - Insulated.

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## CONDITION:

The accessible windows were opened and they operated normally with the following exceptions:

1. Four of the windows I could access have a spiral sash balance (which holds up the window) that is defective or has come loose.
  2. Several of the windows' insulated glass have a fogged look, indicating an inner seal failure. Because minor fogging and possibly minor cracking of any glass can be difficult to detect, for various reasons, such as weather conditions, uncleanliness, and limited access, it is recommended to have all of the insulated glass windows and doors reviewed by the professional glass contractor, when on site measuring for the replacement glass. They can best prepare a detailed list of the number of fogged window & door panels which need to be replaced.
  3. Multiple screens were either missing or damaged.
- Make all minor hardware repairs and/or glass improvements as needed.
- Note:** Some windows may have been inaccessible due to the furnishings and/or stored items and were not operated.

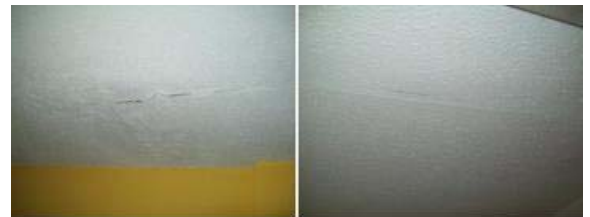


## INTERIOR WALLS:

MATERIAL & CONDITION: Drywall, general conditions are fair to OK.

## CEILINGS:

TYPE & CONDITION: Drywall, general conditions are fair to OK.  
Water stains were noted and are dry at this time. Make inquiry with the seller as to the history of leaks.



## FLOORS:

TYPE & CONDITION: Carpet & vinyl tile, general conditions are fair to OK (carpet could use some cleaning).



## STAIRS & HANDRAILS:

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CONDITION: The ramp's handrails are tight and secure.



## SMOKE / FIRE DETECTOR:

CONDITION: Noted, but not tested, appears to be tied into the security system.



## INSPECTOR NOTES:

**Make sure before closing that all of the safety egress items (lights & exit signs) are working as designed.**





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## BATHROOMS

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Often the full viewing of cabinets/vanities is limited due to stored items, and sometimes assembly design; therefore, only those areas that are readily accessible and viewable, without moving stored items, are taken into consideration and included in the inspection report. Only the surfaces of shower pans are reviewed for possible visual defects that may indicate possible leakage. Determining the full integrity of shower pans, and tub/shower surrounds, requires testing which is beyond the scope of this inspection. The proper application and continued maintenance of all sealants, such as grout or caulking, in wet areas is very important, as even minor imperfections can allow water to enter wall/floor systems and cause damage.

### BATHROOM(S):

FLOOR: OK condition.  
OUTLETS: The GFCI outlet in the entry bathroom is working.

VENT FANS: **The vent fans in all three of the bathrooms are not working.**

SINK & DRAIN FIXTURE: Wall mounted - OK condition.

FAUCET & SUPPLY LINES: From what is visible the faucet and supply lines are satisfactory.



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TOILET CONDITION:

The toilets appear OK at this time but without any water the flush mechanism will most likely need replacing.



COMMENT:

The water was off so any bathroom item that uses water could only be looked at, as they were not seen in operation. Before closing I would recommend that the water be on and the plumbing checked for leaks and be in proper working condition.

INSPECTOR NOTES:

There are two bathrooms in the front entry and the right side one is completely inaccessible due to the stored items.





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## KITCHEN / APPLIANCES / LAUNDRY

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Evaluation of accessory appliances, such as, but not limited to, freezers, free standing ice makers, etc. are not included in this inspection. Some functions of appliances, such as cleaning operation, various cooking cycles, thermostat calibration/operation, timing devices, clocks, etc. are not tested during this inspection. Appliances are tested for functionality only, such as, for example a dishwasher's general operation and not its cleaning efficiency. Appliances are not moved or adjusted during this inspection. Additionally, the refrigerator's water features (ice & water) are not inspected due to their unpredictable nature. Inquire with the seller on their operational status.

Laundry appliances are not tested or moved during this inspection and the condition of the walls or flooring hidden by them cannot be judged. Drain lines are not tested and water supply valves serving washing machines are not operated. Water supply valves may be subject to leaking if turned.

### KITCHEN SINK:

TYPE AND CONDITION: **Just like the bathrooms, the water was off so any kitchen item that uses water could only be looked at, as they were not seen in operation.**

### RANGE/COOK TOP AND OVEN:

TYPE/CONDITION: **Gas range - no gas service at this time but the range and oven are rusty but appear to be OK. Check before closing that all burners and the oven and broiler are operating correctly.**



### VENTILATION:

TYPE AND CONDITION: The vent fan is operational with external ventilation.



### REFRIGERATOR:

TYPE AND CONDITION: None noted.

### DISHWASHER:

CONDITION: No dishwasher is installed.

### GARBAGE DISPOSAL:

CONDITION: No disposal is installed.

### INTERIOR COMPONENTS:

COUNTERS AND CABINETS: **The cabinets and tops are in fair & serviceable condition as viewed. Cleaning of the cabinets is needed.**



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WALLS/CEILINGS/FLOORS: **The walls and closet doors in the kitchen have some mildew and what looks like mold that will need to be cleaned.**



WINDOWS/DOORS: Two sink windows operate OK, one has a broken sash balance - mentioned earlier.

LAUNDRY:

CONDITION: **The exterior dryer vent cover is missing and needs to be replaced.**



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## GROUNDS

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Determination of site stability or any geological conditions is beyond the scope of this inspection and should be addressed by a soils engineer or geologist if this information is desired. In this report, any reference to grade generally speaks to its relationship to the immediate areas of the exposed walls or foundation, and is an opinion only, in reference to other known similar conditions, and does not attempt to determine the drainage performance for the overall site. This inspection is a visual review only and does not address any underground systems such as sewer/septic, water/piping, or cables. Knowledge of any prior structural or foundation concerns or repairs should be readily disclosed by the sellers and we strongly encourage that you request any information they have or of which they have knowledge regarding these items.

**DRIVEWAY:**

TYPE: Asphalt.



CONDITION: Fair to good condition, some minor erosion to the asphalt was noted.

**SIDEWALKS:**

TYPE: Concrete.  
CONDITION: OK.

**LANDSCAPING:**

CONDITION: **Maintenance needed, the play set and toys need a thorough cleaning.**



**GRADING:**

SITE: Gentle slope, rear to front, water should always be directed away from the building.

**FENCES & GATES:**

TYPE: Chain link.



CONDITION: From what is viewable the fencing and gates are OK, in good and serviceable condition.



Residential Commercial 4 Point Insurance Wind Mitigation

## INVOICE

February 19, 2020

Client:

**Leyland Andrews**

Inspection Address:

**1015 N. 'E' St.  
Pensacola, FL**

**Total Amount Paid: \$500.00**

**We greatly appreciate your business**

**2215 McCutchen Place Pensacola, FL 32503  
(850) 341-8591 Email [SimsInspections@cox.net](mailto:SimsInspections@cox.net)  
Like us on Facebook!**





# DAYCARE FACILITY FOR SALE

1015 NORTH E STREET  
PENSACOLA, FL 32501

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Lisa D. Bradley  
Advisor  
850.712.2232  
lbradley@svn.com

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# Executive Summary



## OFFERING SUMMARY

Sale Price:	\$126,000
Lot Size:	0.26 Acres
Year Built:	1952
Building Size:	3,274
Renovated:	1980
Zoning:	R-1A
Market:	Pensacola
Submarket:	Westpointe Heritage
Traffic Count:	6,600
Price / SF:	\$38.49

## PROPERTY OVERVIEW

This property was originally constructed as a library, and most recently has been used as a daycare facility with a fenced playground area. Property has a corner location and a monument sign along E Street. Great opportunity for owner-user Daycare Facility or possible renovation to single family home.

This property is currently owned by the City of Pensacola and is sold "as is". The seller to pay brokerage commissions; however, Buyer is to pay All Additional Closing Costs. Seller provides no warranties or guarantees and buyer to perform their own due diligence. Site size and building size were obtained from public records and to be verified by buyer.

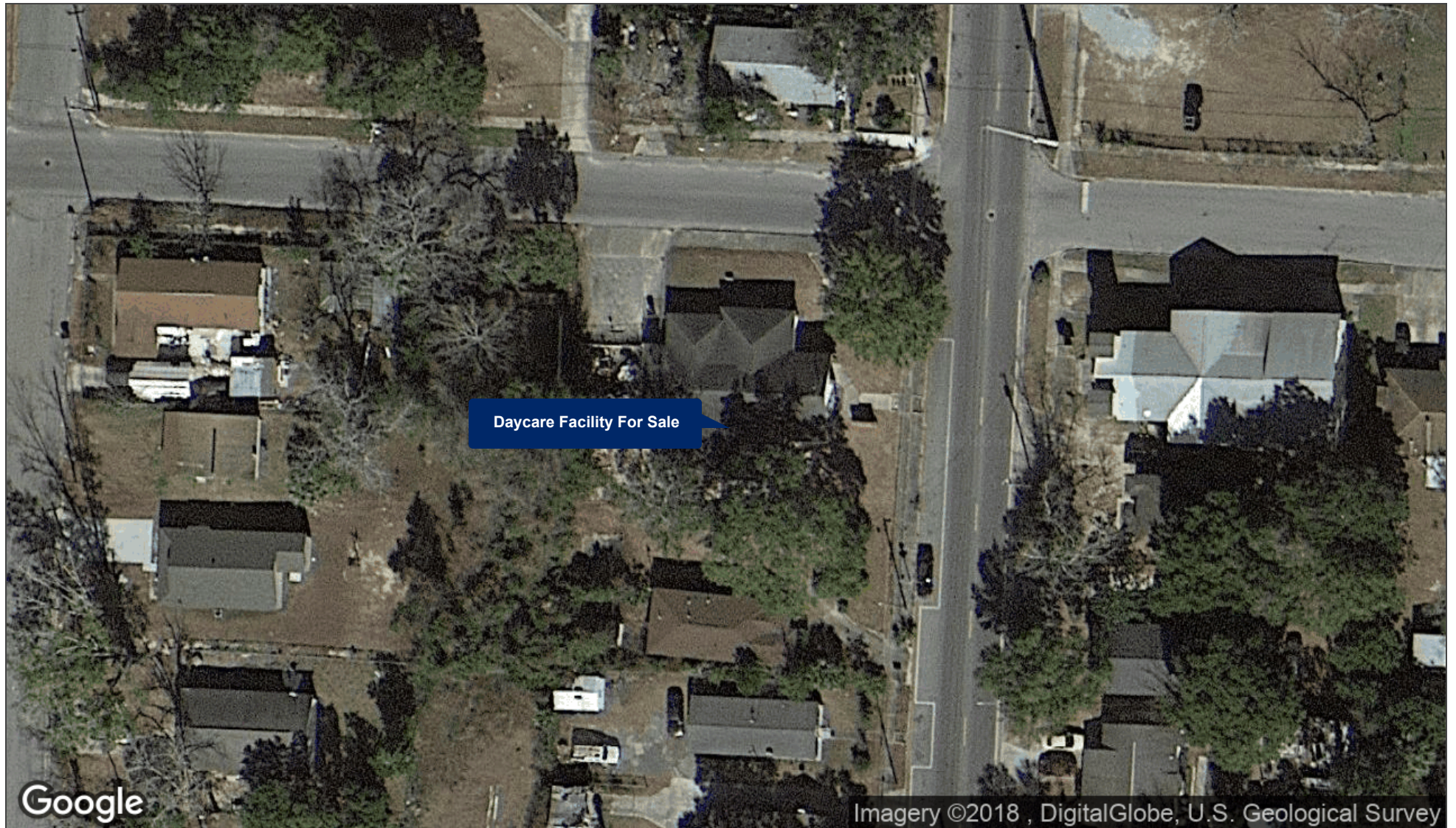
## PROPERTY HIGHLIGHTS

- Former Daycare Facility for Sale
- Close to Baptist Hospital & Pensacola High School
- Convenient to Downtown Pensacola
- Within 2 blocks of Cervantes Street
- Fenced Playground Area

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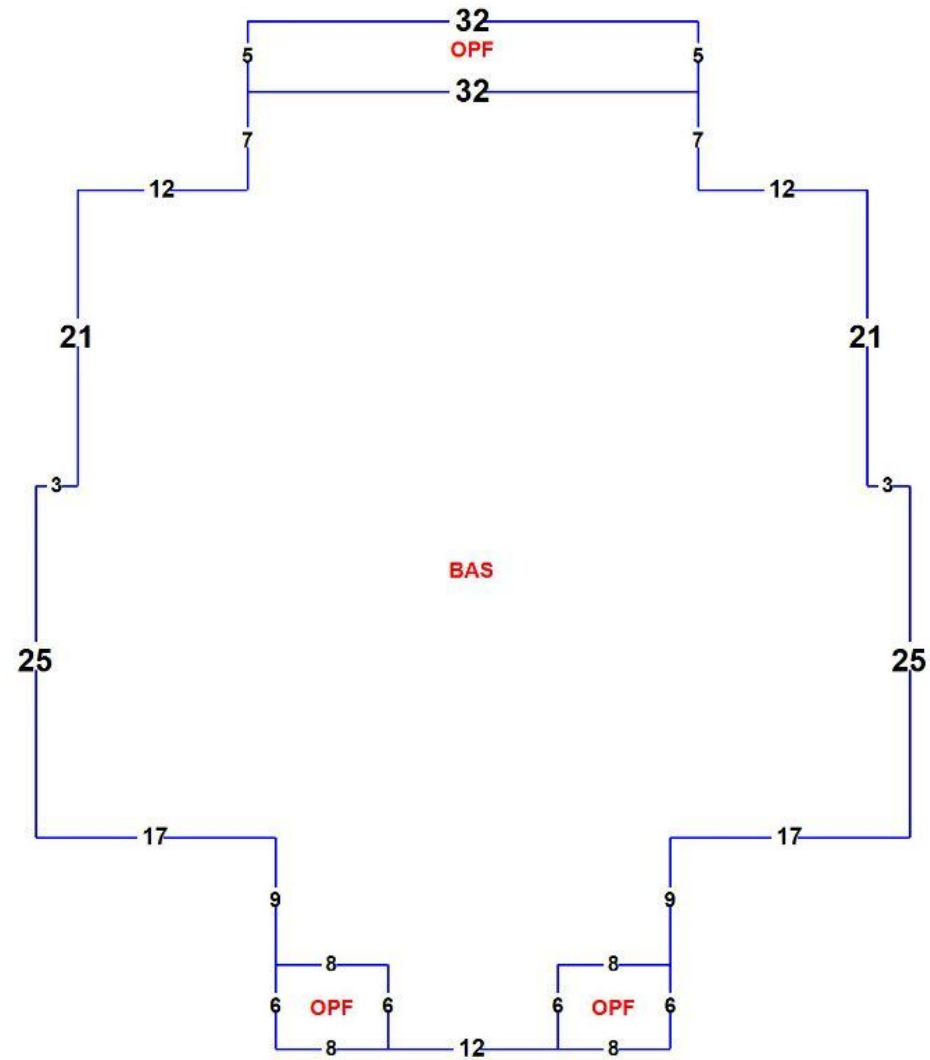
# Aerial Map



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# Floor Plans



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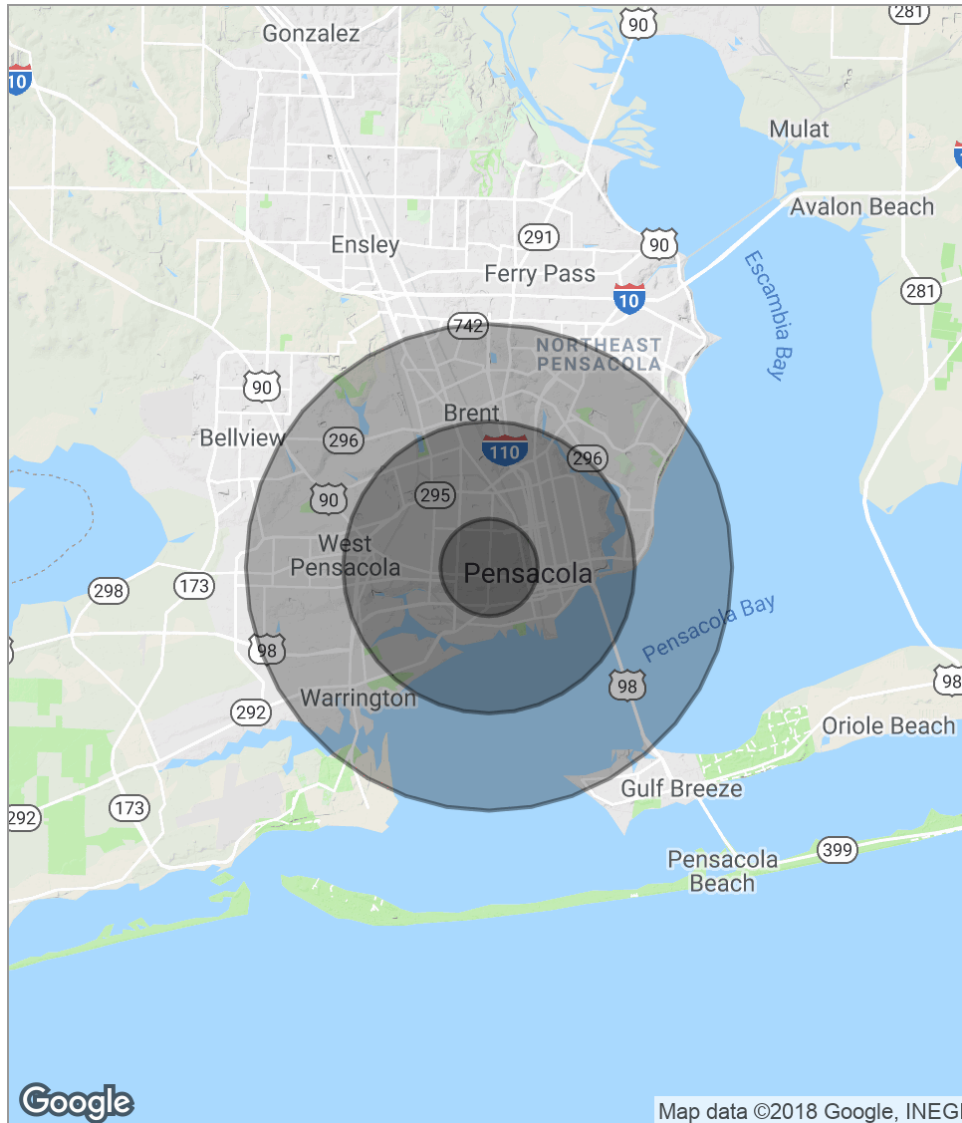


# Location Maps



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# Demographics Map



POPULATION	1 MILE	3 MILES	5 MILES
Total population	8,660	56,280	124,988
Median age	38.1	36.8	36.3
Median age [male]	31.6	34.4	34.8
Median age [Female]	44.3	38.9	37.9
HOUSEHOLDS & INCOME	1 MILE	3 MILES	5 MILES
Total households	3,519	20,886	47,496
# of persons per HH	2.5	2.7	2.6
Average HH income	\$43,267	\$45,635	\$50,577
Average house value	\$105,421	\$198,168	\$209,766

\* Demographic data derived from 2010 US Census

# Advisor Bio & Contact 1

## LISA D. BRADLEY

Advisor



120 East Main Street, Suite D  
Pensacola, FL 32502  
T 850.712.2232  
C 850.712.2232  
lbradley@svn.com  
FL #SL3113372

## PROFESSIONAL BACKGROUND

Lisa D Bradley is a Commercial Real Estate Advisor with SVN | SouthLand Commercial Real Estate which has offices in Pensacola, Panama City and Tallahassee, Florida. Lisa specializes in Multifamily/Apartment investment sales in Northwest Florida, and is a member of the SVN Florida Multifamily Team, which has sold over 12,000 apartment units, with nearly \$1 Billion in total sales. Lisa is also a member the SVN National Multifamily Counsel, and has experience representing buyers, sellers, landlords, and tenants in a variety of investment and owner-user properties, including multifamily, industrial, office, retail, and vacant land.

### Background:

Lisa began her commercial real estate career as a Certified General Commercial Real Estate Appraiser and has over 15 years of appraising a variety of commercial properties along the Gulf Coast of Florida and Alabama. Lisa joined SVN | SouthLand Commercial in early 2016 with unique expertise that have assisted her in exceeding the goals of her clients in both the sales and leasing of a variety of investment properties.

### Family/Community:

A wife, mother and grandmother. Lisa enjoys cooking, boating, biking, paddle boarding, SCUBA diving, hiking, and target shooting. Lisa is a proud member of Impact 100 (provides annual grants to local non-profits), an Adult Leader of Boy Scout Troop 425, and an Adult Adviser to Venture Crew Troop 410.

## MEMBERSHIPS & AFFILIATIONS

International Council of Shopping Centers (ICSC)  
SVN National Multifamily Council  
SVN Florida Multifamily Advisers

## **Alice Sturdivant Williams**

Alice (S.) Sturdivant Williams of Mobile Al, was a devoted mother and wife of Dr. Henry Garret (H.G.) Williams, Sr. Alice was a local school teacher in the old "Colored or Negro City" School system. Alice worked at Old No. 5 on North Coyle St. in the 1925-26 school year. In 1929-30, Alice became the principal of this elementary school and taught Grade 1. Alice was on staff at Washington High School in 1938. She was pictured as the "class sponsor" of that graduating class when Dr. Vernon McDaniel was the principal.

Alice and Dr. H.G. Williams had two children: a little boy, Henry Garret, Jr. and a little girl, Dorothy Williams Steen. Mrs. Steen was my 8<sup>th</sup> Grade Science Teacher and former, librarian of Booker T. Washington Jr. High in 1959 on "A" and Strong St. In 1916, Dr. Williams and Alice moved to 510 North DeVilliers St. and ran the Pensacola Drug Company which was formerly located at Palafox and Gregory St. in downtown Pensacola. This pharmacy moved to 500 North DeVilliers St. near by due to the Jim Crow Laws.

Dr. Williams died in 1925 while in 1929, Alice moved to 422 N. "C" St. near the Ella Jordan Home. Dr. H.G. Williams apprenticed many local Black Doctors in the early 1900s. These were: Dr. James Polkinghorn, Sr., Dr. J. Lee Pickens and Dr. A.S. Magee. All of the Williams family members are deceased now. Dr. Williams is buried at the St. John's Cemetery. Alice passed in 1941.

In 1952, after the death of Mrs. Alice S. Williams, the City of Pensacola name the first Black city-owned Community Branch Library in her honor at Gonzalez and "E" St: The Alice S. Williams Branch Library. Alice had a long teaching career and was active in many local black organizations. This author believed that Mrs. Williams was active in the Federated Colored Women's Clubs at 423 N. "C" St. in Pensacola.

The Williams ' Branch library was the "only" public library that young Black Children and their parents could use from the 1950s-1970s until integration allowed African Americans to use the county library system (See Florid Library History Project attached).

### **References:**

Images in Black, compiled by Ora Wills and Mamie Hixson. 2006. African American Heritage Society.

The History of the Colored or Negro City Public Schools of Pensacola from 1886-2008, 3<sup>rd</sup> Ed. Dr. Marion Williams, Author.

References:

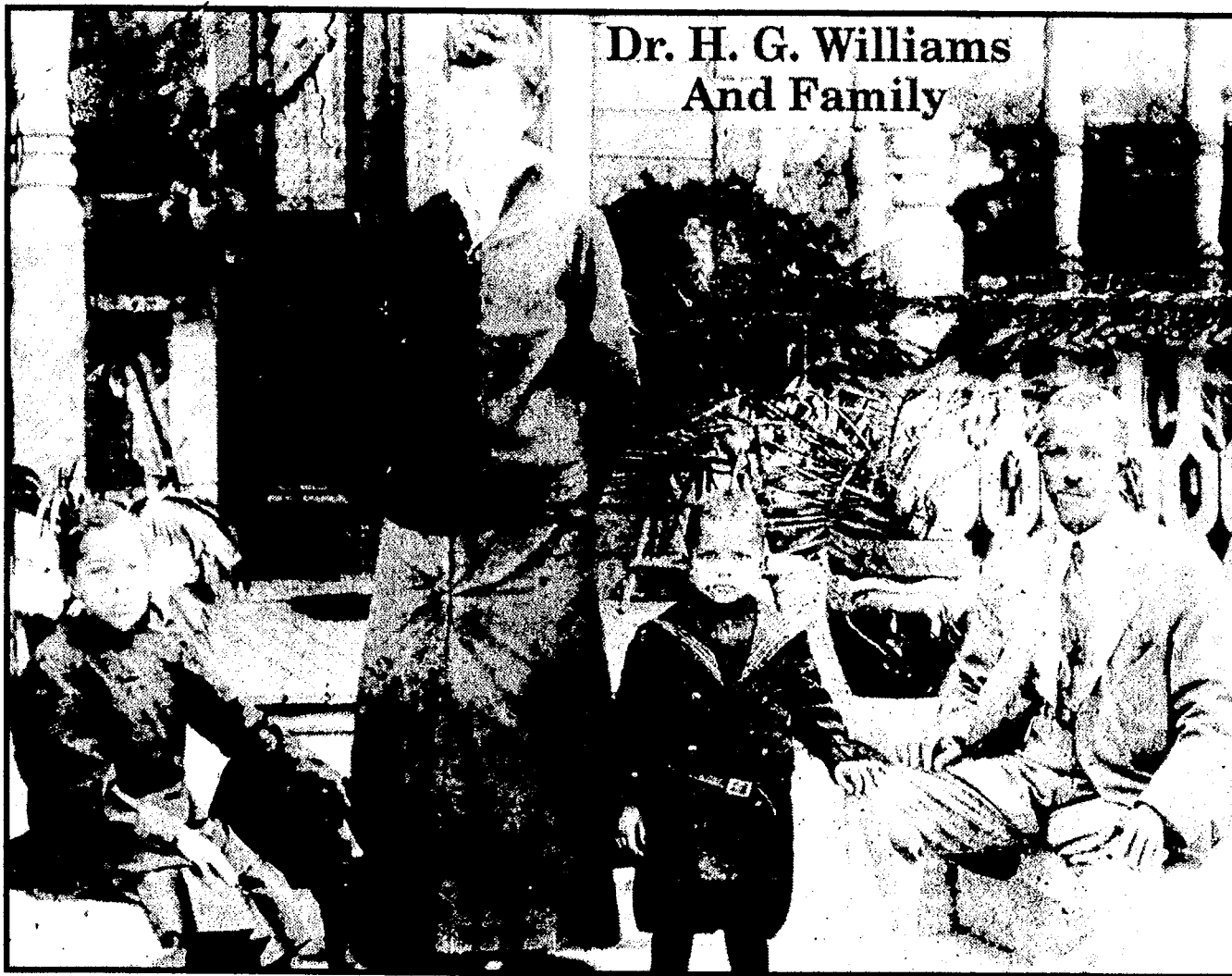
West Florida Regional Library: Florida Library History Project. Page 3-August 17, 1952. Alice S. Williams Branch Library opened for the Black Community.

Interviews: John Jerralds, ret. Former City Councilman, City of Pensacola, July 30, 2020; Ms. Ora Wills, author and poet, retired teacher; and Mrs. Robin Reshard, local historian – July 30, 2020.

March 1, 1938	Pensacola Free Public Library counted 2,375 cardholders.
August 17, 1952	Alice S. Williams Branch Library opened to serve the Black community.
1957	New Pensacola Public Library opened at Spring and Gregory Street.
1963	Santa Rosa entered into inter-local agreement with City of Pensacola, with service to 1800 patrons at the Milton Branch Library. Beginning of the West Florida Regional Library System.
1963	First Bookmobile began operation, shared by Pensacola and Santa Rosa County.
December 1964	Pensacola City Council voted to extend service to the rest of Escambia County through inter-local agreement with the County. City approved addition to the Pensacola Public Library.
April 1965	Larger Bookmobile began service to Escambia County.
April 1967	Addition to Pensacola Public Library completed.
1971	Santa Rosa opened branch in Gulf Breeze.
1972	Outreach Van begins serving low-income areas.
1973	Friends of the Pensacola Public Library established.

**From the Caribbean Island of Jamaica, East Indians in Pensacola**

Alice Sturdivant Williams, wife of Dr. H. G. Williams, was born in Mobile in 1880. She died in Pensacola in 1941 according to her tombstone inscription. Alice S. Williams Library (present-day Alice S. Williams Day Care Center) bears her name.



Dr. Henry Garret Williams, M.A., M.D., with son Henry Garret Williams, Jr. touching his knee. Sitting is daughter Dorothy, and standing is his wife Alice. All members of Williams family are deceased. On Dr. Williams' tombstone in St. John's Cemetery is the following inscription: *He was a musician, teacher and physician born in Jamaica, British West Indies in 1865, died in Pensacola, Fla. 1925. His degrees, M.A. and M.D., are also listed.* Dorothy Williams Steen was a former Washington High School librarian.<sup>60</sup>

Reprinted with Permission AAHS, 2019



## **Florida Library History Project**

### **West Florida Regional Library**

- 1885                      The Pensacola Library Association organized as a subscription library. One hundred eighty-four members paid twenty-five cents per month to use the library.
- 1904, 1910, 1911, 1919      Attempts made to secure Carnegie funds for a public library. However, the City failed to provide a site and a promise of future support for such a library, so that funds were not obtained. The City later allotted \$25 per month, and then \$50 per month. The library moved to various locations downtown and at some point a bond election failed.
- 1933                      The subscription library closed and its books stored in the San Carlos Hotel.
- February 1937              Pensacola City Council passed ordinance to establish a free public library and created a five-member board.
- January 1938              Lucia Tryon hired as Librarian to organize and open library.
- February 15, 1938          Pensacola Free Public Library opened in Old Christ Church with 3,352 books, including those from the old subscription library and a hundred dollars' worth of new ones.
- 1938                      The Shakespeare Club opened a library on Oak Street in Milton



# Negro Library Nears Completion

By CURT HUNT

The new Alice S. Williams Library is nearing completion and officially will be opened to the Negro public shortly.

The library, four years in the building, is located on the southwest corner of Gonzalez and E Streets.

City Librarian Lucia Tryon said the library was to have been completed by July 4, 1950, but, due to various reasons, work was held up.

A Negro committee formed to begin work on getting the new library consisted of the following members: Solomon Brookins, John Ross, Clarence Benboe, and the Rev. O. E. Schavers.

The committee agreed to do all the work on the library if the city would help get the materials.

The city at first turned over to the committee a building and \$800 for repairs, but the committee decided that the building was beyond repair.

The city then gave a lot on which to build a new building, and the committee began an intensive program of canvassing the Negro people of Escambia County.

They called for volunteer labor from the carpentry, masonry, plumbing, and electrical fields. They staged a "Tile Rally" that



**OPENING SOON**—The Alice S. Williams Library for Negroes is in the final stages of construction and will open to the public in the near future. The building is located on the southwest corner of Gonzalez and E Streets. The library, four years in the building process, is named for the teacher, Alice Williams, who taught thousands of students at Washington High School. It is to be a branch of the Pensacola public library.

was successful in getting most of the tile needed for the building.

For four years the library has been in the city budget. One City Council allotted \$2,000 toward its completion.

The city has been buying books all along and now has 2,000 books catalogued and ready to go into the shelves.

John Ross, general chairman of the present committee, said the committee worked until it had exhausted every source of aid.

City Council and ask for help in finishing it up," he added.

Ross said it had been a "mighty

big job" getting the Negro people to see just how important a library was to the community because it never had had one before.

"Any number of people have come to me over the past years asking me questions," he said. "I just let them use my own home library and they got their answers that way."

Now that they realize how important it is, Ross added, they want a library very much. The spirit they have shown is proof of how badly they want it," he said.

The present City Council, when

it began the year's business in 1951, decided to work \$8,000 into the budget to complete construction.

Work has been stepped up and the building is nearly complete. The shelves are to be installed, the grounds finished, and a few other little jobs are to be done.

Ross remarked with a smile that he would be glad to see it finished for two reasons: First, the people can start using the library and enjoying its benefits.

Second, as he said it, "It will certainly be a big step off my shoulders that I've carried for four years."

Lucia Tryon says that as general chairman John Ross has done a

**Soaking Diapers?**

**REACH FOR THE Pine-Sol**

Put little in water. Cleans cleaner, faster—disinfects as it cleans. Deodorizes... removes stains. Non-scent, non-caustic.

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**Aug. 17, 1952**

Alice S. Williams Branch Library opens to serve the black community.

**1976**

Alice S. Williams Branch Library closes and merges with Pensacola Public Library.

WARRANTY DEED

Mayer Form D-1  
Printed and For Sale by  
Mayer Printing Company  
Pensacola, Florida  
101210-74

DEED 309 PAGE 312

State of Florida,

ESCAMBIA COUNTY County

KNOW ALL MEN BY THESE PRESENTS: THAT WE, EDDIE LEE DIXON and JIMMIE LEE DIXON,  
husband and wife,

for and in consideration of the sum of ONE (\$1.00) DOLLAR and other good consideration

DOLLARS

to US in hand paid by THE CITY OF PENSACOLA, A Municipal Corporation,

the receipt whereof is hereby

acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey

unto the said THE CITY OF PENSACOLA, A Municipal Corporation,

ITS SUCCESSORS AND assigns forever, the following described real estate, situate, lying and being in

County of Escambia State of Florida to-wit:

Lot: 15 XXXXX, in Block 48, West King Tract in the City of Pensacola,

according to map of said City copyrighted in the year 1906, by

Thos. C. Watson.



Together with the improvements thereon, and the hereditaments and appurtenances thereunto belonging or in  
anywise appertaining: TO HAVE AND TO HOLD the above described premises unto the said

THE CITY OF PENSACOLA, ITS SUCCESSORS

and assigns, forever, free from all exemption of homestead right or claim of OURS, the said

grantor. If any such right or claim WE possess: And WE, the said grantor, for

ourselves and OUR heirs, do covenant with the said grantee, ITS SUCCESSORS and

assigns, that WE ARE well seized of the property, and have a good right to convey the same; that

it is free from any lien or incumbrance in law or equity, and that said grantor, WE shall and will warrant

and by these presents forever defend the said premises unto the said grantee, ITS SUCCESSORS and

assigns, against the lawful claims of all and every person or persons whomsoever.

IN TESTIMONY WHEREOF, WE have hereunto set OUR hand, WE and seal WE this

day of \_\_\_\_\_ 19\_\_\_\_

Signed, sealed and delivered in the presence of

Edna Lee Dixon  
James Lee Dixon

Eddie Lee Dixon (SEAL)

Jimmie Lee Dixon (SEAL)

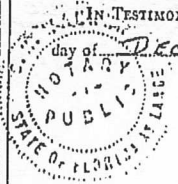
(SEAL)

(SEAL)

State of FLORIDA  
County of ESCAMBIA

DEED 309 PAGE 313

This day, before the undersigned personally appeared EDDIE LEE DIXON and JIMMIE LEE DIXON, husband and wife,  
to me well known to be the individual described in and who executed the foregoing Deed of Conveyance, and  
acknowledged that they executed the same for the uses and purposes therein expressed.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this -9-

day of DECEMBER, A. D., 1949.

[Signature]  
NOTARY OF THE STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MARCH 28, 1950

Mayes' Form D-1

State of Florida

ESCAMBIA COUNTY

EDDIE LEE DIXON et al.,

TO

THE CITY OF PENSACOLA.

Warranty Deed

Received this 9 day  
of DEC, A. D., 1949  
at 11:00 o'clock M  
and Recorded in Volume 16935 Page 313  
the 9 day of DEC, A. D., 1949  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FLA.  
By [Signature], D.C.  
Mayes Printing Company, Pensacola, Florida

NO. 16935

FILED DEC 12 1949

AT 11:01 O'CLOCK A.M. RECORDED IN THE PUBLIC RECORDS OF  
ESCAMBIA COUNTY, FLORIDA, IN THE BOOK AND PAGE NOTED ABOVE

LANGLEY BELL Clerk Circuit Court

By [Signature]  
Deputy Clerk



N F ST

W GONZALEZ ST

Surplus Request  
000S009060015048  
150569000  
1000 Blk N E Street

**Surplus Request**

N E ST

0 45 90 Feet

Date: 12/22/2016



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

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**PENSACOLA**



# Chris Jones

## Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Amendment 1/Portability Calculations](#)
[Back](#)

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

[Printer Friendly Version](#)

### General Information

**Reference:** 000S009060015048  
**Account:** 150596000  
**Owners:** PENSACOLA CITY OF  
**Mail:** PO BOX 12910  
 PENSACOLA, FL 32521  
**Situs:** 1000 BLK N E ST 32501  
**Use Code:** VACANT RESIDENTIAL [🔍](#)  
**Taxing Authority:** PENSACOLA CITY LIMITS  
**Tax Inquiry:** [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Janet Holley  
Escambia County Tax Collector

### Assessments

Year	Land	Imprv	Total	Cap Val
2016	\$7,245	\$0	\$7,245	\$7,245
2015	\$7,245	\$0	\$7,245	\$7,245
2014	\$7,245	\$0	\$7,245	\$7,245

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

### Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
None					

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

### 2016 Certified Roll Exemptions

MUNICIPAL OWNED

### Legal Description

LT 15 BLK 48 WEST KING TRACT CA 106

### Extra Features

None

### Parcel Information

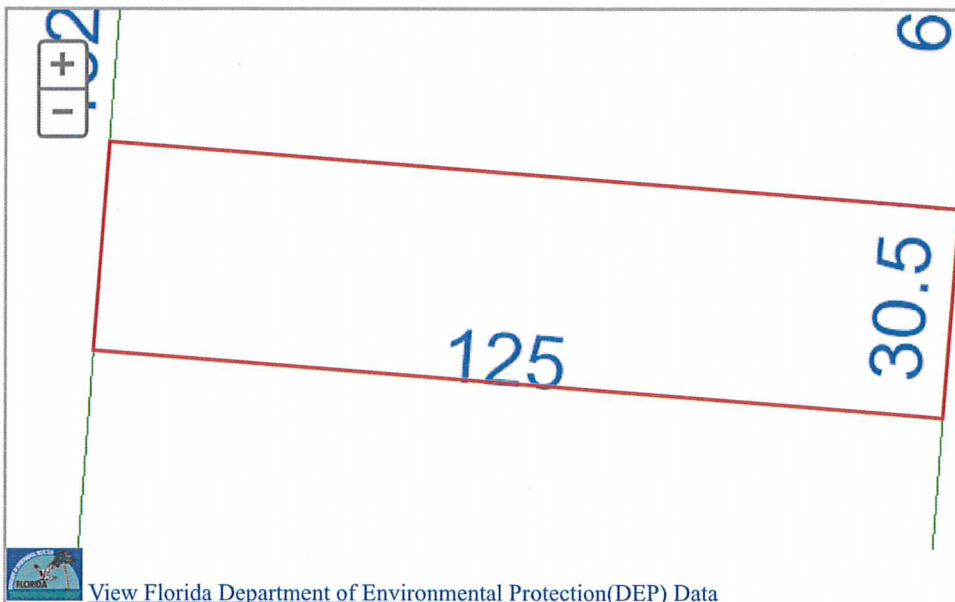
[Launch Interactive Map](#)

**Section Map Id:**  
[CA106](#)

**Approx. Acreage:**  
 0.0875

**Zoned:** [🔍](#)  
 R-1A

**Evacuation & Flood Information**  
[Open Report](#)



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

### Buildings

Images

None

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

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Last Updated:12/14/2016 (tc.3177)



[ECPA Home](#)

# Chris Jones

## Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Amendment 1/Portability Calculations](#)
[Back](#)
[←](#) Navigate Mode ☒ Account ☐ Reference [➔](#)
[Printer Friendly Version](#)

General Information		Assessments				
<b>Reference:</b>	000S009060013048	<b>Year</b>	<b>Land</b>	<b>Imprv</b>	<b>Total</b>	<b>Cap Val</b>
<b>Account:</b>	150595000	2016	\$14,488	\$75,813	\$90,301	\$90,301
<b>Owners:</b>	PENSACOLA CITY OF	2015	\$14,488	\$68,588	\$83,076	\$83,076
<b>Mail:</b>	PO BOX 12910 PENSACOLA, FL 32521	2014	\$14,488	\$69,151	\$83,639	\$83,639
<b>Situs:</b>	1015 N E ST 32501	<a href="#">Disclaimer</a>				
<b>Use Code:</b>	PRIVATE SCHOOL-DAYCARE <a href="#">P</a>	<a href="#">Amendment 1/Portability Calculations</a>				
<b>Taxing Authority:</b>	PENSACOLA CITY LIMITS					
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>					
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector						

Sales Data					2016 Certified Roll Exemptions
<b>Sale Date</b>	<b>Book</b>	<b>Page</b>	<b>Value</b>	<b>Type</b>	MUNICIPAL OWNED
None					<b>Legal Description</b>
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller					LTS 13 14 BLK 48 WEST KING TRACT CA 106
					<b>Extra Features</b>
					CHAINLINK FENCE

**Parcel Information**

**Section Map Id:**  
[CA106](#)

**Approx. Acreage:**  
0.1750

**Zoned:** [P](#)  
R-1A

**Evacuation & Flood Information**  
[Open Report](#)

[Launch Interactive Map](#)

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

Buildings	
Address:1015 N E ST, Year Built: 1952, Effective Year: 1980	
Structural Elements	
DECOR/MILLWORK-AVERAGE	
DWELLING UNITS-0	
EXTERIOR WALL-VINYL SIDING	
FLOOR COVER-CARPET	
FOUNDATION-SLAB ON GRADE	
HEAT/AIR-CENTRAL H/AC	
INTERIOR WALL-DRYWALL-PLASTER	
NO. PLUMBING FIXTURES-10	
NO. STORIES-1	
ROOF COVER-DIMEN/ARCH SHNG	

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Last Updated:10/21/2016 (tc.45817)





W GONZALEZ ST

N E ST



Date: 10/26/2016



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1015 N E Street - 000S009060013048



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00436

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

SCHEDULING OF A STANDING "BUSINESS" WORKSHOP

**RECOMMENDATION:**

That City Council schedule a standing "business" workshop to be held, if needed, on the second Agenda Conference meeting day of the month.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

This item will provide for the yearly scheduling of a "business" workshop to be held, when needed, on the second meeting day of the month. In those months where there is one scheduled meeting date, the workshop will be scheduled for what would normally be the second meeting day.

This will give the Council an opportunity to discuss items within a workshop setting, for the possible inclusion on upcoming agendas. It will also provide administration a mechanism for bringing items to the Council for their discussion and potential public input, such as Port Lease Notifications, within a workshop setting - which is consistent with Council's Rules and Procedures.

While the workshops will be previously scheduled, if there is nothing to be brought forward at the time, they can be cancelled. Having them pre-schedule eliminates the struggles with trying to find an acceptable (available) date for workshops.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

1330

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 2020-24

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-24 LAW ENFORCEMENT TRUST FUND (LETF) PURCHASES FOR THE PENSACOLA POLICE DEPARTMENT

**RECOMMENDATION:**

That the City Council adopt Supplemental Budget Resolution No. 2020-24.

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Law Enforcement Trust Fund was established by the City of Pensacola to allow the Police Department the use of money and goods confiscated as a result of criminal activity. Florida State Statute 932.7055, as amended on July 1, 2016, details the circumstances confiscated goods may be used. The Federal Controlled Substance Act, Section 881 (e) (3) of Title 21, United States Code, in accordance with the United States Department of Justice Guide to Equitable Sharing, designates the uses of Federal Law Enforcement Trust Funds.

The Pensacola Police Department is requesting \$5,000 be appropriated from the Law Enforcement Trust Fund (LETF) for the purpose of donating to Studer Community Institute. The funds will help provide with costs of 1,000 books for children in the program, which is a vital component to the success of the program.

Studer Community Institute's "Sibling Brain Builder Project" helps build safer neighborhoods by supporting students in their effort to be successful in school. School success is a greater predictor of achieving gainful employment, making better choices, and becoming a productive citizen. Siblings can have an influence on academic success, due to something referred to as the "sibling spillover effect" found in a 2014 study. Older brothers and sisters also can be vital in the early childhood brain of siblings. This is especially true for low-income and underserved families (a demographic over-represented among children who struggle with reading) where older siblings pass along school values to the home and home values to the school.

1332

The Pensacola Police Department is requesting \$5,000 be appropriated from the Law Enforcement Trust Fund (LETf) for the purpose of donating to Gulf Coast Kids House (GCKH). The funds will help support the GCKH child abuse prevention training program, which educated nearly 30,000 children and 3,000 adults in Escambia County last year.

All prevention training is free for the participants, and each program has pre- and post-testing, so GCKH can ensure people feel more informed about identifying and reporting suspected abuse. This is a crucial step in ensuring that abuse stops and that children get the help they need.

The Police Chief has certified that these requests comply with the statutory requirements of Florida Statute 932.7055 and that the funds appropriated will be used for the qualifying purpose(s) of crime prevention and safe neighborhood.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

The funds would be from the Law Enforcement Trust Fund and would have no impact on the City's General Fund. The attached Supplemental Budget Resolution will appropriate funds for these purposes.

**CITY ATTORNEY REVIEW:** Yes

7/15/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator  
Tommi S. Lyter, Chief of Police

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2020-24
- 2) Supplemental Budget Explanation No. 2020-24
- 3) Letter of Certification
- 4) Studer Community Institute LETf application
- 5) Gulf Coast Kids House LETf application

**PRESENTATION:** No



**RESOLUTION  
NO. 2020-24**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. LAW ENFORCEMENT TRUST FUND**

To:	Fund Balance	10,000
As Reads:	Operating Expenses	115,801
Amended		
To Read:	Operating Expenses	125,801

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**

**AUGUST 2020 - SUPPLEMENTAL BUDGET RESOLUTION - LETF FUNDS - NO. 2020-24**

FUND	AMOUNT	DESCRIPTION
<b>LAW ENFORCEMENT TRUST FUND</b>		
Fund Balance	<u>10,000</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>10,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u><u>10,000</u></u>	



**CITY OF PENSACOLA POLICE DEPARTMENT**  
**Local Law Enforcement Trust Funds**  
**Letter of Certification**

1337

I hereby certify that the requests contained herein comply in full with the provisions of Florida State Statute 932.7055 as amended on July 1, 2016, in reference to the use of contraband forfeiture from a State Law Enforcement Trust Fund and/or under the Federal Controlled Substance Act, Section 881 (e)(3) of Title 21, United States Code, in accordance with the US Department of Justice Guide to Equitable Sharing from a designated Federal

Item	Description of Requested Items	Amount
1	Studer Community Institute	\$5,000
2	Gulf Coast Kids House	\$5,000
Total Requested		\$10,000

  
\_\_\_\_\_  
Tommi S. Lyter, Chief of Police

7/14/20  
\_\_\_\_\_  
Date



## PART 1

The person completing this application must have legal authority on behalf of the requesting agency to submit this application and to ensure funds are used for the purposes specified herein to provide the required accounting and reporting of these funds.

Initial SN Applicant will keep clear and accurate records throughout the Program period so that the progress of the services rendered may be readily evaluated by PPD.

Initial SN I understand that a final report of activities and expenditures documented by receipts or other financial proof of expenditure of the Program must be submitted by Applicant on the report form (Part 3) to the PPD no later than 90 days of the end of the performance period.

Initial SN I understand that failure to comply with the reporting requirements in Part 3 may result in Applicant having to return LETF monies and will remove the applicant agency from future consideration to receive LETF monies.

Initial SN If Applicant's agency fails to use the funds in the manner described in this application, or if the project or program does not occur or is not completed in the same manner and in the performance period as described in the application, or is determined later to not be qualified to receive LETF monies; or if there was an untruthful statement made by Applicant within Application; or fails to provide the necessary reporting documents to the PPD, then all LETF monies disbursed to the Applicant must be returned to the PPD within ten (10) business days of the PPD's written demand for the same and Applicant will be ineligible for any further LETF disbursements.

Initial SN I understand that false statements or claims made in connection with this LETF application may result in fines, imprisonment, and/or any other remedy available by law.

I certify that I have the appropriate authority on behalf of the requesting agency to submit this application and to ensure funds are used for the purposes specified herein to provide the required accounting and reporting of these funds. I also certify that the assurances provided are true and accurate to the best of my knowledge.

Applicant Agency Name: Studer Community Institute

Shannon Nickinson

Printed Name of Person Authorized to Complete this Application

Director of Early Learning

Title

*Shannon Nickinson*

Signature

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

SWORN TO AND SUBSCRIBED before me this 16 day of June, 2020, by (name of person making statement) who is personally known to me or has produced \_\_\_\_\_ as identification.

*Shannon  
Nickinson*

NOTARY PUBLIC

*Kathleen A Cadwell*

Signature of Notary  
State of Florida at Large  
My Commission Expires:

(Notary Seal)



Kathleen A. Cadwell  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG968416  
Expires 4/3/2024

## PART 2

### Section 1

#### APPLICANT INFORMATION

<b>Name of Agency:</b>			
<b>Name of Program to receive funding from LETF:</b>	Type text here Sibling Brain Builders		
<b>Amount of LETF Funds Requested:</b>	\$5000		
<b>Name/ Title of Contact:</b>	Shannon Nickinson, director of early learning		
<b>Address:</b>	220 W. Garden St. Suite 100	<b>Phone:</b>	850-525-2116
<b>City • Zip Code:</b>	Pensacola, FL 32502	<b>Fax:</b>	
<b>Total Program Budget:</b>	\$24,500	<b>E-mail:</b>	snickinson@studer.org
<b>Dates of Project/Program:</b>	August 2020 to May 2021		

### Section 2

#### LETF CATEGORY

(Place an "X" to the left of one program area for which you intend to apply):

<input type="checkbox"/>	<b>1. Crime Prevention</b>
<input type="checkbox"/>	<b>2. Drug Abuse Education and Prevention Programs</b>
<input checked="" type="checkbox"/>	<b>3. Safe Neighborhood</b>
<input type="checkbox"/>	<b>4. School Resource Officer</b>
<input type="checkbox"/>	<b>5. Other Law Enforcement Purpose in Compliance with F.S. §932.7055(5)(a)</b>

### Section 3

#### PROPOSED PROGRAM INFORMATION

a. What is the mission statement of your agency?

The Studer Community Institute's mission is to improve the quality of life in the community. We do that in the early learning division by creating tools and projects to help children be ready for and succeed in school. Children who are ready for kindergarten are more likely to read on grade level by third grade. Third-graders who read at grade level are more likely to successfully complete high school on time and graduate. Students who minimally complete high school on time, and who go on to further their education, are more likely to succeed as adults, less likely to fall into crime and are less likely to become young mothers.

b. How does your proposed project or program address the statutorily applicable LETF Category as marked in Part 2 , section 2 of this application?

The Sibling Brain Builder project helped build safer neighborhoods by supporting students in their effort to be successful in school. School success is greater predictor of achieving gainful employment, making better choices and becoming a productive citizen. Siblings can have an influence on academic success, due to something referred to as the "sibling spillover effect" found in a 2014 study. Older brothers and sisters also can be vital in the early childhood brain of siblings.

This is especially true for low-income and underserved families — a demographic over-represented among children who struggle with reading — where older siblings can pass along school values to the home and home values to the school. The synergy siblings produce through reciprocal teaching is unique to child-child relationships. In this way, either the younger or older sibling can take on a leadership role in creating a fluid relationship very different from the typical teacher/child or parent/child scaffolding process where an expert guides a learner.

- c. Why is this funding needed (what community program does it address)? What data or information suggests this program will be beneficial to the residents of Pensacola?

In Escambia County, only 47 percent of students are ready for kindergarten according to Florida Department of Education standardized test data. In the first three years of life, 85 percent of the brain develops; 90-95 percent develops by age 5. That early brain development is key to the foundation of a child's readiness for school, and ultimately for putting that child on a path for success in school and life. That means more than half of our children are missing some of the fundamental language and academic skills they need to be ready for school.

Studer Community Institute's tools and content to build an Early Learning City are informed by research-backed strategies to help parents understand why it is important to talk more with their children, and how that is the key to building a brain, building a life and building a community.

At four Title I schools, (Montclair, Weis, Semmes and Lincoln Park elementary schools), librarians partner with an SCI community champion to provide pupils with books and reading materials to take home to share and read with their younger siblings.

At two schools, students use Brain Builder Reading Logs, to track the number of minutes they read with a younger sibling at home and return those forms each week. Students who meet their monthly reading goals receive a free book.

Through March 13, 2020 we had 120 students participate, logging about 501 hours of reading.

At two schools — Montclair and Lincoln Park — fourth grade teachers have assigned a classroom of students to be Reading Buddies with a 4-year-old in a VPK class in their school. The Montclair fourth graders who are Buddy Readers average a 38 percent increase in their reading fluency scores from August to December. The students in the lowest quartile of the class in their August scores saw an average increase of 46 percent (all but one have an increase above 42 percent).

- d. What is the specific time frame of dates that this program or project will be performed?

This program takes place during the school year, roughly from August to May.

- e. Describe in detail the program or project for which you are seeking LETF funds and specifically how the funds requested will be used. A specific breakdown of the funds must be included on the attached line item budget

The project budget is estimated at \$20,830, which includes the time of a staffer to recruit schools to the project, meet with and solicit sponsors for incentives, and manage the collection of reading logs. It also includes the cost of incentives for the students for participating (books, bookmarks, pencils, etc.).

The LETF request for \$5,000 will include \$500 for the cost of copying, printing and laminating bookmarks and \$4,500 to cover the cost of books for children in the program. With an average cost of \$4 per book, this will buy about 1,000 books.

I certify that I have the appropriate authority on behalf of the requesting agency to submit this application and to ensure funds are used for the purposes specified herein to provide the required accounting and reporting of these funds. I also certify that the assurances provided are true and accurate to the best of my knowledge.

OFFICIAL AUTHORIZED TO SIGN AND BIND APPLICANT AGENCY TO APPLICATION:

Signature: Shannon Nickinson

Print: Shannon Nickinson

Title: Director of Early Learning

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

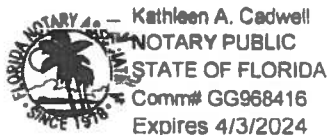
SWORN TO AND SUBSCRIBED before me this 16 day of June, 20 20 by (name of person making statement) Shannon Nickinson who is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

Kathleen A. Cadwell

Signature of Notary  
State of Florida at Large  
My Commission Expires:

(Notary Seal)



### Total Program Line Item Budget

LETF LINE ITEM BUDGET	CALCULATION	TOTAL AMOUNT
-----------------------	-------------	--------------

#### Program Expenses

Personnel Costs/Salaries	\$ 5,110	
Consultants and Professional Fees	\$ 5,400	
Travel	\$	
Equipment	\$	
Supplies	\$ 10,320	5000
Printing and Copying	\$	
Other (specify)	\$	
<b>Total Program Expenses</b>	<b>\$ 20,830</b>	
	<b>LETF Request</b>	<b>\$ 5,000</b>
	<b>Total: 20,830</b>	<b>\$ 5,000</b>



**2020 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# N15000011003

**Entity Name:** STUDER COMMUNITY INSTITUTE, INC.**Current Principal Place of Business:**220 WEST GARDEN ST  
SUITE 100  
PENSACOLA, FL 32502**Current Mailing Address:**ATTN: AMBER MCCLURE  
351 W CEDAR ST  
PENSACOLA, FL 32502 US**FEI Number:** 47-5657008**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**MCCLURE, AMBER  
ATTN: AMBER MCCLURE  
351 W CEDAR ST  
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:** AMBER MCCLURE

02/24/2020

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title	S
Name	WEBB, NICOLE
Address	220 WEST GARDEN ST SUITE 100
City-State-Zip:	PENSACOLA FL 32502

Title	D
Name	REMINGTON, SCOTT A
Address	220 WEST GARDEN ST SUITE 100
City-State-Zip:	PENSACOLA FL 32502

Title	D
Name	SHEPPARD, JULIE
Address	40 S. ALCANIZ ST.
City-State-Zip:	PENSACOLA FL 32502

Title	D
Name	BEAR-BONNER, CINDI
Address	220 WEST GARDEN ST SUITE 100
City-State-Zip:	PENSACOLA FL 32502

Title	T
Name	MCCLURE, AMBER
Address	351 W CEDAR ST
City-State-Zip:	PENSACOLA FL 32502

Title	D
Name	O'SULLIVAN, J. MORT III
Address	220 WEST GARDEN ST SUITE 100
City-State-Zip:	PENSACOLA FL 32502

Title	D
Name	SITTON, JOSH
Address	220 WEST GARDEN ST SUITE 100
City-State-Zip:	PENSACOLA FL 32502

Title	D
Name	HUSBANDS, GAIL
Address	220 WEST GARDEN ST SUITE 100
City-State-Zip:	PENSACOLA FL 32502

**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:** AMBER MCCLURE

CFO

02/24/2020

Electronic Signature of Signing Officer/Director Detail

Date

**Officer/Director Detail Continued :**

Title D  
 Name N'DIONE, JEAN PIERRE  
 Address 220 WEST GARDEN ST  
 SUITE 100  
 City-State-Zip: PENSACOLA FL 32502

Title D  
 Name ELEBASH, PATRICK  
 Address 220 WEST GARDEN ST  
 SUITE 100  
 City-State-Zip: PENSACOLA FL 32502

Title D  
 Name NELLESSEN-SAVAGE, LISA  
 Address 220 WEST GARDEN ST  
 SUITE 100  
 City-State-Zip: PENSACOLA FL 32502

Title D  
 Name PILCHER, JANET  
 Address 220 WEST GARDEN ST  
 SUITE 100  
 City-State-Zip: PENSACOLA FL 32502

Title DIRECTOR  
 Name WATSON, BRUCE  
 Address 3300 N. PACE BLVD.  
 City-State-Zip: PENSACOLA FL 32505

Title D  
 Name HENDERSON, CHAD  
 Address 220 WEST GARDEN ST  
 SUITE 100  
 City-State-Zip: PENSACOLA FL 32502

Title D  
 Name WILLIAMS, STACEY KELLER  
 Address 220 WEST GARDEN ST  
 SUITE 100  
 City-State-Zip: PENSACOLA FL 32502

Title D  
 Name BOLES, BECCA  
 Address 220 WEST GARDEN ST  
 SUITE 100  
 City-State-Zip: PENSACOLA FL 32502

Title OTHER  
 Name STUDER, QUINT  
 Address 220 WEST GARDEN ST  
 SUITE 100  
 City-State-Zip: PENSACOLA FL 32502

Title DIRECTOR  
 Name HAMMER, RANDY  
 Address 40 S. ALCANIZ  
 City-State-Zip: PENSACO FL 32502

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 25 2016**

STUDER COMMUNITY INSTITUTE INC  
121 SOUTH PALAFOX PLACE STE B  
PENSACOLA, FL 32502

Employer Identification Number:  
47-5657008  
DLN:  
17053095310046  
Contact Person:  
JOSEPH LAUX ID# 31077  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
509(a)(2)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
November 12, 2015  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

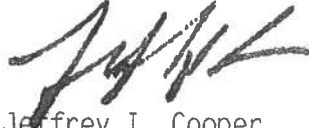
For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

-2-

STUDER COMMUNITY INSTITUTE INC

Sincerely,

A handwritten signature in dark ink, appearing to read 'J. Cooper', with a stylized flourish at the end.

Jeffrey I. Cooper  
Director, Exempt Organizations  
Rulings and Agreements

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Studer Community Institute Inc</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input checked="" type="checkbox"/> Other (see instructions) ► <b>Not-for-profit Florida corporation - 501(c)3</b>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>220 West Garden Street Suite 100</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Pensacola, Florida 32502</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	7		5	6	5	7	0	0	8

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►	Date ► <b>6/16/20</b>
------------------	----------------------------	-----------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
COMMISSIONER NICOLE "NIKKI" FRIED

---

June 5, 2020

Refer To: CH48388

STUDER COMMUNITY INSTITUTE, INC.  
351 W CEDAR ST  
PENSACOLA, FL 32502-4909

RE: STUDER COMMUNITY INSTITUTE, INC.  
REGISTRATION#: CH48388  
EXPIRATION DATE: June 6, 2021

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:

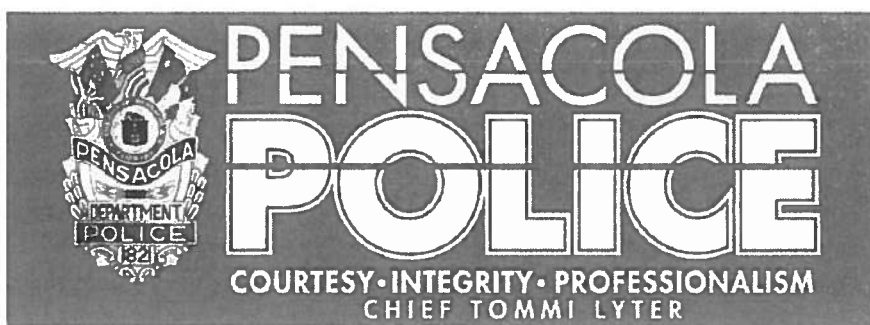
"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

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,

Kayla Creech  
Regulatory Consultant  
850-410-3769  
Fax: 850-410-3804  
E-mail: [kayla.creech@fdacs.gov](mailto:kayla.creech@fdacs.gov)



### PART 1

The person completing this application must have legal authority on behalf of the requesting agency to submit this application and to ensure funds are used for the purposes specified herein to provide the required accounting and reporting of these funds.

Initial sk Applicant will keep clear and accurate records throughout the Program period so that the progress of the services rendered may be readily evaluated by PPD.

Initial sk I understand that a final report of activities and expenditures documented by receipts or other financial proof of expenditure of the Program must be submitted by Applicant on the report form (Part 3) to the PPD no later than 90 days of the end of the performance period.

Initial sk I understand that failure to comply with the reporting requirements in Part 3 may result in Applicant having to return LETF monies and will remove the applicant agency from future consideration to receive LETF monies.

Initial sk If Applicant's agency fails to use the funds in the manner described in this application, or if the project or program does not occur or is not completed in the same manner and in the performance period as described in the application, or is determined later to not be qualified to receive LETF monies; or if there was an untruthful statement made by Applicant within Application; or fails to provide the necessary reporting documents to the PPD, then all LETF monies disbursed to the Applicant must be returned to the PPD within ten (10) business days of the PPD's written demand for the same and Applicant will be ineligible for any further LETF disbursements.

Initial sk I understand that false statements or claims made in connection with this LETF application may result in fines, imprisonment, and/or any other remedy available by law.

I certify that I have the appropriate authority on behalf of the requesting agency to submit this application and to ensure funds are used for the purposes specified herein to provide the required accounting and reporting of these funds. I also certify that the assurances provided are true and accurate to the best of my knowledge.

Applicant Agency Name: Gulf Coast Kid's House

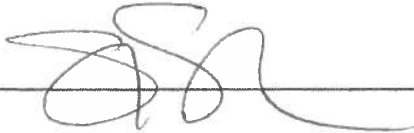
Stacey Kostevicki

Printed Name of Person Authorized to Complete this Application

Executive Director

Title

Signature



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

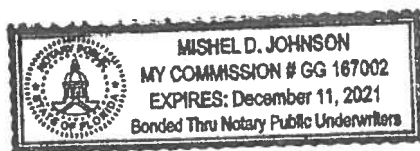
SWORN TO AND SUBSCRIBED before me this 24 day of June, 2020, by (name of person making statement) who is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC



Signature of Notary  
State of Florida at Large  
My Commission Expires:

(Notary Seal)





## PART 2

## Section 1

APPLICANT INFORMATION

<b>Name of Agency:</b>	Gulf Coast Kid's House		
<b>Name of Program to receive funding from LETF:</b>	Child Abuse Prevention Education		
<b>Amount of LETF Funds Requested:</b>	\$5,000		
<b>Name/ Title of Contact:</b>	Stacey Kostevicki		
<b>Address:</b>	3401 N 12th Ave.	<b>Phone:</b>	850-595-5800
<b>City • Zip Code:</b>	Pensacola, FL 32503	<b>Fax:</b>	850-595-5782
<b>Total Program Budget:</b>	\$113,051	<b>E-mail:</b>	executivedirector@gckh.org
<b>Dates of Project/Program:</b>	07/01/2020 - 06/30/2020		

## Section 2

LETF CATEGORY

(Place an "X" to the left of one program area for which you intend to apply):

<input checked="" type="checkbox"/>	<b>1. Crime Prevention</b>
<input type="checkbox"/>	<b>2. Drug Abuse Education and Prevention Programs</b>
<input type="checkbox"/>	<b>3. Safe Neighborhood</b>
<input type="checkbox"/>	<b>4. School Resource Officer</b>
<input type="checkbox"/>	<b>5. Other Law Enforcement Purpose in Compliance with F.S. §932.7055(5)(a)</b>

**Section 3****PROPOSED PROGRAM INFORMATION**

a. What is the mission statement of your agency?

To end child abuse and heal families through collaborative intervention, family support and prevention education

b. How does your proposed project or program address the statutorily applicable LETF Category as marked in Part 2 , section 2 of this application?

GCKH participates in crime prevention through the facilitation and execution of our child abuse prevention training program. GCKH educates adults in person and through our free, online 30-minute Safe Kid Zone training. We also education children grades K-12 using the Child Safety Matters curriculum from Monique Burr Foundation.

All prevention training is free for participants, though they cost GCKH a great deal. Each program has pre- and post-testing so that we can ensure people feel more informed about identifying and reporting suspected abuse after our training.

- c. Why is this funding needed (what community program does it address)? What data or information suggests this program will be beneficial to the residents of Pensacola?

This funding will help support our child abuse prevention training program described above. Last year, we educated nearly 30,000 children and nearly 3,000 adults in Escambia County.

Currently, Escambia County is one of the top counties per capital for child abuse in Florida. Right here, 1 in 8 children in our community are listed in an allegation of abuse.

Abuse causes long-term negative consequences, such as delinquency, depression, and drug use - if it is left unaddressed. Your funding will help to ensure that adults and children know how to identify and report abuse. This is a crucial step in ensuring that abuse stops and that children get the help they need.

- d. What is the specific time frame of dates that this program or project will be performed?

Our Child Abuse Prevention Program is year round, so we will expend all requested funds during the time frame from July 1, 2020 - June 30, 2021. If we need to abbreviate that time period, we can.

- e. Describe in detail the program or project for which you are seeking LETF funds and specifically how the funds requested will be used. A specific breakdown of the funds must be included on the attached line item budget

GCKH will use requested funds to support staffing of our Child Abuse Prevention Education Program. This program has 1 full-time Educator and 2 part-time Educators. This request will partially fund our FTE Prevention Specialist - she provides child abuse and child trafficking prevention training to all students, K-5th grade. Historically, this training occurred in the schools, in-person. This year, with COVID-19, we are going to teach a combination of in-person and virtual. All students are given a pre- and post test so that we can measure the effectiveness of our training. Estimated annual salary and fringe full-time position is \$42,697.

I certify that I have the appropriate authority on behalf of the requesting agency to submit this application and to ensure funds are used for the purposes specified herein to provide the required accounting and reporting of these funds. I also certify that the assurances provided are true and accurate to the best of my knowledge.

OFFICIAL AUTHORIZED TO SIGN AND BIND APPLICANT AGENCY TO APPLICATION:

Signature: \_\_\_\_\_

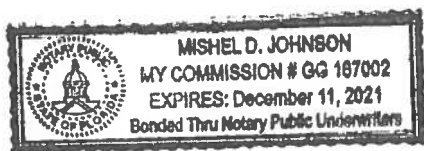
Print: Stacey Kostevicki

Title: Executive Director

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

SWORN TO AND SUBSCRIBED before me this 24 day of June, 2020, by (name of person making statement) who is personally known to me or has produced \_\_\_\_\_ as identification.

(Notary Seal)



NOTARY PUBLIC

\_\_\_\_\_  
Signature of Notary  
State of Florida at Large  
My Commission Expires:

### Total Program Line Item Budget

LETF LINE ITEM BUDGET	CALCULATION	TOTAL AMOUNT
-----------------------	-------------	--------------

**Program Expenses**

Personnel Costs/Salaries	\$ 93,668	5,000
Consultants and Professional Fees	\$	
Travel	\$	
Equipment	\$	
Supplies	\$ 3,240	
Printing and Copying	\$ 200	
Other (specify)	\$	
Training	7,025	
<b>Total Program Expenses</b>	<b>\$</b>	
	<b>LETF Request</b>	<b>\$ 5,000</b>
	<b>Total: 109,133</b>	<b>\$ 5,000</b>

The "calculation" column is reflective of both of our entire Prevention Program's expenses. We have a full-time Prevention Educator's annual salary and fringe equals \$42,697. Our first part-time Prevention Educator's salary and fringe equals \$20,739 and our second part-time Prevention Educator's salary and fringe equals \$16,744.

The other salaries/fringe amounts reflected in the Personnel Cost/salaries are from admin and support staff (Exec Director, Marketing).

GCKH is only asking the PPD to pay \$5,000 toward our full-time Prevention Educator's salary and fringe. Our full-time Educator works with all students grade K-5 to teach child abuse and child trafficking prevention.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Not For Profit Corporation  
GULF COAST KID'S HOUSE, INC.

### Filing Information

<b>Document Number</b>	N98000003603
<b>FEI/EIN Number</b>	59-3520130
<b>Date Filed</b>	06/18/1998
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	REINSTATEMENT
<b>Event Date Filed</b>	01/03/2011

### Principal Address

3401 N 12TH AVE.  
PENSACOLA, FL 32503

Changed: 03/16/2004

### Mailing Address

3401 N 12TH AVE.  
PENSACOLA, FL 32503

Changed: 03/16/2004

### Registered Agent Name & Address

KOSTEVICKI, STACEY  
3401 N 12TH AVE.  
PENSACOLA, FL 32503

Name Changed: 01/03/2011

Address Changed: 03/16/2004

### Officer/Director Detail

#### **Name & Address**

Title President

PEADEN II, DAVID  
4600 ROMMITCH LN.  
PENSACOLA, FL 32504

Title Director

**Title Director**

MCNALLY, OLEVIA  
130 CHIPLEY AVE  
PENSACOLA, FL 32503

**Title Secretary**

KENT, ELLEN  
3738 BENGAL RD  
GULF BREEZE, FL 32563

**Title Treasurer**

BALDWIN, KATHLEEN  
316 S BAYLEN STREET, SUITE 200  
PENSACOLA, FL 32501

**Title CEO**

KOSTEVICKI, STACEY  
PO BOX 1301  
PENSACOLA, FL 32591

**Title VP**

Hoskins, Keith  
8926 Salt Grass Dr.  
Pensacola, FL 32526

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2018	01/15/2018
2019	01/16/2019
2020	01/03/2020

**Document Images**

<a href="#">01/03/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/16/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/15/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/13/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/01/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/09/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/09/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/11/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/12/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/03/2011 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/05/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/31/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/16/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">01/09/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">02/10/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/18/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/01/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/24/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/03/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/18/1998 -- Domestic Non-Profit</a>	<a href="#">View image in PDF format</a>



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 14 2003

GULF COAST KIDS HOUSE INC  
512 S PALAFOX ST STE 10  
PENSACOLA, FL 32501-0000

Employer Identification Number:  
59-3520130  
DLN:  
17053088819033  
Contact Person:  
JODI L GARUCCIO ID# 31481  
Contact Telephone Number:  
(877) 829-5500  
Our Letter Dated:  
February 1999  
Addendum Applies:  
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

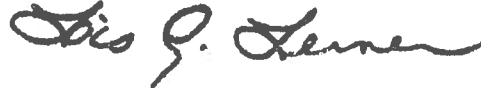
-2-

GULF COAST KIDS HOUSE INC

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Lois G. Lerner". The signature is fluid and cursive, with the first name "Lois" being more prominent.

Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Gulf Coast Kid's House, Inc.</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ► _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>3401 North 12th Ave.</b>	<b>Requester's name and address (optional)</b>
<b>6</b> City, state, and ZIP code <b>Pensacola, FL 32503</b>	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
5	9	-	3	5	2	0	1	3	0

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of  
U.S. person ►



Date ► 02/04/2020

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 2020-27

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

SUPPLEMENT BUDGET RESOLUTION NO. 2020-27 - COVID19 RELATED RESPONSE FUNDING

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 2020-27.

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

It is anticipated that the City of Pensacola will receive federal funding through the Florida Division of Emergency Management Public Assistance Program and Escambia County's Coronavirus Relief Fund to aid in covering necessary expenditures incurred due to the COVID-19 Pandemic. While the amount of funding is not yet known, appropriations are needed in the Natural Disaster Fund to ensure departments are not hindered in responding to COVID-19 needs. Once funding is known, a separate supplemental budget resolution will be brought before City Council to appropriate the remaining funds.

**PRIOR ACTION:**

6/11/20 - City Council approved Supplemental Budget Resolution No. 2020-15 providing appropriations for the Pensacola International Airport CARES Act Grant No. 3-12-0063-045-2020.

6/11/20 - City Council approved Supplemental Budget Resolution No. 2020-14 providing appropriations for the CARES Act additional Housing Choice Voucher Administrative funding.

**FUNDING:**

Budget: \$ 500,000

Actual: \$ 500,000

1364

**FINANCIAL IMPACT:**

Adoption of the Supplemental Budget Resolution will provide funding in the amount of \$500,000 to prevent, prepare for and respond to COVID-19.

**CITY ATTORNEY REVIEW:** Yes

7/29/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator  
Amy Lovoy, Finance Director

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2020-27
- 2) Supplemental Budget Explanation No. 2020-27

**PRESENTATION:** No

**RESOLUTION  
NO. 2020-27**

A RESOLUTION  
TO BE ENTITLED:

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

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

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

**A. NATURAL DISASTER FUND**

As Reads:	Federal Grants	1,344,556
Amended		
To Read:	Federal Grants	1,844,556
To:	Operating Expenses	500,000

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

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

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

Attest:

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

**THE CITY OF PENSACOLA****AUGUST 2020 - SUPPLEMENTAL BUDGET RESOLUTION - CARES ACT Funding - COVID19 (Coronavirus) - RES NO. 2020-27**

FUND	AMOUNT	DESCRIPTION
<b>NATURAL DISASTER FUND</b>		
Estimated Revenues		
Federal Grants	500,000	Increase estimated revenue from Federal Grants
Total Revenues	<u>500,000</u>	
Appropriations		
Operating Expenses	500,000	Appropriate funding for Operating Expenses
Total Appropriations	<u>500,000</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 2020-29

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Vice President Jared Moore

**SUBJECT:**

RESOLUTION No. 2020-29 - CONTINUING THE COMMUNITY REDEVELOPMENT AGENCY THROUGH SEPTEMBER 30, 2046.

**RECOMMENDATION:**

That City Council adopt Resolution No. 2020-29:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA APPROVING BY MAJORITY VOTE THE CONTINUED EXISTENCE OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA THROUGH SEPTEMBER 30, 2046; AMENDING CITY RESOLUTION NO. 55-80 TO PROVIDE THAT THE AGENCY SHALL SUNSET OR TERMINATE ON SUCH DATE; PROVIDING FINDINGS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In 2019, the Florida Legislature amended Chapter 163, Part III, Florida Statutes to provide that a community redevelopment agency in existence on October 1, 2019, shall terminate on the expiration date provided in the agency's charter on October 1, 2019, or on September 30, 2039, whichever is earlier, unless the governing body of the county or municipality that created the community redevelopment agency approves its continued existence by a majority vote of the members of the governing body.

Pursuant to the Florida Statutes, the adopted redevelopment plans, and the ordinances establishing the redevelopment trust funds, as amended, the existence of the City of Pensacola Community Redevelopment continues until September 30, 2046. However, due to the recent statutory amendment, City Council must adopt a resolution by a majority vote to ratify the City of Pensacola's intent to continue the existence of the CRA through this date.

The attached resolution approves the continued existence of the CRA and amends the CRA's Charter to establish September 30, 2046, as the sunset or termination date for the CRA.

**PRIOR ACTION:**

1368



September 25, 1980 - City Council adopted Resolution No. 55-80, creating the CRA and establishing the CRA Charter and Resolution No. 54-80 designating the boundaries of the Urban Core Community Redevelopment Area.

March 8, 1984 - City Council adopted Ordinance No. 13-84, creating and establishing the Redevelopment Trust Fund for the Urban Core Redevelopment Area.

March 27, 1984 - City Council adopted Resolution No. 15-84 approving the Urban Core Community Redevelopment Plan, which has been subsequently amended, repealed and replaced by the 2010 Urban Core Community Redevelopment Plan on January 14, 2010, pursuant to Resolution No. 02-10, as amended.

October 26, 2000 - City Council adopted Ordinance No. 46-00 designating the boundaries of the Eastside-Urban Infill and Redevelopment Area and 47-00 adopting a Community Redevelopment Plan for the Urban Infill and Redevelopment Area, as has been subsequently amended.

October 27, 2005 - City Council adopted Ordinance No. 16-05, establishing the Redevelopment Trust Fund for the Eastside-Urban Infill and Redevelopment Area.

May 24, 2007 - City Council adopted Resolution No. 13-07, adopting a Community Redevelopment Plan for the Westside Community Redevelopment Area.

January 17, 2008 - City Council adopted Ordinance No. 01-01, creating a Redevelopment Trust Fund for the Westside Community Redevelopment Area.

August 19, 2010 - City Council adopted Resolution 22-10, amending Resolution No. 55-80, providing for the continuation of the CRA in conformity with the provisions of the 2010 City Charter effective January 10, 2011.

July 13, 2020 - CRA approved this item being sent to City Council.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive  
M. Helen Gibson, AICP, CRA Administrator  
Victoria D'Angelo, Asst. CRA Administrator

**ATTACHMENTS:**

- 1) Resolution No. 2020-29

**PRESENTATION:** No

RESOLUTION  
NO. 2020-29

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA APPROVING BY MAJORITY VOTE THE CONTINUED EXISTENCE OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA THROUGH SEPTEMBER 30, 2046; AMENDING CITY RESOLUTION NO. 55-80 TO PROVIDE THAT THE AGENCY SHALL SUNSET OR TERMINATE ON SUCH DATE; PROVIDING FINDINGS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. AUTHORITY. This Resolution of the City Council of the City of Pensacola, Florida (the "City Council") is adopted pursuant to the Constitution of the State of Florida, Chapter 163, Part III, Florida Statutes (the "Redevelopment Act"), Chapter 166, Part II, Florida Statutes, the municipal charter of the City of Pensacola, Florida, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared as follows:

A. In accordance with the Redevelopment Act, the City Council adopted Resolution No. 55-80 on September 25, 1980 which created the Pensacola Community Redevelopment Agency (the "Agency"). City Resolution No. 55-80 serves as the charter of the Agency (including any amendments thereto, the "Agency Charter").

B. The City Council is authorized by the Agency Charter and the Redevelopment Act to exercise the community redevelopment powers set forth therein to eliminate, remedy and prevent conditions of slum and blight.

C. The Agency is responsible for implementation of community redevelopment plans providing for the redevelopment, rehabilitation and improvement of community redevelopment areas in the City.

D. The Agency currently exercises community redevelopment powers in three redevelopment areas established by the City Council pursuant to the Redevelopment Act, known generally as the Urban Core Community Redevelopment Area, the Eastside-Urban Infill and Redevelopment Area, and the Westside Community Redevelopment Area, respectively.

E. Each redevelopment area is subject to its own community redevelopment plan and has its own timeframe for completion of redevelopment activities within that area. The timeframe for each is determined by the requirements of the Redevelopment Act, the community redevelopment plan for the area, the duration of the redevelopment trust fund established for the area, and the term of bonds or other debt obligations issued to finance redevelopment within the area.

F. On September 25, 1980, the City Council adopted Resolution No. 54-80, which designated the boundaries of the Urban Core Community Redevelopment Area (the "Urban Core").

G. On February 8, 2018, the City Council adopted Resolution No. 18-06 which amended the Urban Core Community Redevelopment Plan to provide that all redevelopment activity financed by tax increment revenues in the Urban Core shall be completed by December 31, 2043.

H. On July 18, 2019, the City Council adopted Resolution No. 2019-31 which authorized issuance of the City's not to exceed \$58,200,000 City of Pensacola Florida Urban Core Redevelopment Refunding and Improvement Revenue Bonds, Series 2019 (the "Series 2019 Bonds"), and specified that the maturity date of the Series 2019 Bonds shall be December 31, 2043.

I. Pursuant to Ordinance No. 46-00 and Ordinance No. 47-00, each enacted on October 26, 2000, the City Council designated the boundaries of the Eastside-Urban Infill and Redevelopment Area (the "Eastside Redevelopment Area").

J. On July 13, 2017, the City Council enacted Ordinance No. 20-17 which amended the community redevelopment plan for the Eastside Redevelopment Area to provided that the time certain for completion of all redevelopment activities in such area financed by increment revenues shall be September 30, 2045.

K. Ordinance No. 16-05 enacted by the City Council on October 27, 2005, established the Eastside Neighborhood Redevelopment Trust Fund, and Ordinance No.

21-17 enacted on July 13, 2017 extended the Eastside Neighborhood Redevelopment Trust Fund for an additional twenty years or for a period commencing January 1, 2006, and each of thirty-nine (39) years thereafter.

L. On August 10, 2017, the City Council adopted Resolution No. 17-43 which authorized issuance of the Eastside Redevelopment Bond, Series 2017, and provided that such bond shall mature on April 1, 2037.

M. On January 25, 2007 the City Council adopted Resolution No. 04-07 designating the boundaries of the Westside Community Redevelopment Area (the "Westside Redevelopment Area").

N. On May 24, 2007, the City Council enacted Ordinance No. 13-07 which adopted the redevelopment plan for the Westside Redevelopment Area Plan.

O. On August 10, 2017, the City Council adopted Resolution No. 17-38 which authorized issuance of the Westside Redevelopment Bond, Series 2017, and provided that such bond shall mature on April 1, 2037.

P. In 2019, the Florida Legislature created section 163.3755 of the Redevelopment Act which provided that a community redevelopment agency in existence on October 1, 2019, shall terminate on the expiration date provided in the agency's charter on October 1, 2019, or on September 30, 2039, whichever is earlier, unless the governing body of the county or municipality that created the community redevelopment agency approves its continued existence by a majority vote of the members of the governing body.

Q. Section 163.3755 further provides that if the governing body of the municipality that created the community redevelopment agency does not approve its continued existence by a majority vote of the governing body members, a community redevelopment agency with outstanding bonds as of October 1, 2019, that do not mature until after the termination date of the agency or September 30, 2039, whichever is earlier, remains in existence until the date the bonds mature.

R. While the Agency Charter does not provide an expiration date for the Agency, Ordinance No. 21-17 enacted on July 13, 2017 extended the Eastside Neighborhood Redevelopment Trust Fund through December 31, 2045. Such ordinance expresses the City Council's approval for the Agency's continued existence until at least December 31, 2045.

S. In accordance with Section 163.3755 of the Redevelopment Act, the City Council wishes to approve by majority vote the continued existence of the Agency through September 30, 2046 and to amend the Agency Charter to reflect such date as the sunset or termination date for the Agency, by which date all redevelopment activities in the Urban Core, Eastside Redevelopment Area and Westside Redevelopment Area will be completed, the respective redevelopment trust funds will expire, funds on deposit therein will be applied or expended for redevelopment purposes, all bonds issued to finance redevelopment in the respective areas will have matured, and the Agency will have sufficient time to wind down, resolve and settle any outstanding matters related to community redevelopment activities in the City pursuant to the Redevelopment Act.

SECTION 3. AGENCY TERMINATION DATE. The City Council hereby approves by majority vote the continued existence of the Agency through September 30, 2046. Any further continuation of the Agency's existence shall be effectuated in accordance with the Redevelopment Act. Except as amended hereunder, all prior ordinances, resolutions and actions by the City Council regarding the establishment and creation of the Agency, the Urban Core, Eastside Redevelopment Area, Westside Redevelopment Area, the community redevelopment plans adopted for each area, and all findings of blight and necessity associated therewith, are hereby ratified and confirmed

SECTION 4. AMENDMENT OF RESOLUTION NO. 55-80. City Resolution No. 55-80 is hereby amended to provide that the sunset or termination date of the Agency shall be September 30, 2046.

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

[Remainder of Page Intentionally Left Blank]

SECTION 6. EFFECTIVE DATE. This resolution shall take effect on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

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

Attest:

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 2020-30

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Sherri Myers

**SUBJECT:**

PROPOSED RESOLUTION NO. 2020-30 - COMMUNITY REDEVELOPMENT AGENCY EXTENSION

**RECOMMENDATION:**

That City Council adopt Resolution No. 2020-30:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA APPROVING THE CONTINUED EXISTENCE OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA THROUGH SEPTEMBER 30, 2046, WHICH SHALL BE CONDIDTIONAL UPON MEETING CERTAIN REQUIREMENTS TO PROVIDE PROGRAMS TO LOW INCOME AFRICAN AMERICAN COMMUNITIES TO ADDRESS INSTITUTIONALIZED AND SYSTEMIC RACISM IN THE URBAN CORE COMMUNITY REDEVELOPMENT AREA. AMENDING CITY RESOLUTION NO. 55-80 TO PROVIDE THAT THE AGENCY SHALL SUNSET OR TERMINATE ON SUCH DATE; PROVIDING FINDINGS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The history of African Americans in the United States, including the city of Pensacola, is one of displacement. African American ancestors were displaced from their homelands and brought to the United States as slaves. During hundreds of years, African American slavery families were ripped apart. Women and men were forced to have children that were sold into slavery. Even after the abolishment of slavery and the passage of numerous civil rights laws and US Supreme Court decisions, African Americans continue to be displaced and uprooted from their communities.

Urban revitalization has continued to negatively impact African American communities through government policies and actions that result in relocation and displacement of entire African American communities. Millions of dollars of taxpayer funds have been used and continue to be used, to incentivize economic development, improve infrastructure, housing and beautification projects that have not benefited displaced residents of low income African American neighborhoods. Instead benefits have gone to upper income white newcomers to gentrified African American neighborhoods.

1376



In 1980, the City of Pensacola CRA was approved for the purpose of removing “slum and blight” in the CRA urban core. However, since 1980 African American communities in the Urban Core Community Redevelopment Area (UCCRA) have been disappearing. The Aragon Court, a low income housing project that was predominately African American, was replaced with one of the most expensive housing developments in the City of Pensacola; ironically, named Aragon. The African American neighborhoods in the Hawkshaw area, the Governmental District, and Tanyards communities have disappeared. More gentrification is on the horizon in other neighborhoods, including Long Hollow.

As a result of years of segregation, Jim Crow laws and disenfranchisement, African Americans were forced to live in communities exposed to some of the world’s most dangerous environmental toxins such as Dioxin, Pentachlorophenol and other toxins associated with wood treating and fertilizer production. The health impact of environmental injustice policies of the city of Pensacola allowed citizens to be exposed to cancer causing neurotoxic chemicals that surely resulted in the loss of life, disabilities, and harm to adults and vulnerable children. The exposure to toxic air and soil by pregnant women in African American communities would have exposed their undeveloped preborn to chemicals that are known to have a harmful outcome on the developing fetus.

From 1943 to 1982, Escambia Treating Company (ETC) operated in Pensacola in an area zoned industrial/residential in the African American community called Rosewood. ETC was allowed to dump creosote and pentachlorophenol (a chemical that has been banned in most western countries) into uncovered pits. The toxins were carried by stormwater runoff into the residential community of Rosewood. As a result the entire African American neighborhood was relocated - some 385 households - the 3rd largest relocation of citizens from a Superfund site in the United States.

During the CRA’s forty years of existence, it cannot point to one low income African American community that has benefited from the millions of dollars spent on projects in the CRA Urban Core. Most of the citizens in the city of Pensacola do not live in CRA districts. The CRA is funded by property taxes that would go to the general fund, but for the CRA. Using tax payer funds for projects that do not stabilize, support, preserve and improve low income African American neighborhoods cannot be morally justified.

According to the city finance director, the property values in the CRA urban core have increased substantially, which translates into increased revenue from city and county taxpayers. These funds should be used to right the wrongs of the past, to fund programs that allow low income African American families, individuals and seniors to live in areas that have the amenities the CRA urban core has to offer. Further, the funds should be used to address the poverty, substandard housing, and lack of affordable housing, child care, and health care needs of low income African American communities that still exist in the CRA urban core.

In order to secure the funds necessary to develop programs needed in the low income African American communities, CRA funds over and above payment of the current bond debt and basic maintenance, should be exclusively used for projects that stabilize, support, preserve and enhance low income African American neighborhoods and that provide job opportunities and development of African American owned businesses in the Urban Core Community Redevelopment Area and the other areas of the city that have been designated CRA redevelopment areas.

**PRIOR ACTION:**

1377

September 25, 1980 - City Council adopted Resolution No. 55-80, creating the CRA and establishing the CRA Charter and Resolution No. 54-80 designating the boundaries of the Urban Core Community Redevelopment Area.

March 8, 1984 - City Council adopted Ordinance No. 13-84, creating and establishing the Redevelopment Trust Fund for the Urban Core Redevelopment Area.

March 27, 1984 - City Council adopted Resolution No. 15-84 approving the Urban Core Community Redevelopment Plan, which has been subsequently amended, repealed and replaced by the 2010 Urban Core Community Redevelopment Plan on January 14, 2010, pursuant to Resolution No. 02-10, as amended.

October 26, 2000 - City Council adopted Ordinance No. 46-00 designating the boundaries of the Eastside-Urban Infill and Redevelopment Area and 47-00 adopting a Community Redevelopment Plan for the Urban Infill and Redevelopment Area, as has been subsequently amended.

October 17, 2005 - City Council adopted Ordinance No. 16-05, establishing the Redevelopment Trust Fund for the Eastside-Urban Infill and Redevelopment Area.

May 24, 2007 - City Council adopted Resolution No. 13-07, adopting a Community Redevelopment Plan for the Westside Community Redevelopment Area.

January 17, 2008 - City Council adopted Ordinance No. 01-01, creating a Redevelopment Trust Fund for the Westside Community Redevelopment Area.

August 19, 2010 - City Council adopted Resolution 22-10, amending Resolution No. 55-80, providing for the continuation of the CRA in conformity with the provisions of the 2010 City Charter effective January 10, 2011.

July 13, 2020 - CRA approved this item being sent to City Council.

**FUNDING:**

TBD

**FINANCIAL IMPACT:**

TBD

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

1378

- 1) Proposed Resolution No. 2020-30

**PRESENTATION:** No

## RESOLUTION NO. 2020-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA APPROVING THE CONTINUED EXISTENCE OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA THROUGH SEPTEMBER 30, 2046, WHICH SHALL BE CONDIDTIONAL UPON MEETING CERTAIN REQUIREMENTS TO PROVIDE PROGRAMS TO LOW INCOME AFRICAN AMERICAN COMMUNITIES TO ADDRESS INSTITUTIONALIZED AND SYSTEMIC RACISM IN THE URBAN CORE COMMUNITY REDEVELOPMENT AREA. AMENDING CITY RESOLUTION NO. 55-80 TO PROVIDE THAT THE AGENCY SHALL SUNSET OR TERMINATE ON SUCH DATE; PROVIDING FINDINGS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY OF PENSACOLA, FLORIDA:

**SECTION 1. AUTHORITY.** This Resolution of the City Council of the City of Pensacola, Florida (the "City Council") is adopted pursuant to the Constitution of the State of Florida, Chapter 163, Part III, Florida Statutes (the "Redevelopment Act"), Chapter 166, Part II, Florida Statutes, the municipal charter of the City of Pensacola, Florida, and other applicable provisions of law.

**SECTION 2. FINDINGS.** It is hereby ascertained, determined and declared as follows:

A. In accordance with the Redevelopment Act, the City Council adopted Resolution No. 55-80 on September 25, 1980 which created the Pensacola Community Redevelopment Agency (the "Agency"). City Resolution No. 55-80 serves as the charter of the Agency (including any amendments thereto, the "Agency Charter").

B. The City Council is authorized by the Agency Charter and the Redevelopment Act to exercise the community redevelopment powers set forth therein to eliminate, remedy and prevent conditions of slum and blight and to promote safe, healthy and affordable housing for low income citizens and the elderly as set forth in Florida Statute 163.335 (6).

C. Since the creation of the CRA, low income African American communities have suffered adversely from being forced out of low income communities such as Aragon Court, the Tanyards and many other areas within the Urban Core Community Redevelopment Area (UCCRA). The UCCRA, that was

once predominately African American, is becoming increasingly white, upper income and gentrified.

D. The housing stock that is being developed in the UCCRA is far beyond the ability of low income families and individuals who either resided, or still reside, in the UCCRA to afford.

That Florida Statute 163.335 provides at (6) *It is further found and declared that there exists in counties and municipalities of the state a severe shortage of housing affordable to residents of low or moderate income, including the elderly; that the existence of such condition affects the health, safety, and welfare of the residents of such counties and municipalities and retards their growth and economic and social development; and that the elimination or improvement of such condition is a proper matter of state policy and state concern and is for a valid and desirable public purpose.*

E. Not only, has the CRA failed to address the issues of poverty and affordable housing in the UCCRA, it has failed to address unemployment and underemployment of low income individuals within the UCCRA. Within the UCCRA, millions of dollars in the form of Economic Development Ad Valorem Tax Exemptions (EDATE) and other tax credits have been given to businesses that have not significantly provided jobs for low income underserved African Americans.

F. To address historic institutionalized racism and discrimination experienced by the African American communities in the UCCRA, this extension of the CRA is conditional upon using all funds generated above those needed to repay any current bond debts and general maintenance cost of existing facilities such as basic infrastructure needs, for the creation of a fund to build affordable mixed use housing, both homeownership and rental for low income individuals and seniors, the creation of high quality affordable daycare facilities for working parents and families, creation of job training and hiring opportunities, and other programs to address community stabilization and economic advancement of African American owned businesses.

Recommendations for the use of CRA funds shall be made by either the Urban Core Redevelopment Board, the Westside Redevelopment Board or the Eastside Redevelopment Board, with input from appropriate governmental entities, businesses, educational, faith based, and African American community stakeholders.

G. The CRA funds set aside for the benefit of low income African Americans in all CRA areas will be used to address historical discrimination by law enforcement and the criminal justice system.

H. The Agency is responsible for implementation of community redevelopment plans providing for the redevelopment, rehabilitation and improvement of community redevelopment areas in the City. However, the existing UCCRA plan shall be re-evaluated in light of the objectives of this extension. Those aspect of UCCRA plans that do not fulfill the objectives of this extension will not be funded through CRA tax increment financing.

I. The Agency currently exercises community redevelopment powers in three redevelopment areas established by the City Council pursuant to the Redevelopment Act, known generally as the Urban Core Community Redevelopment Area, the Eastside-Urban Infill and Redevelopment Area, and the Westside Community Redevelopment Area, respectively. All of the above shall comply with the objectives of this resolution in the expenditure of funds.

J. Each redevelopment area is subject to its own community redevelopment plan consistent with this Resolution and has its own timeframe for completion of redevelopment activities within that area. The timeframe for each is determined by the requirements of the Redevelopment Act, the community redevelopment plan for the area, the duration of the redevelopment trust fund established for the area, and the term of bonds or other debt obligations issued to finance redevelopment within the area.

K. On September 25, 1980, the City Council adopted Resolution No. 54-80, which designated the boundaries of the Urban Core Community Redevelopment Area (the "Urban Core").

L. On February 8, 2018, the City Council adopted Resolution No. 18-06 which amended the Urban Core Community Redevelopment Plan to provide that all redevelopment activity financed by tax increment revenues in the Urban Core shall be completed by December 31, 2043.

M. On July 18, 2019, the City Council adopted Resolution No. 2019-31 which authorized issuance of the City's not to exceed \$58,200,000 City of Pensacola Florida Urban Core Redevelopment Refunding and Improvement Revenue Bonds, Series 2019 (the "Series 2019 Bonds"), and specified that the maturity date of the Series 2019 Bonds shall be December 31, 2043.

N. Pursuant to Ordinance No. 46-00 and Ordinance No. 47-00, each enacted on October 26, 2000, the City Council designated the boundaries of the Eastside-Urban Infill and Redevelopment Area (the "Eastside Redevelopment Area").

O. On July 13, 2017, the City Council enacted Ordinance No. 20-17 which amended the community redevelopment plan for the Eastside Redevelopment Area to provided that the time certain for completion of all

redevelopment activities in such area financed by increment revenues shall be September 30, 2045.

P. Ordinance No. 16-05 enacted by the City Council on October 27, 2005, established the Eastside Neighborhood Redevelopment Trust Fund, and Ordinance No. 3 21-17 enacted on July 13, 2017 extended the Eastside Neighborhood Redevelopment Trust Fund for an additional twenty years or for a period commencing January 1, 2006, and each of thirty-nine (39) years thereafter.

Q. On August 10, 2017, the City Council adopted Resolution No. 17-43 which authorized issuance of the Eastside Redevelopment Bond, Series 2017, and provided that such bond shall mature on April 1, 2037.

R. On January 25, 2007 the City Council adopted Resolution No. 04-07 designating the boundaries of the Westside Community Redevelopment Area (the "Westside Redevelopment Area").

S. On May 24, 2007, the City Council enacted Ordinance No. 13-07 which adopted the redevelopment plan for the Westside Redevelopment Area Plan.

T. On August 10, 2017, the City Council adopted Resolution No. 17-38 which authorized issuance of the Westside Redevelopment Bond, Series 2017, and provided that such bond shall mature on April 1, 2037.

U. In 2019, the Florida Legislature created section 163.3755 of the Redevelopment Act which provided that a community redevelopment agency in existence on October 1, 2019, shall terminate on the expiration date provided in the agency's charter on October 1, 2019, or on September 30, 2039, whichever is earlier, unless the governing body of the county or municipality that created the community redevelopment agency approves its continued existence by a majority vote of the members of the governing body.

V. Section 163.3755 further provides that if the governing body of the municipality that created the community redevelopment agency does not approve its continued existence by a majority vote of the governing body members, a community redevelopment agency with outstanding bonds as of October 1, 2019, that do not mature until after the termination date of the agency or September 30, 2039, whichever is earlier, remains in existence until the date the bonds mature.

W. While the Agency Charter does not provide an expiration date for the Agency, Ordinance No. 21-17 enacted on July 13, 2017 extended the Eastside Neighborhood Redevelopment Trust Fund through December 31,

2045. Such ordinance expresses the City Council's approval for the Agency's continued existence until at least December 31, 2045.

X. In accordance with Section 163.3755 of the Redevelopment Act, the City Council wishes to approve by majority vote the continued existence of the Agency through September 30, 2046 and to amend the Agency Charter to reflect such date as the sunset or termination date for the Agency, by which date all redevelopment activities in the Urban Core, Eastside Redevelopment Area and Westside Redevelopment Area will be completed, the respective redevelopment trust funds will expire, funds on deposit therein will be applied or expended for redevelopment purposes, all bonds issued to finance redevelopment in the respective areas will have matured, and the

Agency will have sufficient time to wind down, resolve and settle any outstanding matters related to community redevelopment activities in the City pursuant to the Redevelopment Act.

**SECTION 3. AGENCY TERMINATION DATE.** The City Council hereby approves by majority vote the continued existence of the Agency through September 30, 2046. Any further continuation of the Agency's existence shall be effectuated in accordance with the Redevelopment Act. Except as amended hereunder, all prior ordinances, resolutions and actions by the City Council regarding the establishment and creation of the Agency, the Urban Core, Eastside Redevelopment Area, Westside Redevelopment Area, the community redevelopment plans adopted for each area, and all findings of blight and necessity associated therewith, are hereby ratified and confirmed.

**SECTION 4. AMENDMENT OF RESOLUTION NO. 55-80.** City Resolution No. 55-80 is hereby amended to provide that the sunset or termination date of the Agency shall be September 30, 2046.

**SECTION 5. SEVERABILITY.** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 6. EFFECTIVE DATE.** This resolution shall take effect on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

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

President of City Council

Attest: \_\_\_\_\_

City Clerk





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 33-20

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 33-20 - AMENDING SECTION 6-3-2 OF THE CODE OF THE CITY OF PENSACOLA, RULES AND REGULATIONS GENERALLY, AND ADDING SUBSECTION (C) SPECIFYING PARK HOURS

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 33-20 on first reading:

AN ORDINANCE AMENDING SECTION 6-3-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING RULES AND REGULATIONS GENERALLY; SPECIFYING PARK HOURS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Parks and Recreation would like to codify the park hours. Upon review by the City Attorney's Office, the recommendation is to change some of the verbiage, adding (c), and updating the title to parks and recreation, as well as removing "adjacent waters" from (a).

The addition of (c) of the existing ordinance 6-3-2, satisfies the "publication" requirement of park hours, and allows the rule to be enforced as an ordinance. The addition of park hours will ensure conformity within the parks without the addition of multiple signs. It also increases the ability of law enforcement and the state attorney's office to better enforce and prosecute trespass violations, increase public safety and reduce the property damage that can accompany trespass violations in parks.

Section (a) currently allows the parks and recreation director to adopt rules and regulations, in order to prevent injuries and define appropriate behavior at City parks and also the "waters adjacent thereto". The term "waters adjacent thereto" is not defined making it hard to define its jurisdiction. It is therefore desired that it should be removed from the code.

**PRIOR ACTION:**

1385

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

7/17/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

Brian Cooper, Parks and Recreation Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 33-20

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 33-20

ORDINANCE NO. \_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 6-3-2 OF THE CODE OF THE  
CITY OF PENSACOLA, FLORIDA; PROVIDING RULES AND  
REGULATIONS GENERALLY; SPECIFYING PARK HOURS;  
PROVIDING FOR SEVERABILITY; REPEALING CLAUSE;  
PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

Sec. 6-3-2. – Rules and regulations generally.

(a) The parks and recreation director may adopt rules and regulations for  
the reasonable and proper use, and for preventing injuries to or misuse of,  
city parks and their appurtenances and park property, and to prevent  
disorder and improper conduct within the precincts of such park.

(b) Any rules and regulations when published or posted in the park shall  
have the same effect as ordinances, and any violations thereof shall be  
punished as provided for in section 1-1-8 except as otherwise provided  
herein.

(c) The hours of the parks are sunrise to sunset, unless otherwise posted.

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

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

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

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

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

Attest:

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 38-20

City Council

8/13/2020

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 38-20 - AMENDING ORDINANCE NO. 18-07 AND ORDINANCE NO. 25-08 CLOSING, ABANDONING AND VACATING THE COLFAX STREET RIGHT OF WAY BETWEEN 9TH AVE AND 10TH AVE

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 38-20 on first reading:

AN ORDINANCE AMENDING ORDINANCE NO. 18-07 AND ORDINANCE NO. 25-08 CLOSING, ABANDONING AND VACATING THE COLFAX STREET RIGHT OF WAY BETWEEN 9TH AVENUE AND 10TH AVENUES; AND A PORTION OF THE 10TH AVENUE RIGHT-OF-WAY IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA BY FURTHER ABANDONING A TWENTY-FOOT EASEMENT WITHIN 10TH AVENUE AND COLFAX STREET; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Within Ordinance No. 18-07 and Ordinance No. 25-08, the City reserved a full width utility easement for itself, Gulf Power Company, Bell South, Cox Cable and Emerald Coast Utilities Authority for the entire portion of Colfax Street and 10<sup>th</sup> Avenue right-of-way for the purpose of locating and maintaining public utilities.

The City and public utility holders desire to abandon a twenty foot (20') portion of the easement.

**PRIOR ACTION:**

May 8, 2008 - City Council adopted Ordinance No. 25-08

May 7, 2007 - City Council adopted Ordinance No. 18-07

**FUNDING:**

N/A

1389

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 38-20
- 2) Ordinance No. 25-08
- 3) Ordinance No. 18-07
- 4) Hawkshaw 10<sup>th</sup> Ave Termination - 5-19-2020 Map

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 38-20

AN ORDINANCE  
TO BE ENTITLED: \_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 18-07 AND 25-08 CLOSING, ABANDONING AND VACATING THE COLFAX STREET RIGHT OF WAY BETWEEN 9<sup>TH</sup> AVENUE AND 10<sup>TH</sup> AVENUES; AND A PORTION OF THE 10<sup>TH</sup> AVENUE RIGHT-OF-WAY IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA BY FURTHER ABANDONING A TWENTY-FOOT EASEMENT WITHIN 10<sup>TH</sup> AVENUE AND COLFAX STREET; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 18-07 was adopted on May 10, 2007 and Ordinance No. 25-08 was adopted on May 8, 2008, closing, abandoning, and vacating the Colfax Street right of way between 9<sup>th</sup> Ave and 10<sup>th</sup> Ave; and a portion of the 10<sup>th</sup> avenue right-of-way; and

WHEREAS, within Ordinance No. 18-07 and 25-08 the City reserved a full width utility easement for itself, Gulf Power Company, Bell South, Cox Cable and the Emerald Coast Utilities Authority, for the entire portion of the Colfax Street and 10<sup>th</sup> Avenue right-of-way for the purpose of locating and maintain public utilities; and

WHEREAS, the City and public utility holders desire to abandon a twenty foot (20') portion of said easement: NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 3 of the City of Pensacola Ordinance No. 18-07 and 25-08 as amended shall read as follows:

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself, Gulf Power Company, Bell South, Cox Cable, and the Emerald Coast Utilities Authority, their successors and assigns, a full width utility easement in the entire portion of the Colfax Street and 10<sup>th</sup> Avenue rights-of-way vacated hereby for the purpose of locating and maintaining public utilities and improvements; provided, upon the determination that a full-width easement is no longer necessary, the City of Pensacola, Gulf Power Company, Bell South, Cox Cable, and the Emerald Coast Utilities Authority, their successors, and assigns, terminate and abandon a portion of the retained easement, to wit: that certain twenty (20') foot portion of the 10<sup>th</sup> Avenue right-of-way, beginning at the southeast corner of Block 5, extending east for twenty feet in width and running north along the eastern edge of Block 5 to the northeast corner of Block 5, further extending another fifteen feet north of Block 5 into the vacated portion of 10<sup>th</sup> Avenue, lying and being in the City of Pensacola, County of Escambia, Florida.

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

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

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

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

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

Attest:

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



PROPOSED  
ORDINANCE NO. 18-08

ORDINANCE NO. 25-08

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING  
THE COLFAX STREET RIGHT OF WAY BETWEEN 9<sup>TH</sup>  
AVENUE AND 10<sup>TH</sup> AVENUE; AND A PORTION OF THE  
10<sup>TH</sup> AVENUE RIGHT-OF-WAY IN PENSACOLA,  
ESCAMBIA COUNTY, STATE OF FLORIDA; REPEALING  
CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on April 24, 2008,  
as to the vacation of the Colfax Street right-of-way between 9<sup>th</sup>  
Avenue and 10<sup>th</sup> Avenue, and a portion of the 10<sup>th</sup> Avenue right-of-  
way adjacent to property located at the northwest corner of 9<sup>th</sup>  
Avenue and Colfax Street in Pensacola, Escambia County, Florida;  
and

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the following described portions of  
the Colfax Street and 10<sup>th</sup> Avenue rights-of-way adjacent to  
property located at the northwest corner of 9<sup>th</sup> Avenue and Colfax  
Street is hereby closed, discontinued, vacated and forever  
abandoned by the City of Pensacola as a public thoroughfare:

THE COLFAX STREET RIGHT OF WAY FROM THE EAST RIGHT OF WAY LINE  
OF 9<sup>TH</sup> AVENUE TO WEST RIGHT OF WAY LINE OF 10<sup>TH</sup> AVENUE;

AND ALSO;

FROM THE WEST FACE OF THE EXISTING WESTERN-MOST CURB TO THE  
WEST EDGE OF THE 10TH AVENUE RIGHT OF WAY (OR APPROXIMATELY 39  
FEET) BEGINNING AT THE SOUTHERN EDGE OF THE COLFAX STREET RIGHT  
OF WAY (per Ordinance 18-07) AND EXTENDING TO THE NORTH LINE OF  
BLOCK 8 NEW CITY TRACT.

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

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself, Gulf Power Company, Bell South, Cox Cable, and the Emerald Coast Utilities Authority, their successors and assigns, a full width easement in the entire portion of the Colfax Street and 10<sup>th</sup> Avenue rights-of-way vacated hereby for the purpose of locating and maintaining public utilities and improvements.

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

SECTION 5. This ordinance shall take effect immediately upon its passage by the City Council.

Passed: May 8, 2008

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

Mayor

Attest:

Cricket L. Burnett  
City Clerk

Legal in form and valid if  
enacted:

[Signature]  
City Attorney

# CITY COUNCIL MEMORANDUM

Item 12-A

**TO:** Mayor and City Council

**FROM:** Thomas J. Bonfield, City Manager *TJB*

**DATE:** May 8, 2008

**SUBJECT:** Proposed Ordinance No. 18-08 - Request to Vacate Right of Way – Hawkshaw Village

**RECOMMENDATION:** That City Council approve Proposed Ordinance No. 18-08 on second reading.

**SUMMARY:** The City has received a request from Caldwell and Associates to vacate the entire Colfax Street right of way between 9<sup>th</sup> Avenue and 10<sup>th</sup> Avenue, and to vacate a 39' x 200' portion of the 10<sup>th</sup> Avenue right of way. Colfax Street is only one block in length at this location, and carries relatively little traffic. 10<sup>th</sup> Avenue provides access to adjacent property owners, including Gulf Power. The remaining width of the 10<sup>th</sup> Avenue right of way will measure 61'. Planning Board and utility providers recommend approval of the request.

**PRIOR ACTION:** City Council approved the sale of the CRA-owned property at the northwest corner of 9<sup>th</sup> Avenue and Roman Street on March 5, 2007.  
City Council approved a previous vacation request for this property on April 26, 2007.  
April 24, 2008, City Council approved Proposed Ordinance No. 18-08 on first reading.

**CURRENT ACTION:**

**FUNDING:** None required.

**ATTACHMENTS:** Proposed Ordinance No. 18-08

**STAFF CONTACT:** Thaddeus L. Cohen, Community Development Director; Sherry H. Morris, Planning Services Administrator.

**PRESENTATION:** No.

City of  
Pensacola



Published Daily-Pensacola, Escambia County, FL

## PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared **LESLEY WHALEY** who on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

### Notice of Proposed Ordinances

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

April 28, 2008

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

Sworn to and subscribed before me this 8<sup>th</sup> Day of May, 2008, by **LESLEY L. WHALEY** who Is personally known to me.

Lesley L. Whaley Affiant  
Nikki E. Nichols Notary Public

NIKKI E. NICHOLS  
Notary Public-State of FL  
Comm. Exp. Aug. 01, 2009  
Comm. No. DD 427344

### NOTICE OF PROPOSED ORDINANCES

Please be advised that Proposed Ordinance Nos. 18-08 and 19-08 were presented to the City Council of the City of Pensacola for first reading on Thursday, April 24, 2008, and will be presented for final reading and adoption on Thursday, May 8, 2008, at 7:00 p.m. in Council Chambers on the First Floor of City Hall, 180 Governmental Center, Pensacola, Florida.

The titles of the proposed ordinances are as follows:  
P.O. #18-08:

**AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE COLFAX STREET RIGHT-OF-WAY BETWEEN 9TH AVENUE AND 10TH AVENUE; AND A PORTION OF THE 10TH AVENUE RIGHT-OF-WAY IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.** (Hawkshaw Village)

P.O. #19-08:

**AN ORDINANCE GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION FOR CERTAIN IMPROVEMENTS TO REAL PROPERTY FOR 2510 AND 2512 W. CERVANTES STREET FOR GULF COAST PROPERTY GROUP, LLC; REPEALING CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.**

A copy of the proposed ordinances may be inspected by the public in the City Clerk's office, located on the 7th Floor of City Hall, 180 Governmental Center, Pensacola, Florida. Interested parties may appear at the Council meeting and be heard with respect to the proposed ordinances.

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

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

**CITY OF PENSACOLA, FLORIDA**

By: Ericka L. Burnett, City Clerk

Visit [www.cityofpensacola.com](http://www.cityofpensacola.com) to learn more about City activities. Council agendas posted on-line before meetings.

Legal No. 72270

1T

April 28, 2008

Recorded in Public Records 09/20/2007 at 01:32 PM OR Book 6221 Page 366,  
Instrument #2007090546, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$18.50

PROPOSED  
ORDINANCE NO. 14-07

ORDINANCE NO. 18-07

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND VACATING  
A PORTION OF THE COLFAX STREET AND 10<sup>TH</sup>  
AVENUE RIGHTS-OF-WAY IN PENSACOLA, ESCAMBIA  
COUNTY, STATE OF FLORIDA; REPEALING CLAUSE;  
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on April 26, 2007,  
as to the vacation of a portion of the Colfax Street and 10<sup>th</sup>  
Avenue rights-of-way adjacent to property located at the  
northwest corner of 9<sup>th</sup> Avenue and Romana Street in Pensacola,  
Escambia County, Florida; and

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the following described portion of  
the Colfax Street and 10<sup>th</sup> Avenue rights-of-way adjacent to  
property located at the northwest corner of 9<sup>th</sup> Avenue and Romana  
Street is hereby closed, discontinued, vacated and forever  
abandoned by the City of Pensacola as a public thoroughfare:

FROM THE SOUTH FACE OF THE EXISTING SOUTHER-MOST CURB TO THE  
SOUTH EDGE OF THE COLFAX STREET RIGHT-OF-WAY (OR APPROXIMATELY  
25 FEET) BEGINNING AT THE EAST EDGE OF THE 9TH AVENUE RIGHT OF  
WAY AND EXTENDING TO THE WEST EDGE OF THE 10TH AVENUE RIGHT OF  
WAY (OR APPROXIMATELY 395 FEET);

AND ALSO;

FROM THE WEST FACE OF THE EXISTING WESTERN-MOST CURB TO THE  
WEST EDGE OF THE 10TH AVENUE RIGHT OF WAY (OR APPROXIMATELY 39  
FEET) BEGINNING AT THE NORTH EDGE OF THE EAST ROMANA STREET  
RIGHT OF WAY AND EXTENDING TO THE SOUTH FACE OF THE SOUTHERN-  
MOST CURB OF COLFAX STREET (OR APPROXIMATELY 225 FEET)

subject area

BK: 6221 PG: 367 Last Page

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

SECTION 3. That, notwithstanding the foregoing sections, the City of Pensacola reserves for itself, Gulf Power Company, Bell South, Cox Cable, and the Emerald Coast Utilities Authority, their successors and assigns, a full width easement in the entire portion of the Colfax Street and 10<sup>th</sup> Avenue rights-of-way vacated hereby for the purpose of locating and maintaining public utilities and improvements.

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

SECTION 5. This ordinance shall take effect immediately upon its passage by the City Council.

Passed: May 10, 2007

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

Mayor

Attest:

City Clerk

Legal form and valid if enacted:

City Attorney





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 31-20

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 31-20 - VACATION OF ALLEYWAY - BLOCK 61, EAST PENSACOLA HEIGHTS

**RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 31-20 on second reading.

AN ORDINANCE CLOSING, ABANDONING AND VACATING A PORTION OF THE ALLEYWAY LOCATED IN BLOCK 61, EAST PENSACOLA; IN PENSACOLA, ESCAMBA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** Public

**SUMMARY:**

The City of Pensacola received a request from Cynthia Bradford for approval of a vacation of a portion of the alleyway located in Block 61, East Pensacola Heights, adjacent to her property at 2900 E. Lee Street. The application includes signed petitions from the abutting property owners at 2904 E. Lee Street, 2906 E. Lee Street, 2905 E. Blount Street, 2903 E. Blount Street, and 1098 Bayou Boulevard. The vacation shall be no less than ten (10) feet to the centerline of the alley.

The purpose of the vacation is to allow the applicant to come into compliance with the R1-AAA rear yard setback requirement. Additionally, this vacation would allow the applicant to pursue a lot subdivision if desired in the future.

The Planning Board unanimously recommended approval at their June 9, 2020 meeting.

**PRIOR ACTION:**

July 16, 2020 - The City Council conducted a public hearing and voted to approve Proposed Ordinance No. 31-20 on first reading.

**FUNDING:**

1400



N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

6/22/2020

**STAFF CONTACT:**

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

**ATTACHMENTS:**

- 1) Vacation of Right of Way Application
- 2) Planning Board Minutes June 9, 2020 Draft
- 3) Proposed Ordinance No. 31-20

**PRESENTATION:** No

## VACATION OF ALLEY OR STREET RIGHT OF WAY



Fee: \$2,000.00

Rehearing/Rescheduling Planning Board: \$250.00

Rehearing/Rescheduling City Council: \$500.00

### Applicant Information:

Name: Cynthia A. Bradford

Address: 2900 E. Lee St., Pensacola, FL 32503

Phone: (850) 287-3716

Fax: N/A

Email: BradfordCin@cox.net

### Property Information:

Owner Name: Cynthia A. Bradford

Location/Address: 2900 E. Lee St., Pensacola, FL 32503

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

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

The footprint of my existing home is not in compliance with current zoning R1-AAA setback requirements at the rear of my property. The additional 10 ft. (which is already fenced into my existing yard), would bring my property into compliance and allow me freedom to pursue dividing and building a new home without need to submit future variance requests. /// See additional comments and reasons for request in supporting documentation to application.

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

[Signature]  
Signature of Applicant

5/19/2020  
Date

(Owner of Property or Official Representative of Owner)

### FOR OFFICE USE ONLY

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

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

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

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

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

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

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

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

#### Sec. 12-12-4. Vacation of Streets, alleys

This section is established to provide for the vacation of streets, alleys or other public rights-of-way by official action of the city council.

(A) *Application.* An application for vacation of streets, alleys or other public right-of-way shall be filed with the community development department and shall include the reason for vacation and a legal description of the property to be vacated. Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated. If all property owners do not sign the petition requesting such alley vacation, city staff shall determine the portion of the alley to be vacated.

- (1) An application for vacation of streets, alleys or other public right-of-way must be submitted to the community development department at least twenty-one (21) days prior to the regularly scheduled meeting of the planning board.
- (2) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
- (3) No application shall be considered complete until all of the following have been submitted:
  - (a) The application shall be submitted on a form provided by the board secretary.
  - (b) Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
    1. Accurate site plan drawn to scale;
    2. A legal description of the property proposed to be vacated;
    3. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
    4. Reason for vacation request;
    5. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.
  - (c) The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.
  - (d) Any party may appear in person, by agent, or by attorney.
  - (e) Any application may be withdrawn prior to action of the planning board or city council at the discretion of the applicant initiating the request upon written notice to the board secretary.

(B) *Planning board review and recommendation.* The community development department will distribute copies of the request to vacate to the appropriate city departments and public agencies for review and comment. Said departments shall submit written recommendations of approval, disapproval or suggested revisions, and reasons therefore, to the city planning department. The planning board shall review the vacation request and make a recommendation to the city council at a regularly scheduled planning board meeting.

- (1) Public notice for vacation of streets, alleys.
  - (a) A sign shall be prominently posted on the property to which the application pertains: at least seven (7) days prior to the scheduled board meeting.
  - (b) The community development department shall notify property owners within a three hundred (300) radius, as identified by the current Escambia County tax roll maps, of the property proposed for vacation with a public notice by post card at least five (5) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.

(C) *City council review and action.* The planning board recommendation shall be forwarded to the city council for review and action.

- (1) *Notice and hearing.* The city council shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting. Planning staff shall post a sign specifying the date and time of the public hearing at least seven (7) days prior to the hearing. A public notice shall be published in a local newspaper of general distribution stating the time, place and purpose of the hearing at least ten (10) days prior to the public hearing. The community development department shall notify property owners by certified mail, as identified by the current Escambia County tax roll, at least fifteen (15) days prior to the city council public hearing
  - (a) In case of an alley vacation request all adjacent owners shall be notified.
  - (b) In the case of a street vacation request, all property owners within three hundred feet (300') of the request shall be notified.
- (2) *Action.* The city council shall approve, approve with modifications, or deny the vacation request at the council public hearing. If the request is approved by the council, an ordinance will be drawn and read two (2) times following the public hearing, at which time the vacation becomes effective.

(D) *Easements retained.* If the city council determines that any portion of a public street or right-of-way is used or in the reasonably foreseeable future will be needed for public utilities, the street may be vacated only upon the condition that appropriate easements be reserved for such public utilities.

(E) *Zoning of vacated property.* Whenever any street, alley or other public right-of-way is vacated, the district use and area regulations governing the property abutting upon each side of such street, alley or public right-of-way shall be automatically extended to the center of such vacation and all area included within the vacation shall thereafter be subject to all appropriate regulations of the extended use districts.

(F) *Ownership of property.* Whenever any street, alley or public right-of-way is vacated, ownership of said property conferred by such action shall extend from the right-of-way line to the center of said property, unless otherwise specified.

**Supporting documentation to accompany Vacation of Alley or Street Right of Way Application submitted by Cynthia Bradford (2900 E. Lee St., Pensacola, FL 32503), pursuant to Code of Ordinances, Title XII – Land Development Code Chapter 12-12, Section 12-12-4 Vacation of Streets, alleys (A) Application (3)(b)(1-5)**

**1. Accurate site plan drawn to scale**

See attachment: Boundary Survey for block 61



Boundary  
Survey.pdf

**2. A legal description of the property proposed to be vacated**

A portion of 20 foot alley laying in Block sixty-one (61), EAST PENSACOLA, a subdivision of a portion of Section five (5), Township two (2) South, Range twenty-nine (29) West, in the City of Pensacola, as shown according to the revised map of East Pensacola drawn by J.E. Kauser in January 1893, and recorded in Deed Book 77, Page(s) 520 of the Public Records of Escambia County, Florida.

Portion proposed for vacation is 20 foot alley bound on the west by Perry Avenue and on the east by Pickens Avenue, minus portion of alley immediately abutting LOTS 17 TO 20 BLOCK 61 OR 583/992 P 599/25 EAST PENSACOLA PLAT DB 77 P 520 CA 4.

See attachment: Block 61 Map (requested portion of alley highlighted in yellow)



Block 61 map.pdf

**3. Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney**

See attachments:

- a. Bradford Warranty Deed (2900 E. Lee St. / parcel # 052S295905001061)



Bradford Warranty  
Deed.pdf



- b. Dibella QC Deed (2904 E. Lee St. / parcel #052S295905007061)



Dibella QC Deed.pdf

- c. Bardsley Warranty Deeds #1 & #2 (2906 E. Lee St. / parcel #052S295905013061)



Bardsley Warranty  
Deed #1.pdf



Bardsley Warranty  
Deed #2.pdf

- d. Young Warranty Deed (2905 E. Blount St. / parcel #052S295905021061)



Young Warranty  
Deed.pdf

- e. Brakefield Warranty Deed (2903 E. Blount St. / parcel #052S295905027061)



Brakefield Warrant  
Deed.pdf

- f. Hudson Warranty Deed & Dubois death certificate filing (1098 Bayou Blvd. / parcel #052S295905024061)



Hudson Warranty  
Deed.pdf



Dubois death cert  
screen.pdf

#### 4. Reason for vacation request

The footprint of my existing home is not in compliance with current zoning R1-AAA setback requirements at the rear of my property. The additional 10 feet (which is already fenced into my existing yard), would bring my property into compliance and allow me freedom to pursue dividing and building a new home without need to submit future variance requests. There is a 25+ year old chain length fence running down the middle the length of said alley, along with overgrowth, large trees and personal property of residents. All existing homeowners are homesteaded and currently utilize their portions of the alley, therefore vacating it would allow for legal ownership rights, as well as responsibilities for maintaining the land. The two owners with vacant lots are both preparing to build their homesteaded homes, and vacating would allow for better home site planning.

See attached application for Vacation of Alley Application (Bradford)



Vacation of Alley  
Application (Bradford)

**5. Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated.**

See attachments

- a. Dibella Petition (2904 E. Lee St. / parcel #052S295905007061)



Dibella petition.pdf

- b. Bardsley Petition (2906 E. Lee St. / parcel #052S295905013061)



Bardsley petition.pdf

- c. Young Petition (2905 E. Blount St. / parcel #052S295905021061)



Young petition.pdf

- d. Brakefield Petition (2903 E. Blount St. / parcel #052S295905027061)



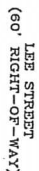
Brakefield  
petition.pdf

- e. Hudson Petition (1098 Bayou Blvd. / parcel #052S295905024061)



Hudson petition.pdf

BLOUNT STREET  
(60' RIGHT-OF-WAY)



## GENERAL NOTES:

- ## LEGEND

GRAPHIC SCALE

**SURVEYOR'S CERTIFICATE:**  
TO TRUFGARANT NATIONAL BANK MICHAEL B. CLARK FIRST INTERNATIONAL  
TITLE, INC.: AND TRUSTOR:

RONALD E. RUBEN II, P.S.M. # 5791

DATE \_\_\_\_\_

## BOUNDARY SURVEY

LOTS 1,2,3,4,5 AND 6, BLOCK 1  
REVISED MAP OF EAST PENSACOLA  
LYING IN SECTION 6,  
TOWNSHIP-2-SOUTH,  
RANGE-29-WEST,  
ESCAMBIA COUNTY, FLORIDA

JOB NO.:	FIELD DATE:	FIELD BOOK:	PAGE:	
17416-15	11/25/15	527	16,17	
PROPERTY ADDRESS:				
00 EAST LEE STREET, PENSACOLA, FLORIDA 32503				
SCALE:	DRAWN BY:	PARTY CHIEF:	APPROVED:	ENCROACHMENTS:



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

NO.1	DATE:	APPROVED BY:	REVISION

JOB NO.  
17416-15

SHEET 1  
OF 1





## PETITION TO VACATE ALLEY ABUTTING PROPERTY

As the legal owner of the below listed property, I am providing this petition letter to accompany Cynthia A. Bradford's application to the City of Pensacola for Vacation of Alley or Street Right of Way. This petition is pursuant to Sec 12-12-4 Vacation of Streets, Alleys (A) ...*Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated.* My property abuts the City of Pensacola Alley bound on the west by Perry Avenue and on the east by Pickens Avenue (EAST PENSACOLA BLK 61 PLAT DB 77 P 520). My signature below constitutes agreement to said request to vacate the alley.

**Address:** 2904 E. Lee. St. Pensacola, FL 32503

**Legal Description:** LTS 7 TO 12 AND W 16 FT 8 IN OF LT 13 BLK 61 EAST PENSACOLA PLAT DB 77 P 520 OR 1528 P 518 OR 3873 P 699 CA 4

**Owner/Co-Owner/Spouse (Print):** Janis Aline DiBella

Janis Aline DiBella  
Signature

June 7-20  
Date

## PETITION TO VACATE ALLEY ABUTTING PROPERTY

As the legal owner of the below listed property, I am providing this petition letter to accompany Cynthia A. Bradford's application to the City of Pensacola for Vacation of Alley or Street Right of Way. This petition is pursuant to Sec 12-12-4 Vacation of Streets, Alleys (A) ...*Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated.* My property abuts the City of Pensacola Alley bound on the west by Perry Avenue and on the east by Pickens Avenue (EAST PENSACOLA BLK 61 PLAT DB 77 P 520). My signature below constitutes agreement to said request to vacate the alley.

**Address:** 2906 E LEE ST, PENSACOLA, FL 32503

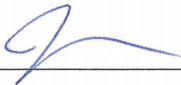
**Legal Description:** E 8 FT 4 IN OF LT 13 AND ALL LTS 14 15 16 BLK 61 EAST PENSACOLA PLAT DB 77 P 520 OR 5811 P 1248 OR 5811 P 1246 CA 4

**Owner/Co-Owner/Spouse (Print):** LUCAS BARDSLEY

  
\_\_\_\_\_  
**Signature**

5/15/20  
\_\_\_\_\_  
**Date**

**Owner/Co-Owner/Spouse (Print):** BERYL BARDSLEY

  
\_\_\_\_\_  
**Signature**

5.15.20  
\_\_\_\_\_  
**Date**

## PETITION TO VACATE ALLEY ABUTTING PROPERTY

As the legal owner of the below listed property, I am providing this petition letter to accompany Cynthia A. Bradford's application to the City of Pensacola for Vacation of Alley or Street Right of Way. This petition is pursuant to Sec 12-12-4 Vacation of Streets, Alleys (A) ...*Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated.* My property abuts the City of Pensacola Alley bound on the west by Perry Avenue and on the east by Pickens Avenue (EAST PENSACOLA BLK 61 PLAT DB 77 P 520). My signature below constitutes agreement to said request to vacate the alley.

**Address:** 2905 E. BLOUNT ST., PENSACOLA, FL 32503

**Legal Description:** LTS 21 22 23 BLK 61 EAST PENSACOLA PLAT DB 77 P 520 OR 4641 P 1518 CA 4

**Owner/Co-Owner/Spouse (Print):** Kurt D. Young

**Signature** Kurt D. Young

**Date** 5/18/2020

**Owner/Co-Owner/Spouse (Print):** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

## PETITION TO VACATE ALLEY ABUTTING PROPERTY

As the legal owner of the below listed property, I am providing this petition letter to accompany Cynthia A. Bradford's application to the City of Pensacola for Vacation of Alley or Street Right of Way. This petition is pursuant to Sec 12-12-4 Vacation of Streets, Alleys (A) ...*Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated.* My property abuts the City of Pensacola Alley bound on the west by Perry Avenue and on the east by Pickens Avenue (EAST PENSACOLA BLK 61 PLAT DB 77 P 520). My signature below constitutes agreement to said request to vacate the alley.

**Address:** 1098 Bayou Blvd., Pensacola, FL 32503

**Legal Description:** LTS 27 28 29 30 & 31 EAST PENSACOLA BLK 61 PLAT DB 77 P 520  
OR 8081 P 1821 LESS OR 3896 P 112 RD R/W CA 4

**Owner/Co-Owner/Spouse (Print):** BART G. HUDSON

Bart G. Hudson  
**Signature**

5/18/2020  
**Date**

**Owner/Co-Owner/Spouse (Print):** \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

## PETITION TO VACATE ALLEY ABUTTING PROPERTY

As the legal owner of the below listed property, I am providing this petition letter to accompany Cynthia A. Bradford's application to the City of Pensacola for Vacation of Alley or Street Right of Way. This petition is pursuant to Sec 12-12-4 Vacation of Streets, Alleys (A) ...*Application for an alley vacation shall be in petition form signed by all property owners abutting the portion of the alley to be vacated.* My property abuts the City of Pensacola Alley bound on the west by Perry Avenue and on the east by Pickens Avenue (EAST PENSACOLA BLK 61 PLAT DB 77 P 520). My signature below constitutes agreement to said request to vacate the alley.

Address: 2903 E. Blount St., Pensacola FL 32503

Legal Description: LTS 24 25 26 EAST PENSACOLA BLK 61 PLAT DB 77 P 520 OR 8280 P 873 LESS OR 3896 P 112 RD R W CA 4

Owner/Co-Owner/Spouse (Print): Jon Brakefield

Jon Brakefield

Signature

5/17/2020

Date

Owner/Co-Owner/Spouse (Print): Lori Brakefield

Lori Brakefield

Signature

5/17/2020

Date

Recorded in Public Records 5/14/2018 4:18 PM OR Book 7899 Page 345,  
Instrument #2018036836, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$18.50 Deed Stamps \$1,771.00

Prepared by and Return to:  
Charlyne Kilpatrick, an employee of  
First International Title, Inc.  
4300 Bayou Blvd., Suite 7  
Pensacola, FL 32503

File No.: 122455-58

## WARRANTY DEED

This indenture made on May 14, 2018, by **Michael B. Clark, an unmarried man**, whose address is: P.O. Box 75123, Cincinnati, OH 45275 hereinafter called the "grantor", to **Cynthia Bradford, an unmarried woman**, whose address is: 2900 East Lee Street, Pensacola, FL 32503 hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Escambia County, Florida**, to-wit:

Lots 1, 2, 3, 4, 5 and 6, Block 61, EAST PENSACOLA, a subdivision of a portion of Section 5, Township 2 South, Range 29 West, in the City of Pensacola, as shown on revised map of East Pensacola drawn by J. E. Kauser in January 1893 and recorded in Deed Book 77, Page(s) 520 of the Public Records of Escambia County, Florida.

Parcel Identification Number: 052S295905001061

**Subject to** all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

**To Have and to Hold**, the same in fee simple forever.

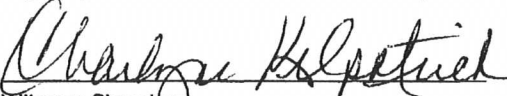
**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2017.

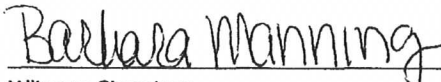
BK: 7899 PG: 346 Last Page

**In Witness Whereof**, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

  
\_\_\_\_\_  
Michael B. Clark

**Signed, sealed and delivered in our presence:**

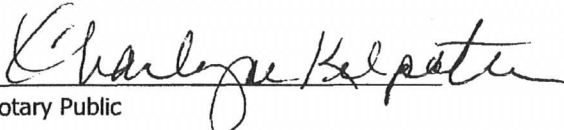
  
\_\_\_\_\_  
Witness Signature  
Print Name: Charlyne Kilpatrick

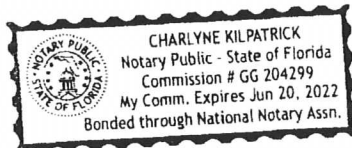
  
\_\_\_\_\_  
Witness Signature  
Print Name: Barbara Manning

State of FLORIDA

County of Escambia

**The Foregoing Instrument Was Acknowledged** before me on the 8<sup>th</sup> day of May 2018, by **Michael B. Clark** who is/are personally known to me or who has/have produced the following as identification: Driver's license.

  
\_\_\_\_\_  
Notary Public





OR Bk3873 Pg0699  
INSTRUMENT 00253633

Prepared by Johnny Dibella  
2121 W. Jackson  
Pensacola, Fl. 32505

D S PD \$0.70  
Mort \$0.00 ASJM \$0.00  
NOVEMBER 20, 1995  
Ernie Lee Magaha,  
Clerk of the Circuit Court  
BY: *[Signature]* D.C.

Form A298

**QUITCLAIM DEED**

THIS QUITCLAIM DEED, Executed this 2nd day of Nov., 19 95

first party, to Aline L. Joseph

whose post office address is 2904 East Lee St. Pensacola Fl. 32503

to second party: Janis Aline Dibella

whose post office address is 1304 Dexter Pensacola Fl. 32507

WITNESSETH, That the said first party, for good consideration and for the sum of Ten Dollars Dollars (\$ 10.00 ) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Escambia, State of Florida to wit:

Lot Seven (7) to Twelve (12), Both inclusive, and the West Sixteen (16) Feet Eight (8) inches of Lot Thirteen (13), in Block Sixty-one (61). East Pensacola, according to map of J.E. Kauser Published in 1893

Instrument 00253633  
Filed and recorded in the  
Official Records  
NOVEMBER 20, 1995  
at 04:25 P.M.  
ERNIE LEE MAGAHA,  
CLERK OF THE CIRCUIT COURT  
Escambia County,  
Florida

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

Signed, sealed and delivered in presence of:

*[Signature: Robert A. Gatz]*  
*[Signature: Sandra P. Henderson]*

FLA. FD J210-013-12-943  
*[Signature: Aline L. Joseph]*  
Aline L. Joseph

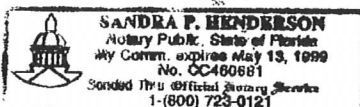
State of Florida  
County of Escambia

On \_\_\_\_\_ before me,

appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature *[Signature: Sandra P. Henderson]*



0 53926 20040 5

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Run-ATHP

(Revised 3/93)

1417

Recorded in Public Records 12/30/2005 at 03:50 PM OR Book 5811 Page 1248,  
Instrument #2005462148, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$18.50 Deed Stamps \$507.50

NOV 5  
307.50  
18.50

Prepared by and return to:  
WILLIAM E. FARRINGTON, II  
Wilson, Haffrell, Farrington & Ford, P.A.  
307 South Palafox Street  
Pensacola, Florida 32502  
WHSB&F# 1-40647

Parcel I.D. Number: 052s29-5905-013-061

## WARRANTY DEED

**KNOW ALL MEN BY THESE PRESENTS**, That **Barbara Benson, an unmarried woman**, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do/does hereby grant, bargain, sell, convey and warrant unto **Lucas A.**

**Bardsley and Beryl J. Bardsley, husband and wife**, whose address is 2906 E. Lee Street, Pensacola, FL 32506; Grantees, Grantee's heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia, State of Florida, to-wit:

**The East 8 feet 4 inches of Lot numbered 13 and all of Lots numbered 14,15 and 16, in Block numbered 61 in East Pensacola, as shown on map of East Pensacola drawn by J.E. Kauser in January 1893 and Recorded at Page 520 of Deed Book 77, of the Public Records of Escambia County, Florida.**

The above described property is not the Constitutional Homestead of the Grantor, she resides in Lufkin, Texas.

and the Grantor does hereby fully warrant the title to said land and will defend the same against lawful claims of all persons whomsoever. Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this 28th Day of December, 2005.

Signed, Sealed and Delivered in the presence of:

Sign: [Signature]  
Print: LISA A. DURANT  
Sign: [Signature]  
Print: Melissa Lafrere

[Signature]  
Barbara Benson by John Robbins, Attorney in Fact

STATE OF FLORIDA  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 28th Day of December, 2005, by John Robbins as Attorney in Fact for **Barbara Benson, an unmarried woman**, who is/are personally known to me or who produced \_\_\_\_\_ as identification and did not take an oath.

**LISA A. DURANT**  
Notary Public - State of FL  
Comm. Exp. 12/10/08  
Comm. No. DD 372043

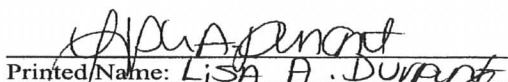
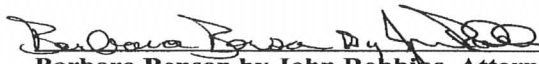
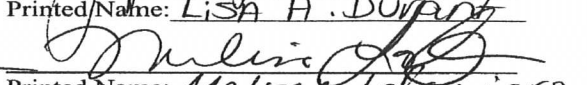
Sign: [Signature]  
Print: LISA A. DURANT  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

**RESIDENTIAL SALES ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances, Chapter 1-29.2, Article V, requires that this disclosure be attached, along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the county of the veracity of any disclosure statement.

**NAME OF ROADWAY: E. LEE STREET****LEGAL ADDRESS OF:** 2906 E. Lee Street,  
Pensacola, FL 32503The County ( **X** ) has accepted ( ) has not accepted the abutting roadway for maintenance.

This form completed by:

WILSON, HARRELL, SMITH, BOLES &  
FARRINGTON, P.A.  
307 South Palafox Street  
Pensacola, Florida 32501**AS TO SELLER(S):****WITNESSES TO SELLER(S):**  
Helen Forman  
Printed Name: Lisa A. Durant  
Barbara Benson by John Robbins, Attorney  
in Fact  
Printed Name: Melissa Lachiere**AS TO BUYER(S):****WITNESSES TO BUYER(S):**  
Lucas A. Bardsley  
Printed Name: W. Farrington  
Beryl J. Bardsley  
Printed Name: Lisa A. Durant

This form approved by the  
Escambia County Board  
of County Commissioners  
Effective: 4/15/95

Recorded in Public Records 12/30/2005 at 03:50 PM OR Book 5811 Page 1246,  
Instrument #2005462147, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$18.50 Deed Stamps \$507.50

18.50  
507.50  
Prepared by and return to:  
WILLIAM E. FARRINGTON, II  
Wilson, Harrell, Farrington & Ford, P.A.  
307 South Palafox Street  
Pensacola, Florida 32502  
WHSB&F# 1-40647

Parcel I.D. Number: 052s29-5905-013-061

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That **Helen Forman**, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do/does hereby grant, bargain, sell, convey and warrant unto **Lucas A. Bardsley and Beryl J. Bardsley, husband and wife**, whose address is 2906 E. Lee Street, Pensacola, FL 32506; Grantees, Grantee's heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia, State of Florida, to-wit:

**The East 8 feet 4 inches of Lot numbered 13 and all of Lots numbered 14,15 and 16, in Block numbered 61 in East Pensacola, as shown on map of East Pensacola drawn by J.E. Kauser in January 1893 and Recorded at Page 520 of Deed Book 77, of the Public Records of Escambia County, Florida.**

The above described property is not the Constitutional Homestead of the Grantor, she resides in Lufkin, Texas.

and the Grantor does hereby fully warrant the title to said land and will defend the same against lawful claims of all persons whomsoever. Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th Day of December, 2005.

Signed, Sealed and Delivered in the presence of:

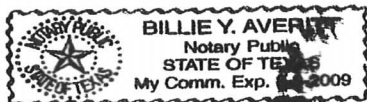
Sign: Shari Lanham  
Print: Shari Lanham

Sign: Mary W. Albersin  
Print: MARY W. ALBERSIN

Helen Forman  
Helen Forman

STATE OF TEXAS  
COUNTY OF Angellina

The foregoing instrument was acknowledged before me this 28th Day of December, 2005, by **Helen Forman**, who is/are personally known to me or who produced (personally known to notary) as identification and did not take an oath.



Sign: Billie Y. Averitt  
Print: BILLIE Y. AVERITT  
NOTARY PUBLIC  
My Commission Expires: 12/31/09  
My Commission Number: 00436358-4



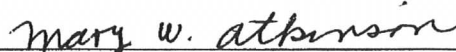
800 7151467

**RESIDENTIAL SALES ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances, Chapter 1-29.2, Article V, requires that this disclosure be attached, along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the county of the veracity of any disclosure statement.

**NAME OF ROADWAY: E. LEE STREET****LEGAL ADDRESS OF:** 2906 E. Lee Street,  
Pensacola, FL 32503The County ( **X** ) has accepted ( ) has not accepted the abutting roadway for maintenance.

This form completed by:

WILSON, HARRELL, SMITH, BOLES &  
FARRINGTON, P.A.  
307 South Palafox Street  
Pensacola, Florida 32501**AS TO SELLER(S):**  
\_\_\_\_\_  
**Helen Forman****WITNESSES TO SELLER(S):**  
\_\_\_\_\_  
Printed Name: Shari Lanham  
  
\_\_\_\_\_  
Printed Name: MARY W. ATKINSON**AS TO BUYER(S):**\_\_\_\_\_  
**Lucas A. Bardsley**\_\_\_\_\_  
**Beryl J. Bardsley****WITNESSES TO BUYER(S):**\_\_\_\_\_  
Printed Name: \_\_\_\_\_\_\_\_\_\_  
Printed Name: \_\_\_\_\_

This form approved by the  
Escambia County Board  
of County Commissioners  
Effective: 4/15/95

**This Warranty Deed**

Made this 14th day of December A.D. 2000  
by Owen J. Melody and Julia T. Cadenhead,  
Trustees of the Melody-Cadenhead  
Revocable Trust dated August 23, 1999

hereinafter called the grantor, to  
Kurt D. Young, unmarried

whose post office address is:  
2905 East Blount Street  
Pensacola, Florida 32503  
Grantees' [REDACTED]

hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$ 10.00  
and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia  
County, Florida, viz:

Lots 21, 22 and 23, Block 61, East Pensacola, a Subdivision of a  
portion of Section 5, Township 2 South, Range 29 West, Escambia  
County, Florida, according to the revised map of J. E. Kauser in  
January 1893, as recorded in Deed Book 77 at page 520, of the  
Public Records of said County.

**SUBJECT TO covenants, restrictions, easements of record and taxes for  
the current year.**

**Parcel Identification Number: 05-28-29-5905-021-061**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.  
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2000

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]  
Name: I. B. ROSARO

[Signature]  
Name: Joanne Gunn

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

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

[Signature]  
Name & Address: Owen J. Melody, Trustee LS

[Signature]  
Name & Address: Julia T. Cadenhead, Trustee LS

Name & Address: \_\_\_\_\_ LS

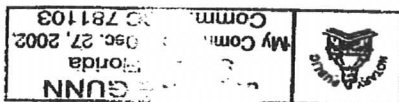
Name & Address: \_\_\_\_\_ LS

State of Florida  
County of Escambia

3142 Runnymede Road  
Pensacola, FL 32504

The foregoing instrument was acknowledged before me this 14th day of December, 2000, by  
Owen J. Melody and Julia T. Cadenhead, Trustees of the  
Melody-Cadenhead Revocable Trust dated August 23, 1999

who is personally known to me or who has produced a current driver's license as identification.

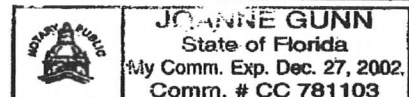


[Signature]  
Notary Public

Print Name:

My Commission Expires:

**THIS INSTRUMENT PREPARED BY:**  
Peggy S. Owens, an employee of  
Lawyers Title Agency of North Florida, Inc.  
2100 Creighton Road  
Pensacola, Florida 32504  
File No: 3A-61515



WD-1  
5/93

1422

Recorded in Public Records 4/15/2020 11:34 AM OR Book 8280 Page 873,  
Instrument #2020031171, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$27.00 Deed Stamps \$1,225.00

Prepared by and return to:  
Richard Hill Turner, III

Whibbs Stone & Barnett, P.A.  
801 W. Romana Street Unit C  
Pensacola, FL 32502  
850-434-5395  
File Number: 20-288137  
Will Call No.:

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made this 10th day of April, 2020 between **Bart Grover Hudson**, a single man whose post office address is 712 Bay Blvd, Pensacola, FL 32503, grantor, and **Jon F Brakefield and Lori D Brakefield, husband and wife** whose post office address is 325 Man O War Circle, Cantonment, FL 32533, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida to-wit:

Lots twenty-four (24), twenty-five (25), twenty-six (26), all in Block sixty-one, (61), East Pensacola, a subdivision of a portion of Section five (5), township two(2) South, Range Twenty-nine (29) West, in Escambia County, Florida, according to the revised map of East Pensacola drawn by J. E. Kauser in January 1893, and recorded in Deed Book 77, Page 520, of the records of said County.

**Parcel Identification Number: 052S295905027061**

**Subject to** covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessment for the year 2020 and subsequent years; and all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

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

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:



BK: 8280 PG: 874

RD  
Witness Name: Richard Turner  
Terry Duffy  
Witness Name: TERRY DUFFY

Bart Grover Hudson (Seal)  
Bart Grover Hudson

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of April, 2020 by Bart Grover Hudson, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]

RD  
Notary Public

Printed Name: Richard Turner

My Commission Expires: \_\_\_\_\_





BK: 8280 PG: 875 Last Page

## RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

**ATTENTION:** Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinance Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: 2903 E. Blount Street, Pensacola, FL 32503  
Legal Address of Property: 2903 E. Blount Street, Pensacola, FL 32503

The County ( ) has accepted (X) has not accepted the abutting roadway for maintenance.

This form completed by: Whibbs Stone Barnett, P.A.  
801 W. Romana St., Unit C  
Pensacola, FL 32502

### AS TO SELLER(S):

Witness Name: Richard Turner

Witness Name: TERRI DUFFY

Bart Grover Hudson (Seal)  
Bart Grover Hudson

### AS TO BUYER(S):

Witness Name: Richard Turner

Witness Name: TERRI DUFFY

Jon F. Brakefield (Seal)  
Jon F. Brakefield

Witness Name: Richard Turner

Witness Name: TERRI DUFFY

Lori D. Brakefield (Seal)  
Lori D. Brakefield

Recorded in Public Records 4/22/2019 1:46 PM OR Book 8081 Page 1821,  
Instrument #2019034548, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$18.50 Deed Stamps \$1,400.00

Prepared by:

William E. Farrington, II  
Wilson, Harrell, Farrington, Ford, et.al., P.A.  
307 South Palafox Street  
Pensacola, Florida 32502

File Number: 1-53777

### General Warranty Deed

Made this April 22, 2019 A.D., By **Robert L. Hubbard and Kathy K. Hubbard, husband and wife**, whose post office address is: 1401 East Gadsden Street, Pensacola, Florida 32501, hereinafter called the grantor, to **Bart Grover Hudson and Dean Carlton Dubois, a married couple**, whose post office address is: 5810 Ipswich Road, Bethesda, Maryland 20814, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

**See Attached EXHIBIT "A"**

Said property is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon.

Parcel ID Number: **052S29-5905-024-061**

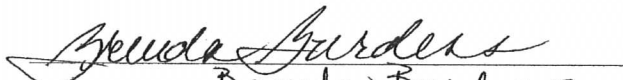
**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

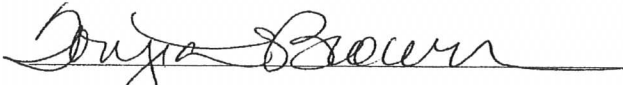
**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2018.

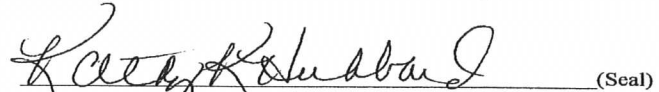
**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

*Signed, sealed and delivered in our presence:*

  
Witness Printed Name Brenda Burdess

 (Seal)  
Robert L. Hubbard

  
Witness Printed Name Tenja Brown


 (Seal)  
Kathy K. Hubbard

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 22nd day of April, 2019, by Robert L. Hubbard and Kathy K. Hubbard, husband and wife, who is/are personally known to me or who has produced driver license as identification.



TONJIA BROWN  
Commission # GG 302994  
Expires April 13, 2023  
Bonded thru Budget Notary Services

  
Notary Public  
Print Name: Tonja Brown  
My Commission Expires: \_\_\_\_\_

BK: 8081 PG: 1822 Last Page

**Exhibit "A"**

Lots 27, 28, 29, 30, and 31, Block 61, East Pensacola Heights, a subdivision of a portion of Section five (5), Township two (2) South, Range twenty-nine (29) West, in Escambia County, Florida, as shown according to the revised map of East Pensacola drawn by J. E. Kauser in January, 1893, and recorded in Deed Book 77, Page 520 of the records of said county.

**LESS AND EXCEPT**

A parcel of land situate, lying and being in Section 5, Township 2 South, Range 29 West, Escambia County, Florida, being described as follows: Commence at a 5/8 inch iron rod marking the Northwest corner of Lot 27, Block 61 of the Revised map of East Pensacola as recorded in Deed Book 77, Page 520 of the Public Records of Escambia County, Florida, and being the point of intersection of the existing Southerly right of way line (60 foot right of way) of Blount Street with the existing easterly right of way line (right of way varies) of Perry Avenue; thence South 48 degrees 11 minutes 38 seconds West 74.13 feet along said existing easterly right of way line to the POINT OF BEGINNING; thence continue South 48 degrees 11 minutes 38 seconds West 25.82 feet along said existing easterly right of way line; thence South 02 degrees 50 minutes 13 seconds West 70.00 feet along said existing easterly right of way line; thence departing said existing easterly right of way line, run South 87 degrees 10 minutes 44 seconds East 1.22 feet to the beginning of a non-tangent curve, concave easterly, having a radius of 388.26 feet; thence from a tangent bearing of North 07 degrees 12 minutes 25 seconds East, run northeasterly 89.99 feet along said curve, through a central angle of 13 degrees 16 minutes 49 seconds to end of curve, and POINT OF BEGINNING.

File Number: 1-53777

## Cynthia Cannon

---

**From:** Annie Bloxson  
**Sent:** Thursday, May 28, 2020 7:35 AM  
**To:** Cynthia Cannon  
**Subject:** RE: 2900 E. Lee St. Vacation of Alley

Good Morning,

I do not oppose to the Vacation of Alley request at 2900 E. Lee Street.

Respectfully,

### Annie Bloxson

Fire Marshal

Visit us at [PensacolaFire.com](http://PensacolaFire.com)

475 E. Strong St.

Pensacola, FL 32501

Office: 850.436.5200

[abloxson@cityofpensacola.com](mailto:abloxson@cityofpensacola.com)



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**From:** Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>

**Sent:** Thursday, May 21, 2020 2:22 PM

**To:** Amy Hargett <[ahargett@cityofpensacola.com](mailto:ahargett@cityofpensacola.com)>; Andre Calaminus (ECUA) <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Annie Bloxson <[ABloxson@cityofpensacola.com](mailto:ABloxson@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Brian Cooper <[bcooper@cityofpensacola.com](mailto:bcooper@cityofpensacola.com)>; Chris Mauldin <[CMauldin@cityofpensacola.com](mailto:CMauldin@cityofpensacola.com)>; Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>; Derrik Owens <[DOwens@cityofpensacola.com](mailto:DOwens@cityofpensacola.com)>; Diane Moore <[DMoore@cityofpensacola.com](mailto:DMoore@cityofpensacola.com)>; Heather Lindsay <[HLindsay@cityofpensacola.com](mailto:HLindsay@cityofpensacola.com)>; Jonathan Bilby <[JBilby@cityofpensacola.com](mailto:JBilby@cityofpensacola.com)>; Karl Fenner (AT&T) <[KF5345@att.com](mailto:KF5345@att.com)>; Kellie L. Simmons (Gulf Power) <[kellie.simmons@nexteraenergy.com](mailto:kellie.simmons@nexteraenergy.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>; Leslie Statler <[LStatler@cityofpensacola.com](mailto:LStatler@cityofpensacola.com)>; Miriam Woods <[MWoods@cityofpensacola.com](mailto:MWoods@cityofpensacola.com)>; Paul A Kelly (GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Ryan J. Novota <[RNovota@cityofpensacola.com](mailto:RNovota@cityofpensacola.com)>; Sherry Morris

1428

## Cynthia Cannon

---

**From:** Derrik Owens  
**Sent:** Wednesday, May 20, 2020 1:43 PM  
**To:** Cynthia Cannon  
**Subject:** RE: 2900 E. Lee St. Vacation of Alley

No issue with the request...thx

**From:** Cynthia Cannon <CCannon@cityofpensacola.com>  
**Sent:** Wednesday, May 20, 2020 12:38 PM  
**To:** Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>  
**Subject:** 2900 E. Lee St. Vacation of Alley

Good Afternoon All,

Please see the attached application before the Planning Board for a Vacation of Right of Way request at 2900 E. Lee Street. If you could submit your comments by Wednesday May 27, 2020 it would be greatly appreciated.

Thank you,

**Cynthia Cannon, AICP**

*Assistant Planning Director*

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435-1670

[ccannon@cityofpensacola.com](mailto:ccannon@cityofpensacola.com)



FLORIDA'S FIRST & FUTURE

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## Cynthia Cannon

---

**From:** Jonathan Bilby  
**Sent:** Thursday, May 21, 2020 4:37 PM  
**To:** Cynthia Cannon  
**Subject:** RE: 2900 E. Lee St. Vacation of Alley

No issues with me.

**From:** Cynthia Cannon  
**Sent:** Thursday, May 21, 2020 2:22 PM  
**To:** Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>  
**Subject:** 2900 E. Lee St. Vacation of Alley

Good Afternoon All,

I'm resending the attached Vacation of ROW application for 2900 E. Lee St because all of the attachments didn't transfer properly in my previous email. This is a request to the Planning Board for a Vacation of Right of Way at 2900 E. Lee Street.

If you could please submit your comments by Wednesday May 27, 2020 it would be greatly appreciated.

Thank you,

**Cynthia Cannon, AICP**  
*Assistant Planning Director*  
Visit us at <http://cityofpensacola.com>  
222 W Main St.  
Pensacola, FL 32502  
Office: 850.435-1670  
[ccannon@cityofpensacola.com](mailto:ccannon@cityofpensacola.com)



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## Cynthia Cannon

---

**From:** Diane Moore  
**Sent:** Tuesday, May 26, 2020 8:46 AM  
**To:** Cynthia Cannon  
**Subject:** RE: 2900 E. Lee St. Vacation of Alley

Pensacola Energy has no gas facilities within the alleyway between Lee and Blount Street behind the property at 2900 E. Lee St.

Thanks,  
Diane

Diane Moore | Gas Distribution Engineer  
Pensacola Energy | 1625 Atwood Drive, Pensacola, FL 32514  
Desk: 850-474-5319 | Cell: 850-324-8004 | Fax: 850-474-5331  
Email: [dmoore@cityofpensacola.com](mailto:dmoore@cityofpensacola.com)

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

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**From:** Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>

**Sent:** Thursday, May 21, 2020 2:22 PM

**To:** Amy Hargett <[ahargett@cityofpensacola.com](mailto:ahargett@cityofpensacola.com)>; Andre Calaminus (ECUA) <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Annie Bloxson <[ABloxson@cityofpensacola.com](mailto:ABloxson@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Brian Cooper <[bcooper@cityofpensacola.com](mailto:bcooper@cityofpensacola.com)>; Chris Mauldin <[CMauldin@cityofpensacola.com](mailto:CMauldin@cityofpensacola.com)>; Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>; Derrik Owens <[DOwens@cityofpensacola.com](mailto:DOwens@cityofpensacola.com)>; Diane Moore <[DMoore@cityofpensacola.com](mailto:DMoore@cityofpensacola.com)>; Heather Lindsay <[HLindsay@cityofpensacola.com](mailto:HLindsay@cityofpensacola.com)>; Jonathan Bilby <[JBilby@cityofpensacola.com](mailto:JBilby@cityofpensacola.com)>; Karl Fenner (AT&T) <[KF5345@att.com](mailto:KF5345@att.com)>; Kellie L. Simmons (Gulf Power) <[kellie.simmons@nexteraenergy.com](mailto:kellie.simmons@nexteraenergy.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>; Leslie Statler <[LStatler@cityofpensacola.com](mailto:LStatler@cityofpensacola.com)>; Miriam Woods <[MWoods@cityofpensacola.com](mailto:MWoods@cityofpensacola.com)>; Paul A Kelly (GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Ryan J. Novota <[RNovota@cityofpensacola.com](mailto:RNovota@cityofpensacola.com)>; Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>; Stephen Kennington (AT&T) <[sk1674@att.com](mailto:sk1674@att.com)>

**Subject:** 2900 E. Lee St. Vacation of Alley

Good Afternoon All,



## Cynthia Cannon

---

**From:** Andre Calaminus <andre.calaminus@ecua.fl.gov>  
**Sent:** Wednesday, May 27, 2020 8:01 AM  
**To:** Cynthia Cannon  
**Subject:** [EXTERNAL] RE: 2900 E. Lee St. Vacation of Alley

### THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Good morning Cynthia,

ECUA has no comment on the subject right-of-way vacation request. ECUA does not have any facilities in the alleyway and will not require an easement to be retained.

Thanks,

**Andre Calaminus | Right of Way Agent | Emerald Coast Utilities Authority |**  
P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: [www.ecua.fl.gov](http://www.ecua.fl.gov) |  
Phone: (850) 969-5822 | Fax: (850) 969-6511 |

**From:** Cynthia Cannon <CCannon@cityofpensacola.com>  
**Sent:** Thursday, May 21, 2020 2:22 PM  
**To:** Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>  
**Subject:** 2900 E. Lee St. Vacation of Alley

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Good Afternoon All,

I'm resending the attached Vacation of ROW application for 2900 E. Lee St because all of the attachments didn't transfer properly in my previous email. This is a request to the Planning Board for a Vacation of Right of Way at 2900 E. Lee Street.

If you could please submit your comments by Wednesday May 27, 2020 it would be greatly appreciated.

Thank you,

**Cynthia Cannon, AICP**  
*Assistant Planning Director*  
Visit us at <http://cityofpensacola.com>

1432



## Cynthia Cannon

---

**From:** Simmons, Kellie <Kellie.Simmons@nexteraenergy.com>  
**Sent:** Tuesday, May 26, 2020 9:41 AM  
**To:** Cynthia Cannon  
**Subject:** [EXTERNAL] RE: 2900 E. Lee St. Vacation of Alley

### THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Below is from our Engineering Dept.:

As long as I am interpreting the vacation correctly in that each property owner along the alleyway will gain 10' of the strip along their property frontage. This would allow the only pole in the alleyway to then be located on the property of the house it serves. See the picture below for clarification.

If this is the case then we would not need an easement for this strip.

If you need anything further, please let me know.

Thank you,



**Gulf Power®**

*Kellie G. Simmons*

Sr. Corporate Real Estate Representative

Office – (850) 444-6870

Cell - (850) 549-1134

**From:** Cynthia Cannon <CCannon@cityofpensacola.com>

**Sent:** Thursday, May 21, 2020 2:22 PM

**To:** Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Simmons, Kellie <Kellie.Simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Miriam Woods <MWoods@cityofpensacola.com>; Paul A Kelly(GIS) <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T) <sk1674@att.com>

**Subject:** 2900 E. Lee St. Vacation of Alley

Caution - External Email ([ccannon@cityofpensacola.com](mailto:ccannon@cityofpensacola.com))

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## **MINUTES OF THE PLANNING BOARD**

**June 9, 2020**

**MEMBERS PRESENT:** Chairperson Paul Ritz, Board Member Grundhoefer, Board Member Murphy, Board Member Wiggins

**MEMBERS VIRTUAL:** Vice Chairperson Larson

**MEMBERS ABSENT:** Board Member Powell, Board Member Sampson

**STAFF PRESENT:** Assistant Planning Director Cannon, Senior Planner Statler, Assistant City Attorney Lindsay, Historic Preservation Planner Harding

**OTHERS VIRTUAL:** Christy Cabassa, Scott Sallis, Cynthia Bradford, Ryan Norenberg

### **AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from May 12, 2020.
- **New Business:**
  1. **57 S. 9th Avenue - Gateway Review District - New Two Story Townhouse**
  2. **29 N. 9th Avenue – Gateway Review District – New Three Story Mixed-Use Building**
  3. **Request for Vacation of Right-of-Way – 2900 E. Lee Street between Perry Avenue and Pickens Avenue**
  4. **Request for License to Use Right-of-Way – 2110 E. Lakeview Avenue**
- Open Forum
- Discussion on the Proposed Amendment to the Tree Ordinance
- Adjournment

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

Chairperson Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the virtual Board meeting.

### **Approval of Meeting Minutes**

**Board Member Wiggins made a motion to approve the May 12, 2020 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.**

### **New Business**

#### **57 S. 9TH AVENUE - GATEWAY REVIEW DISTRICT - NEW TWO STORY TOWNHOUSE**

Assistant Planning Director Cannon stated this item was in the GRD-1 which was in the Aragon redevelopment area. Ms. Cabassa presented to the Board and stated this was a single family residence attached to the Aragon Winebar, and they had received preliminary Aragon approval. There would be an out building for a garage connected with a breezeway and courtyard. All setbacks and heights had met the Aragon requirements. Chairperson Ritz advised this would be a great addition to that area. Board Member Grundhoefer indicated he had talked with the Aragon Review Committee Chairperson who said it had passed the Aragon requirements. Board Member Wiggins explained she had no concerns with the products of this designer. **Board Member Wiggins made a motion to approve, seconded by Board Member Grundhoefer, and it carried unanimously.**

#### **29 N. 9TH AVENUE – GATEWAY REVIEW DISTRICT – NEW THREE STORY MIXED-USE BUILDING**

Chairperson Ritz was glad to see some infill and stated he would not hesitate to support any project presented by Mr. Sallis. Mr. Sallis presented to the Board and stated the project was submitted to the Aragon Review Committee 27 days ago, and he expected a response within the next few days. He also stated the space was very generic right now and they had no tenant at this time. Chairperson Ritz explained this project would make it a more unified streetscape. Mr. Sallis confirmed if the rooftop was eliminated, it would return for an abbreviated review and Aragon approval would still apply. **Board Member Wiggins made a motion to approve, seconded by Board Member Grundhoefer, and it carried unanimously.**

#### **REQUEST FOR VACATION OF RIGHT-OF-WAY – 2900 E. LEE STREET BETWEEN PERRY AVENUE AND PICKENS AVENUE**

Chairperson Ritz pointed out the alleyway was not effective for vehicles, but the request here would give the property owners what would have been the property of the citizens of Pensacola. He suggested the right-of-way was probably not being used as intended and did not see any negative issues. It was pointed out that one property owner (2907 E. Blount) had not signed the petition to vacate; the property had been verified as vacant. Ms. Bradford addressed the Board and stated a chain link fence runs the entire length, and looked like it had not been traversed in 50 years. The owner of 2907 E. Blount could not be located, and ECUA had verified that home was abandoned. Chairperson Ritz explained the property owners of record had participated in this request. Staff indicated neighbors within 300' had been notified of this request. Chairperson Ritz advised if approved, this request would proceed to the Council for two readings prior to final approval.

Mr. DiBella advised the alleyway was the only way to access his property. Assistant City Attorney Lindsay advised Mr. DiBella's wife's name was on this deed, and there was access from the street with no requirement for the property to be accessed from the alley.

Mr. DiBella was a building contractor who needed access to the rear of the property. However, Chairperson Ritz advised Ms. DiBella had signed the petition to be a part of the vacation. He asked if Mr. DiBella was occupying any portion of the right-of-way, and Mr. DiBella stated he was not, but the fence was on their property line. Board Member Wiggins asked why his wife signed the petition, and Mr. DiBella stated she did not want to offend Ms. Bradford, but they had not talked together about it. It was determined Ms. DiBella's signature was received within the last few days. Board Member Murphy asked if the entire yard was fenced, was there a gate, and Mr. DiBella advised there was one which was overgrown in bushes. The property had been cleared, and the terrain was left unstable and impassable. Assistant City Attorney Lindsay clarified that Ms. DiBella owns the land, they live separately and homestead their separate residences. Chairperson Ritz explained if this matter proceeded to Council, Mr. and Mrs. DiBella could speak to Council on their concerns. **Board Member Wiggins made a motion to approve the vacation, seconded by Board Member Murphy, and it carried unanimously.**

#### **REQUEST FOR LICENSE TO USE RIGHT-OF-WAY – 2110 E. LAKEVIEW AVENUE**

For clarification, Assistant Planning Director Cannon explained the difference between a right-of-way and an LTU.

Ryan Norenberg has requested to install a 4' black aluminum fence across the front of his home, located no closer than 10' across the edge of Lakeview Avenue. Chairperson Ritz indicated there were lots of places along Lakeview without sidewalks; the City is adding sidewalks as they go along, but with LTU's and fences, the City would not be able to complete the sidewalks easily. He would like to see LTUs for general public use and not necessarily to close off spaces.

Board Member Murphy agreed that the City was trying to make neighborhoods more walkable, and this would reduce the ability to construct sidewalks especially in this area, and she felt it was important to keep this open. Board Member Grundhoefer agreed this was such a thoroughfare, it would be the next logical street for sidewalks, and a fence should be placed on their private property.

Mr. Norenberg addressed the Board and in looking at the aerial view, noted how close his house was to the front of the property. He was asking to enclose as much as possible to protect his children and the dog. Since there was slim to no chance for traffic calming, this seemed the best idea. Chairperson Ritz advised his house was 15' from the edge of the public sidewalk and could not support the request for an LTU. Board Member Wiggins advised the applicant that proceeding with a right-of-way vacation would substantially increase the property taxes, but she could not support the LTU. Board Member Murphy mentioned another reason for concern was the addition of a metal fence might be a potential sight safety issue with drivers attempting to turn right from Magnolia onto Lakeview.

**Board Member Grundhoefer made a motion to deny, seconded by Board Member Murphy.** Chairperson Ritz confirmed this item would proceed to Council as a recommendation. **The motion then carried unanimously.**

#### **Open Forum – None**

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

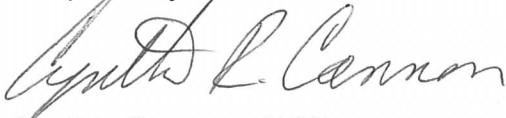
Chairperson Ritz advised 2019 House Bill 1159 was circulated, and he read it as a lay person. Board Member Wiggins wanted to make sure anything the Board did fell within

the State law.

Ms. Murphy addressed the Board and stated she attended a private workshop with Lyssa Hall from Arizona, and the University of Florida professors will probably come in August for workshops; Lyssa Hall would participate virtually. She has asked key people for locations to allow workshops to be centrally located for public input. Chairperson Ritz had attended the virtual meeting; his takeaway was the botanical names for plantings, and the species list was not as accurate as it could be. He emphasized the City has a current tree ordinance, and the State has rulings and laws as well. Board Member Murphy hoped to have specific dates before the next Board meeting which would be forwarded to the Board members.

**Adjournment** – With no further business, Chairperson Ritz thanked the Board for its patience with the change in methods of physical and virtual participation and adjourned the meeting at 3:06 pm.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Cynthia Cannon".

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary to the Board

PROPOSED  
ORDINANCE NO. 31-20

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND  
VACATING A PORTION OF THE ALLEYWAY LOCATED IN  
BLOCK 61, EAST PENSACOLA; IN PENSACOLA,  
ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING  
FOR SEVERABILITY; REPEALING CLAUSE; AND  
PROVIDING AN EFFECTIVE DATE.

WHEREAS, a public hearing was held on July 16, 2020, as to the vacation of a portion of the alleyway located in Block 61, East Pensacola; Pensacola, Escambia County, Florida; and

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

A portion of that certain twenty (20) foot alley bound on the west by Perry Avenue and on the east by Pickens Avenue, less and except that portion of alley immediately abutting LOTS 17 TO 20 of BLOCK 61, EAST PENSACOLA, a subdivision of a portion of Section 5, Township 2 South, Range 29 West, lying and being in Escambia County, Florida, as shown according to the revised map of East Pensacola drawn by J.E. Kauser in January 1893, and recorded in Deed Book 77, Page(s) 520 of the Public Records of Escambia County, Florida.

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

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



SECTION 4. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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

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

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

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

Attest:

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 34-20

City Council

8/13/2020

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 34-20 - CREATING SECTION 2-3-5 OF THE CODE OF THE CITY OF PENSACOLA, RELATED TO THE DISPOSITION OF SENSITIVE PROPERTIES

**RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 34-20 on second reading:

AN ORDINANCE CREATING SECTION 2-3-5 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, RELATED TO THE PRESERVATION OF SENSITIVE CITY-OWNED PROPERTIES; PROVIDING FOR ASSESSMENT OF HISTORICAL, ARCHAEOLOGICAL, ARCHITECTURAL, AND ENVIRONMENTAL CHARACTERISTICS OF REAL PROPERTY PRIOR TO DISPOSITION; PROVIDING FOR PUBLIC HEARING PRIOR TO DISPOSITION OF SENSITIVE PROPERTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In the past, several City waterfront and water view properties were disposed of for private development. City-owned property with waterfront access and water view throughout the City of Pensacola are valuable public assets. Further, these properties possibly possessed sensitive historic resources from the site of the 1559 De Luna Settlement in addition to their waterfront proximity. Historic resources, especially those from America's first European settlement, have an important public role in our city's heritage and sense of place. There is a strong public purpose to preserving historical, archaeological, architectural, and environmental resources owned by the citizens of the City of Pensacola. City-owned properties containing sensitive historical, cultural, and environmental resources warrant protection and preservation within the public realm.

The Mayor's Office requested that staff prepare an ordinance for Council's consideration, restricting divesting any City-owned properties deemed to contain the resources described above. To protect these city-owned resources, an assessment is proposed for each asset prior to selling, terminating, vacating, abandoning, or otherwise disposing of that asset, with a public hearing to occur for publ 1440



input prior to action by the City Council on any asset that is determined to be sensitive as defined in this ordinance.

**PRIOR ACTION:**

February 11, 1999: City Council adopted code section 12-2-27, Bayou Texar shoreline protection district, which states in subsection G, "All extensions of street rights-of-way which are perpendicular to or otherwise intersect Bayou Texar within the shoreline protection zone shall be reserved for public use unless officially vacated by city council action."

June 18, 2015: City Council adopted code section 2-3-4, Disposition of property south of Bayfront/Main Streets, which provides certain protection to real property owned by the City or the CRA and located south of Bayfront/Main streets between the Pensacola Bay Bridge and A Street.

July 16, 2020 - The City Council voted to approve Proposed Ordinance No. 34-20 on first reading.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

7/2/2020

**STAFF CONTACT:**

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

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 34-20

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 34-20

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 2-3-5 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, RELATED TO THE PRESERVATION OF SENSITIVE PROPERTIES; PROVIDING FOR ASSESSMENT OF HISTORICAL, ARCHAEOLOGICAL, ARCHITECTURAL, AND ENVIRONMENTAL CHARACTERISTICS OF REAL PROPERTY PRIOR TO DISPOSITION; PROVIDING FOR PUBLIC HEARING PRIOR TO DISPOSITION OF SENSITIVE PROPERTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola seeks to preserve public access to water view and waterfront property, and to preserve historical, archaeological, architectural and environmental resources, and therefore to restrict disposition of real property interests unless the City Council has determined a public purpose is served;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 2-3-5 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 2-3-5 – Disposition of Sensitive Properties.

- (a) Except as provided in this section, real property within the city limits, in which the city has ownership rights, including but not limited to improved lots, vacant lots, easements, alleys, or rights-of-way, shall not be sold, terminated, vacated, abandoned or otherwise disposed of in such a manner that the city no longer has a property right to enforce, if any of the following characteristics applies:
- (1) The property in question is adjacent to water or provides a water view; or
  - (2) The property in question has been designated by the city council as having historical, archaeological, or architectural significance either because of historic events in the vicinity or because of a structure on the property; or

- (3) The property in question has been designated by the city council as having significance as an environmental resource for preservation.

Properties possessing any of these characteristics are classified as sensitive properties.

- (b) Whenever the city receives a request to consider disposing of any interest in real property, the mayor shall assess whether the real property in question is a sensitive property by determining if the property

(1) abuts a navigable waterway, has water access or has water views;

(2) has any historical, archaeological, architectural, or environmental value; or

(3) should remain undeveloped except for the public's passive enjoyment, education, and research as long as the property remains within the city's ownership and control.

- (c) In assessing whether property has significant historical, archaeological, architectural or environmental value, the mayor shall consult and rely upon professional historic, archaeological, architectural, and environmental standards and resources and provide the city council with documentation of the resources used in the formulation of the mayor's report and recommendation, including but not limited to the following:

(1) Whether the property includes historic structures or buildings eligible or potentially eligible for listing in the National Register of Historic Places;

(2) Whether the property contains material remains of Native American archaeological sites that are eligible or potentially eligible for listing in the National Register of Historic Places;

(3) Whether the property contains material remains of or contemporaneous to the 1559 Spanish landing and settlement site of Tristán de Luna;

(4) Whether the property contains material remains of past settlements, fortifications, or occupations eligible or potentially eligible for listing in the National Register of Historic Places; and

(5) Whether the property should be preserved to promote sustainable development, water quality, air quality, erosion prevention, stormwater management, or for other environmental or public safety reasons.

- (d) Upon completion of the assessment, the mayor shall submit to the city council a report and recommendation concerning the real property or property interest that is the subject of the request to sell, terminate, vacate or abandon, or otherwise

dispose of in such a manner that the city no longer has a property interest to enforce.

- (e) The city council shall conduct a public hearing at which the public is invited to provide input on the mayor's report and recommendation prior to the city council voting to sell, terminate, vacate, abandon, or otherwise dispose of rights in the real property assessed in the mayor's report.
- (f) Following the public hearing, the city council may determine to take any action deemed appropriate as to the request to sell, terminate, vacate, abandon, or otherwise dispose of rights in the real property assessed in the mayor's report, including but not limited to accepting or rejecting in whole or in part the mayor's recommendation; provided, the city council shall make findings in support of the city council's determination as to the public purpose supporting its action in response to the request.

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

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

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

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

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

Attest:

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 35-20

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 35-20 - ADOPTING AMENDMENTS TO THE COMPREHENSIVE PLAN AND ADOPTING THE CURRENT FUTURE LAND USE MAP

**RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 35-20 on second reading.

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

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

As provided in Florida Statutes Chapter 163, Section 1391, Florida Statutes, the City of Pensacola previously transmitted to the Florida Department of Economic Opportunity (DEO) proposed Evaluation and Appraisal-based amendments to the City's Comprehensive Plan for review and comment.

All local governments within the state of Florida are required to participate in a state coordinated review for a Comprehensive Plan Update. The proposed amendments within this update reflect changes in state requirements and local conditions. Attached, you will find all changes submitted by the various subject matter experts in strike-through and underline format.

DEO identified two objections, one related to Peril of Flood, and one related to the Future Land Use Element, and provided recommendations as to how to address them. As a result, revisions were made to the Future Land Use Element language establishing the ability for the City to allow density transfers. Based on DEO's review and recommendation, additional language was included that will serve to create "meaningful and predictable standards" for the content of future land development regulations pertaining to density transfers.

An additional amendment will be brought forward creating goals, objectives and policies pertaining to "Peril of Flood," which will address an additional DEO recommendation and achieve compliance with Section 163.3178(2)(f), Florida Statutes, adopted in 2015. Staff is currently coordinating t1445

development of the proposed language through a FDEP Resiliency Grant.

This Public Hearing is to consider adopting the proposed Comprehensive Plan amendment, as-amended per our response to the Department of Economic Opportunity's review.

All applicable City Departments and Divisions have reviewed their relevant Comprehensive Plan areas and made recommended changes as needed. The appropriate staff will be available to answer questions specific to those individual recommendations.

The Planning Board unanimously recommended approval of the proposed amendments at the regular meetings in April and July of 2019.

**PRIOR ACTION:**

December 16, 2010 - City Council approved Evaluation and Appraisal Report (E.A.R.) - Based Amendments to the Comprehensive Plan and Future Land Use Map

July 21, 2011 - City Council adopted the current Comprehensive Plan and Future Land Use Map

September 26, 2019, and October 10, 2019 - City Council conducted public hearings to approve the transmittal of the proposed amendment package to DEO for review.

July 16, 2020 - The City Council conducted a public hearing and voted to approve Proposed Ordinance No. 35-20 on first reading.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

6/23/2020

**STAFF CONTACT:**

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

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 35-20
- 2) Exhibit A - Proposed Comprehensive Plan
- 3) Exhibit B - Current Future Land Use Map

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- 4) 2011 Comprehensive Plan for the City of Pensacola
- 5) April 9, 2019 Planning Board Minutes
- 6) July 9, 2019 Planning Board Minutes

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 35-20

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

AN ORDINANCE  
TO BE ENTITLED:

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

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

WHEREAS, the City of Pensacola conducted a public hearing on July 16, 2020 to consider amendments to the Comprehensive Plan and adopt the current Future Land Use Map of the City of Pensacola; and

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

WHEREAS, the City Council has followed all of the procedures set forth in SS163.3184 and 163.3187, Fla. Stat., and all other applicable provisions of law and local procedures with relation to amendment to Comprehensive Plan and the Future Land Use Map of the Comprehensive Plan; and

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. The City of Pensacola City Council does hereby adopt these Amendments to the City's Comprehensive Plan and adopts the Current Future Land Use Map, attached here as Exhibit A and Exhibit B respectively and incorporated in full by reference.

SECTION 2. The City Council shall by subsequently adopted ordinance change the zoning classification and zoning map to a permissible zoning classification, as determined by the discretion of the City Council, which is consistent with the future land use classification adopted by this ordinance. Pending the adoption of such a rezoning



ordinance, no development of the subject property shall be permitted which is inconsistent with the future land use classification adopted by this ordinance.

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

SECTION 4. The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

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

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

Attest:

\_\_\_\_\_  
City Clerk  
Legal in form and valid if  
enacted:

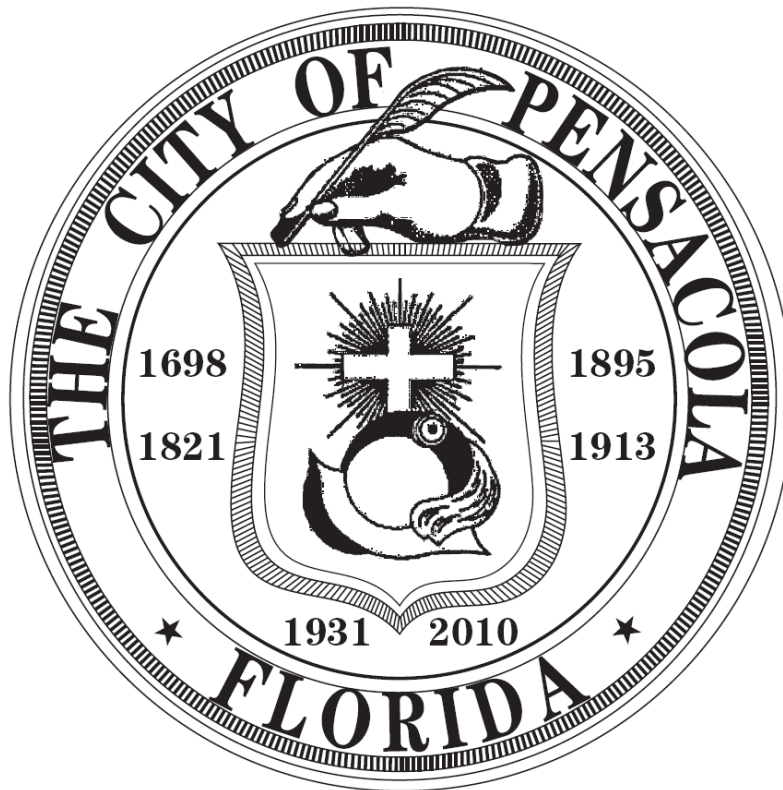
\_\_\_\_\_  
City Attorney

*City of Pensacola*

# **COMPREHENSIVE PLAN**

## **VOLUME I**

### **Goals, Objectives, and Policies**



**Pensacola, Florida**  
**Community Development Department**

**2019**

**CITY OF PENSACOLA  
COMPREHENSIVE PLAN**

**VOLUME I  
GOALS, OBJECTIVES, AND POLICIES**

**PENSACOLA, FLORIDA  
COMMUNITY DEVELOPMENT DEPARTMENT**

**2019**

*VOLUME II - DATA AND ANALYSIS TO THE COMPREHENSIVE PLAN  
SERVES AS SUPPORTING DOCUMENTATION TO THIS SECTION*

# **CITY OF PENSACOLA COMPREHENSIVE PLAN**

## **VOLUME I GOALS, OBJECTIVES, AND POLICIES**

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## CHAPTER 1

### FUTURE LAND USE

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**GOAL FLU-1: Maximize the use of land both from an economic standpoint, and from the standpoint of minimizing threats to the health, safety and welfare of residents and to the continued well-being of the natural environment.**

Objective FLU-1.1: Specify the desired development pattern through a land use category system that provides for the location, type, density and intensity of development and redevelopment based on natural conditions and dependent on the availability of services as shown on the Future Land Use Map and controlled through the adopted Land Development Code.

Policy FLU-1.1.1: All development orders and building permits for future development and redevelopment activities shall be issued only if public facilities necessary to meet adopted level of service standards are available concurrent with the impacts of the development.

Policy FLU-1.1.2: The City will amend its Land Development Code as needed to remain consistent with the requirements of Chapter 163.3202, Florida Statutes and Chapter 9J-5.022 and 9J-5.023, F.A.C. so that future growth and development will continue to be managed through the preparation, adoption, implementation and enforcement of land development regulations that are consistent with the Comprehensive Plan.

Policy FLU-1.1.3: The Land Development Code will be evaluated during the EAR-based amendment process to identify revisions that are needed to implement the goals, objectives and policies of the Comprehensive Plan. The Land Development Code includes:

1. Zoning District Regulations
2. Neighborhood Preservation Standards
3. Off-Street Parking
4. Signage
5. Tree/Landscape Regulations
6. Subdivisions
7. Control of Erosion, Sedimentation and Runoff
8. Flood Plain Management
9. Airport Zoning

Policy FLU-1.1.4: Each future land use category shall have a set of zoning districts that may be permitted within that future land use category, and zoning that is not consistent with the category shall not be approved. The zoning ordinances shall include a table which sets forth the different zoning districts

which are permitted within each future land use category, and designations which are not consistent with the table shall not be approved.

Policy FLU-1.1.5: Future land use categories, including densities and intensities of use for each category, shall be established as follows:

Conservation District: The Conservation Land Use District is established to preserve open space as necessary for protecting water resources, preserving scenic areas, preserving historic sites, providing parklands and wilderness reserves, conserving endemic vegetation, preventing flood damage and soil erosion. This future land use category shall apply to environmentally sensitive areas identified on the Future Land Use Map and protected from development pursuant to site plan review. The following generalized uses are permitted:

- (a) Wildlife and vegetation conservation:  
Wildlife refuge, nature trails and related facilities
- (b) Recreational facilities:  
Passive recreation  
Bike trails  
Jogging trails
- (c) Other similar and compatible conservation and recreational uses:  
Boat moorings, fishing piers, drainage areas, etc.

Residential Districts: The Residential Land Use Districts are established for the purpose of providing and preserving areas of predominantly low, medium or high residential development. A variety of residential uses shall be allowed, based on zoning classification, at the following maximum densities:

- \* Low Density Residential - 5 or fewer residential dwelling units per acre.
- \* Medium Density Residential - 18 or fewer residential dwelling units per acre. Conditional use permits for the following land uses may be approved in the Medium Density Residential Land Use District based on site plan review and public notification procedures: Residential design manufactured homes, bed and breakfast, day care centers and accessory office units subject to intensity standards for the Office and Residential/Neighborhood Commercial Land Use Districts.
- \* High Density Residential - 35 or fewer residential dwelling units per acre allowed pursuant to lot coverage, landscape area, parking and recreational area development requirements provided in the adopted Land Development Code. No building shall exceed a height of 150'. This height limitation shall not apply to buildings for which preliminary development plan approval was granted by the City Council on or before December 31, 1994.

Office District: The Office Land Use District is established for the purpose of providing for a mixture of residential and office uses, developed separately or within the same structure. When located in older, developed areas of the City, the district is intended to provide for residential or office infill development at a density, character and scale compatible with the surrounding area. In newer, vacant areas of the City, the district is also intended as a transition area between residential and commercial uses. Residential and office uses are allowed at the following maximum densities and intensities:

- \* Residential - density not to exceed 35 dwelling units per acre.
- \* Office - the maximum combined area occupied by all principal and accessory buildings on a lot shall be 30% for a one- to four-story building, 25% for a five- to seven-story building and 20% for any building over eight stories. No building shall exceed a height of 100'.

Residential/Neighborhood Commercial District: The Residential/ Neighborhood Commercial Land Use District is established for the purpose of providing for a mixture of residential, professional and certain types of neighborhood convenience-shopping-retail sales and service uses. Residential and office or commercial uses shall be allowed within the same structure. When located in older sections of the community in which by custom and tradition the intermixing of such uses has been found to be necessary and desirable, the districts intended to provide for infill development at a density, character and scale compatible with the surrounding area. When located in newer developing areas where it is necessary and desirable to create a transition zone between a residential and a commercial district, the district is intended to provide for mixed office, commercial and residential development. Residential, office and low-intensity commercial uses are allowed at the following maximum densities and intensities:

- \* Residential - density not to exceed 35 dwelling units per acre.
- \* Office and Commercial - the maximum combined area occupied by all principal and accessory buildings on a lot shall be 30% for a one- to four-story building, 25% for a five- to seven-story building and 20% for any building over eight stories. No building shall exceed a height of 100'.
- \* Commercial uses shall be restricted to a maximum floor area subject to regulations set forth in the adopted Land Development Code.

Commercial District: The Commercial Land Use District is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Light industrial uses such as fabrication, assembly and warehousing are permitted.

Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed-use development. Residential, office and commercial uses are allowed at the following maximum densities and intensities:

- \* Residential - density not to exceed 35 dwelling units per acre outside the dense business area and density not to exceed 135 dwelling units per acre in the dense business area.
- \* Office and Commercial in the dense business area - the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size (subject to compliance with parking provisions) up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.
- \* Office and Commercial - outside of the dense business area the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.

**Industrial District:** The Industrial Land Use District is established for the purpose of providing areas for industrial development for community and regionally oriented service areas. The district is intended to facilitate the more intense, large-scale manufacturing, warehousing, distribution, wholesaling and other industrial functions of the City and the region. The uses in this district would typically be of a scale and intensity that are more likely to be capable of having an adverse affect (through sound, vibration, odor, etc) on adjacent properties if they are not of a compatible character (i.e. residential, office, and general commercial land uses). Office, commercial and a mixture of light industrial, heavy industrial and industrial park uses are allowed, with maximum building coverage of 75% of lot size up to a maximum height of 100 feet.

**Neighborhood District:** The Neighborhood Land Use District is established to provide for land uses and aesthetic considerations which are distinctive and unique to neighborhoods defined by specific geographic boundaries on the Future Land Use Map.

A variety of residential, office and commercial uses will be allowed at the following maximum densities or intensities:

- \* Residential – density not to exceed 35 dwelling units per acre.
- \* Office and Commercial - the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 100'.



Historic and Preservation District: The Historic and Preservation Land Use District is established to preserve the development pattern and distinctive architectural character of these unique areas through the restoration of existing buildings and construction of compatible new buildings. These buildings and historic sites and their period architecture make the district unique and worthy of continuing preservation efforts. Regulations are intended to ensure that future development is compatible with and enhances the pedestrian scale of the existing structures and period architectural character of the districts. The district is an established business area, residential neighborhood and tourist attraction, containing historic sites and museums, a variety of specialty retail shops, restaurants, small offices, and residences.

A variety of residential, office and commercial uses will be allowed at the following maximum densities or intensities:

- \* Residential – density not to exceed 35 dwelling units per acre in the Pensacola (Seville) Historic District, the North Hill Preservation District and the Old East Hill Preservation District and density not to exceed 135 dwelling units per acre in the Palafox Historic Business District.
- \* Office and Commercial in the Pensacola (Seville) Historic District, the North Hill Preservation District and the Old East Hill Preservation District - buildings shall not exceed a maximum height of 45'. Lot coverage shall be regulated by use of front, side and rear yard requirements pursuant to regulations in the Land Development Code and based on existing development.
- \* Office and Commercial in the Palafox Historic Business District - the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size (subject to compliance with parking provisions) up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.

Redevelopment District: The Redevelopment Land Use District is established to promote the orderly redevelopment of the southern gateway to the City and portions of the Pensacola Bay waterfront area in order to enhance visual appearance, preserve unique shoreline vistas, provide public shoreline access, preserve or provide working waterfront activities, improve traffic safety and encourage a high quality of site planning. Site specific analysis of each development proposal within the district is intended to ensure that the scenic orientation and open space image of the shoreline is maintained, that the development characteristics are upgraded and the boundary of the adjacent special districts are positively reinforced.

A variety of residential, office and commercial uses will be allowed at the following densities or intensities:

- \* Residential - density not to exceed 100 dwelling units per acre in the Gateway Redevelopment District and 60 dwelling units per acre in the Waterfront Redevelopment District.
- \* Office and Commercial in the Gateway Redevelopment District - the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 100'.
- \* Office and Commercial in the Waterfront Redevelopment District - the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 60'.

Business District: The Business Land Use District is established to promote the compatible redevelopment of the City's historic downtown waterfront by encouraging high quality site planning and architectural design which is compatible with both the historic character of the existing structures and the waterfront activities.

- \* Residential - density not to exceed 108 dwelling units per acre in the South Palafox Business District.
- \* Office and Commercial in the South Palafox Business District - the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size up to a maximum height of 80'.

Airport District: The Airport Land Use District is established to regulate land owned by the Pensacola Regional Airport or immediately adjacent to the airport which is considered sensitive due to its relationship to the runways and its location within noise zones. Land owned by the City allows only open space, recreational or commercial and industrial uses customarily related to airport operations. Low density residential and a variety of office and commercial uses will be allowed on privately owned land, based on the zoning classification and subject to the requirements of Chapter 333 of the Florida Statutes, at the following maximum densities:

- \* Residential - density not to exceed 5 dwelling units per acre.
- \* Office and Commercial - the maximum combined area occupied by all principal and accessory buildings shall be 50%. No building shall exceed a height of 45', subject to airport height limitations.

Interstate Corridor District: The Interstate Corridor Land Use District is established to provide for non-highway land uses both below and adjoining the Interstate I-110 corridor on land owned by the Florida Department of Transportation and leased by the City of Pensacola as shown in the Site Development Plan in the DOT *Corridor Location, Design and Multiple Use Report: Interstate 110, Pensacola, Escambia County, Florida, 1972*. The

following land uses are allowed at the land use mix composition shown below, with site plan review and City Council approval:

- \* Residential – density not to exceed 35 dwelling units per acre up to a maximum 3% of the developable land.
- \* Service, tourist and community commercial and light industrial uses up to a maximum 25% of developable land.
- \* Recreation and open space facilities, and community centers owned and operated by the City up to a maximum 35% of developable land.
- \* Public utilities, City government buildings and facilities and public transportation facilities up to a maximum 37% of developable land.

The maximum combined area occupied by all principal and accessory buildings shall be 50%. No building shall exceed a height of 45', subject to DOT height limitations.

Policy FLU-1.1.6: The following uses shall be allowed in all future land use districts, except for Conservation and Interstate Corridor, subject to regulations set forth in the adopted Land Development Code, and Chapter 333 of the Florida Statutes: Community residential homes, schools with curriculum the same as public schools, libraries, churches, home occupations and accessory structures incidental to any permitted use. Parks and playgrounds and utility structures shall be allowed in every district.

Policy FLU-1.1.7: Adaptive reuse of vacant public, semipublic, institutional or historically significant structures within the Medium and High Density Residential Land Use Districts and the Residential Neighborhood Commercial Land Use District shall be allowed subject to issuance of a conditional use permit.

Applicants for a conditional use permit must submit development plans, undergo site review process through the Planning Board, provide for public notification of property owners within an established radius and obtain approval from the City Council. To ensure the compatibility of the conditional use development with the surrounding residential neighborhood the City Council may prescribe appropriate conditions and safeguards as follows:

- \* Limit or otherwise designate the following: the manner in which the use is conducted; the height, size or location of a building or other structure; the number, size, location, height or lighting of signs; the location and intensity of outdoor lighting or require its shielding.
- \* Establish special or more stringent buffer, yard or other open space requirements.
- \* Designate the size, number, location or nature of vehicle access points.

- \* Require berming, screening, landscaping or similar methods to protect adjacent or nearby property and designate standards for installation or maintenance of the facility.
- \* Designate the size, height, location or materials for a fence or wall.

Objective FLU-1.2: Existing nonconforming land uses which are incompatible or inconsistent with the Future Land Use Plan will not be allowed to expand, to be enlarged, or to be rebuilt or reopened if destroyed, pursuant to provisions adopted in the Land Development Code and consistent with the requirements of Chapter 163, F.S.

Policy FLU-1.2.1: Expansion or replacement of land uses, which are incompatible with the Future Land Use Plan, shall be prohibited. Existing nonconforming uses will be permitted as provided in the City's Land Development Code.

Policy FLU-1.2.2: Land uses which are potentially incompatible due to type of use and/or intensity of use, shall be buffered from one another through the use of physical and/or natural vegetative barriers within required yards established in the adopted Land Development Code.

Objective FLU-1.3: The City shall protect its natural resources and its historic, architectural and archaeological resources in accordance with the City's Land Development Code.

Policy FLU-1.3.1: Continue to protect natural open space areas within the City as designated in the Recreation and Open Space Element.

Policy FLU-1.3.2: Public access to the waterfront shall be maintained or improved by the City (i.e., boat ramps, street rights-of-way). Private property rights will be protected in providing public access to the waterfront.

Policy FLU-1.3.3: Wetlands and other natural vegetative and wildlife habitats identified, as Conservation Districts on the City's Future Land Use Map will be protected from development through provisions in the Land Development Code.

Policy FLU-1.3.4: Regulate the location of hazardous waste disposal, storage and treatment facilities within the City through enforcement of land development regulations.

Policy FLU-1.3.5: The City shall coordinate with West Florida Historic Preservation, Inc. by providing technical assistance in its efforts to identify, designate and preserve historic architectural resources and shall continue to enforce the regulations in the adopted Historic District zoning ordinance.

Policy FLU-1.3.6: The City shall abide by the guidelines of its archaeological resolution whenever development is planned for City-owned property.

Policy FLU-1.3.7: The City shall utilize maps contained in the *Wellhead Protection Area Delineation In Southern Escambia County, Florida, Water Resources Special Report 97-4, December 1997*, prepared by the Northwest Florida Water Management District, as may be amended, and included by reference, to identify wellhead protection areas around existing water wells and shall continue to cooperate with the Escambia County Utilities Authority in reviewing land use regulations within these areas.

Policy FLU-1.3.8: Land uses delineated by the Future Land Use element shall be permitted based on the availability of water supplies in addition to the availability of public water facilities consistent with the requirements of Chapter 163, F.S.

Objective FLU-1.4: All development and redevelopment in the Coastal High Hazard Area shall be consistent with the Coastal Management Element and shall be coordinated with appropriate regional hurricane evacuation plans.

Policy FLU-1.4.1: For City-funded developments, water-dependent and water-related activities shall be given a higher priority for permit approval.

Policy FLU-1.4.2: Public access to the waterfront shall be encouraged in all developments utilizing City funds except for industrial developments.

Policy FLU-1.4.3: Future residential land use developments in the CHHA shall be limited to the following densities by location:

- \* Low density - along Escambia Bay north of Hyde Park Road and south of Gadsden Street, and along both shores of Bayou Texar.
- \* Medium density - along Pensacola Bay (except for the Historic District), and along Bayou Chico.
- \* High density - Historic District.

Policy FLU-1.4.4: Future residential land use developments in the dense business area constructed in the CHHA shall be limited to medium density (18 or fewer residential dwelling units per acre). Allowable density above the medium density limit established by future land use category may be transferred to portions of the development site outside the CHHA.

Objective FLU-1.5: The City shall coordinate with other local governments and agencies to reduce or minimize adverse impacts in the region due to development in the City.

Policy FLU-1.5.1: The City shall develop procedures for review of requests for development orders which might affect or be affected by another government or agency and coordinate appropriately.

Policy FLU-1.5.2: The City shall review and contribute to any updates of the Comprehensive Plans in surrounding jurisdictions and other policy plans that would affect implementation of local resource protection goals.

Objective FLU-1.6: Ensure that suitable land is available for utilities necessary to support proposed developments through enforcement of subdivision ordinances which require the provision of adequate land for utilities infrastructure.

Policy FLU-1.6.1: Pursue an interlocal agreement and an informal coordination mechanism, to the extent possible, with Emerald Coast Utilities Authority and other utilities providers in locating public facilities and utilities to maximize the efficiency of services provided, to minimize their cost and to minimize their impacts on the natural environment.

Objective FLU-1.7: Facilitate efficient and reliable delivery of electric service.

Policy FLU-1.7.1: New electric distribution substations shall be a permitted use in all land use categories and zoning districts within the City except those designated as preservation, conservation, or historic preservation on the future land use map or duly adopted ordinance pursuant to F.S. 163.3208.

Policy FLU-1.7.2: Standards for set-backs, landscaping, buffering, screening, and other aesthetic compatibility-based standards shall apply to new distribution electric substations pursuant to F.S. 163.3208 to achieve compatibility with adjacent and surrounding land uses to the maximum extent practicable.

Policy FLU-1.7.3: The City shall grant or deny a properly completed application for a permit to locate a new distribution electric substation within a residential land use category or zoning district pursuant to the requirements of F.S. 163.3208.

Objective FLU-1.8: Provide for effective land development opportunities while allowing for innovative solutions through the Land Development Code.

Policy FLU-1.8.1: The land development regulations shall be modified and/or expanded to reflect the goals, objectives and policies of all the Comprehensive Plan elements.

Policy FLU-1.8.2: Land development regulations shall allow flexibility, within some zoning districts to provide for affordable housing and other redevelopment opportunities.

Policy FLU-1.8.3: Land development regulations shall include standards for residential density bonuses and density transfers above the limit otherwise established by future land use category in exchange for the construction of affordable housing and as an incentive to achieve superior building and site

design, preserve environmentally sensitive lands and open space, and provide public benefit uses including access to the waterfront.

- Density bonuses for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall not exceed 10% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- Density transfers of up to 50% of the limit otherwise established by the land use category of the donor site may be approved for superior building and site design, preservation of archeologically and environmentally sensitive lands and open space, and provision of public benefit uses, and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- Density bonuses and transfers for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall be based upon clear and convincing evidence that the proposed design will result in a superior product that is compatible with the surrounding land uses and produces a more desirable product than the same development without the bonus.
- Density bonuses for the provision of affordable housing shall not exceed 25% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- Density transfers of up to 50% of the limit otherwise established by land use category of the donor site may be permitted for the provision of affordable housing, and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial

land use district, redevelopment land use district and business land use district.

- Density bonuses and transfers for the provision of affordable housing shall be based upon ratios of the amount of affordable housing to market rate housing within a proposed residential development and shall include mechanisms to assure that the units remain affordable for a reasonable timeframe such as resale and rental restrictions and rights of first refusal.
- Density transfers of up to 50% of the limit otherwise established by the land use category of the donor site may be permitted for proposed developments that are compatible with adopted neighborhood and Community Redevelopment Area plans, and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- The maximum combined density bonus for superior building and site design, preservation of environmentally sensitive lands and open space, provision of public benefit uses and affordable housing provided to any single development shall not exceed 35% of the limit otherwise established by land use category.
- Density transfers shall be a direct transfer of up to 100% of unutilized residential density from a donor site to a receiving site, subject to the City's land development and density transfer regulations.
- All density bonuses and density transfers shall be approved by the City Planning Board.

Objective FLU-1.9: Direct development in the City to areas where infrastructure exists to reduce development outside of the City limits which would cause further urban sprawl.

Policy FLU-1.9.1: Promote infill development of vacant and underutilized parcels within City limits through use of appropriate land development regulations, and provision of effective urban services.

Policy FLU-1.9.2: Encourage mixed-use development as a means to increase density in the designated urban core and inner-city redevelopment areas of the City in accordance with adopted redevelopment area plans through EAR-based



amendments of the Comprehensive Plan and revisions of the Land Development Code.

Policy FLU-1.9.3: Support increased density in proximity to existing and proposed urban elementary schools, and seek to use such schools as neighborhood focal points by collocating public facilities such as parks and community centers with schools to the extent possible.

Policy FLU-1.9.4: Continue to encourage mixed use development through the use of innovative land development techniques such as planned unit developments, cluster housing, mixed-uses on individual parcels and other approaches as provided in the land development code.

Policy FLU-1.9.5: Promote innovative arrangements of development types and promote a complimentary mix of residential/commercial/recreation uses along primary vehicular corridors of neighborhoods so as to minimize the impacts of new development on existing resources and facilities by allowing a variety of uses in close proximity to one another.

Policy FLU-1.9.6: Allow development of a mixture of residential, commercial and office land uses in the mixed residential/office/commercial zoning districts along primary vehicular corridors of the Urban Core and inner-city Community Redevelopment Areas, through review and revision of the Land Development Code.

#### Objective FLU-1.10: Increase and enhance Traditional Neighborhoods

Policy FLU-1.10.1: Identify and revise incompatible zoning designations and approved land uses to ensure suitable development in support of existing traditional neighborhoods and a cohesive urban fabric.

Policy FLU-1.10.2: Encourage new Neo-Traditional Neighborhood Development and compatibly designed infill within the urban core and inner-city redevelopment areas through review, and revision where necessary, of the land use regulations in the Land Development Code.

Policy FLU-1.10.3: Explore Neighborhood Conservation Overlay Districts to ensure compatible infill development in existing traditional neighborhoods.

Policy FLU-1.10.4: Explore the use of State and Federal redevelopment programs to encourage Neo-Traditional Neighborhood Developments that include a mix of uses and provide housing for a range of incomes.

#### Objective FLU 1.11: Promote development in the downtown urban core areas of the City.

Policy FLU-1.11.1: Promote through the redevelopment process, the introduction of mixed-use development to enhance retail viability, establish truly pedestrian-oriented shopping districts, create more attractive buildings and public spaces, support transit viability, and reduce vehicle trips.

Policy FLU-1.11.2: Review land use regulations in the Land Development Code and revise where necessary to support walkability and pedestrian activity, arts, and entertainment uses in the City's downtown.

Policy FLU-1.11.3: Review land use regulations in the Land Development Code and revise where necessary to encourage the vertical and horizontal integration of a complementary mix of commercial, service and other non- residential uses that address the needs of families and other household types living in downtown neighborhoods.

Policy FLU-1.11.4: Pursue the establishment of a downtown railroad "quiet zone" to facilitate downtown development.

Policy FLU-1.11.5: Continue to coordinate with the Downtown Improvement Board on parking enforcement and management to provide adequate parking for downtown patrons.

Policy FLU-1.11.6: Continue to waive off-street parking requirements in the HC-1 and HC-2 districts, for residential land uses in the dense business area, and for qualifying buildings in the South Palafox Business District and C-2A district to encourage downtown and urban core development.

Policy FLU-1.11.7: Continue to allow the off-site provision of parking through a shared parking agreement in qualifying zoning districts to promote downtown and urban core development.

Objective FLU-1.12.: Implement plans for redevelopment and renewal of blighted areas in Census Tracts 1 through 8, and particularly in the downtown urban core and inner-city Community Redevelopment Areas.

Policy FLU-1.12.1: Continue to undertake redevelopment projects and programs as outlined in the *Urban Core Community Redevelopment Plan* (2010 Update), the *Pensacola Waterfront Redevelopment Plan* (2000/Update 2010), the *Pensacola Historic District Master Plan*, (2004) and the *Belmont DeVilliers Land use Plan* (2004) and promote increased density.

Policy FLU-1.12.2: Continue to engage in redevelopment activities within the designated Urban Infill and Redevelopment Area in accordance with the *Urban Infill and Redevelopment Area Plan*.

Policy FLU-1.12.3: Implement redevelopment efforts as identified in the *Westside Community Redevelopment Area Plan* (2007).

Policy FLU-1.12.4: Encourage Brownfield and grayfield redevelopment and adaptive reuse within the urban core and inner-city development areas.

Policy FLU-1.12.5: Promote redevelopment of existing automobile-oriented corridors and the upgrading of existing commercial development to create vibrant, mixed-use boulevards that balance efficient movement of motor vehicles with the creation of attractive pedestrian-friendly districts that serve the adjoining neighborhoods as well as passing motorists pursuant to adopted redevelopment plans.

Policy FLU-1.12.6: Provide infrastructure improvements as part of a redevelopment program in the above mentioned areas in such a way that will not strain the economic resources of the City's existing and new residents.

Policy FLU-1.12.7: Provide for some economic incentives for development in the cited neighborhoods including the following:

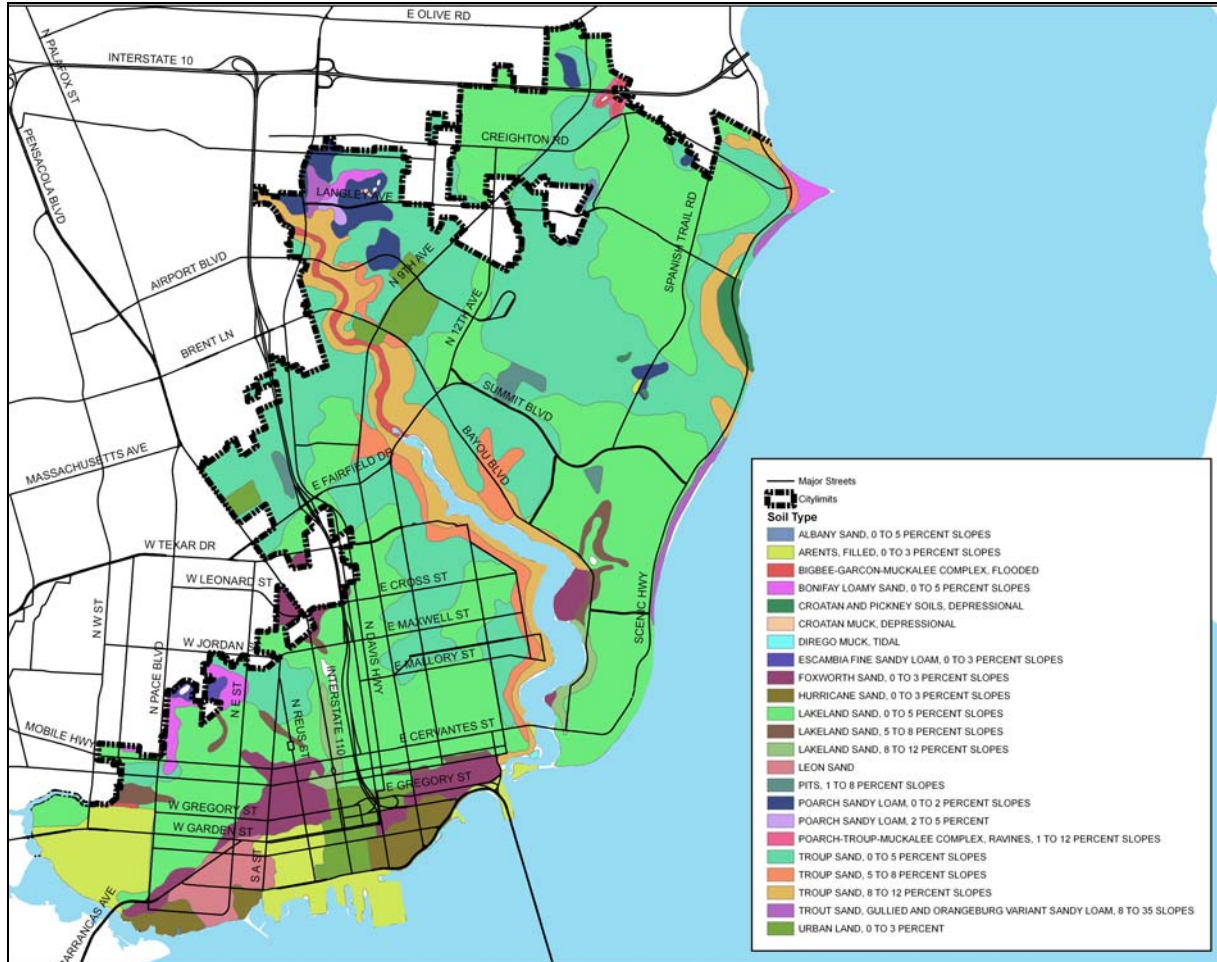
- \* Establishing lower level of service standards for some facilities in developed neighborhoods so that costs of upgrading facilities will not be prohibitive; and
- \* Establishing lower or abolishing impact fee assessments in these neighborhoods if the use of impact fees are adopted in the Plan.

Objective FLU-1.13: Opportunity for dispute resolution in consideration of revisions to the Comprehensive Plan.

Policy FLU-1.13.1: Opportunity shall be afforded, pursuant to F.S. 163.3181 (4), for informal mediation or other alternative dispute resolution to a property owner who's request for an amendment to the Comprehensive Plan pertaining to his property is denied. The costs of the mediation or other alternative dispute resolution shall be borne equally by the local government and the property owner. If the owner requests mediation, the time for bringing a judicial action is tolled until the completion of the mediation or 120 days, whichever is earlier.

Policy FLU-1.13.2: Prior to an administrative hearing conducted pursuant to review of the comprehensive plan or plan amendment by the state land planning agency, opportunity to mediate or otherwise resolve the dispute of any affected person who intervenes as a party to that proceeding shall be afforded pursuant to F.S. 163.3184 (10)(c). The costs of the mediation or other alternative dispute resolution shall be borne equally by all the parties to the proceeding.

## City of Pensacola Soils



## City of Pensacola Flood Zones

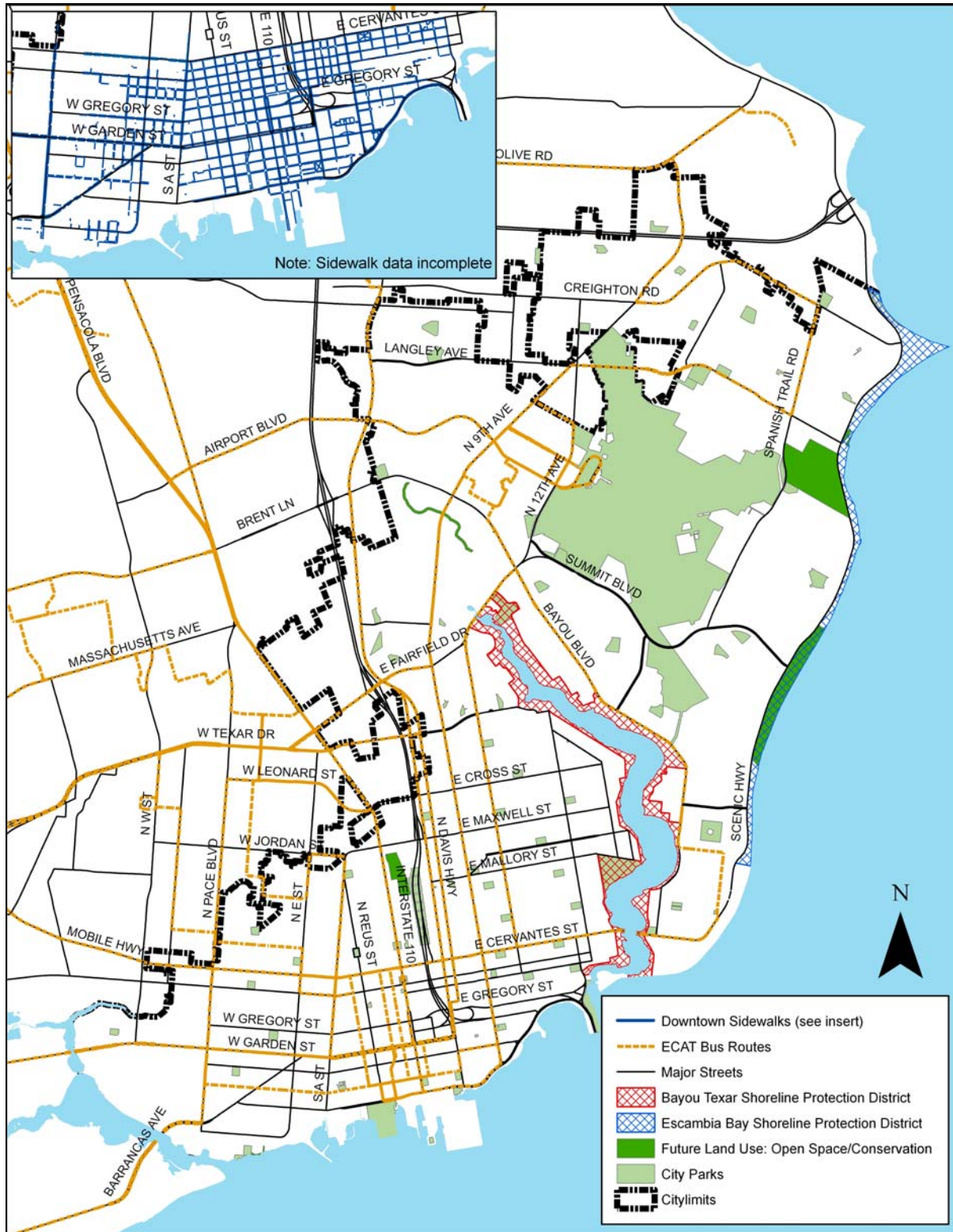


# City of Pensacola Wellhead Protection Zones





# City of Pensacola Energy Conservation



## CHAPTER 2

### TRANSPORTATION

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#### **GOAL T-1: A safe, convenient, and efficient street system.**

Objective T-1.1: The City shall maintain Level of Service standards and implement recommendations to address existing and forecasted LOS deficiencies.

Policy T-1.1.1: The City of Pensacola has adopted Florida Department of Transportation (FDOT) Quality/Level of Service Handbook standards to determine maximum volumes for adopted level of service on the Florida Intrastate Highway System. In addition, the City has adopted the following Level of Service standards on the other roadway types within the City limits to determine maximum volumes:

Roadway Type	LOS (Peak hour)
State Roadways	
Intrastate	C
Other State Roads	E
Roads Within the TCEA	Exempt
Local Roadways	
Local Collector Roads	E
Other Local Roads	C

Policy T-1.1.2: The City of Pensacola shall continue to examine traffic impacts associated with development on roadways within the City to ensure that adopted Level of Service standards are not degraded.

Policy T-1.1.3: The City will review annually, adopted Level of Service standards, traffic volumes, and system demands in order to monitor impacts of new development on the traffic circulation of the City.

Policy T-1.1.4: The City of Pensacola has designated an Urban Redevelopment Transportation Concurrency Exception Area (TCEA) within the boundaries of the Community Redevelopment Area as established pursuant to Resolution 54-80. The boundary of the Urban Redevelopment TCEA is shown on the adopted Future Traffic circulation Map.

Objective T-1.2: The City of Pensacola shall continue to cooperate with the local comprehensive transportation planning process in the Pensacola urbanized area.

Policy T-1.2.1: The City will continue to coordinate with the West Florida Regional Planning Council, FDOT, and the TPO regarding transportation planning and programs within the Pensacola urbanized area.



Policy T-1.2.2: The City will continue to participate in the preparation of the Florida Alabama Transportation Planning Organization's (TPO's) long-range transportation study to evaluate transportation needs and alternatives to improve traffic circulation between the Gulf Breeze peninsula and the City of Pensacola. The City will request the FDOT prepare an analysis of land use and traffic impacts of landfall locations proposed for the western terminus of a new Pensacola Bay bridge.

Policy T-1.2.3: The City shall coordinate with the FDOT, the TPO, the Federal Highway Administration (FHWA), Escambia County, and other Corridor Management Entity partners, where feasible, in implementing elements of the Corridor Management Plan (CMP) for the Scenic Bluffs Highway Corridor.

Objective T-1.3: The City of Pensacola shall continue to maintain, protect, and improve the existing and future coordinated network of streets.

Policy T-1.3.1: The City will use the following definitions from the Land Development Code section 12-14-1 to classify streets within City limits. The City will identify the classification of local streets on the Roadway Functional Classification Map which shall be contained in the City's Land Development Code, and updated periodically to reflect current roadway function.

*Street* means a way for vehicular traffic, whether designated as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place or however otherwise designated. The word "street" includes the following terms, further described as follows:

*Streets, major arterial* means streets which provide for through traffic movement between areas and across the City, and direct access to major employment locations and commercial uses.

*Streets, minor arterial* means street which provide for traffic movement between major neighborhoods.

*Streets, collector* means streets which provide for the movement of traffic between major arterials and local streets and direct access to abutting property.

*Street, local* means streets which provide for direct access to abutting land and used for local traffic movements only.

*Streets, marginal access* are minor streets which are parallel to and adjacent to arterial streets and highways; and which provide access to abutting properties and protection from through traffic.

Policy T-1.3.2: The City shall follow and annually update its 5-year Master Plan for City streets and roadways.

Policy T-1.3.3: The City will continue to coordinate land use decisions with the future traffic circulation system by coordinating traffic circulation improvements with the Future Land Use Map.

Policy T-1.3.4: The City shall incorporate safety measures such as signage, pavement markings, and engineering improvements into all transportation improvements.

Policy T-1.3.5: The City will review periodical accident frequency reports about applicable roads within the City limits and make necessary roadway improvements whenever and wherever applicable.

Policy T-1.3.6: The City shall preserve and protect the capacity of all major streets by minimizing points of ingress/egress, wherever possible, and by closing or relocating unnecessary curb cuts to provide efficient access to the roadway system when development occurs. The City will review, and revise where necessary, its existing standards for providing access and spacing in the Land Development Code. The City will periodically coordinate this review activity with Escambia County and the FDOT through continued participation with the Florida-Alabama TPO.

Policy T-1.3.7: The City shall protect existing and future transportation corridors by implementing the requirements of the subdivision ordinance. This includes mandatory dedication of rights-of-way, where required, as a condition of plat approval.

Objective T-1.4: The City shall continue to implement Transportation System Management strategies to improve the overall performance and quality of the existing transportation network.

Policy T-1.4.1: The City shall coordinate additional segments of the existing computerized signal system with Escambia County, the TPO, and FDOT.

Policy T-1.4.2: The City will review the elimination of one way streets in the current street network

Policy T-1.4.3: The City shall work to reduce excess surface parking along new and existing development through revisions to the Land Development Code where appropriate.

Policy T-1.4.4: The City shall continue to explore the replacement of traffic signals with stop signs at appropriate intersections.

Policy T-1.4.5: The City shall continue to implement “right sizing” strategies where appropriate to reduce lane widths and number of lanes to enhance the quality of the local transportation network.

Policy T-1.4.6: The City shall continue to integrate traffic calming measures including curb extensions, roundabouts, speed tables, raised intersections, textured crosswalks, and the addition of on-street parking to improve the overall quality of the motorized and non-motorized transportation network.

Policy T-1.4.7: In order to promote urban redevelopment within the Urban Redevelopment Area TCEA, the City will consider parking control and pricing policies, transportation demand management programs, transportation system management programs, availability of public transportation, and the use of creative financing tools for the provision of transportation services and facilities.

Policy T-1.4.8: The City shall coordinate with the DIB to implement the recommendations incorporated in the CRA Downtown Parking Study (May 1999) and Parking Management Analysis Findings and Recommendations (2006) including the following: traffic operation improvements; providing for pedestrian and bicyclists; identification of sites for on-grade parking lots or parking garages; identification of satellite parking locations linked to a downtown closed loop trolley to provide a "park and shuttle" alternative in the TCEA to reduce vehicle traffic in the central business district, and; a financial feasibility analysis to address costs of the improvements and possible funding sources.

Policy T-1.4.9: The City shall coordinate with the Downtown Improvement Board (DIB) and West Florida Historic Preservation, Inc. to periodically review the feasibility and joint funding of the existing closed loop trolley or shuttle service within the TCEA boundary.

**GOAL T-2: An economically sound, safe, energy-efficient, and equitable mass transportation system.**

Objective T-2.1: The City shall encourage Escambia County Area Transit (ECAT) in the provision of fixed route mass transit service linking major trip generators and attractors.

Policy T-2.1.1: The City shall continue to coordinate with the WFRPC and the TPO regarding the promotion of alternative modes of transportation (i.e., ridesharing, mass transit).

Policy T-2.1.2: The City shall endorse the promotion of the ECAT in order to relieve traffic and parking congestion and in order to foster energy conservation.

Policy T-2.1.3: The City shall coordinate with ECAT and Escambia County in evaluating transit routes and service utilizing route ridership, headways, or other appropriate performance standard.

Policy T-2.1.4: The City will encourage "ride sharing" programs in coordination with Escambia County in order to reduce the number of vehicles on the road during peak hours.

Policy T-2.1.5: The City will develop land use and site design guidelines to assure the accessibility of new development to mass transit service.

Objective T-2.2: The City shall assist in developing coordinated transportation systems for transportation-disadvantaged citizens.

Policy T-2.2.1: The City will support the provision of the para-transit system developed by the Community Transportation Coordinator as required by Chapter 427, Florida Statutes.

Policy T-2.2.2: The City will assist the TPO in the recommendation for a new coordinator by participating in the development of a Request for Proposals and in the evaluation of proposals received.

Objective T-2.3: The City shall encourage the pursuit of new sources of funding for mass transportation.

Policy T-2.3.1: The City shall work with ECAT, the County and the FDOT to provide for increased Service Development and Urban Corridor funding.

Policy T-2.3.2: The City will support Florida Transit Association in efforts to provide state operating assistance for mass transit.

Policy T-2.3.3: The City will support efforts to provide for a designated funding source for the local contribution.

**Goal T-3: A complete network of pedestrian and bicycle facilities that enhances the City's livability, accessibility, and safety.**

Objective T-3.1: The City shall continue to provide facilities in support of a safe, non-motorized transportation system.

Policy T-3.1.1: The City of Pensacola shall accommodate non-motorized forms of transportation in the design of transportation improvement projects.

Policy T-3.1.2: The City shall consider in its design of all future roadway improvements for major arterial streets, the accommodation of bicycle transportation needs where appropriate.

Policy T-3.1.3: The City shall encourage the development of a comprehensive bicycle education program in coordination with the TPO and Escambia County.

Policy T-3.1.4: The City shall continue to coordinate with the WFRPC and the TPO regarding the promotion of walking and bicycling as alternative modes of transportation.

Policy T-3.1.5: The City shall coordinate with and encourage the deployment of DIB-purchased and installed of bicycle racks within the TCEA boundary.

Objective T-3.2: The City shall coordinate all development in order to produce walkable communities and neighborhoods throughout the City.

Policy T-3.2.1: The City will continue to repair and construct new sidewalks where feasible through the Penny for Progress sidewalk program and other applicable funding sources like the Community Development Block Grant.

Policy T-3.2.2: The City will continue to include requirements for provision of sidewalks by developers around future commercial developments to aid in pedestrian transportation needs.

Policy T-3.2.3: In accordance with the City's Public Schools and Facilities Element of the Comprehensive Plan, new residential developments within two miles of an existing or planned school shall be required to provide sidewalks. In addition, sidewalks shall be placed along all collector, arterial, and local roads abutting the subdivision to the subdivision property line, where it has been determined that the most direct route from the subdivision to the school is along those roadways.

Policy T-3.2.4: The City shall continue to improve accessibility for citizens with mobility limitations throughout the City by providing curb cuts along all proposed sidewalks and through improvements to existing sidewalks where feasible.

Policy T-3.2.5: The City shall strive to upgrade existing and design new pedestrian crossings and intersections with the appropriate "intersection geometry" to allow for visibility, ease of crossing, and pedestrian connectivity.

Policy T-3.2.6: The City shall continue to install countdown-type pedestrian signals at the most appropriate and highly-traveled pedestrian crossings.

Policy T-3.2.7: The City shall, through coordination with the FDOT, the TPO, the Federal Highway Administration (FHWA), design and operate a

comprehensive network of “Complete Streets,” consisting of arterial, collector and local streets, that enables safe access and a full range of daily activities by all user groups, including pedestrians, bicyclists, motorists, and transit vehicles.

Policy T-3.2.8: The City will develop a typology of Complete Streets amenities, and identify the most appropriate enhancements for the range of streets within the City. This typology will be included as part of the Land Development Code or as a stand-alone supplement, and will be used to systematically plan public transportation upgrades and bicycle and pedestrian enhancements.

Policy T-3.2.9: The downtown Community Redevelopment Agency (CRA) will continue to develop and consider funding streetscape improvement projects to enhance pedestrian use of sidewalks as an alternative to vehicle use in the TCEA boundary.

Policy T-3.2.10: The City will continue to support pedestrian access and community beautification through proposed streetscape improvement projects in adopted neighborhood and revitalization plans where feasible.

Policy T-3.2.11: The City will pursue, where feasible, “Complete Street,” and intersection improvements along the corridors identified in adopted neighborhood and redevelopment plans to provide for aesthetics, accessibility and safety for pedestrians, bicycles and motorized vehicles. Such improvements may include traffic calming measures such as adequate lighting, shade trees, wider sidewalks, bike paths, street furniture, gateway treatments, directional signage and area identity markers where feasible.

**GOAL T-4: Rail service that allows for the safe and efficient transportation of cargo and passengers while enhancing livability.**

Objective T-4.1: The City shall coordinate for safe and efficient railroad operations along the existing system within the city limits.

Policy T-4.1.1: The City shall utilize available legal methods in order to provide that railroad companies will continue to maintain the roadway for vehicular traffic at railroad crossings.

Policy T-4.1.2: The City shall strive to be the first responder to any hazardous material incidents within the city limits and maintain an on-going training program to ensure maximum response capabilities in the event of derailments.

Policy T-4.1.3: The City shall monitor any modifications to the railroad trestle at Bayou Texar to provide for maximum enhancement of tidal circulation.

Policy T-4.1.4: The City shall coordinate with the appropriate railroad company to seek removal and/or replacement of the overpass at 17th Avenue that would allow for the continued improvements of 17th Avenue.

Policy T-4.1.5: The City shall encourage the return and continued service of Amtrak or other passenger rail service along existing rail lines.

Objective T-4.2: The City shall coordinate with the rail companies serving the area in order to achieve compatibility of rail facilities and operations with community planning efforts.

Objective T-4.2.1: The City shall work for the establishment of a rail quiet zone within the City limits for the benefit of local residents and businesses.

Policy T-4.2.2: The City shall coordinate with rail companies to identify unused railroad spurs and trackage and require or encourage their removal by the appropriate party.

Policy T-4.2.3: The City shall take action to secure abandoned railroad rights-of-way in the event that track removal or relocation occurs and determine the best land use for the impacted rights-of-way.

Policy T-4.2.4: The City shall explore the restoration of unused rails lines to be used for public recreational use.

**GOAL T-5: The stimulation of economic development and generation of positive economic and employment benefits in the City of Pensacola and surrounding area by promoting the use of the waterfront and Port facilities to cargo shippers and water-dependent businesses, and coordinating with the Pensacola International Airport ~~Pensacola Gulf Coast Regional Airport~~ when feasible.**

Objective T-5.1: The Port shall continue to attract new and expanded waterborne commerce.

Policy T-5.1.1: Sufficient financial resources shall be made available annually within the Port's departmental budget to facilitate the continued promotion of Port facilities to prospective users.

Policy T-5.1.2: The Port shall maintain a business development plan and facilities development strategy which identifies the annual marketing targets and long-range facility development objectives required to attract new and expanded business to the Port.

Policy T-5.1.3: The Port shall maintain close working relationships with applicable federal, state, regional and local economic development agencies, as

well as with the Pensacola International Airport ~~Pensacola Gulf Coast Regional Airport~~, and port-associated businesses (i.e. trucking companies, railroads, shipping lines, etc.) to enhance economic development opportunities, and to identify and pursue waterborne commerce opportunities.

Policy T-5.1.4: The Port shall review, and if necessary, revise its Terminal Tariff so as to maximize revenues while maintaining a competitive position within the industry.

Objective T-5.2: The Port shall diversify its business base in order to strengthen the Port's contribution to the economic vitality of the Pensacola area.

Policy T-5.2.1: The Port shall make its maritime knowledge and experience available to tourism officials, inter- and intra-governmental departments and agencies, political leaders and others to assist in exploring the development of excursion, cruise, or amenity vessel operations at public access areas of the downtown waterfront including, but not limited to, Commendencia Slip, Plaza de Luna, and the Vince Whibbs Community Maritime Park, etc.

Policy T-5.2.2: The City shall work with the TPO, National Park Service, and the Department of the Navy to review the feasibility and benefits of establishing a local and regional passenger ferry system to support tourism and water-related commerce in the area.

Policy T-5.2.3: The Port may acquire, by lease or purchase, land or buildings for the purpose of leasing to potential Port customers, or to provide the same for use by transient cargo users of the Port.

Policy T-5.2.4: The Port shall actively market its deep draft docks, berths, pier-side warehouses and other infrastructure to traditional and non-traditional waterborne commerce and water-dependent maritime industry interests.

Policy T-5.2.5: The Port shall market its northeastern boundary for development of a commercial/restaurant/retail venture.

Policy T-5.2.6: The Port shall market unimproved land located roughly in the north central portion of the Port for development of light manufacturing/assembly type operations with significant employment potential.

Policy T-5.2.7: The Port may collaborate with other government agencies and private waterfront and inland landholders to develop strategic alliances and public-private partnerships which expand and enhance the Port's ability to serve new and expanded cargo and water-dependent business activities.

Objective T-5.3: The Port shall maintain a 5-year capital improvement and replacement plan to address Port facility construction and maintenance requirements.



Policy T-5.3.2: The City shall consider the potential impact on the Port of Pensacola of non-maritime related developments in the areas immediately adjacent to the Port property.

Policy T-5.3.3: The City, through the annual Port Department budget with support from state and federal grant resources where applicable, shall identify and commit funding as available to provide and maintain facilities necessary to facilitate the Port's business activities as described in Objective 5.2.

Policy T-5.3.4: Port capital improvement and expansion plans will be coordinated and consistent with applicable federal, state, and local laws, ordinances and regulations and shall be sensitive to environmental issues in consideration of the economic policy of Port operations.

Objective T-5.4: The Port shall develop and implement a comprehensive facilities maintenance program.

Policy T-5.4.1: The City, through the annual Port Department budget, shall provide sufficient personnel and financial resources, as available, to implement the facilities maintenance program.

Policy T-5.4.2: Port facilities shall be maintained so as to minimize the requirement for replacement and thereby extend the useful and productive life of Port assets.

Objective T-5.5: The City will limit public expenditures in the Coastal High Hazard Area except in the provision of facilities necessary for Port maintenance and operations.

Policy T-5.5.1: Future Port related public expenditures in the Coastal High Hazard Area shall be limited to: those which provide evidence of natural disaster mitigation planning and design; those which restore or enhance natural resources; or, those which are necessary for operation and expansion to accommodate Port activity as determined by the City.

**GOAL T-6: Port operations and developments that are undertaken in a manner which minimize or mitigate negative impacts on the basic functions and productivity of the City's natural land, coastal and water resources; and that eliminate, reduce or avoid Port related health and safety concerns for present and future residents of the City of Pensacola.**

Objective T-6.1: The Port shall endeavor to protect, conserve, and enhance wetlands, living marine resources, coastal barriers, and other natural resources within its immediate geographic area of operation.

Policy T-6.1.1: The Port will conduct its operations in accordance with all state, federal, and local regulations designed to protect wetlands, aquatic wildlife and creatures, and water quality.

Policy T-6.1.2: The Port will protect to the extent reasonably feasible, living marine resources from any permanent effects of Port related dredging by providing that all dredging activity will be permitted and conducted in accordance with applicable state and federal regulations designed to reasonably ensure that dredging impacts are short-term and limited.

Policy T-6.1.3: All future Port developments shall be designed to meet Northwest Florida Water Management District standards for the control of stormwater runoff. Recommendations outlined in the City's Stormwater Management Plan will be implemented during new construction activities on the Port site.

Policy T-6.1.4: All Port users discharging coolant or ballast water into Port area waters must comply with the pertinent state and federal regulations.

Objective T-6.2: Port operations, development, and expansion plans will be integrated into all City plans for the downtown and waterfront areas and compatible with the surrounding land uses, including the plans of the City Planning Department and the Community Redevelopment Agency, as a water-dependent land use.

Policy T-6.2.1: The Port shall work with other City departments to reasonably ensure that Port transportation requirements are analyzed and reflected in the plans of the TPO as well as federal and state DOT plans by participating in the development and adoption process of these plans.

Policy T-6.2.2: City Council Resolution 12-05 and City Council Policy on Port Operations and Administration will be incorporated into the City of Pensacola Comprehensive Plan.

Policy T-6.2.3: The Port will work with other City, County, State and Federal departments and agencies to explore transportation planning and management solutions which seek to segregate Port vehicular and rail traffic from other traffic types along Main Street and in the downtown Pensacola corridor to the extent practical.

Policy T-6.2.4: The City shall consider the economic impact of the Port in all future coastal and waterfront land use planning or development.

Policy T-6.2.5: Future Port development shall be visually compatible with adjacent development in the downtown and Historic District to the extent reasonably possible.

Objective T-6.3: The Port shall maintain a petroleum products and hazardous waste management program.

Policy T-6.3.1: The Port shall maintain a consolidated hazardous waste and petroleum products contingency/emergency response plan, which implements the guidance in the *Florida Coastal Pollutant Spill Contingency Plan*.

Policy T-6.3.2: The Port shall coordinate all disaster/ hazardous waste and petroleum products contingency planning with the Escambia County Emergency Management Director, State Department of Environmental Protection and the U.S. Coast Guard.

Policy T-6.3.3: All future Port expansion planning will, to the extent financially feasible, incorporate the appropriate technology for the safe handling of hazardous wastes and petroleum products.

Policy T-6.3.4: All handlers of petroleum products shall be required to have a U.S. Coast Guard approved spill contingency plan.

Policy T-6.3.5: The Port shall maintain a current file of the U.S. Coast Guard inspection reports and the various industry/company hazardous materials and petroleum products operations and handling manuals.

Policy T-6.3.6: The Port will maintain a comprehensive inventory of hazardous materials and petroleum products and inventory of spill cleanup equipment.

Objective T-6.4: All Port projects shall be consistent with the Future Land Use, Coastal Management and Conservation Elements of the City's Comprehensive Plan.

Policy T-6.4.1: Revisions to the Port development plan shall be reviewed to ensure consistency with the City's Comprehensive Plan.

Objective T-6.5: The Port will continue to coordinate operations and expansion plans with the TPO, the FDOT, and other appropriate transportation planning entities to ensure an integrated traffic circulation system.

Policy T-6.5.1: Port development plans will be reviewed for consistency with transportation plans of applicable transportation planning agencies.

Objective T-6.6: The Port shall continue to coordinate operational and expansion activities with the U. S. Army Corps of Engineers, the TPO, the Department of Defense, the *Escambia/Santa Rosa Coastal Resource Planning and Management Plan* and the FDOT 5-Year Transportation Plan.

Policy T-6.6.1: The Port will continue to construct and operate Port facilities in cooperation with appropriate federal, state and local agencies.

Policy T-6.6.2: The Port development plans will be coordinated with appropriate plans of other agencies including FDOT's 5-Year Transportation Plan and the TPO's adopted Transportation Improvement Plan (TIP).

Policy T-6.6.3: The Port shall coordinate with the appropriate City departments to assure that Port transportation requirements are consistent with and included in the plans of the TPO.

**GOAL T-7: The reduction of vulnerability of Port occupants to hurricanes and other natural disasters.**

Objective T-7.1: The Port evacuation time will be consistent with that of the County from Evacuation Zone 12.

Policy T-7.1.1: The Port shall maintain a disaster evacuation, response, and recovery plan as part of its comprehensive Port Security Plan approved by the United States Coast Guard and Florida Department of Law Enforcement.

Policy T-7.1.2: The Port shall coordinate with the County to ensure that its plan is consistent with that for County Evacuation Zone 12.

Policy T-7.1.3: The Port shall coordinate with the County in the development of a revised update of the Escambia County and City Hurricane Preparedness Plan which considers revised evacuation routes, the Port's role in the evacuation process, the orderly evacuation of Port workers, resident businesses, and cargo, and the post-hurricane recovery process.

Policy T-7.1.4: The Port shall conduct an annual review of its disaster evacuation, response, and recovery plan with all Port tenants, users, and resident businesses.

Objective T-7.2: The Port shall fully implement compliance with life safety, fire prevention, construction and flood plain management codes of the City and state.

Policy T-7.2.1: The Port area building standards shall continue to be consistent with or in excess of the most current construction, life safety and fire prevention codes.

Policy T-7.2.2: The City's land development regulations shall identify priorities for shoreline land uses which provide for a range of water-dependent uses, in-water related activities, economic growth stimuli, hurricane contingency planning, and protection of the natural and water quality of the environment.

Objective T-7.3: The Port shall provide immediate response to post-hurricane and natural disaster situations as requested or required by the Escambia County Civil Defense Organization.

Policy T-7.3.1: The Port-assigned recovery task forces shall be recommended to be incorporated in the current version of the Escambia County Emergency Management Organization and shall include a Port representative and, if available, a City Engineer.

Policy T-7.3.2: The Port shall coordinate with the County to develop plans and ordinance amendments, as necessary, which reflect any Port related recommendations in any inter-agency hazard mitigation reports or reports pursuant to Port or coastal operations.

Policy T-7.3.3: The Port shall develop the procedures for the Recovery Task Force to evaluate and recommend to the City and County various replacement options and priorities for damaged public/commercial facilities.

**GOAL T-8: Airport facilities that promote economic development, including new industry, business and tourism, while meeting existing and future demand.**

Objective T-8.1: Future development or expansion of the Pensacola International Airport ~~Pensacola Gulf Coast Regional Airport~~ shall be consistent with the 2018 ~~2000~~ Airport Master Plan Update and F.A.A. approved Airport Layout Plan or subsequent updates.

Policy T-8.1.1: The City shall coordinate the future updates of the Airport Master Plan with updates to the City's Comprehensive Plan.

Policy T-8.1.2: As an integral component of the airport master planning process, the City shall make provisions for regional transportation facilities for the efficient use and operation of the airport.

Policy T-8.1.3: The City shall coordinate the future expansion and/or development of Pensacola International Airport ~~Pensacola Regional Airport~~ with Escambia County to ensure land use compatibility consistent with Chapter 333 of the Florida Statutes.

Objective T-8.2: As identified in the 2000 and 2018 Airport Master Plan, the Airport shall continue to work towards the development of the an Airport Commerce Park on 65 ~~an Airport Commerce Park on 65~~ acres of property adjacent to the northwest quadrant of the Airport.

Policy T-8.2.1: ~~The Airport will continue to acquire properties in the targeted 65-acre site through a combination of Florida Department of Transportation and Airport Capital Improvement funds.~~

Policy T-8.2.2: The Airport will explore the development of the area Airport Commerce Park through build-to-suit development, third-party developers, design-build contracts, or other types of ~~Request For Proposals~~ processes.

Policy T-8.2.3: The Airport shall explore alternative funding sources and partnerships to finance the development of the area Airport Commerce Park.

Policy T-8.2.4: The Airport shall explore the creation of partnerships with local and regional economic development agencies to attract appropriate businesses and firms to the area Commerce Park to foster agglomeration economies.

Policy T-8.2.5: The Airport shall consider the development of a free-trade zone at the Commerce Park to attract firms and industries and enhance their economic competitiveness.

Policy T-8.2.6: The Airport will explore coordination with the Port of Pensacola for the provision of helicopter or air service at the proposed inland Port facility.

Objective T-8.3: The Airport will continue to coordinate operations and expansion plans with the appropriate transportation planning entities to ensure an integrated traffic circulation system.

Policy T-8.3.1: If the City undertakes future construction projects at the airport, the City shall develop a traffic circulation and parking plan to accommodate the impacts of that construction project.

Policy T-8.3.2: The City shall ensure that future airport development or expansion is consistent with the transportation element of this comprehensive plan and applicable TPO long-range transportation plans.

Policy T-8.3.3: The City shall coordinate with FDOT in reviewing the developing a comprehensive airport signage plan to include all interstate and major streets leading to the airport from all directions.

Policy T-8.3.4: Airport development plans and capital improvement program will be reviewed for consistency with transportation plans of the MPO, the FDOT and other applicable transportation planning agencies.

Objective T-8.4: The Airport shall continue to coordinate operational and expansion activities with the Federal Aviation Administration (FAA), the TPO and the FDOT.

Policy T-8.4.1: Cost estimates of proposed airport improvements shall be submitted for utilization in the Joint Automated Capital Improvement Program (JACIP) of the FDOT and FAA, the TPO transportation improvement plan, and the City's Capital Improvements Element.

Policy T-8.4.2: The Airport ~~Director~~ Manager shall provide planning and budgeting information to FDOT, the MPO, and the City's Comprehensive Plan Capital Improvements Element to encourage the inclusion of airport expansion projects and related traffic corridor improvements in their budgets.

Objective T-8.5: The City shall actively participate in the *Northwest Florida Steering Committee of the Continuing Florida Aviation Systems Planning Process (CFASPP and Strategic Intermodal Systems Development Plan)*, to assure that the service needs of the Pensacola International Airport ~~Pensacola Regional Airport~~ are considered in the coordination of air transportation in the Northwest Florida area.

Policy T-8.5.1: The development of new airports to support economic growth will take into consideration the use of existing airports.

Objective T-8.6: Coordinate with the United States Navy and the F.A.A. in the periodic review of the *Naval Aviation Training System (NATS) Plan* to reasonably assure that both military and civilian air space operations are compatible.

Policy T-8.6.1: Through the Airport Master Plan Update process, the City shall communicate the long range forecasting of airport operations for airport facilities to reasonably assure that civilian air space needs can be identified.

Objective T-8.7: All airport projects shall be consistent with the Future Land Use, Coastal Management and Conservation Elements of the City's Comprehensive Plan.

Policy T-8.7.1: Revisions to the Airport Master Plan Update shall be reviewed to ensure consistency with the City's Comprehensive Plan.

**GOAL T-8: Airport improvements and operations that consider environmental impacts and compatibility with surrounding land uses.**

Objective T-8.1: The City shall enforce the Airport Land Use Regulations to prevent incompatible land use that have a potential for being hazardous to aircraft operations as well as to the persons and property on the ground in the vicinity of the incompatible land use.

Policy T-8.1.1: The City shall continue to require via City Code ~~encourage~~ real estate agents to notify potential property owners that their property is within the Airport Impact District noise zones.

Policy T-8.1.2: The City shall continue to enforce Section 12-2-11, Airport Land Use District, and Section 12-11, Airport, of the Land Development Code to reasonably ensure that ~~airport~~ obstructions do not intersect the airport's runway protection zones, or impact the airspace surfaces around the airport approach surfaces. ~~transition surfaces, horizontal surfaces and conical surfaces.~~

Policy T-8.1.3: The City shall ensure that future changes to the Land Development Code shall be consistent with Chapter 333 of the Florida Statutes.

Objective T-8.2: The City shall continue to examine the concept of multiple land uses within Airport Restricted Zoned property.

Policy T-8.2.1: The City shall consider a compatible multiple use concept for the open space area at the end of Runway 8/26, considering the environmental sensitivity of the Gaberonne wetland area.

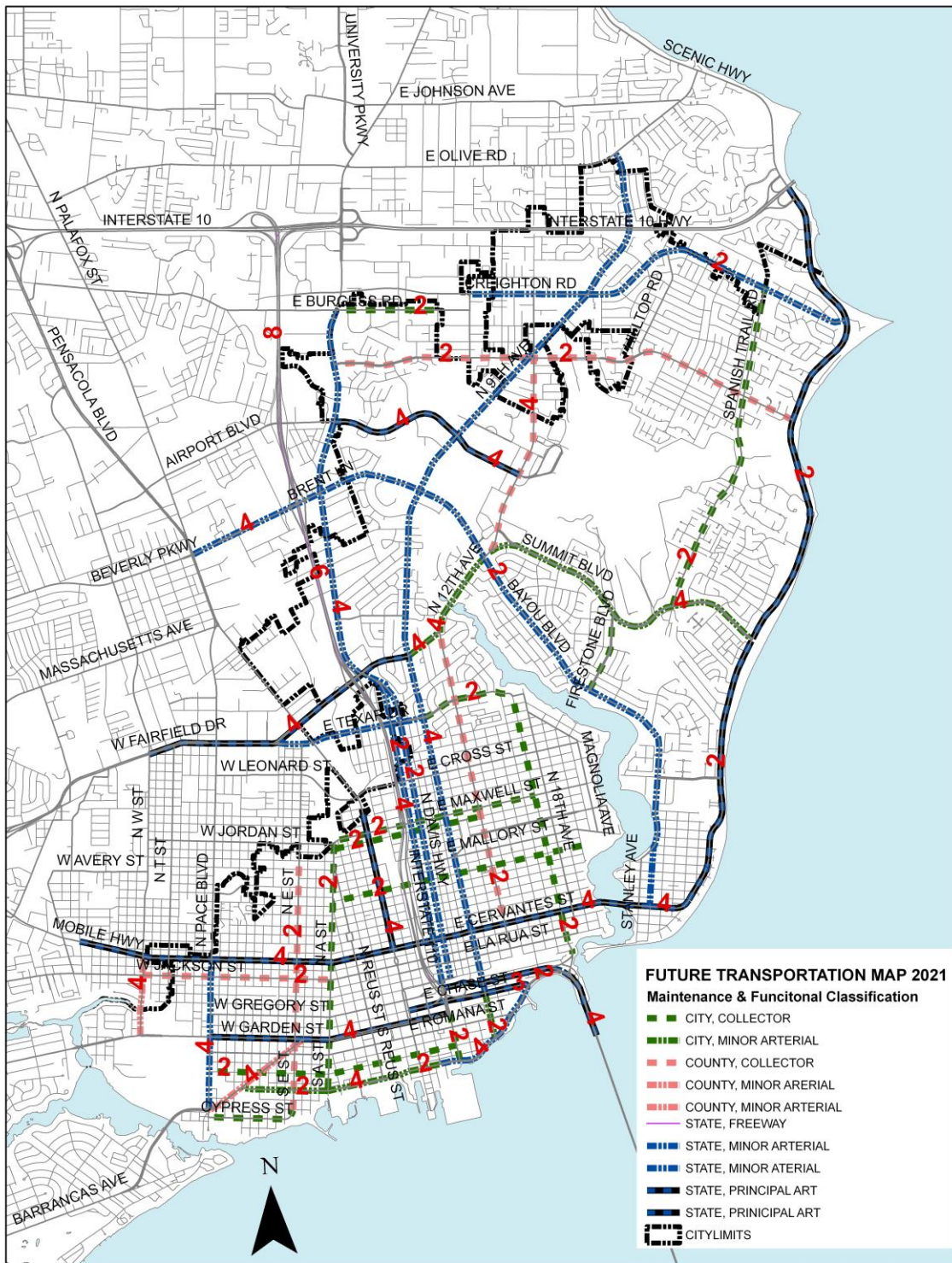
Policy T-8.2.2: The City shall consider the development of airport-related commercial activities within the ARZ zone but outside of runway protection zones, consistent with Chapter 333 of the Florida Statutes.

Objective T-8.3: The City shall continue to encourage Escambia County to enforce its airport land use compatibility regulations in the unincorporated area around the Pensacola International Airport ~~Pensacola Regional Airport~~.

Policy T-8.3.1: The City should continue to coordinate with the County, particularly after the approval of the *FAR Part 150 Noise Study*, to assure that the County enforcement of noise regulations around the Pensacola International Airport ~~Regional Airport~~ is compatible with the City's noise regulations.



# City of Pensacola Future Transportation Map



## Transportation



## CHAPTER 3

### HOUSING

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#### **GOAL H-1: An adequate supply of quality housing available to meet the needs of Pensacola households, now and in the future, in all neighborhoods.**

Objective H-1.1: Monitor and evaluate the housing market within the City to assess how well supply addresses present and expected future needs in the planning period.

Policy H-1.1.1: Review population trends and new construction figures to identify future housing needs of City residents.

Policy H-1.1.2: Conduct periodic surveys to identify substandard housing structures.

Policy H-1.1.3: Coordinate with public agencies and the private sector to ensure that a sufficient quantity of dwelling units exists to meet the housing needs of the existing and anticipated population in the City, including households with special needs.

Objective H-1.2: Encourage the creation and conservation of a wide variety of housing development and redevelopment types throughout the City.

Policy H-1.2.1: Continue to provide incentives for the development of new dwelling units in situations where housing needs are not being adequately met by the private sector with special emphasis on the elderly, handicapped, very low to moderate income and workforce households. These incentives could include density bonuses, donation of City-owned property, payment of utility connections and impact fees, assistance with obtaining financing from local lending institutions, and expedited permitting.

Policy H-1.2.2 Encourage the efficient use of existing housing by [promoting rehabilitation and adaptive re-use of non-residential buildings](#).

Policy H-1.2.3: Encourage the efficient use of infrastructure by focusing well-designed new and redeveloped housing on vacant, infill or underdeveloped land.

#### **GOAL H-2: Sufficient quality affordable housing to support the needs of present and future residents.**

Objective H-2.1: Identify very low, low, moderate income and workforce housing needs and provide safe, decent and sanitary housing for existing and future residents at a



sufficient volume and variety and at an affordable price range as defined in Chapter 420, Florida Statutes.

Policy H-2.1.1: ~~2sHousing~~ Conduct a periodic ~~annual~~ housing needs assessment plan to determine actual housing needs for very low, low, moderate income and workforce households.

Policy H-2.1.2: Continue to provide information about and pursue state and federal sources of funding designated for very low, low, and moderate income housing.

Policy H-2.1.3: Continue to work to improve the conditions of the housing stock by applying for and utilizing funds available through federal and State grants and programs.

Policy H-2.1.4: Continue to distribute applicable Federal and State funds for housing assistance throughout the City to provide for a wide variety of neighborhood settings and housing choices for very low, low and moderate income families while avoiding undue concentration in any given neighborhood.

Policy H-2.1.5: Research the possibility of obtaining dwelling units through donation, tax deed, purchase or other relevant means of acquisition for the purpose of making them available to low and moderate income families

Objective H-2.2: Continue to participate in the Community Development Block Grant Program to rehabilitate substandard owner-occupied housing units within the City in order to maintain existing residential neighborhoods.

Policy H-2.2.1: Continue to designate areas with high incidences of substandard dwelling units and low overall incomes as identified by census tract and other identified areas for timely and efficient rehabilitation activity and program implementation.

Policy H-2.2.2: Continue to provide temporary housing to households having their homes rehabilitated under the CDBG single-family owner-occupied housing rehabilitation program.

Objective H-2.3: Coordinate with other housing providers to foster efficient collaboration and provision of affordable housing.

Policy H-2.3.1: Continue to strive for a high level of intragovernmental and intergovernmental coordination between the City of Pensacola, Escambia County, and other public and private housing providers for all housing assistance efforts for very low, low and moderate income families.

Policy H-2.3.2: Coordinate with the major housing agencies in the area in developing, promoting, and maintaining housing counseling and training services to aid low and moderate income families in finding and maintaining housing compatible with their needs and income capabilities.

Policy H-2.3.3: Continue to implement regulations that are compatible with region-wide regulations for the allocation of very low, low and moderate income housing as stated in the Northwest Strategic Regional Plan Policy, and coordinate with Escambia County to provide for consistency in housing policies, regulations, and incentives.

Policy H-2.3.4: Continue to support the efforts of the Area Housing Commission by having City Council representation on their commission, and assisting in their efforts to locate and develop sites and housing programs for very low, low, and moderate income families.

Objective H-2.4: Encourage and facilitate the creation of quality affordable housing throughout the City.

Policy H-2.4.1: Continue to coordinate, support, and encourage attempts of private enterprises, non-profit groups, and civic organizations to build attractive, quality new dwelling units for households across the full spectrum of income ranges and for those with special needs.

Policy H-2.4.2: Encourage new housing units available to low and moderate income persons by lowering the cost of developing such units through incentive programs to the developers and applying for and utilizing available and eligible federal and state housing programs designed to assist low and moderate income families.

Policy H-2.4.3: Continue to initiate new, and support existing, public or public/private partnership for the provision of new rental units and new owner-occupied housing units for very low, low and moderate income households.

Objective H-2.5: Develop innovative programs and policies to create and preserve sustainable affordable housing.

Policy H-2.5.1: Continue to establish partnerships with local lending agencies that will explore, develop and promote creative ways of financing owner occupied housing for low and moderate income families, the improvement of substandard units and the development of standard ones. All agencies involved in the provision of affordable housing within the City are invited to participate in this "partnership."

Policy H-2.5.2: Encourage the replacement of obsolete public housing units with a quality mixture of for-sale and mixed-income rental properties with supportive services on site.

~~Policy H 2.6.3: Encourage The City shall Develop and implement inclusionary zoning standards for the provision of quality affordable housing in areas where it is determined that the demand for housing affordable to low, moderate and workforce families has not been addressed by the local market. Such inclusionary standards shall include provisions for new residential construction or the payment of a fee in lieu (existing Policy 1.1.8 and EAR)~~

Policy H-2.5.3: Encourage affordable housing through the exploration of innovative design and regulations in the Land Development Code.

Policy H-2.5.4: Continue to offer incentive for infill housing development through its liens waiver policy for affordable housing.

Policy H-2.5.5: Present a periodic progress report in creating and preserving sustainable affordable housing to the Planning Board of the City of Pensacola and the Mayor.

**GOAL H-3: A range of housing options to support the spectrum of a diverse and vibrant population.**

Objective H-3.1: Encourage a variety of quality housing types to meet the needs, financial abilities and preferences of present and future Pensacola residents.

Policy H-3.1.1: Encourage the provision of quality affordable housing in areas where it is determined that the demand for housing affordable to low, moderate and workforce families has not been addressed by the local market.

Policy H-3.1.2: Continue to provide for different intensities of attractive single family development to reflect differences in the existing and desired character of single family areas across the City.

Policy H-3.1.3: Continue to permit and encourage accessory dwelling units in appropriate residential zoning districts, subject to regulations designed to limit impacts and protect neighborhood character, in order to create attractive and affordable rental opportunities and provide greater flexibility for homeowners.

Policy H-3.1.4: Support mixed-income housing developments including quality, affordable, rental or for-purchase workforce housing, especially along transit lines in the inner city and urban core.

Policy H-3.1.5: Encourage mixed-income rental housing that allows both market-rate and subsidized units of equal quality and aesthetic appeal in the same development.

Policy H-3.1.6: Continue to allow residentially designed manufactured home units on individual lots in the R-1A, R-2A, R-NC, C-1, C-2, and C-3 zoning districts and as a conditional use in the R-1AA zoning district. Residentially designed manufactured home units shall be permitted in approved mobile home parks existing as of May 1, 1991, and in approved manufactured home parks. Standard design manufactured home units shall be permitted in approved mobile home parks existing as of May 1, 1991, and in approved manufactured home parks.

Policy H-3.1.7: [Continue to](#) identify opportunities and encourage redevelopment and attractive infill development that maintains the single-family character of an area, but allows for a greater range of residential housing types, i.e. garage apartments, cottages, tandem houses.

Policy H-3.1.88: Explore the creation of an independent not-for-profit entity to perform land trust and land banking activities to preserve and promote a range of housing options.

Objective H-3.2: Promote a range of housing options to support the population throughout all life stages and capabilities.

Policy H-3.2.1: Improve the balance in the City's population by attracting a proportionate share of the region's families with children through appropriate housing options in order to encourage stabilized neighborhoods and a vital public school system.

Policy H-3.2.2: Facilitate people who are aging to remain in their own neighborhoods and homes as their needs change by supporting shared housing, accessory dwelling units, adult foster homes, and other assisted residential living arrangements.

Policy H-3.2.3: Encourage the development of housing accessible to people with physical limitations and the adaptation of existing homes to improve accessibility for people of all ages and capabilities.

Policy H-3.2.4: Support and technical assistance shall be given through intergovernmental coordination to handicapped service organizations within the City to help provide them with the infrastructure and public facilities necessary to support and encourage independent living for clients of their programs.

Policy H-3.2.5: Continue to include measures in the Land Development Code that assure that group homes and foster care facilities can be developed in residential zones in proximity to convenient support services in accordance with federal, state and local regulations.

Objective H-3.3: Recognize the importance of housing to economic development efforts, and encourage the provision of a wide variety of housing types that support the retention, expansion and creation of desirable employment opportunities and a competitive workforce.

Policy H-3.3.1: Support housing development by considering the cumulative impact of City regulations on the protection and improvement of existing housing and on the ability of housing developers to provide quality under-represented housing types that are affordable to and appeal to the full spectrum of the workforce.

Policy H-3.3.2: City ordinances, codes, land development regulations and the permitting process shall be reviewed from time to time and amended, where necessary, for the purpose of eliminating excessive requirements in order to increase private sector participation in meeting housing needs.

Policy H-3.3.3: Allow an exemption from concurrency, pursuant to F.S. 163.3180, for certain affordable workforce housing units developed consistent with s.380.0651(3).

Policy H-3.3.4: Continue to provide expeditious and timely review of development and permit applications.

Policy H-3.3.5: Continue to ~~work to reverse the declining residential population of the City, both in total number as well as in diversity of age, education attainment and working status.~~ promote a variety of housing development that will support and increase a diverse residential population.

Objective H-3.4: Promote context-appropriate residential redevelopment in the downtown, urban core and inner-city areas.

Policy H-3.4.1: Promote and encourage the use of higher density within the downtown and inner city to creating sufficient mass to establish cohesive residential neighborhoods.

Policy H-3.4.2: Support downtown mixed-use development consistent with the Goals of the Comprehensive Plan's Land Use Element and CRA Downtown Master Plan strategies.



Policy H-3.4.3: Encourage utilization of vacant upper floors in the downtown business district for residential development for loft and non-suburban style apartments.

Policy H-3.4.4: Encourage production of high quality multi-family rental and for-sale units such as apartments, condominiums or co-ops and single family attached units such as townhouses and rowhouses in the downtown area at rents and prices affordable to the majority of younger professionals, empty nesters and urban families with above moderate, but below upper level incomes through development incentives.

[Policy H-3.4.5: Physically revitalize and modernize inner-city neighborhoods by providing appropriate incentives for mixed-income home ownership opportunities combined with multi-family rental units and retail space that reflect traditional neighborhood design.](#)

**GOAL H-4: Vibrant, stable neighborhoods that represent the unique diversity of Pensacola's past, present, and future.**

Objective H-4.1: Maintain the stability of existing neighborhoods while expanding opportunities for housing choices.

Policy H-4.1.1: Encourage conservation, where appropriate, of the existing supply of standard housing by continued code enforcement and demolition of deteriorated structures which are beyond repair.

Policy H-4.1.2: Continue to encourage private investment in the conservation of residential structures within the City limits.

Policy H-4.1.3: Continue to encourage revitalization of neighborhoods not designated as a formal "historic district" and provide adequate control over the new development and redevelopment by establishing development guidelines that will maintain the aesthetic quality of the area. These guidelines will be included in a Land Development Code amendment.

Objective H-4.2: Increase opportunities for new housing development while balancing the equally important objective of ensuring that new development is compatible with neighborhood character.

Policy H-4.2.1: In order to maintain a consistent and appealing character in residential areas, seek to ensure through development standards that new and converted structures are aesthetically compatible with existing development and reflective of the character of that development in terms of scale, open space, setbacks, siting and unit orientation.

Policy H-4.2.2: Promote denser, but still human-scaled neighborhoods by permitting multifamily building types with height limits and development standards that promote a strong relationship between individual dwellings and the ground level.

~~Policy H-4.2.3: Physically revitalize and modernize inner city neighborhoods by providing appropriate incentives for mixed income home ownership opportunities combined with multi family rental units and retail space that reflect traditional neighborhood design.~~

Objective H-4.3: Preserve and enhance the unique identities and character of housing in traditional or older neighborhoods.

Policy H-4.3.1: Encourage the rehabilitation and maintenance of existing sound housing to conserve physical assets that contribute to a neighborhood's desired character.

Policy H-4.3.2: Encourage housing design that supports the conservation, enhancement and continued vitality of areas of the City with special scenic, historic, architectural or cultural value.

Policy H-4.3.3: In addition to exploring the development of "special district" ordinances, the City shall continue to provide ordinances to preserve neighborhood character and viable housing stock with the support of public agencies and neighborhood-based organizations.

Objective H-4.4: Redevelopment of the housing stock in distressed and deteriorated neighborhoods.

Policy H-4.4.1: Maintain housing quality by encouraging the revitalization of housing stock to meet minimum building construction standards ~~that exceeds minimum construction standards.~~

Policy H-4.4.2: Promote housing opportunities that build a sense of community and neighborhood pride through quality design and aesthetic appeal.

Policy H-4.4.3: Continue to enhance the quality of the design of new infill residential development.

Objective H-4.5: Quality schools ~~at the heart of that support~~ vibrant, attractive neighborhoods.

Policy H-4.5.1: Recognize the interconnected importance of quality neighborhood school retention ~~in larger~~ with community economic development, neighborhood stability, diversity and sustainability efforts.

Policy H-4.5.1: In partnership with other agencies, encourage the maintenance and improvement of urban schools to preserve and enhance neighborhood quality and vitality.

Policy H-4.5.2: Support the viability of urban schools by encourageing residents and families to locate or remain in underutilized urban school districts.

Policy H-4.5.3: Utilize, where appropriate, homeownership and rehabilitation incentives to attract families to underutilized school districts, including incentives to the private sector to maintain a housing production capacity sufficient to meet the needs of workforce families.

**GOAL H-5: Sustainable, environmentally-friendly neighborhoods that enhance the City's livability.**

Objective H-5.1: Encourage the greatest concentration of housing in areas with convenient access to transit, a mix of activities, a range of residential services and amenities and opportunities to live within walking distance of employment.

Policy H-5.1.1: Encourage “walkable,” mixed-use, mixed-income communities that offer a variety of services, multiple housing options and diverse residents to create a stimulating urban lifestyle.

Policy H-5.1.2: Encourage economic development, retail opportunities and incentives for the downtown CRA and inner-city redevelopment districts to support a vibrant urban living experience.

Policy H-5.1.3: Continue to support low-impact home-based businesses and “cottage industries” in mixed-use districts and residential areas while ensuring that those proposed for residential areas do not negatively impact residential neighborhoods.

Policy H-5.1.4: Promote a residential development pattern with increased availability of housing at densities that promote walking and transit use near employment concentrations, residential services and amenities.

Objective H-5.2: Ensure that new residential development is consistent with the environmental capacity of the site and the character of the surrounding area.

Policy H-5.2.1: Continue to utilize flexible development options, including cluster development, to preserve the environmental integrity and viability of the site and surrounding area.

Policy H-5.2.2: Foster flexibility in the division of land and the siting of dwellings and other improvements to reduce the development's impact on environmentally sensitive areas and resources.

Policy H-5.2.3: Continue to provide supporting infrastructure improvements and maintenance of leisure services facilities, such as parks and open space, available to existing neighborhoods and new housing developments.

Policy H-5.2.4: Continue to offer reduced parking requirements for housing where impacts on surrounding neighborhoods are minimal as identified in the land development code.

Policy H-5.2.5: Minimize the exposure of housing to excessive off-site environmental impacts including pollution, noise, vibration and odors associated with industrial or commercial uses through landscaping and streetscape screenings.

Objective H-5.3: Energy-efficient homes that minimize their impact on the environment while energy decreasing costs to residents.

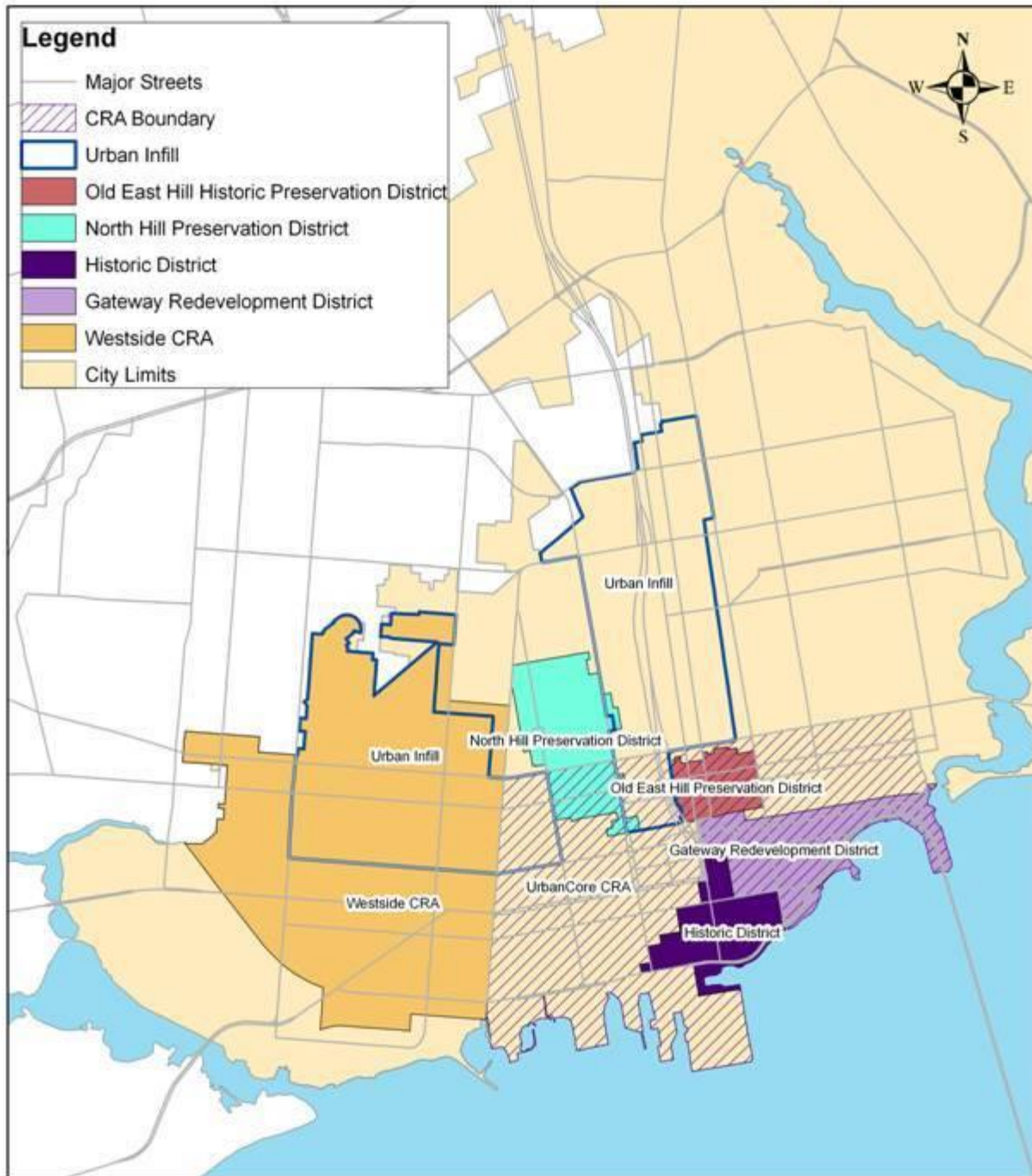
Policy H-5.3.1: Consider, where appropriate, revisions to the land development code that will support the development of energy efficient infill housing.

Policy H-5.3.2: Encourage the use of eco-friendly, "green," sustainable building standards in residential projects.

Policy H-5.3.3: Encourage the use of the most feasible, safe and energy-efficient systems and methods for constructing rental and home ownership housing to increase its useful life.

Policy H-5.3.4: For qualifying households and homes, the City shall utilize existing weatherization programs and encourage the use of energy efficiency programs available through local agencies like Gulf Power and Energy Services of Pensacola.

City of Pensacola Special  
Districts



## Special Districts City of Pensacola



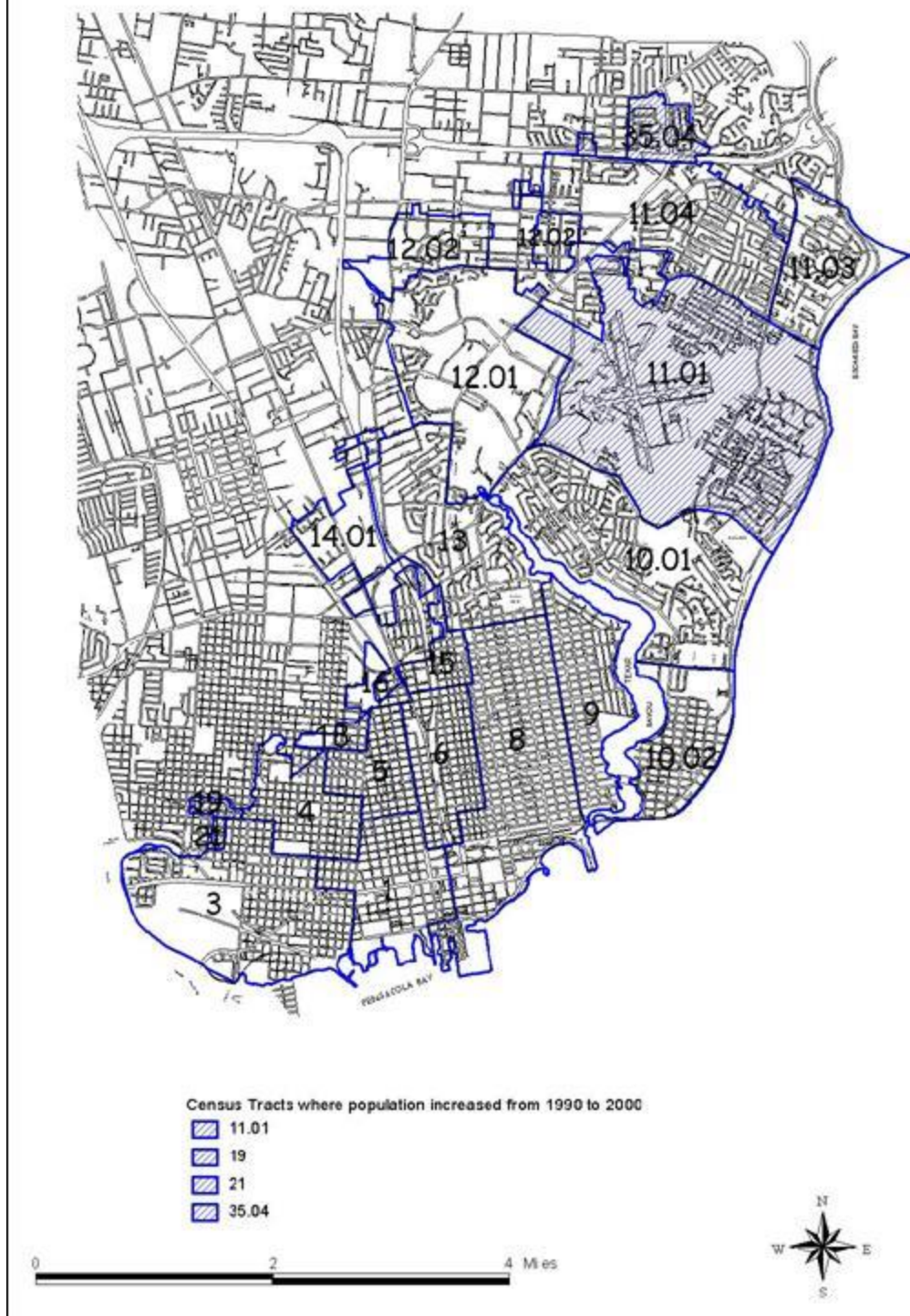
**Date: 2010**

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.

City of Pensacola Census Tracts



# City of Pensacola Census Tracts 2000



## CHAPTER 4

### PUBLIC FACILITIES

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**GOAL PF-1: The City shall make provision of the necessary solid waste, sanitary sewer, stormwater drainage and potable water facilities for the purpose of meeting existing and projected public facility demands within the City of Pensacola.**

Objective PF-1.1: The City and/or the appropriate agency shall correct public facilities deficiencies as described in the Public Facilities and the Capital Improvements Chapters of the Comprehensive Plan.

Policy PF-1.1.1: The following level of service standards shall be utilized so that development permits are issued concurrent with adequate public facilities capacity:

Solid Waste - 4.52 pounds per capita per day

Drainage - LOS A - tolerates street flooding to a depth of 3 inches or less in the gutters when the rest of the pavement is passable, and allows open or green space flooding of up to 12" as long as there is no threat to public health or safety, or permanent impediment to the intended use of the property; LOS B - tolerates flooding of entire street surface up to 4" at centerline of roadway; LOS C - tolerates structure flooding; based on the following design criteria:

- \* In existing developments adequate drainage capacity to accommodate run-off associated with a 3-year, 12-hour design storm for collection systems;
- \* In new developments adequate drainage capacity to accommodate a ~~25~~ 100-year, ~~12~~ 24-hour critical duration design storm (pre-development rate) for collection systems and for retention and detention ponds. As a minimum the first  $\frac{1}{2}$  1" of runoff must be retained on the site of the development. At the discretion of the City Engineer, retention standards may be increased beyond the  $\frac{1}{2}$  1" minimum retention standards and the 100-year design storm on a site specific basis.

Objective PF-1.2: The City shall participate with the Emerald Coast Utilities Authority (ECUA) in the preparation of the ECUA's 5-Year Capital Improvements Plan to ensure the future provision of sanitary sewer and potable water facilities.

Sanitary Sewer - No existing deficiencies identified

Potable Water - No existing deficiencies identified



Policy PF-1.2.1: The following level of service standards shall be utilized so that development permits are issued concurrent with adequate public facilities capacity:

Sanitary Sewer - 100 gallons per capita per day (gpcd) for average flow capacity and 200 gpcd for peak flow capacity.

Potable Water - 118 gallons per capita per day for Zone 1 and 146 gallons per capita per day for Zone 2.

Objective PF-1.3: The City shall:

1. Coordinate the extension of, or increase in the capacity of, sanitary sewer or potable water facilities with ECUA based on population projections and the development of land as described in the Future Land Use Chapter and delineated on the Future Land Use Map Series.
2. Routinely ~~U~~ update the City's current Stormwater Master/Management Plan, dated April, 2019, in order to assess need to extend or increase capacity of the municipal drainage system.

Policy PF-1.3.1: The City shall monitor and verify the availability and capacity of public facilities prior to issuing development permits so that a determination can be made as to whether adequate capacity will be available concurrent with the impacts of the development.

Policy PF-1.3.2: No City development permits will be issued for new development, which will result in increased demand on City or ECUA controlled public facilities beyond their design capacities based on adopted level of service standards, unless the necessary facilities are available concurrent with the impacts of the development.

Policy PF-1.3.3: The City shall prepare an annual summary of capacity and demands for drainage and solid waste facilities and the ECUA will prepare annual summaries of capacity and demand for sanitary sewer and potable water facilities within the City limits pursuant to the Uniform Special District Accountability Act of 1989.

Objective PF-1.4: The City shall maximize the use of existing drainage facilities through efficient and timely maintenance and shall propose an interlocal agreement with Escambia County and the ECUA, which will describe provisions under which sanitary sewer and potable water facilities will be expanded so as to discourage urban sprawl.

Policy PF-1.4.1: The following priorities shall be established in providing for public facility needs:

1. Correction of existing deficiencies;
2. Replacement of existing facilities as they deteriorate, unless these facilities are located in an area that is deemed hazardous to human safety or environ-mentally unsound; and,
3. Provision of future facility needs when developments comply with all other requirements of the Comprehensive Plan.

Policy PF-1.4.2: Through provisions of the proposed interlocal agreement, ECUA shall be required to upgrade, maintain and expand sanitary sewer and potable water facilities in existing developed areas in the City and the County at a higher priority than that of construction and/or expansion into undeveloped areas, especially when such expansion fosters urban sprawl.

Objective PF-1.5: The City of Pensacola has implemented, and will continue to operate, a solid waste management programs for the separation of domestic waste into recyclable and non-recyclable categories in order to reduce overall quantities of landfilled waste by 30% in accordance with Chapter 187.201(13), F.S., to the maximum extent economically feasible.

Policy PF-1.5.1: Projected solid waste landfill demands through the year 2019 will be met through the interlocal agreement with Escambia County regarding the utilization of the County's resource recovery facility.

Policy PF-1.5.2: The City of Pensacola will continue to conduct solid waste separation programs using the most feasible separation techniques.

Policy PF-1.5.3: The City will continue a public information/education campaign concerning the City's solid waste management program.

Policy PF-1.5.4: The City shall encourage the use of xeriscaping© (i.e., the use of native vegetation in its natural state by residents so that less yard waste will be generated by mowing and pruning activities) through education of City residents.

Policy PF-1.5.5: The City of Pensacola will conduct periodic studies on future solid waste management techniques.

**GOAL PF-2: Provision of sanitary sewer, solid waste, drainage and potable water facilities shall be done in a manner which reasonably ensures the maintenance and integrity of environmental quality, as well as protection and maintenance of groundwater aquifer recharge areas, surface groundwater and receiving waters.**

Objective PF-2.1: The City shall coordinate with the ECUA and Escambia County in efforts to reduce effluent discharge to surface water.

Policy PF-2.1.1: When considering a site for a sewage treatment plant, the City shall encourage ECUA to consider locations close to facilities, crop lands, etc., which can use the effluent generated by the plant.

Policy PF-2.1.2: The City will coordinate with the ECUA and the Escambia County Health Department to identify the location of individual septic tanks in the City for the purpose of discontinuing septic tank use and requiring utilization of the sewer collection system.

Policy PF-2.1.3: The City will review cumulative impact of new development on natural resources.

Policy PF-2.1.4: The City shall continue to monitor the implementation actions of the Escambia/Santa Rosa Coast Resources Planning and Management Committees and recommend area-wide compliance with the policies pertaining to wastewater facilities planning.

Policy PF-2.1.5: Where economically feasible, the City will support ECUA's efforts to require impact fees on developments which create a demand for additional public facilities, sufficient to finance the development's share of the cost.

Objective PF-2.2: The City shall continue to require all new development, and redevelopment where economically feasible, to protect natural drainage features and sensitive environmental resources by implementing stormwater management and erosion control practices, which comply with regulations adopted in the revised Land Development Code.

Policy PF-2.2.1: The City shall monitor stormwater management facilities on City-owned lands that are adjacent to or contain natural water systems to minimize impact.

Policy PF-2.2.2: The City shall continue to develop cooperative approaches to restoring and managing regionally significant natural systems through implementation of the recommendations from the *Escambia County/City of Pensacola Stormwater Plan* and the *Pensacola Bay System S.W.I.M. Plan*.

Objective PF-2.3: The City's Land Development Code shall be revised where necessary to assure that development, which adversely affects functioning natural systems, is minimized or prevented.

Policy PF-2.3.1: The City shall protect the hydrologic and ecologic function of estuarine systems by designating areas as Conservation Land Use Districts and through the implementation and enforcement of “Resource Protection Overlay Districts”.

Overlay Zoning Districts are as follows:

- X Wellhead Protection District - The purpose of this district is to avoid risks of damage to sources of drinking water by prohibiting within close proximity of public water wells certain land uses, facilities and activities which involve a reasonable likelihood of discharges of pollutants into or upon surface of ground waters.
- X Bayou Texar Shoreline protection District - The purpose of this district is to establish standards which recognize and protect the environmental resources of the Bayou Texar shoreline. This district ensures the preservation of the natural buffering effect of open spaces along the shoreline for storm surge abatement and the filtering of stormwater runoff.
- X Escambia Bay Shoreline Protection District - The purpose of this district is to establish standards, which recognize and protect the unique scenic vistas and environmental resources of the Escambia Bay shoreline.

Policy PF-2.3.2: The City shall continue to enforce all ordinances, which relate to drainage, stormwater management, litter, and sedimentation and erosion control.

Policy PF-2.3.3: The City shall continue to provide technical assistance for the development of non-structural approaches to stormwater drainage control.

Policy PF-2.3.4: The City shall continue to encourage use of permeable surfaces for parking lots, patios, sidewalks, driveways, etc.

Objective PF-2.4: The City shall develop a public information campaign about watershed management (either on its own or in conjunction with other applicable agencies or governmental entities).

Policy PF-2.4.1: The City shall coordinate with Escambia County, the Escambia County School Board, ECUA and the NFWFMD in funding and/or developing educational materials which will be utilized for public information purposes on watershed management.

Policy PF-2.4.2: The City shall coordinate with the Escambia County Agriculture Extension Service and/or other appropriate agencies in developing landscape design and/or urban forestry programs, which promote the preservation of native vegetation for the purpose of sedimentation and erosion control.

Objective PF-2.5: The City of Pensacola shall coordinate with the County, the ECUA and the NFWFMD to promote water conservation through identifying methods of reducing sanitary sewer flows and pumping of potable water.

Policy PF-2.5.1: The City shall coordinate with the Emerald Coast Utilities Authority (ECUA) to develop a public information campaign concerning water conservation.

Policy PF-2.5.2: The City shall coordinate with Escambia County, the Escambia County School Board, ECUA and the NFWFMD in the continued funding and/or development of educational materials which will be utilized for public information purposes on water conservation.

Policy PF-2.5.3: The City shall coordinate with Escambia County, the Escambia County School Board, ECUA, and the NFWFMD in researching all funding mechanisms which are available for establishing a water conservation campaign.

Policy PF-2.5.4: The City shall continue to enforce codes and ordinances requiring water-saving devices in new and rehabilitated construction and encouraging or requiring use of permeable surfaces for parking lots. The City shall consider incentives for developments, which utilize water conservation technology, not to exclude energy conservation technology such as water-sourced heat pumps.

Policy PF-2.5.5: The City shall coordinate with ECUA in studying the development of irrigation systems, which utilize water sources other than the groundwater aquifer for City-owned building sites, recreational sites or public rights-of-way.

Policy PF-2.5.6: The City shall coordinate with the Escambia County Agriculture Extension Service and/or other appropriate agencies in developing landscape design and/or urban forestry programs, which promote the use of indigenous vegetation for the purpose of conserving water used for irrigation. This coordination may be either in the form of shared funding or manpower.

Objective PF-2.6: The City shall continue to enforce its Land Development Code regulations protecting the function of the Sand and Gravel Aquifer.

Policy PF-2.6.1: The City shall utilize maps contained in the *Wellhead Protection Area Delineation In Southern Escambia County, Florida, Water Resources Special Report 97-4, December 1997*, prepared by the Northwest Florida Water Management District, as may be amended, and included by reference, to identify wellhead protection areas around existing water wells and shall continue to cooperate with the Emerald Coast Utilities Authority in reviewing land use regulations within these areas.

Policy PF-2.6.2: The City shall protect all water recharge areas within the City through enforcement of all existing ordinances adopted in the Land Development Code, including but not limited to the following:

1. Open space requirements;
2. Amount of impervious surfaces permitted in critical water recharge areas;
3. Stormwater management;
4. Erosion control; and
5. Landscaping and vegetation protection.

Objective PF-2.7: The City shall continue to cooperate in developing a hazardous waste management program in coordination with State and County governments and agencies for the proper collection, storage, disposal and transport of hazardous wastes generated within the City.

Policy PF-2.7.1: The City shall continue to respond to all hazardous materials incidents in the City in compliance with Title III of the Superfund Amendment and Re-authorization Act of 1986 and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988.

Policy PF-2.7.2: The City shall promote the use of scheduled amnesty days for the appropriate collection of hazardous wastes.

Policy PF-2.7.3: All industries with hazardous wastes shall be required to develop a spill clean-up plan, provide storage facilities for hazardous wastes generated on site, and provide for safe transport of any hazardous waste.

Policy PF-2.7.4: The City shall coordinate with County, State and Federal agencies in the development and compliance of hazardous waste management programs.

Policy PF-2.7.5: The City shall regulate the use and disposal of hazardous materials and wastes within critical aquifer protection areas and within wellhead protection zones.

**GOAL PF-3: The City shall encourage the use of energy efficient and environmentally-beneficial activities and products for public facility use.**

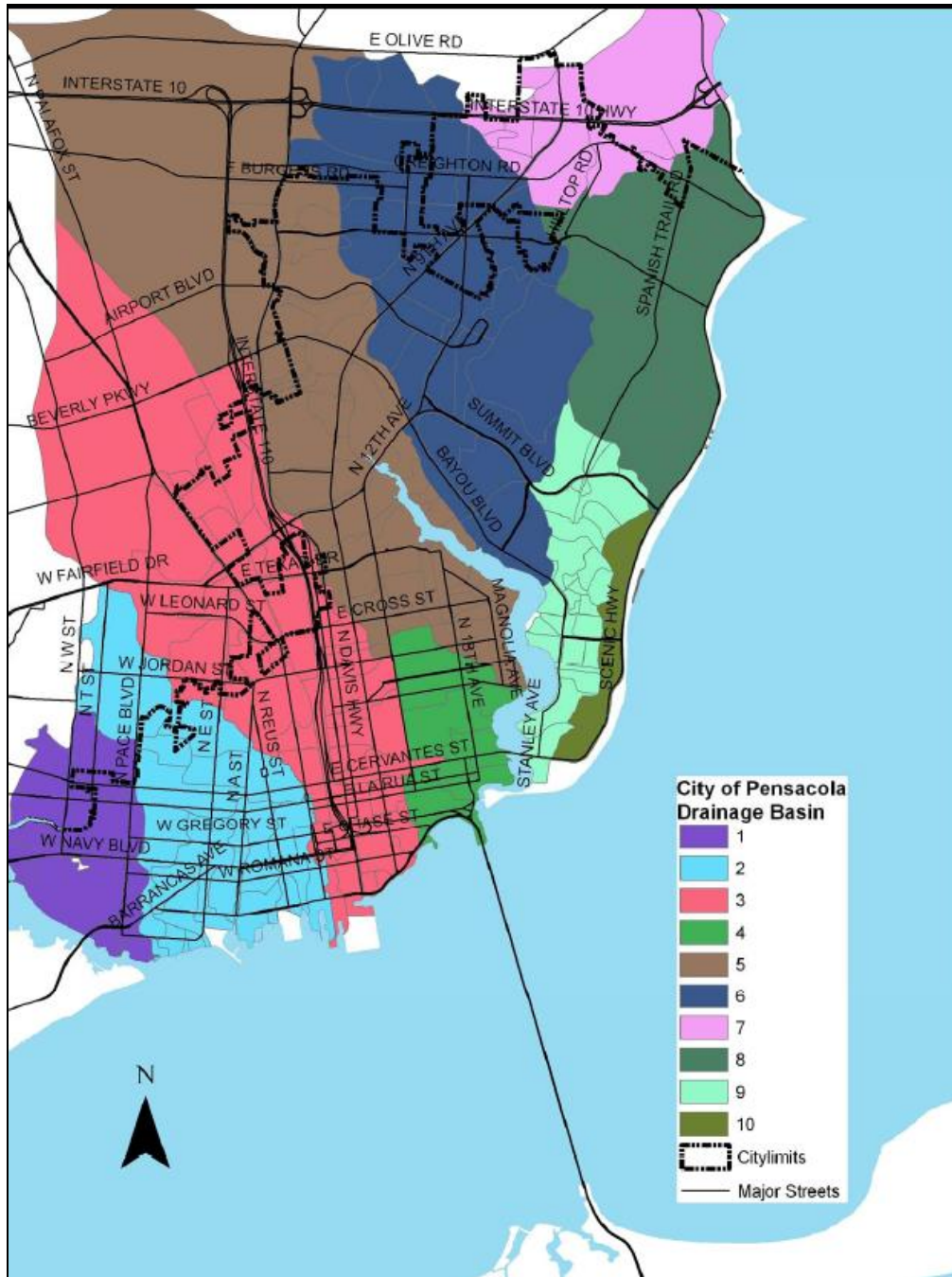
**Objective PF-3.1:** The City shall encourage construction of new facilities and purchase of equipment to be used with environmentally beneficial equipment.

**Policy PF-3.1.1:** The City shall encourage all new public facilities to be constructed utilizing energy and resource efficient techniques and systems

including benchmarks from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Green Building Rating Systems. The City shall also encourage LEED certification where appropriate and feasible.

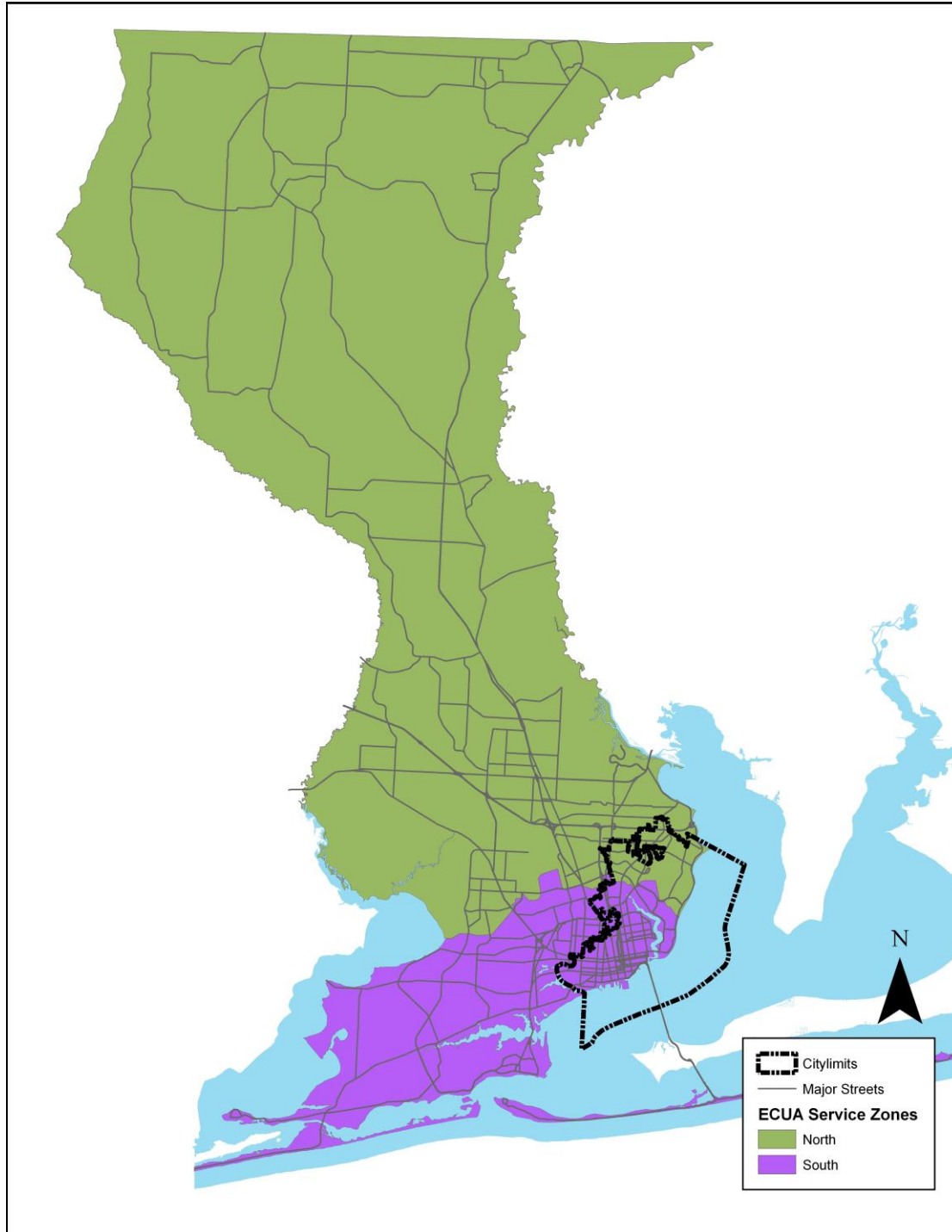
**Policy PF-3.1.2:** The City shall exclusively purchase environmentally-beneficial equipment such as Energy-Star qualified products when cost feasible.

## City of Pensacola Drainage Basins





## Emerald Coast Utility Authority Service Zones



## CHAPTER 5

### COASTAL MANAGEMENT

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**GOAL CM-1: The City shall manage the coastal system natural resources within the City limits in a manner that will maintain or enhance environmental, recreational, historic and economic qualities, protect human life, and limit public expenditures in coastal areas.**

Objective CM-1.1: The City shall encourage shoreline development of those land uses which are dependent on or related to access to the water.

Policy CM-1.1.1: Shoreline development in Coastal High Hazard Area (CHHA) shall be prioritized as follows to the maximum extent feasible

- A. Water dependent uses
  - 1. Commercial
  - 2. Light industrial
- B. Water related recreation
- C. Residential
- D. Commercial

Policy CM-1.1.2: All City owned or City financed waterfront development, except for industrial uses, shall provide for public waterfront access.

Policy CM-1.1.3: The City shall encourage and coordinate in the development of additional marina facilities and fishing piers provided they meet the following criteria:

- \* The use is compatible with surrounding land uses.
- \* Upland support services are available.
- \* A hurricane contingency plan is in place.
- \* The water quality concerns have been addressed.
- \* A plan is in place for mitigation actions in the event that the environment is adversely affected.
- \* The economic need and feasibility for the facility have been established.

Policy CM-1.1.4: The City shall continue to provide for the siting of water-dependent and water-related uses through the zoning guidelines of the appropriate land use districts.

Policy CM-1.1.5: The City shall continue to utilize and develop its deepwater port, coordinating the port's activities with other City, County, regional, state and federal agencies in the following areas: transportation, land use, natural and man-made hazards, protection of natural resources.

Policy CM-1.1.6: The City shall enhance the urban waterfront through proper land use planning, the public acquisition of land for parks and open space, and the establishment of downtown waterfront pedestrian connections.

Objective CM-1.2: The City shall limit public expenditures that subsidize development in the Coastal High Hazard Area (CHHA) except for restoration or enhancement of natural resources.

Policy CM-1.2.1: The Coastal High Hazard Area (CHHA) will be the area seaward of the elevation of the Category 1 storm surge line as established by a Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

Policy CM-1.2.2: Public funds shall be expended in the CHHA only in developments: that comply with residential densities adopted in this plan that will produce no adverse affects to the surrounding land uses or the environment without approved mitigation plans; and/or, that would further open up the waterfront to public access.

Policy CM-1.2.3: The City shall take whatever actions that are necessary so that all public facilities located near the City's shoreline or in the CHHA are resistant to storm events and meet all the building standards for the hurricane-force winds and floods.

Objective CM-1.3: In accordance with the City's land development code, the City shall continue to direct high density population developments away from the City's CHHA.

Policy CM-1.3.1: Future residential land use in the CHHA shall be limited to the following densities by location:

- \* Low density - along Escambia Bay north of Hyde Park Road and south of Gadsden Street, and along both shores of Bayou Texar.
- \* Medium density - along Pensacola Bay (except for the Historic District), and along Bayou Chico.
- \* High density - Historic District.

Policy CM-1.3.2: Future residential land use developments in the dense business area constructed in the CHHA shall be limited to medium density (18 or fewer residential dwelling units per acre). Allowable density above the medium density limit established by future land use category may be transferred to portions of the development site outside the CHHA.

Objective CM-1.4: The City shall provide, and if necessary increase, public access to available shoreline consistent with estimated need.

Policy CM-1.4.1: The City will limit vacations of public rights-of-way to maintain the public access to shorelines.

Policy CM-1.4.2: The City will continue to work with Escambia County to maintain and increase shoreline access to the public.

Policy CM-1.4.3: The City shall review and enforce the public access requirements of the Coastal Zone Protection Act of 1996.

Policy CM-1.4.4: The City shall coordinate land use plans for shoreline access to include proper circulation routes and parking facilities necessary for the particular locations and uses.

Policy CM-1.4.5: The City shall coordinate with the Escambia County Transit System for provision of public transportation to shoreline facilities.

Policy CM-1.4.6: The City shall promote public access and increase overall connectivity between existing neighborhoods and Pensacola Bay.

Objective CM-1.5: The City shall allow development in the CHHA only if it will not create a deficiency in the adopted minimum levels of service.

Policy CM-1.5.1: Level of service standards in the CHHA shall be consistent with those of the rest of the City.

Policy CM-1.5.2: The City shall take all appropriate steps to provide that funding for infrastructure will be phased to coincide with the demands generated by development or redevelopment in the CHHA provided the development meets all the requirements of density and use set forth in the Future Land Use Plan and is consistent with coastal resource protection and safe evacuation.

Objective CM-1.6: The City shall coordinate with State, regional and county agencies in evaluating major evacuation routes and determining where operational improvements can be made to maintain or reduce hurricane evacuation times and shall work with the Civil Defense and Red Cross in identification and provision of adequate emergency shelter.

Policy CM-1.6.1: In the event of a natural disaster, the City shall respond to the instruction and guidance of the Escambia County Civil Defense office and follow the recommendations from the *Tri-State Hurricane Evacuation Study* for evacuation procedures.

Policy CM-1.6.2: The City shall periodically review the natural disaster plan, taking into consideration the capacity of evacuation routes as compared to the predicted population density listed in the Future Land Use Plan Element and other publications relating to natural disaster planning.

Objective CM-1.7: The City will update post-disaster redevelopment plans based on building and construction regulations, city codes, and intergovernmental reports in coordination with Escambia County in order to minimize or eliminate the exposure of human life and property to natural disaster hazards, as necessary.

Policy CM-1.7.1: The City will enforce and/or establish any necessary building and development codes to minimize damage to human life and property from a natural disaster.

Policy CM-1.7.2: The City will continue to participate in the National Flood Insurance Program.

Policy CM-1.7.3: Following a natural disaster, the City will seek Federal Acquisition and donation of properties along CHHA that have been damaged beyond repair, provided for by section 1362 of the NFIP.

Policy CM-1.7.4: The City shall identify all areas needing redevelopment to reduce or eliminate unsafe conditions and inappropriate uses in the CHHA.

Policy CM-1.7.5: The Post-Disaster Redevelopment Plan shall establish policies for the following: differentiating between repair and clean-up actions which are needed to protect public health and safety and those actions which constitute long-term repair and redevelopment activities; practices for removal, relocation or structural modification of damaged infrastructure and unsafe structures; limiting redevelopment in areas of repeated damage; and incorporating recommendations of interagency hazard mitigation reports into the local Comprehensive Plan.

Policy CM-1.7.6: The City shall develop regulatory or management techniques for general hazard mitigation including regulation of: beach alteration; stormwater management; and sanitary sewer facilities.

Policy CM-1.7.7: The City shall incorporate the recommendations of the hazard mitigation annex of the local peacetime emergency plan and applicable existing interagency hazard mitigation reports.

**GOAL CM-2: The City shall ensure the highest environmental quality feasible, the City will seek to conserve, protect, and properly manage its natural resources.**

Objective CM-2.1: The City shall protect, conserve or enhance coastal wetlands, living marine resources and wildlife habitat.

Policy CM-2.1.1: The City shall limit the specific and cumulative impacts of development and redevelopment which will have adverse effects on wetlands, water quality, wildlife habitat, living marine resources and beach systems by prohibiting these developments unless mitigation actions are specified or by withholding public funds from these projects.

Policy CM-2.1.2: By the year 2021, the City shall restore or enhance disturbed or degraded natural areas for City-owned property including beaches, estuaries, wetlands, shoreline ecosystems, and drainage systems and shall establish programs to mitigate future disruptions or degradations.

Policy CM-2.1.3: The City shall establish standards for new development adjacent to wetlands to reasonably assure that the quality and quantity of their stormwater discharge does not adversely impact the physical and/or ecological features of those habitats.

Policy CM-2.1.4: With respect to acquisition, the City, where feasible, shall protect, conserve, or enhance coastal wetlands, living marine resources and wildlife habitat unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Objective CM-2.2: The City shall maintain and improve estuarine environmental quality.

Policy CM-2.2.1: The City shall coordinate with Escambia County and the City of Century through the existing interlocal agreement to conduct stormwater management plans which will provide recommendations for preventing estuarine pollution, controlling surface water runoff and protecting living marine resources.

Policy CM-2.2.2: The City shall review and contribute to any updates of the Comprehensive Plans in surrounding jurisdictions and other policy plans that would affect implementation of local estuarine protection goals.

Policy CM-2.2.3: With respect to acquisition, the City, where feasible, shall protect, conserve, or enhance estuarine environmental quality unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Policy CM-2.2.4: The City shall work with local organizations, regional, state agencies to establish procedures to protect and increase the water quality near existing shorelines.

Objective CM-2.3: The City shall reasonably assure that impacts of man-made structures on beach systems are minimal.

Policy CM-2.3.1: Construction in the CHHA shall conform to regulations set forth in the Land Development Code for floodplain management.

Objective CM-2.4: The City shall coordinate with the West Florida Historic Preservation, Inc. and other appropriate agencies in the protection, preservation or sensitive reuse of historic resources.

Policy CM-2.4.1: The City shall continue to support the Historic Pensacola Preservation Board in its efforts to identify historic sites and register them with the proper agencies.

Policy CM-2.4.2: Through historic zoning district guidelines and building codes, the City shall continue to establish controls for safe construction practices and for retaining the character of development within the districts.

Objective CM-2.5: The City shall continue to discourage off shore oil and gas drilling in the coastal areas of North Florida, and the City shall continue to demand accountability for clean-up of any leaks or spills of oil or oil products as well as other contaminants and pollutants.

Policy CM-2.5.1: The City shall continue to cooperate with other local and state agencies in opposition to the leasing of coastal area waters for offshore oil and gas drilling through appropriate actions. Further, the City shall cooperate with local, state and federal agencies in the clean-up efforts following the Deepwater Horizon oil spill and any other oil leak or spill as well as other contaminants and pollutants that affect waterways within the city limits.

**Coastal High Hazard Area**

— Major Streets  
 [Dashed Line] Citylimits  
**CAT Evacuation Zones**

[Red]	1
[Orange]	2
[Yellow]	3
[Light Green]	4
[Light Blue]	5



## CHAPTER 6

### CONSERVATION AND SUSTAINABILITY

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**GOAL C-1: The City of Pensacola will seek to properly manage and protect the environment and its natural resources to the highest level possible.**

Objective C-1.1: The City will work with the appropriate agencies to preserve and protect air quality within the City and the Pensacola Urbanized Area to meet ambient air quality standards as currently required by the Florida Department of Environmental Protection (FDEP).

Policy C-1.1.1: The City shall support and cooperate with Escambia County, FDEP, and FDOT in monitoring air pollution sources in the area.

Policy C-1.1.2: The City shall ensure that new industrial development is located in compatible land use areas where impact on air quality can be monitored and minimized.

Policy C-1.1.3: The City shall reduce automobile emission pollution by:

- a. Improving traffic flow patterns.
- b. Encouraging carpooling, the "ride-share" program, and other mass transit options.
- c. Encouraging buffer vegetation along arterial roadways and residential areas.
- d. Developing bicycle paths and pedestrian walkways within the City to encourage use of "clean" transportation.
- e. Encourage efforts to require compliance with emission standards.

Policy C-1.1.4: The City shall continue to enforce City regulations which prohibit or restrict the practice of open fire burning within the City.

Objective C-1.2: The City shall, through its land development regulations, protect, to the maximum extent feasible, all ecologically significant plant and animal communities identified by the U. S. Fish and Wildlife Service, the Florida Game and Fresh Water Fish Commission and other governmental and non-governmental agencies.

Policy C-1.2.1: The City shall take into consideration endangered or threatened plant and animal species, habitat conditions, occurrences and disturbances, in reviewing development proposals.

Policy C-1.2.2: The City shall require that development proposals upon request include a survey for endangered and threatened plant or animal communities utilizing information provided by the Florida Natural Areas Inventory indicating

that no such plant or animal communities occur or are likely to occur with the goal that no documented endangered or threatened natural vegetative or animal communities are destroyed.

Policy C-1.2.3: In areas where protected resources or unique vegetative communities are anticipated or documented, utilizing data information provided by the Florida Natural Areas Inventory development plans shall include an inventory of these resources and vegetative communities.

Policy C-1.2.4: The Land Development Code shall ensure reasonable protection of indigenous tree species, and where degradation has occurred, restoration shall take place by planting native species.

Policy C-1.2.5: The City shall adopt regulations which require the responsible party to mitigate impacts where degradation of environmentally sensitive areas, as defined in 9J-5.003(41), F.A.C., occurs as a result of development activities (cost to be incurred by the proposed development affecting the environmentally sensitive areas).

Policy C-1.2.6: The City will study the design of low-impact parks at Carpenter Creek and Gaberonne Swamp using native plants and other natural features that will not alter the wildlife values of the park.

Policy C-1.2.7: The City will coordinate efforts to conserve, appropriately use or protect unique vegetative communities located within more than one local jurisdiction with adjacent local governments and public or private agencies, including but not limited to the Florida Department of Environmental Protection, The Florida Fish and Wildlife Conservation Commission, and local chapters of groups such as the Sierra Club and Audubon Society.

Policy C-1.2.8: With respect to acquisition, the City, where feasible, shall protect ecologically significant plant and animal communities unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Objective C-1.3: The City will coordinate with the County and other regional agencies to encourage a greater abundance and diversity of aquatic vegetation and fish species in Bayou Texar, Bayou Chico and Pensacola Bay.

Policy C-1.3.1: Through coordinated efforts with ECUA, the City will encourage alternative methods of gray-water discharge, such as a recycling program, reducing the volume of wastewater discharged into area waters.

Policy C-1.3.2: The Land Development Code will include provisions that require stream bank and shoreline buffer zones adjacent to surface water bodies to enhance filtration of stormwater run-off.

Policy C-1.3.3: The City will permit shoreline development only when such development would not destroy or degrade the estuarine or deepwater environment, provided it meets the following criteria:

1. A plan is in place for mitigation actions in the event that the environment is adversely affected.
2. The economic need and feasibility for the development has been established.

Policy C-1.3.4: The City, in coordination with Escambia County and the ECUA, will implement a public information program to educate residents on the type and use of pesticides that are environmentally safe.

Policy C-1.3.5: The City shall take necessary measures to reduce the quantity and improve the quality of stormwater discharged to area bodies of surface water as follows:

1. Implementation of the Pensacola Bay System S.W.I.M Plan recommendations.
2. Implementation of the Escambia County/City of Pensacola Stormwater Management Plan recommendations.
3. Improvements to the municipal drainage system shall be designed with appropriate water quality control techniques.
4. Continuing maintenance of stormwater systems will be performed in a timely and adequate manner which minimizes adverse environmental impacts.

Policy C- C-1.3.6: The City will encourage further development of artificial reefs to enhance fish populations.

Objective C-1.4: The City shall participate in the development of a hazardous waste management program, in coordination with the State and County, for the proper collection, storage, disposal, and transport of hazardous wastes generated within the City.

Policy C-1.4.1: The City shall continue to respond to all hazardous material incidents in the City in compliance with Title III of the Superfund Amendment and Re-authorization Act of 1986 and the Florida Hazardous Materials Emergency Response and Community Right-to Know Act of 1988.

Policy C-1.4.2: The City, in coordination with Escambia County and the ECUA, shall provide educational material and schedule amnesty days to provide for the

collection of hazardous wastes from City residents and small commercial and industrial hazardous waste generators.

Policy C-1.4.3: The City shall coordinate with County, State, and Federal agencies in the development and compliance of hazardous waste management programs.

Objective C-1.5: The City shall regulate future development on or near floodplain areas to reduce the exposure of human life and property to damage from natural hazards.

Policy C-1.5.1: The City shall establish limits on public expenditures and capital improvement for developments located in Coastal High Hazard Areas (CHHA).

Policy C-1.5.2: The City will actively enforce minimum building standards identified in the adopted Flood Plain Management Ordinance for construction within the 100-year flood plain.

Policy C-1.5.3: The City shall cooperate with the Federal Emergency Management Agency (FEMA) to regularly update the 100-year flood plain and to continue FEMA regulations.

Objective C-1.6: The City shall establish responsibility for the alleviation of the harmful and damaging effects of on-site generated erosion, sedimentation, runoff, and the accumulation of debris on adjacent downhill and/or downstream properties.

Policy C-1.6.1: The City shall require that no person may subdivide or make any change in the use of land or construct or change the size of a structure, except for individual single-family and duplex home construction, without first submitting a stormwater management plan to the City Engineer and obtaining a stormwater management permit from the building official.

Policy C-1.6.2: The City shall require that all land development plans include measures to minimize soil erosion in sensitive soil erosion areas. These plans should utilize native species for landscaping to the maximum extent possible.

Policy C-1.6.3: The City shall review and update its Erosion, Sedimentation, and Runoff Control ordinance as necessary.

Objective C-1.7: The quality of Pensacola's surface and ground waters should meet or exceed the minimum requirements set by the Florida Department of Environmental Protection.

Policy C-1.7.1: The City shall protect all water recharge areas within the City through enforcement of the Land Development Code, and periodic review and

amendment of these regulations, as necessary, to strengthen the overall protection of water recharge areas including but not limited to the following:

1. Open space requirements;
2. Amount of impervious surfaces permitted in critical water recharge areas;
3. Stormwater management;
4. Erosion control;
5. Landscaping and vegetation protection.

Policy C-1.7.2: The City shall utilize maps contained in the *Wellhead Protection Area Delineation in Southern Escambia County, Florida, Water Resources Special Report 97-4, December 1997*, prepared by the Northwest Florida Water Management District, as may be amended, and included by reference, to identify wellhead protection areas around existing water wells and shall continue to cooperate with the Escambia County Utilities Authority in reviewing land use regulations within these areas.

Policy C-1.7.3: The City shall continue to coordinate its efforts with those of federal and State agencies to complete the clean-up of hazardous waste sites and abandoned dump areas to protect the groundwater from leaching.

Policy C-1.7.4: The City shall regulate, minimize or prohibit development which can be expected to cause or increase salt-water intrusion, interfere with water use rights, or pollute or damage ecosystems within the City.

Policy C-1.7.5: The City shall coordinate with the NFWFMD to prohibit the extraction of water where use exceeds the available recharge, or in areas of concern near utility wells "cones of influence".

Policy C-1.7.6: The City will continue to coordinate with the ECUA and the Escambia County Health Department to identify the location of individual septic tanks in the City for the purpose of discontinuing septic tank use and requiring future utilization of the sewer collection system.

Objective C-1.8: The City shall encourage the conservation of fresh groundwater and the reuse of existing water supplies.

Policy C-1.8.1: The City shall encourage the development of building codes that provide for the installation of water saving devices in new construction and renovation projects.

Policy C-1.8.2: The City will coordinate with ECUA to investigate the feasibility of establishing a graywater system throughout the City for irrigation and other suitable purposes.

Policy C-1.8.3: To reduce the quantity of potable water used for irrigation, the Land Development Code will include provisions encouraging the use of native vegetation for all development or redevelopment activities, whenever feasible.

Policy C-1.8.4: New development shall not be permitted unless a continual source of potable and/or non-potable water is available to meet the projected needs of the population.

Policy C-1.8.5: The City of Pensacola shall support the water management plans and water shortage plans of the Northwest Florida Water Management District through cooperation with ECUA and through enforcement of water conservation provisions.

Objective C-1.9: The City shall identify and cooperate in the protection of all endangered or threatened species by including appropriate regulations within the Land Development Code.

Policy C-1.9.1: The City shall use a current and complete inventory, prepared by other reliable sources, which includes endangered or threatened plant and animal species, habitat conditions, occurrences and disturbances, in reviewing development proposals.

Policy C-1.9.2: The City shall include regulations within the Land Development Code that prohibits any development that would destroy the habitat of endangered or threatened species, when the habitats has been identified and documented.

Objective C-1.10: The City's wetlands shall be conserved and protected, to the greatest extent feasible, from any adverse physical or hydrological alteration without proper mitigation.

Policy C-1.10.1: The City shall require review and approval of dredge and fill permits by the Florida Department of Environmental Regulation for wetlands within its jurisdiction.

Policy C-1.10.2: Where alteration of wetlands is necessary in order to allow for reasonable use of property, then the restoration of disturbed wetlands shall be provided for or additional wetland areas will be created to replace the area that was destroyed.

Policy C-1.10.3: The City shall designate the Gaberonne Swamp area owned by the City as an environmentally sensitive area to be used only for purposes of low-intensity recreation activities, with construction activities limited to those which will not disturb the natural environment pursuant to FAA approval.

Objective C-1.11: The City shall, as feasible, establish and implement a systematic plan for reforesting its urban fabric that optimizes the resources available in the City Tree Planting Trust Fund.

Policy C-1.11.1: The plan should contain an audit and condition analysis of protected trees existing on public properties, and prioritized replanting plan in roadway rights of way between specific intersections on specific roadways.

Policy C-1.11.2: The plan shall coordinate with regulations in the Land Development Code to produce aesthetic uniformity along roadways and biodiversity throughout the total urban forest, promotion of minimum tree spacing, and planting and maintenance specifications should prescribe best practices to optimized tree life.

**GOAL C-2: The City of Pensacola will seek to promote sustainable development which meets the needs of the present without compromising the ability to meet the needs of the future through the protection of the natural environment.**

Objective C-2.1: The City will encourage green site development in which the design, construction, and operation promote the preservation of resources and environmentally sensitive construction practices, systems and materials.

Policy C-2.1.1: The City shall promote and encourage the construction of buildings with design by recognized environmental rating agencies including the Florida Green Building Coalition, the National Home Builder Association and the U.S. Green Building Council.

Policy C-2.1.2: The City shall establish land use regulations that provide incentives for the construction of LEED certified buildings.

Policy C-2.1.3: The City shall continue to promote, through its Land Development Code regulations, the use of Florida landscape materials that promote water conservation and the principals of Xeriscape.

## CHAPTER 7

### RECREATION AND OPEN SPACE

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#### **GOAL R-1: The City of Pensacola shall ensure that all Pensacola residents have access to a wide range of recreational facilities and City Parks.**

Objective R-1.1: The City will acquire, develop and maintain parks and recreational facilities to meet the needs of the city's current and projected population.

Policy R-1.1.1: The City will adopt a recreational level of service of .5 acres/1000 persons for mini-parks (at a 1/4 mile radius); 2 acres/1000 persons for neighborhood parks (at a 1/2 mile radius); 1.5 acres per 1,000 persons for community parks (city-wide radius); and, 1 acre per 1,000 persons for open space (citywide radius). Activity based level of service standards shall be adopted as follows:

Swimming Pools	1 pool/25,000 population
Tennis Courts	1 court/2,000 population
Basketball Courts	1 court/5,000 population
Baseball/Softball Fields	1 field/3,000 population
Football/Soccer/Rugby Fields	1 field/4,000 population
Golf Course (9-hole)	1 course/25,000 population
Golf Course (18-hole)	1 course/50,000 population

Policy R-1.1.2: The City will acquire and/or develop recreation sites and correct or improve existing deficiencies consistent with the Capital Improvements Element as follows:

- ❖ Baars Park- develop neighborhood park.
- ❖ ~~Acquire land near Legion Field~~ Develop soccer complex at Hitzman Park.
- ❖ Acquire land near Sanders Beach-Corinne Jones Center.
- ❖ ~~Acquire property or implement interlocal agreement for Dory Miller Park.~~
- ❖ Acquire land or implement interlocal agreement for ball fields near "T" and "W" Streets.
- ❖ Coordinate Master Plan for Hollice Williams Park with CRA.
- ❖ Construct Community Center in ~~Service Area 8~~ District 2.
- ❖ ~~Develop Community Aquatic Center~~
- ❖ Develop Mallory Heights Park III.

Policy R-1.1.3: The City will periodically review demographic changes within Pensacola and ~~conduct~~ update needs assessment survey ~~for each park service area~~ to determine necessary equipment and services for City parks and recreational facilities.



Policy R-1.1.4: The City will reduce maintenance cost of parks and recreational facilities by using native plants for landscaping in appropriate areas.

Policy R-1.1.5: Where feasible, the City shall provide additional recreation and open space opportunities including, but not limited to, sites/facilities required to meet LOS standards, and/or sites that would further objectives to protect natural environments, through establishment of public or private conservation easements, or through other available means as deemed appropriate

Policy R-1.1.65: Where feasible in the redevelopment of existing recreation and open space sites or development of new sites, the City shall provide facilities for outdoor recreation activities, including, but not limited to, nature trails or boardwalks, interpretive displays, wildlife observation areas, or picnic areas, if applicable.

Policy R-1.1.76: The City shall identify and prioritize for acquisition, properties that provide for open space amenities, especially if they are located within the urban core or provide access to scenic vistas or waterways.

Policy R-1.1.87: The City shall manage natural areas and waterfront open spaces appropriate for the resources that are contained within, or are being protected by such lands. At a minimum, this shall include removal of non-native and invasive vegetation.

Policy: R-1.1.98: The City shall strive to maintain the quality and availability of recreational facilities for residents throughout the City.

Policy: R-1.1.409: The City shall strive to ensure the quality of the recreational equipment will be provided equally to all recreational facilities in the City.

Objective R-1.2: The City will continue to analyze and improve accessibility of recreational facilities and natural resources.

Policy R-1.2.1: The City will encourage the Pensacola Transportation Planning Organization (TPO) to conduct a study of roadways adjacent to park and recreational facilities and develop a plan for a coordinated system of bicycle lanes and sidewalks/paths linking residential areas with these facilities. This system will be coordinated with plans for existing or proposed state or federal scenic highway corridors and/or greenway trail systems.

Policy R-1.2.2: The City will coordinate with Escambia County Transit System to reasonably assure, when feasible, provision of service to major recreational facilities.

Policy R-1.2.3: The City will maintain existing public access to the greatest extent possible, and if deemed feasible will increase opportunities for public access to the shoreline through establishment of public or private conservation easements or through other available means as deemed appropriate. Private property rights will be protected in providing additional public access to the shoreline.

Objective R-1.3: The City shall coordinate public and private resources to meet development and maintenance needs for recreation by execution of existing interlocal agreements with public agencies and by assistance to private resources through technical help or through co-sponsorship of activities.

Policy R-1.3.1: The City shall continue to contribute funding to the Keep Pensacola Beautiful ~~Escambia Clean Community Commission for the community education program they coordinate with Escambia County School Board about littering and misuse of recreational facilities and~~ for their monitoring of the "Adopt-A-Park" program which coordinates private resources to maintain City parks and rights-of-way.

Policy R-1.3.2: The City shall continue the interlocal agreement for coordination between the City and the Escambia County School Board in the provision and maintenance of shared recreational facilities.

Policy R-1.3.3: The City shall continue to cosponsor recreational programs and events, such as ~~the baseball/softball program and other athletic events,~~ races and festivals, using City facilities and maintenance.

Objective R-1.4: Open space areas, which are accessible to the public for low-intensity use shall be provided through implementation of the open space requirements of the Land Development Code.

Policy R-1.4.1: The City will designate corridor open space areas for new roadways and for reconstruction of existing roadways wherever adequate rights-of-way exist.

Policy R-1.4.2: The City will accept or acquire easements and/or right-of-ways for portions of Gaheronne Swamp and Carpenter Creek from the end of Ellyson Drive north to Bayou Boulevard to protect these areas in their natural state by designating them as conservation districts.

Policy R-1.4.3: The City shall maintain open space areas by implementing Title 12 of the Land Development Code, specifically Chapter 12-2 (zoning district setback requirements) and Chapter 12-8 (subdivision regulations which require a donation of 5% of land for open space or recreation).

Policy R-1.4.4: Open space definitions and standards as described in the Recreation and Open Space Chapter of the Comprehensive Plan will be included in the City of Pensacola Land Development Code.

**GOAL R-2: The City shall continue encourageing greater usage of recreational facilities and open spaces.**

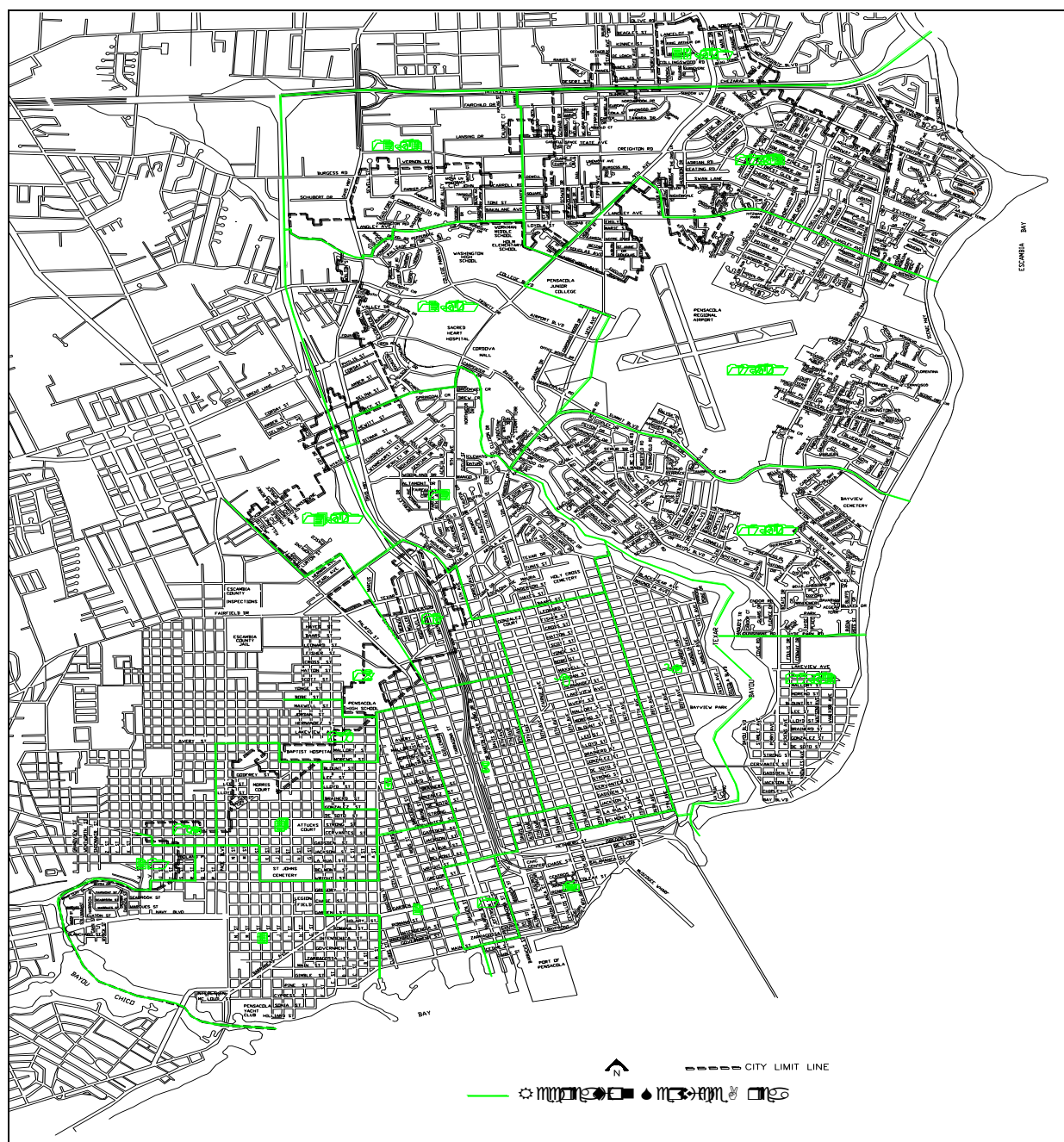
Objective R-2.1: The City will pursue efforts to promote interconnectivity with existing recreational facilities and open spaces.

Policy: R-2.1.1: The City will review existing park locations to determine when interconnections could be established that would promote greater use.

Objective R-2.2: The City will pursue efforts to promote interconnectivity with Escambia County recreational facilities and open space with City resources.

Policy R-2.2.2: The City will ~~coordinate~~work with Escambia County to promote the concept of interconnecting County recreational facilities and City recreational facilities to be used by residents.

## City of Pensacola Recreation Service Areas



## CHAPTER 8

### INTERGOVERNMENTAL COORDINATION

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**GOAL IC-1: The City of Pensacola shall foster and encourage intergovernmental coordination with Escambia County, other adjacent local governments, and local, regional, State and Federal agencies.**

Objective IC-1.1: The City will prepare or update existing interlocal agreements with appropriate governmental entities in Escambia County to provide continued intergovernmental coordination.

Policy IC-1.1.1: The City will continue to review all existing interlocal agreements to evaluate their effectiveness and to assure that any new requirements from the Comprehensive Plan will be addressed in the agreement.

Policy IC-1.1.2: The City will prepare interlocal agreements with Escambia County and/or the ECUA to assure coordination regarding infrastructure development which affects both the City and the County.

Policy IC-1.1.3: The City will prepare an interlocal agreement with the District School Board in order to assure collaborative planning of educational facilities and infrastructure development.

Policy IC-1.1.4: The City will coordinate with the Pensacola State College and the University of West Florida in order to assure collaborative planning of infrastructure development.

Policy IC-1.1.5: The City will continue to promote compatibility with local military service.

Objective IC-1.2: The City will participate in and develop new committees or informal coordination mechanisms which will further intergovernmental coordination.

Policy IC-1.2.1: The City will assist in the development and participate in a joint City/County/ECUA coordinating committee to review future development plans with the ECUA facilities capacities.

Policy IC-1.2.2: The City will continue to participate in existing intergovernmental coordination committees (i.e., Transportation Planning Organization, Bay Area Resource Council, Chamber of Commerce) and expand some of the functions of these committees to address problem areas identified in the Comprehensive Plan.

Policy IC-1.2.3: The City shall establish a regular exchange of City Planning Board agendas and Escambia County Planning Board agendas for the purpose of providing information to each entity regarding certain issues with potential intergovernmental impacts.

Policy IC-1.2.4: The City will coordinate with Escambia County to identify potential adverse effects of development decisions made within a one-half (1/2) mile on either side of the City limits.

Policy IC-1.2.5: The City of Pensacola shall routinely review and coordinate the level of service standards with the WFRPC, TPO, DCA, DEP, FDOT and all other appropriate State, regional and local agencies in the development of each element of the Comprehensive Plan.

Policy IC-1.2.6: The City shall continue to coordinate with the WFRPC and other appropriate agencies to ensure that the impacts of development proposed in the City's plan are coordinated with adjacent local governments (i.e., expansion of marinas, airport, ports, bridges and new roads).

Policy IC-1.2.7: The City shall continue to coordinate with the School District to insure that the School Board has an opportunity to review and comment on the effect of proposed residential development, the effect of comprehensive plan amendments and rezonings on the public school facilities plan.

Objective IC-1.3: The City will continue to enforce LOS standards with Escambia County, the ECUA, and the FDOT, and to coordinate with the District School Board facilities work program.

Policy IC-1.3.1: The City will continue to annually review enforce adopted LOS standards and coordinate with the ECUA in planning for future growth.

Policy IC-1.3.2: The City will continue to enforce adopted roadway LOS standards with Escambia County and FDOT, which are consistent, particularly where roadways pass through jurisdictional boundaries.

Policy IC-1.3.3: The City will coordinate with the District School Board facilities work program, which is used to plan for future growth.

Policy IC-1.3.4: The City will coordinate population estimates and projections with the School Board at a minimum of once each year as part of the review of the DSB facilities work program (5-year plan).

Policy IC-1.3.5: In order to coordinate the effective and efficient provision and siting of educational facilities with associated infrastructure and services within the City, representative of the City and the School Board will meet by June 2000

to develop mechanisms for coordination of educational facilities planning. The City will amend the Plan by January 2001 to incorporate the coordination mechanisms developed.

Objective IC-1.4: The City shall ensure that the impacts of development proposed in the City's Comprehensive Plan are coordinated with adjacent municipalities, Escambia County, WFRPC, the State of Florida, the TPO and other appropriate agencies.

Policy IC-1.4.1: The City will coordinate comprehensive planning with local governmental agencies including the School Board, the WFRPC, the Northwest Florida Water Management District, etc. for all developments that will have a significant impact on the region.

Policy IC-1.4.2: The City will participate in the update of the *West Florida Strategic Regional Policy Plan*.

Policy IC-1.4.3: In order to coordinate the management of environmental systems that fall under the jurisdiction of more than one local government, the City shall:

- \* Monitor and evaluate updates to the *Escambia/Santa Rosa Coastal Resource Management Plan*.
- \* Participate in the Florida-Alabama TPO.
- \* Participate in the formulation of, and coordinate in the implementation of, the *Pensacola Bay System S.W.I.M. Plan* and the *Escambia County/City of Pensacola Stormwater Management Plan*.

Objective IC-1.5: The City will provide for formal or informal conflict resolution mechanisms when necessary to deal with issues of intergovernmental coordination.

Policy IC-1.5.1: The City will utilize the services of the West Florida Regional Planning Council for informal conflict mediation where appropriate.

Policy IC-1.5.2: The City will provide for joint meetings of the City Council and the County Commission to resolve issues relating to intergovernmental coordination

Objective IC-1.6: The City of Pensacola shall periodically sponsor workshops with the Escambia County School District, other units of local government, and the ECUA to discuss future expansion plans and identify any proposed land use or facility impacts.

Policy IC-1.6.1: The City of Pensacola shall annually review the master plans of the Escambia County School District, other units of local government, the WFRPC, the State, and the ECUA in the comprehensive planning process and shall advise the respective bodies concerning inconsistencies.

Objective IC-1.7: The City shall comply with Florida laws for review of annexation requests and for resolving annexation issues.

Policy IC-1.7.1: City and County staff will exchange and review data regarding levels of service and land use for areas that are being considered for annexation.

Policy IC-1.7.2: The City will consider conducting an opinion survey of any area(s) being considered for annexation to determine the feasibility of conducting a referendum prior to initiating an annexation action.

Policy IC-1.7.3: The City will coordinate with State legislators in addressing State laws concerning annexation.

**GOAL IC-2: The City of Pensacola shall coordinate and plan with the Escambia County District School Board for the provision of adequate and readily accessible educational sites and the timely construction of school facilities.**

Objective IC-2.1: The City will cooperate with the School District in siting individual facilities in an orderly and timely manner that is responsive to alleviating overcrowding, providing special facilities, and meeting the demands of new development through, but not limited to, the following policies.

Policy IC-2.1.1: The City Planning Department will coordinate with the School District staff in the siting of school facilities throughout the City so that their location is consistent with and, to the degree possible, will further the Goals, Objectives, and Policies of the Comprehensive Plan.

Policy IC-2.1.2: The City will evaluate the ability for the co-location of public parks, public library facilities, or other public facilities as appropriate, when school sites are chosen and the development plans prepared. The technical inter-relationships of the Capital Improvements Programs will in part, identify co-location/joint use opportunities.

Objective IC-2.2: The City will provide the School District an opportunity for coordinated, on-going review of the impacts of development.

Policy IC-2.2.1: The City will inform the School District of proposed amendments to the Future Land Use Map of the City.

Policy IC-2.2.2: The City will request that the School District, prior to final consideration by the School Board, formally contact the City regarding any existing school in the City that is being considered for closure, capacity change,



or programmatic change, so that the City can assess the impact of the school closure upon the community and provide formal comments if desired.

## CHAPTER 9

### CAPITAL IMPROVEMENTS

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**GOAL CI-1: The City shall utilize development standards which will effectively maximize facilities and will provide for new facilities as growth occurs in a manner consistent with the City's Future Land Use element.**

Objective CI-1.1: The City shall utilize the capital improvements element to correct existing deficiencies within the framework of the 5-year Schedule of Improvements; to accommodate desired future growth; and to replace worn-out or obsolete facilities.

Policy CI-1.1.1: The Capital Improvements Element shall include only those facility types explicitly required in Chapter J-5, FAC, which are Sanitary Sewer, Solid Waste, Drainage, Potable Water, Transportation and Parks and Recreation.

Policy CI-1.1.2: All existing deficiencies defined in the CIE shall be evaluated and necessary facilities upgraded and/or replaced utilizing the follow method for prioritizing the year the projects will be implemented:

- \* Highest priority will be given to projects which directly affect the health and safety of the public.
- \* Second priority will be given to those projects, which would be more cost-effectively undertaken with other facilities under the 5-year Schedule of Improvements.

Policy CI-1.1.3: The Capital Improvement Element's 5-year Schedule of Improvements will be included in the City's Capital Improvement Program and will have priority over any other City capital needs.

Policy CI-1.1.4: Proposed capital improvements projects shall be evaluated based on their direct relationship to the Comprehensive Plan Elements and shall include consideration of:

1. The elimination of existing capacity deficiency;
2. The elimination of public hazards;
3. The project's financial feasibility and impact on the local budget;
4. The project's ability to increase the efficiency of use of existing facilities, prevent or reduce future improvement cost, provide service to developed areas lacking full service, or promote infill development; and,
5. Plans of state agencies and water management districts that provide public facilities within the City.

Policy CI-1.1.5: The City ~~Manager~~ Administrator, ~~Chief Financial Officer~~, ~~Director of Finance~~, ~~Community Design & Planning Director~~ Administrator, Public Works and Facilities Director, ~~City Engineer~~ Engineering Department, ~~Parks and Recreation~~ Leisure Services Director, ~~Public Services & Sanitation Director~~, and the Port Director will serve as the internal review group for the purpose of evaluating and ranking in order of priority projects proposed for inclusion in the 5-year Schedule of Improvements. Other appropriate City officials may, from time to time, be requested to serve on the committee or provide assistance to the committee as circumstances and issues require.

Objective CI-1.2: Infrastructure improvement costs required due to increased use of existing facilities by future development will be proportionately shared by the City and the developer in order to maintain adopted LOS standards taking into account the costs associated with adequately documenting the degree to which future development is responsible for causing such improvements.

Policy CI-1.2.1: The City will implement a stormwater utility fee, if necessary, to assess costs for future drainage improvements and continue to utilize local funding and State and federal grants to adequately maintain adopted LOS standards for drainage. In addition, the City will continue to utilize local optional gas tax to fund local roadway improvements for the purpose of maintaining adopted LOS standards. The City will pursue new revenue sources and methods to fund local roadway and drainage projects.

Policy CI-1.2.2: The City shall continue to implement its program for mandatory dedications or fees in lieu of as a condition of plat approval for the provision of recreation and open space.

Objective CI-1.3: The City shall coordinate its land development process and fiscal resources with its adopted Capital Improvements schedule to ensure all development orders and building permits for future development and redevelopment will only be issued if adopted level of service standards for public facilities are maintained.

Policy CI-1.3.1: All development orders and building permits for future development and redevelopment activities shall be issued by the City only if public facilities necessary to meet the following adopted level of service standards are available concurrent with the impacts of the development.

- \* Sanitary Sewer - 100 gallons per capita per day average flow. (Building and Inspections to verify)
- \* Solid Waste - 4.52 pounds per capita per day. (Sanitation to verify)
- \* Drainage - LOS A - tolerates street flooding to a depth of 3 inches or less in the gutters when the rest of the pavement is passable, and allows open or green space flooding of up to 12" as long as there is no threat to public health or safety, or permanent impediment to

the intended use of the property; LOS B - tolerates flooding of entire street surface up to 4" at centerline of roadway; LOS C - tolerates structure flooding; based on the following design criteria:

In existing developments adequate drainage capacity to accommodate run-off associated with a ~~3~~10-year, ~~42-hour~~ critical duration design (pre-development rate) storm for collection systems.

In new developments adequate drainage capacity to accommodate a ~~25~~100-year, ~~42~~24-hour critical duration design storm (pre-development rate) for collection systems and for retention and detention ponds. As a minimum the first  $\frac{1}{2}$ -1" of runoff must be retained on the site of the development. At the discretion of the City Engineer, retention standards may be increased beyond the  $\frac{1}{2}$  1" minimum standards and the 100-year design storm on a site-specific basis.

- \* Potable Water - 118 gallons per capita per day (gpcd) for Zone 1, 146 gpcd for Zone 2. (Building Inspections to verify)

*	Roadway Type	LOS (Peak hour)
	State Roadways	
	Intrastate	C
	Other State Roads	E
	Roads Within the TCEA	Exempt
	Local Collector Roads	E
	Other Local Roads	C

- \* Recreation Standards (Parks/Rec to verify)  
Acreage - .5 acres/1000 persons for mini parks (1/4 mile radius); 2 acres/1000 persons for neighborhood parks (1/2 mile radius); 1.5 acres/1000 persons for community parks (citywide radius), and; 1 acre/1,000 persons for open space (citywide radius).

Swimming Pool	1 pool/25,000 persons
Tennis Court	1 court/2,000 "
Basketball Court	1 court/5,000 "
Baseball/Softball Field	1 field/3,000 "
Football/Soccer/Rugby Field	1 field/4,000 "
Golf Course	1-9-hole course/25,000
Golf Course	1-18-hole course/50,000

Policy CI-1.3.2: The City will not issue development orders unless public facilities that meet adopted LOS standards are available or meet the requirements of the City's adopted Concurrency Management System.

Policy CI-1.3.3: The City shall make provision for the availability of public facilities to serve developments for which development orders were issued prior to the adoption of the Comprehensive Plan.

Policy CI-1.3.4: The City shall track all de minimis impact of development for annual submittal of the CIE through the established concurrency management system.

Objective CI-1.4: The City shall utilize all funding resources and mechanisms which are necessary for capital improvements.

Policy CI-1.4.1: The City shall study the feasibility of implementing as many local funding mechanisms as possible for capital improvements.

Objective CI-1.5: The City shall follow the 5-year Schedule of Improvements (as amended from time to time) as set forth in the Capital Improvements Element (CIE) except in the instance of unforeseen natural disasters or cut-backs in funding sources, either of which could change funding or expenditure priorities.

Policy CI-1.5.1: The City shall review the CIE on an annual basis to ensure that the required fiscal resources are available to provide public facilities to support adopted LOS standards.

Policy CI-1.5.2: The City shall adopt a monitoring and evaluation program for the review of the CIE.

Objective CI-1.6: Proposed expenditure of public funds that subsidize or enable land development in Coastal High Hazard Areas shall be limited to those projects identified in the Coastal Management Chapter.

Policy CI-1.6.1: The use of City funds for shoreline development in the CHHA will be based on the following priorities:

- A. Water dependent uses
- B. Water related recreation
- C. Residential
- D. Commercial

Objective CI-1.7: The City shall adopt its CIE at the same time that it adopts its Annual Operating Budget. The CIE shall include those projects necessary to maintain the adopted level of service standards set forth in Policy 1.3.1.

Policy CI-1.7.1: The ratio of general government debt service expenditures to general government total expenditures shall not exceed 15 percent (as measured by either the most recent comprehensive annual financial report or the adopted current year budget) except when a proposed borrowing is necessitated to finance reconstruction following emergencies (such as a hurricane or natural disaster).  
(Finance to verify this section and update Capital Improvements chart below...)

CAPITAL IMPROVEMENTS FY 2011 - FY 2015																	
(S) Source	2011			2012			2013			2014			2015			TOTAL PROJECTS	CITY'S SHARE
PROJECT	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE		
<b>PORT</b>																	
Maintenance Dredging	640,000	320,000 (1) Port	320,000 (2) FSTED													640,000	320,000
Port Intermodal Rail Enhancements	2,750,000	0	2,750,000 (18) TIGER II													2,750,000	0
America's Marine Highways Terminal & Facilities Development, Phase I				900,000	225,000 TBD	675,000 (16) MARAD	900,000	225,000 TBD	675,000 (16) MARAD							1,800,000	450,000
America's Marine Highways Terminal & Facilities Development, Phase II										450,000	112,500 TBD	337,500 (16) MARAD	450,000	112,500 TBD	337,500 (16) MARAD	900,000	225,000
Dockside Utility Improvements	150,000	75,000 (1) Port	75,000 (2) FSTED													150,000	75,000
On-dock Rail Switch Repairs	60,000	60,000 (1) Port	0													60,000	60,000
Entrance Gate Relocation and Improvements	250,000	50,000 (1) Port	200,000 (3) TSA													250,000	50,000
Intermodal Rail Replacement				1,000,000	0	1,000,000 (18) TIGER II	1,000,000	0	1,000,000 (18) TIGER II							2,000,000	0
Dock & Wharf Apron Strengthening (Berth 6 Rehabilitation)				1,100,000	0	1,100,000 (18) TIGER II	1,100,000	0	1,100,000 (18) TIGER II							2,200,000	0
Berth 6 Fender System Replacement							1,000,000	0	1,000,000 (18) TIGER II							1,000,000	0
<b>Port Total</b>	<b>3,850,000</b>	<b>505,000</b>	<b>3,345,000</b>	<b>3,000,000</b>	<b>225,000</b>	<b>2,775,000</b>	<b>4,000,000</b>	<b>225,000</b>	<b>3,775,000</b>	<b>450,000</b>	<b>112,500</b>	<b>337,500</b>	<b>450,000</b>	<b>112,500</b>	<b>337,500</b>	<b>11,750,000</b>	<b>1,180,000</b>
<b>STORMWATER PROJECTS</b>																	
Davis Highway at Valley Drive							309,700	309,700 (5) SWCP		255,000	255,000 (5) SWCP					564,700	564,700
Sanders Beach Storm Sewer Reconstruction										370,000	370,000 (5) SWCP		500,000	500,000 (5) SWCP		870,000	870,000
Gaberonne Swamp Stormwater Enhancements				200,000	200,000 (5) SWCP											200,000	200,000
Land Acquisition Retention Pond Sites										35,000	35,000 (5) SWCP		300,000	300,000 (5) SWCP		335,000	335,000
Baywoods Gulley Stormwater Enhancements				200,000	200,000		295,300	295,300 (5) SWCP								495,300	495,300
Carpenters Creek at Brent Lane				370,000	370,000 (5) SWCP		200,000	200,000 (5) SWCP								570,000	570,000
"L" and Zaragossa Street Drainage Improvements				340,000	340,000 (5) SWCP		104,200	104,200 (5) SWCP								444,200	444,200
12th Avenue at Carpenter's Creek	20,000	20,000 (5) SWCP		250,000	250,000 (5) SWCP		180,800	180,800 (5) SWCP								450,800	450,800
Bayou Chico Stormwater Outfall Retrofits	500,000	500,000 (5) SWCP		300,000	300,000 (5) SWCP											800,000	800,000
Birnam Woods S/D Discharge at Bayou Texar	340,000	340,000 (5) SWCP														340,000	340,000
Scenic Heights Discharge (Langley into Escambia Bay)										500,000	500,000 (5) SWCP		500,000	500,000 (5) SWCP		1,000,000	1,000,000

Bayou Blvd at Tyler Discharge													360,000	360,000 (5) SWCP		360,000	360,000
Stormwater Vaults Citywide	14,200	14,200 (5) SWCP		250,000	250,000 (5) SWCP		250,000	250,000 (5) SWCP		250,000	250,000 (5) SWCP		250,000	250,000 (5) SWCP		1,014,200	1,014,200
DeSoto Street @ Bayou Texar (Western Shore)							450,000	450,000 (5) SWCP								450,000	450,000
Stormwater Capital Maintenance	162,600	162,600 (5) SWCP		326,800	326,800 (5) SWCP		326,800	326,800 (5) SWCP		326,800	326,800 (5) SWCP		326,800	326,800 (5) SWCP		1,469,800	1,469,800
Northmoor Court @ Carpenter's Creek							120,000	120,000 (5) SWCP		500,000	500,000 (5) SWCP					620,000	620,000
Admiral Mason Park	800,000	800,000 (5) SWCP														800,000	800,000
<b>Stormwater Total</b>	<b>1,836,800</b>	<b>1,836,800</b>	<b>0</b>	<b>2,236,800</b>	<b>2,236,800</b>	<b>0</b>	<b>2,236,800</b>	<b>2,236,800</b>	<b>0</b>	<b>2,236,800</b>	<b>2,236,800</b>	<b>0</b>	<b>2,236,800</b>	<b>2,236,800</b>	<b>0</b>	<b>10,784,000</b>	<b>10,784,000</b>
<b>TRANSPORTATION</b>																	
Street Rehabilitation (Formerly Street Resurfacing)	853,400	853,400 (6) LOGT		853,400	853,400 (6) LOGT		853,400	853,400 (6) LOGT		853,400	853,400 (6) LOGT		853,400	853,400 (6) LOGT		4,267,000	4,267,000
Street Reconstruction	521,900	521,900 (6) LOGT		521,900	521,900 (6) LOGT		521,900	521,900 (6) LOGT		521,900	521,900 (6) LOGT		521,900	521,900 (6) LOGT		2,609,500	2,609,500
Intersection/Traffic Improvements	118,300	118,300 (6) LOGT		118,300	118,300 (6) LOGT		118,300	118,300 (6) LOGT		118,300	118,300 (6) LOGT		118,300	118,300 (6) LOGT		591,500	591,500
<b>Transportation Total</b>	<b>1,493,600</b>	<b>1,493,600</b>	<b>0</b>	<b>1,493,600</b>	<b>1,493,600</b>	<b>0</b>	<b>1,493,600</b>	<b>1,493,600</b>	<b>0</b>	<b>1,493,600</b>	<b>1,493,600</b>	<b>0</b>	<b>1,493,600</b>	<b>1,493,600</b>	<b>0</b>	<b>7,468,000</b>	<b>7,468,000</b>
<b>AIRPORT</b>																	
<b>2011</b>																	
Install Pedestrian Sidewalks and Bike Path - GA	600,000	300,000 (7) CIA (9) PFC	300,000 (8) FDOT													600,000	300,000
Parking Garage Expansion	30,000,000	0	30,000,000 (17)													30,000,000	0
Relocate Fuel Farm Phase I	200,000	10,000 (7) CIA (9) PFC	190,000 (11) FAA													200,000	10,000
Landside Access Road Improvements	250,000	12,500 (7) CIA (9) PFC	237,500 (11) FAA													250,000	12,500
Areawide Wayfinding Signage	400,000	400,000 (7) CIA (9) PFC														400,000	400,000
Acquisition of Army Reserve Center and Construction of Parking Lot	6,900,000	5,150,000 (7) CIA (9) PFC	1,750,000 (8) FDOT													6,900,000	5,150,000
Acquire Land - Commerce Park Phase I	1,333,400	333,400 (7) CIA (9) PFC	1,000,000 (8) FDOT													1,333,400	333,400
Apron Joint Seal Replacement and Line Removal	600,000	30,000 (7) CIA (9) PFC	570,000 (11) FAA													600,000	30,000
Expand GA Apron - Design	351,000	17,550 (7) CIA (9) PFC	333,450 (11) FAA													351,000	17,550
Additional GA Ramp - Design	400,000	20,000 (7) CIA (9) PFC	380,000 (11) FAA													400,000	20,000
Landside Signage Improvements Phase I	400,000	20,000 (7) CIA (9) PFC	380,000 (11) FAA													400,000	20,000
Master Plan Update	1,200,000	60,000 (7) CIA (9) PFC	1,140,000 (11) FAA													1,200,000	60,000
Terminal Roadway Improvements Phase 1	1,900,000	95,000 (7) CIA (9) PFC	1,805,000 (11) FAA													1,900,000	95,000



<b>2012</b>																	
Pave Interior Perimeter Road				489,500	24,500	465,000										489,500	24,500
					(7) CIA (9) PFC	(11) FAA											
Acquire Land - Commerce Park Phase I				1,333,333	333,333	1,000,000										1,333,333	333,333
					(7) CIA (9) PFC	(8) FDOT											
Improvements to Retention Pit - Design				900,000	45,000	855,000										900,000	45,000
					(7) CIA (9) PFC	(11) FAA											
Relocate Fuel Farm Phase II				900,000	45,000	855,000										900,000	45,000
					(7) CIA (9) PFC	(11) FAA											
Environmental Assessment for ILS at R/W 35				250,000	12,500	237,500										250,000	12,500
					(7) CIA (9) PFC	(11) FAA											
Airfield Pavement and Lighting Rehab - Design				150,000	7,500	142,500										150,000	7,500
					(7) CIA (9) PFC	(11) FAA											
<b>2013</b>																	
Acquire Land - Commerce Park Phase I							1,333,400	333,400	1,000,000							1,333,400	333,400
								(7) CIA (9) PFC	(8) FDOT								
New ARFF Vehicle (fire rescue)							700,000	35,000	665,000							700,000	35,000
								(7) CIA (9) PFC	(11) FAA								
Construct Hold Pads							1,210,000	60,500	1,149,500							1,210,000	60,500
								(7) CIA (9) PFC	(11) FAA								
Replace Perimeter Fence							900,000	45,000	855,000							900,000	45,000
								(7) CIA (9) PFC	(11) FAA								
Remove Old TRACON Building							1,000,000	50,000	950,000							1,000,000	50,000
								(7) CIA (9) PFC	(11) FAA								
<b>2014</b>																	
Acquire Land - Commerce Park Phase II										2,000,000	500,000	1,500,000				2,000,000	500,000
											(7) CIA (9) PFC	(8) FDOT					
New ARFF Vehicle										700,000	35,000	665,000				700,000	35,000
											(7) CIA (9) PFC	(11) FAA					
Additional GA Ramp - Construction										3,000,000	150,000	2,850,000				3,000,000	150,000
											(7) CIA (9) PFC	(11) FAA					
EA/EIS for GA R/W 17L/35R										229,000	11,450	217,550				229,000	11,450
											(7) CIA (9) PFC	(11) FAA					
Strengthen SW Ramp - Design										200,000	10,000	190,000				200,000	10,000
											(7) CIA (9) PFC	(11) FAA					
<b>2015</b>																	
Acquire Land - Commerce Park Phase II													2,000,000	500,000	1,500,000	2,000,000	500,000
														(7) CIA (9) PFC	(8) FDOT		
Strengthen Cargo Ramp													900,000	45,000	855,000	900,000	45,000
														(7) CIA (9) PFC	(11) FAA		
Design/Build Connecting Taxiways to Additional T-Hangers													955,000	47,750	907,250	955,000	47,750
														(7) CIA (9) PFC	(11) FAA		
Strengthen SW Ramp - Construction													1,300,000	65,000	1,235,000	1,300,000	65,000
														(7) CIA (9) PFC	(11) FAA		
GA Ramp Expansion - Design													600,000	30,000	570,000	600,000	30,000
														(7) CIA (9) PFC	(11) FAA		
<b>Airport Total</b>	<b>44,534,400</b>	<b>6,448,450</b>	<b>38,085,950</b>	<b>4,022,833</b>	<b>467,833</b>	<b>3,555,000</b>	<b>5,143,400</b>	<b>823,900</b>	<b>4,619,500</b>	<b>6,129,000</b>	<b>706,450</b>	<b>5,422,550</b>	<b>5,755,000</b>	<b>687,750</b>	<b>5,067,250</b>	<b>65,584,633</b>	<b>8,834,383</b>
<b>GRAND TOTAL FOR ALL PROJECTS</b>	<b>51,714,800</b>	<b>10,283,850</b>	<b>41,430,950</b>	<b>10,753,233</b>	<b>4,423,233</b>	<b>6,330,000</b>	<b>12,873,800</b>	<b>4,479,300</b>	<b>8,394,500</b>	<b>10,309,400</b>	<b>4,549,350</b>	<b>5,760,050</b>	<b>9,935,400</b>	<b>4,530,650</b>	<b>5,404,750</b>	<b>95,586,633</b>	<b>28,266,383</b>

- (1) PORT - Port Funds  
(2) FSTED - Florida Seaport Transportation Economic Development Council  
(3) PI - Private Investment  
(4) TSA - Transportation Security Administration Grant  
(5) SWCP - Stormwater Capital Projects Fund  
(6) LOGT - Local Option Gas Tax  
(7) CIA - Capital Improvements Fund, Airport  
(8) FDOT - Florida Department of Transportation  
(9) PFC - Passenger Facility Charge  
(10) CFC - Customer Facility Charge  
(11) FAA - Federal Aviation Administration Entitlements  
(12) SISGM - Strategic Intermodal System Growth Management  
(13) Bond - Airport Bonds  
(14) ARRA - American Recovery & Reinvestment Act Port Security Grant Program (funding pending grant award)  
(16) MARAD - US Maritime Administration America's Marine Highways Program (projected future funding source)  
(17) - Economic Recovery Funds (to be constructed if funds are awarded)  
(18) TIGER II - National Infrastructure Investments funding pending grant award

## CHAPTER 10

### HISTORIC PRESERVATION

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**GOAL HP-1: The City shall continue to preserve its existing historic buildings, historic sites, and historic and preservation districts.**

Objective HP-1.1: The City shall continue to enforce its existing historic preservation ordinances.

Policy HP-1.1.1: The City shall, through its historic preservation ordinances, continue to provide zoning categories that support the purpose and character of each historic and preservation district and identify appropriate permitted and conditional uses in those districts.

Policy HP-1.1.2: The City shall, through its historic preservation ordinances, continue to provide procedures for review and for the continuation of the Architectural Review Board as the principal review authority.

Policy HP-1.1.3: The City shall, through its historic preservation ordinances, continue to reference the “The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings” as a guiding document for historic preservation efforts.

Policy HP-1.1.4: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for restoration, rehabilitation, alterations, and additions, to existing contributing structures within its historic and preservation districts.

Policy HP-1.1.5: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for restoration, rehabilitation, alterations, and additions, to existing non-contributing and modern in-fill structures within its historic and preservation districts.

Policy HP-1.1.6: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for the construction of new structures within its historic and preservation districts.

Policy HP-1.1.7: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for demolition and relocation of all structures in the historic and preservation districts.

Objective HP-1.2: The City shall maintain an Architectural Review Board which shall have the purpose of preserving and protecting historic or architecturally-significant buildings and historic and preservation districts.

Policy HP-1.2.1: The Architectural Review Board shall review all development activities in the historic and preservation districts and apply the historic preservation ordinances adopted by the City of Pensacola.

Policy HP-1.2.2: The Architectural Review Board shall refer to “The Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings” in making its decisions pertaining to contributing historic structures.

Policy HP-1.2.3: The Architectural Review Board shall consider the distinct historical context, development pattern, neighborhood integrity and architectural character of each historic and preservation district in making its decisions.

Policy HP-1.2.4: The Architectural Review Board shall have the authority to grant variances to the Land Development Code when it determines that the granting of said variances are consistent with historic character of a structure or its corresponding historic or preservation district.

Objective HP-1.3: The City shall maintain the historic character and aesthetics of its historic and preservation districts.

Policy HP-1.3.1: The City shall maintain the historic street patterns and street names in each historic and preservation district.

Policy HP-1.3.2: The City shall continue to provide and maintain street lights and similar municipal appurtenances in the public rights-of-way to create aesthetically pleasing streetscapes.

Policy HP-1.3.2: The City shall continue to provide and maintain landscaping, street lights, and similar municipal appurtenances in the public rights-of-way to provide an aesthetically pleasing streetscape.

Policy HP-1.3.3: The City shall require all traffic control signs, traffic signals, transformers, switching gear and related accessory equipment to be installed in the public right-of-way in the historic and preservation districts are approved by the Architectural Review Board.

Policy HP-1.3.4: The City shall encourage all utility providers to place their utilities underground in historic and preservation districts to protect the aesthetic character of the districts.

Policy HP-1.3.5: The City shall formulate regulations pertaining to Architectural Review Board approval of all new electrical, telephone and cable wires and related equipment, such as (but not limited to) utility cabinets, transmission poles and transformers, to be installed in the historic and preservation district.

Objective HP-1.4: The City shall strengthen existing ordinances, as necessary, in order to preserve the integrity of historic buildings, historic sites, and historic and preservation districts.

Policy HP-1.4.1: The City shall review its historic preservation ordinances and identify its strengths and weaknesses.

Policy HP-1.4.2: The City shall strengthen existing ordinances, as necessary, in order to enhance the preservation of the integrity of historic buildings and historic and preservation districts.

Policy HP-1.4.3: The City shall create a separate chapter in its Land Development Code which contains all new and revised regulations and guidelines pertaining to historic buildings, historic sites, and historic and preservation districts.

**GOAL HP-2: The City shall continue to identify buildings, sites and neighborhoods with historic significance and deserving of preservation.**

Objective HP-2.1: The City shall continue to identify and encourage the preservation, continued use or adaptive reuse of buildings that are eligible for designation as historic buildings.

Policy HP-2.1.1: The City shall provide guidance to citizens seeking to have historic structures placed on the Florida Master Site File.

Policy HP-2.1.2: The City shall provide guidance to citizens seeking to have historic structures placed on the National Register of Historic Places.

Objective HP-2.2: The City shall continue to identify established neighborhoods that may deserve designation as a historic or preservation district, subject to the approval of its residents.

Goal HP-2.2.1: The City shall identify existing neighborhoods for designation as a locally-designated historic or preservation district.

Goal HP-2.2.2: The City shall establish adequate standards and guidelines for these districts in its historic preservation ordinances to maintain its historic character and aesthetic quality.

Goal HP-2.2.3: The City shall provide guidance in the nomination of qualified historic and preservation districts to the National Register of Historic Places.

**GOAL HP-3: In conjunction with the University of West Florida, West Florida Historic Preservation, Inc., and other community organizations, the City shall continue to support activities relating to historic preservation.**

Policy HP-3.1: The City shall support the historic preservation roles of the University of West Florida, West Florida Historic Preservation, Inc., community organizations, neighborhood associations and individuals.

Goal HP-3.1.1: The City shall encourage and support historic building surveys of its neighborhoods and the listing of historic buildings on the Florida Master Site File.

Goal HP-3.1.2: The City shall encourage and support the nomination of historic buildings and sites to the National Register of Historic Places.

Goal HP-3.1.3: The City shall assist the Pensacola Bay Area Convention and Visitors Bureau and other organizations in providing local heritage tourism programs.

Goal HP-3.1.4: The City shall encourage and support activities that involve walking, bicycling and driving through historic and preservation districts.

Goal HP-3.1.5: The City shall encourage community and cultural events to take place in the historic and preservation districts, with the cooperation of their residents, to enhance awareness and appreciation of the heritage and resources of these districts.

Goal HP-3.1.6: The City shall have “The Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings” and similar technical publications available for review by those interested in the preservation of historic structures.

Policy HP-3.2: The City of Pensacola shall maintain an archaeological review procedure for all proposed construction on City-owned property.

Goal HP-3.2.1: The City shall maintain an archaeological review procedure that provides for an initial determination and review of project impact for projects on City-owned property.

Goal HP-3.2.2: The archaeological review procedure shall be conducted by a professional archaeologist meeting the standards of the Society of Professional Archaeology and having substantial experience in the archaeology and history of Pensacola.

Goal HP-3.2.3: The City shall prepare a memorandum of agreement specifying actions to be taken to avoid or mitigate any adverse effects of construction on any archaeological resources found during the process.

## CHAPTER 11

### PUBLIC SCHOOL FACILITIES ELEMENT

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#### **GOAL PSFE-1: Coordinate and maintain high quality education facilities**

Coordinate with the School Board of City of Pensacola (herein "School Board") to ensure high quality public school facilities that are consistent with the Comprehensive Plan and serve to enhance communities.

##### Objective PSFE-1.1: Schools as community focal points

Enhance communities and encourage school facilities to serve as community focal points through effective school facility design and siting standards. The location will be coordinated with the future land use map.

##### Policy PSFE-1.1.1: School location

New schools shall be located proximate to the student population they are intended to serve. New elementary schools shall be located within walking distance of the residential neighborhoods to be served.

##### Policy PSFE-1.1.2: Shared-use and co-location of school sites

Coordinate with the School Board to continue to permit the shared-use and co-location of school sites and City facilities with similar facility needs as described in the Interlocal Agreement for Public School Facility Planning dated August 7<sup>th</sup>, 2006 (herein "Interlocal Agreement"). The City will identify opportunities for collocation and shared use facilities when preparing updates to the Schedule of Capital Improvements and when planning and designing new community facilities.

##### Policy PSFE-1.1.3: Emergency shelters

City of Pensacola will continue to coordinate with the School Board on emergency preparedness issues, including the use of public schools as emergency shelters as required by Section 163.3177(12)(g)(8), Florida Statutes. The School Board will continue to fulfill the building code requirements of Section 1012.372, Florida Statutes, such that as appropriate new educational facilities will serve as public shelters for emergency management purposes.

##### Policy PSFE-1.1.4: School design

The School Board will design and ensure performance standards for new school facilities according to the "Design Guidelines and Technical Specifications 2006"

Florida Department of Education State Requirements for Educational Facilities (SREF).

Policy PSFE-1.1.5: Community vitality

The City of Pensacola will continue to recognize the interconnected importance of quality neighborhood school retention with community economic development, neighborhood stability, diversity and sustainability efforts. Therefore, in partnership with other agencies, the City will encourage the maintenance and improvement of urban schools to preserve and enhance neighborhood quality and vitality.

Policy PSFE-1.1.6: Attracting new residents

The City of Pensacola will support the vitality of urban schools by encouraging new residents to locate in underutilized school districts. Where appropriate, existing homeownership and rehabilitation incentives may be utilized to attract families to such school districts and encourage the private sector to maintain a housing production capacity sufficient to meet the needs of families between moderate and upper level incomes.

Objective PSFE-1.2: Future land use and school siting

Consistent with Section 163.3177, Florida Statutes, the City will include sufficient allowable land use designations for schools proximate to residential development to meet the projected need for schools.

Policy PSFE-1.2.1: Future Land Use categories.

Consistent with the City's Future Land Use Element, public schools shall be an allowable use in all land use categories, except for Conservation. The Land Development Code may include siting standards for schools, consistent with the Comprehensive Plan. The City will consider the provisions of Section 1013.33(13), Florida Statutes (2007).

Policy PSFE-1.2.2: Flood zones and coastal high hazard area

Consistent with the City's Future Land Use Element, future schools shall not be allowed within the coastal high hazard area as delineated by the City.

Objective PSFE-1.3: School facility siting and consistency with the Comprehensive Plan

The City shall ensure that the planning, construction, and opening of educational facilities are coordinated in time and place, concurrent with necessary services and infrastructure, and consistent with the Comprehensive Plan.



#### Policy PSFE-1.3.1: Consistency with Comprehensive Plan

The City will coordinate with the School Board by giving an informal assessment regarding the consistency of potential new school sites, and significant expansions or potential closures of existing schools with the Comprehensive Plan, as described in the Interlocal Agreement. The informal assessment reviews, as applicable, the following: environmental suitability, transportation and pedestrian access, availability of infrastructure services, safety concerns, land use compatibility, consistency with community vision, and other relevant issues.

#### Policy PSFE-1.3.2: Review of school sites

The City shall review potential new school sites, and significant expansions or potential closures of existing schools for consistency with the following criteria:

- a. That school sites are compatible with present and projected uses of adjacent property.
- b. The locations of proposed new elementary schools are proximate to and within walking distance of the residential neighborhoods served.
- c. The locations of proposed new high schools are on the periphery of residential neighborhoods, with access to major roads.
- d. Existing or planned adequate public facilities are available to support the school.
- e. Safe access to and from the school site is available for by pedestrians and vehicles.
- f. The site is well drained and the soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements.
- g. The proposed school location is not within a velocity flood zone or floodway, as delineated in the applicable comprehensive plan.
- h. The site is not in conflict with City stormwater management plans or watershed management plans;
- i. The proposed site can accommodate required parking, circulation, and queuing of vehicles.
- j. The proposed location lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport.

The City shall also consider the following in its review:

- a. Site acquisition and development costs;
- b. Whether existing schools can be expanded or renovated to support community redevelopment and revitalization;
- c. Efficient use of existing infrastructure;
- d. Discouragement of urban sprawl;
- e. Environmental constraints that would either preclude or render cost infeasible the development or significant renovation of a public school on a site; and
- f. Adverse impacts to archaeological or historic sites.

#### Objective PSFE-1.4: Pedestrian access to schools

The City shall work with the School Board to improve safe student access to school facilities, and to reduce hazardous walking conditions consistent with the Florida Safe Ways to School Program.

##### Policy PSFE-1.4.1: Bicycle and pedestrian access

All public schools shall provide bicycle and pedestrian access consistent with Florida Statutes. Parking at public schools will be provided consistent with the City's Land Development Code (LDC) requirements.

##### Policy PSFE-1.4.2: Sidewalk Master Plan

The City will continue to review the Sidewalk Master Plan to comprehensively address bicycle and pedestrian needs. The plan will continue to focus on bicycle and pedestrian needs relating to school facilities.

##### Policy PSFE-1.4.3: Sidewalk/pedestrian improvements

In order to ensure continuous pedestrian access to public schools, priority for City sidewalk/pedestrian improvements will be given to cases of hazardous walking conditions pursuant to Section 1006.23, Florida Statutes, and specific provisions for constructing such facilities will be included in the schedule of capital improvements adopted each fiscal year.

##### Policy PSFE-1.4.4: New development adjacent to school property

New developments adjacent to existing or planned school sites shall be required to provide a right-of-way and a direct access path for pedestrian travel.

Policy PSFE-1.4.5: Sidewalk requirements for development near schools

New residential developments and redevelopment shall be required to provide sidewalks (complete, unobstructed, continuous with a minimum width of 5 feet) along collector, arterial, and local roads designed to move traffic through subdivisions. Sidewalks shall be required pursuant to the City's Community Design Standards.

Policy PSFE-1.4.6: Coordination with FL-AL TPO

Continue to coordinate with the FL-AL TPO to ensure funding for safe access to schools including participation in the Bicycle Pedestrian Advisory Committee and the Community Traffic Safety Team.

Objective PSFE-1.5: Coordinate Future Land Use Map amendments and DRIs to maintain school capacity

It is the objective of the City to coordinate petitions for future land use changes and developments of regional impact to maintain adequate school capacity to meet future growth needs. This goal will be accomplished recognizing the School Board's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools, and the City's authority for land use, including the authority to approve or deny petitions for comprehensive plan amendments, re-zonings or final plat and site plans that generate students and impact the City of Pensacola school system.

Policy PSFE-1.5.1: School Board review and input

As per section 7.6 of the Interlocal Agreement the City shall take the School Board comments and findings on the availability of adequate school capacity into consideration when reviewing comprehensive plan amendments and other land use decisions.

Policy PSFE-1.5.2: Determining impact of Future Land Use changes and DRIs

The School Board shall use the adopted student generation rates to estimate the potential impact of a proposed future land use change or DRI on available school capacity. When such analysis projects a potential deficiency, the School Board shall include in its comments how it will propose to meet the projected demand. The City will take these comments into consideration per Policy PSFE-1.5.1 prior to approving or denying any future land use change or DRI.

## **GOAL PSFE-2: Implement school concurrency**

The School Board will coordinate with the City to assure the future availability of public school facilities to serve new development will be consistent with the adopted level of service standards. This goal will be accomplished recognizing the School Board's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools, and the City's authority for land use, including the authority to approve or deny comprehensive plan amendments, re-zonings or other development orders that generate students and impact the City's school system.

### **Objective PSFE-2.1: Level of Service standards**

The City will coordinate with the School Board to ensure that the capacity of schools is sufficient to support residential development at the adopted level of service (LOS) standards within the period covered by the 5-year schedule of capital improvements, and the long range planning period. The adopted LOS standards shall be achieved by the conclusion of the first 5-year schedule of capital improvements and the LOS standards shall be maintained each subsequent year. These standards shall be consistent with the Interlocal Agreement agreed upon by the School Board, the City, and the local municipalities.

#### **Policy PSFE-2.1.1: Consistency**

The LOS standards set forth herein shall be applied consistently by all local governments within City of Pensacola and by the School Board to all schools of the same type.

#### **Policy PSFE-2.1.2: Level of Service standards**

Consistent with the Interlocal Agreement, the City and School Board agree to the following level of service standards for school concurrency in City of Pensacola, based on Florida Inventory of School Houses (FISH) permanent capacity, maximum school size by type, core facility capacity. In calculating achievement of LOS relocatables are not considered permanent capacity and school enrollment shall be based on the annual enrollment of each school based on actual counts reported to the Department of Education in October of each year.

<b>TYPE OF SCHOOL</b>	<b>LEVEL OF SERVICE</b>
Existing	100% of FISH permanent capacity
New or Expansion to Elementary (K-5)	100% of FISH permanent capacity and school size shall not exceed FISH permanent capacity of 800.
New or Expansion to Middle (6-8)	100% of FISH permanent capacity and school size shall not exceed FISH permanent capacity of 1200.
New or Expansion to High (9-12)	100% of FISH permanent capacity and

	school size shall not exceed FISH permanent capacity of 2000.
New or Expansion to Combination (K-8)	100% of FISH permanent capacity and school size shall not exceed FISH permanent capacity of 2000.
Centers	100% of FISH permanent capacity or the level of service based on the student/teacher ratios dictated by specific programs, whichever is lowest.
<b>LEVEL-OF SERVICE STANDARD FOR CORE FACILITIES (K-5, 6-8, K-8)</b>	
Dining/Kitchen	100% of permanent Total Capacity*
* Total Capacity for Dining/Kitchen facility shall be based on a standard of three (3) feeding periods per day based on the design capacity of the core facilities.	
<b>LEVEL-OF SERVICE STANDARD FOR CORE FACILITIES (9-12)</b>	
Dining/Kitchen	100% of permanent Total Capacity*
* Total Capacity for Dining/Kitchen facility shall be based on a standard of four (4) feeding periods per day based on the design capacity of the core facilities.	

#### Policy PSFE-2.1.3: Amending Level of Service standards

Potential amendments to the LOS standards shall be considered at least annually at the staff working group meeting referenced in subsection 1.1 of the Interlocal Agreement. If there is consensus to amend any level of service, it shall be accomplished by the execution of an amendment to the Interlocal Agreement by all parties and the adoption of amendments to the City, City and Town's comprehensive plans. The amended LOS shall not be effective until all plan amendments are effective, and the amended Interlocal Agreement is fully executed.

#### Policy PSFE-2.1.4: Financial feasibility of LOS

No LOS standard shall be amended without a showing that the amended LOS standard is financially feasible, supported by adequate data and analysis, and can be achieved and maintained through the five-year schedule for capital improvements.

#### Objective PSFE-2.2: School Concurrency Service Areas

The City shall establish School Concurrency Service Areas, as the areas within which an evaluation is made to determine if adequate school capacity is available based on the adopted level of service standards.

#### Policy PSFE-2.2:1: Concurrency Service areas

The Concurrency Service Areas for the City as agreed in the Interlocal Agreement, shall be coterminous with the attendance zone for each individual school. For special purpose centers, charter schools, and magnet schools the concurrency service area shall be district-wide.

#### Policy PSFE-2.2:2: Maximize capacity utilization

Concurrency service areas shall maximize capacity utilization, taking into account transportation costs, limiting maximum student travel times, achieving socio-economic, racial and cultural diversity objectives, and other relevant factors as related to determined by the School Board's policy on maximization of capacity.

#### Policy PSFE-2.2:3: Amending concurrency service areas

Potential amendments to the concurrency service areas shall be considered annually at the staff working group meeting referenced in Subsection 1.1 of the Interlocal Agreement. If there is consensus to amend the concurrency service areas to establish boundaries other than those that are conterminous with the school attendance zones, it shall be accomplished by a written execution of an amendment to the Interlocal Agreement by all parties and by the amendment to the City, City and Town's comprehensive plan. The amended concurrency service area shall not be effective until the amended Interlocal Agreement is fully executed and comprehensive plan amendments are in effect. Amendments to the concurrency service areas that keep the CSAs borders coterminous with the school attendance zones, shall be agreed upon by all parties and shall not require comprehensive plan amendments.

#### Objective PSFE-2.3: Student generation rates

The School Board will work with the City, City of Pensacola, and Town of Century to establish student generation rates that will be used to determine the impact of development on public school facilities.

#### Policy PSFE-2.3:1: Student generation rates

Consistent with the Interlocal Agreement, the School Board staff, working with the City staff and municipal staffs, will develop and apply student generation multipliers for residential developments by dwelling unit type (single family or multi-family) for each school type (elementary, middle, K-8, high, or center), considering past trends in student enrollment in order to project future public school enrollment.

#### Policy PSFE-2.3:2: Calculating student generation rates

The student generation rates shall be calculated by the School Board City, City of Pensacola, and Town of Century in accordance with professionally accepted methodologies, shall be reviewed and updated at least every two years.

Objective PSFE-2.4: Process for school concurrency implementation

In coordination with the School Board, the City will establish a joint process for implementation of school concurrency that includes applicability, capacity determination, and availability standards. The City shall manage the timing of residential subdivision and site plan approvals to ensure adequate school capacity is available consistent with adopted level of service standards for public school concurrency.

Policy PSFE-2.4.1: Applicability standards

School concurrency applies to residential development or a phase of residential development requiring an approval of subdivision plat, site plan, or its functional equivalent.

Policy PSFE-2.4.2: Exempted development

The following residential development shall be considered exempt from the school concurrency requirements:

1. Single family lots of record that have received final subdivision plat approval prior to the effective date of the PSFE, or single family subdivision plats actively being reviewed at the time of adoption of the PSFE that have received preliminary plat approval.
2. Residential developments that have received final site plan approval prior to the effective date of the PSFE, or residential site plans actively being reviewed at the time of adoption of the PSFE.
3. Amendments to residential site plans or subdivisions, which were previously approved prior to the effective date of the PSFE, and which do not increase the number of students generated by the development based on the adopted student generation rates.
4. Age restricted developments that are subject to deed restrictions prohibiting the permanent occupancy of a resident under the age of fifty five (55). Such deed restrictions must be recorded and must be irrevocable for a period of at least thirty (30) years.
5. Group quarters that do not generate students, including facilities such as local jails, prisons, hospitals, bed and breakfast, motels and hotels, temporary emergency shelters for the homeless, adult halfway houses,

firehouse dorms, college dorms exclusive of married student housing, and religious non-youth facilities.

#### Policy PSFE-2.4.3: Capacity determination standards

The City shall adopt LDC provisions to establish the application procedure and process for evaluating school capacity and making concurrency determinations consistent with the Interlocal Agreement. The School Board shall be responsible for conducting concurrency reviews. The City may choose to provide an informal assessment of school concurrency at the time of preliminary plat, but the test of concurrency shall be at final plat, site plan, or functional equivalent approval.

#### Policy PSFE-2.4.4: School board findings

The School Board's findings and recommendations shall address whether adequate capacity exists for each affected concurrency service area, based on the level of service standards. If adequate capacity does not exist, the School Board findings shall address whether appropriate mitigation can be accepted. If mitigation can be accepted, the School Board's findings shall identify the accepted form of mitigation that is consistent with the policies set forth herein.

#### Policy PSFE-2.4.5: Allocated capacity in CIP

In evaluating a subdivision plat or site plan for concurrency, any relevant programmed capacity improvements in years 1, 2, or 3 of the 5-year schedule of capital improvements shall be considered available capacity for a proposed project and factored into the concurrency analysis. Any relevant programmed improvements in years 4 or 5 of the 5-year schedule of improvements shall not be considered available capacity for a proposed project unless funding for the improvement is assured through School Board agreement to accelerate the proposed project, or through proportionate fair share mitigation, or some other means of assuring adequate capacity will be available within 3 years. The School Board may choose to use relocatable classrooms to provide temporary capacity while funded schools or school expansions are being constructed.

#### Policy PSFE-2.4.6: Determination of insufficient capacity

In the event that the School Board finds that there is not sufficient capacity in the affected concurrency service area(s) to address the impacts of a proposed development, the following standards shall apply:

- The project must provide capacity enhancement sufficient to meet its impacts through proportionate share mitigation; or



- Approval of the site plan or final plat (or functional equivalent) must be delayed to a date when the capacity enhancement necessary to maintain level of service can be assured; or
- A condition of approval of the site plan or final plat (or functional equivalent) shall be that the project's development order and/or building permits shall be delayed to a date when the capacity enhancement necessary to maintain level of service can be assured.

#### Policy PSFE-2.4.7: Availability standard

Where capacity will not be available to serve students generated by a residential development the City shall use the lack of school capacity as a basis for denial of petitions for final plats, site plans or functional equivalents. However, the City shall not deny a petition for a final plat, site plan, or functional equivalent due to a failure to achieve and maintain the adopted level of service for public school capacity where:

Adequate school facilities will be in place or under actual construction within three years after the issuance of the final plat or site plan or functional equivalent;

Adequate school facilities are available in an adjacent concurrency service area and the impacts of development can be shifted to that area; or,

The developer executes a legally binding commitment with the School Board to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property subject to the final plat or site plan (or functional equivalent) as provided in the Interlocal Agreement.

#### Objective PSFE-2.5: Proportionate share mitigation

The City shall coordinate with the School Board to provide proportionate share mitigation alternatives that are financially feasible and will achieve and maintain the adopted level of service standard consistent with the School Board's adopted financially feasible 5-Year Facilities Work Program.

##### Policy PSFE-2.5:1: Acceptable mitigation

The School Board may allow mitigation for developments that would otherwise cause the LOS standards to be exceeded. Mitigation options shall include the following:

Contribution of, or payment for, acquisition of new or expanded school sites;

Construction or expansion of permanent school facilities;

Mitigation banking, the creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell excess capacity credits within the same concurrency service area; and

Charter schools, provided they are constructed to State Requirements for Educational Facilities (SREF) standards, so that it can be relied on the over the longer term as public school capacity, designed to whatever minimum size and specifications established by the School Board to ensure that if the School Board is required, it can efficiently operate the school.

#### Policy PSFE-2.5:2: CIP and proposed mitigation

Proposed mitigation must be directed toward a permanent capacity improvement identified in the School Board's financially feasible 5-Year Work Plan. However, the School Board may accept mitigation in the form of an improvement not identified on the 5-year Work Plan and commit to add the needed improvement to the 5-year Work Plan. The School Board must find that any proposed mitigation will satisfy the demands created by the proposed development consistent with the adopted level of service standards, and the mitigation shall be assured by a legally binding development agreement between the School Board, the City, and the applicant executed prior to the issuance of the final plat, site plan or functional equivalent.

#### Policy PSFE-2.5:3: Shifting impacts

Mitigation shall not be required when the adopted level of service cannot be met in a specific concurrency service area if the needed capacity for the development is available in one or more contiguous concurrency service areas and the impacts of the development can be shifted to a contiguous concurrency service area. Where more than one concurrency service area is available to accommodate student impacts, the School Board shall evaluate how the impacts of a development shall be shifted. Measures to maximize capacity, including modifications to concurrency service areas in lieu of shifting development impacts, can be considered.

#### Policy PSFE-2.5:4: Relocatable Classrooms

Relocatable classrooms will not be accepted as mitigation.

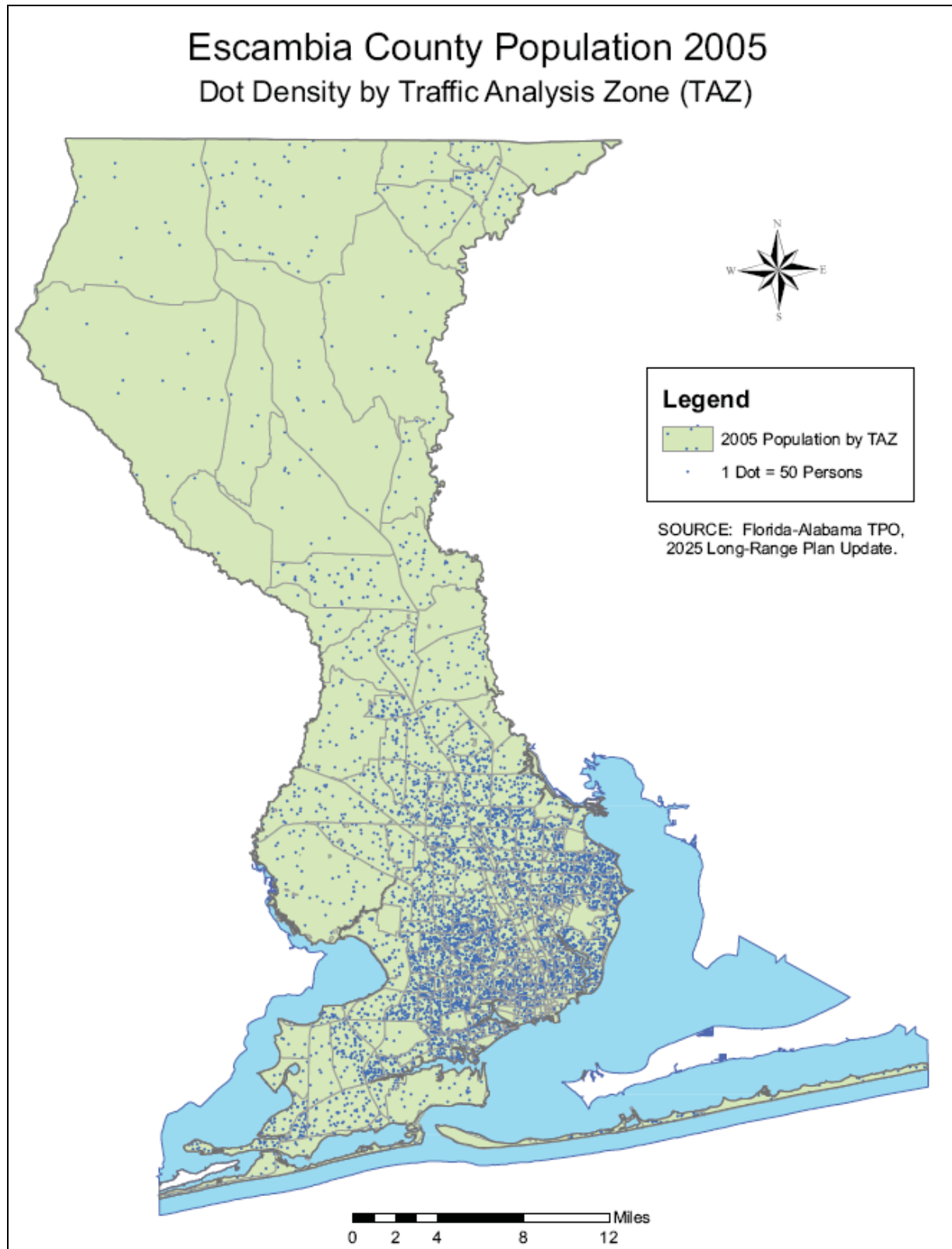
#### Policy PSFE-2.5:5: Calculation proportionate share mitigation

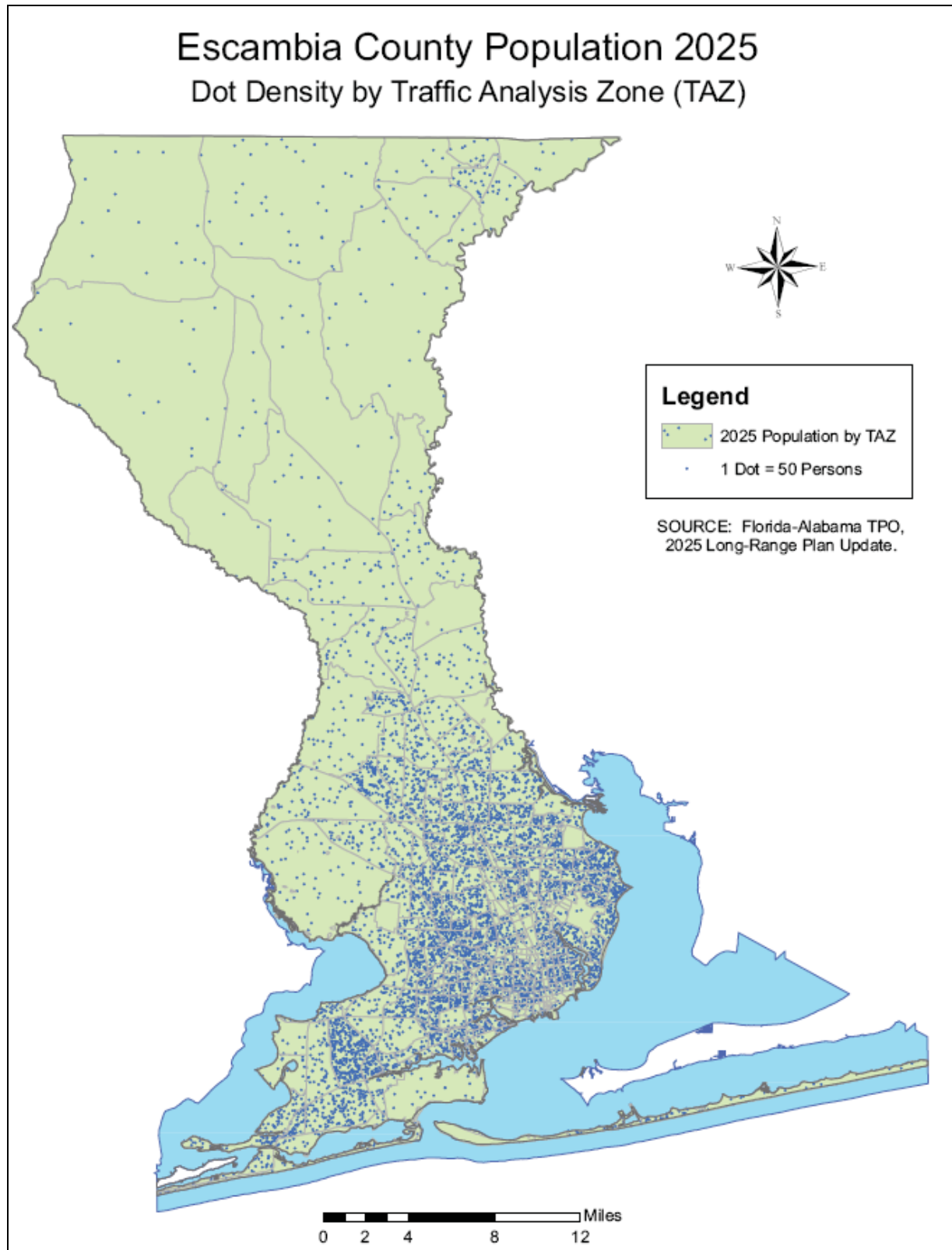
The applicant's total proportionate-share mitigation obligation to resolve a capacity deficiency shall be based on the following formula, for each school level: multiply the number of new student stations required to serve the new development by the average cost per student station and, if needed, add the additional cost of a core facility to accommodate the additional student stations.

The average cost per student station shall include school facility development costs and land costs. The applicant's proportionate-share mitigation obligation will be credited toward any other impact fee or exaction imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value.

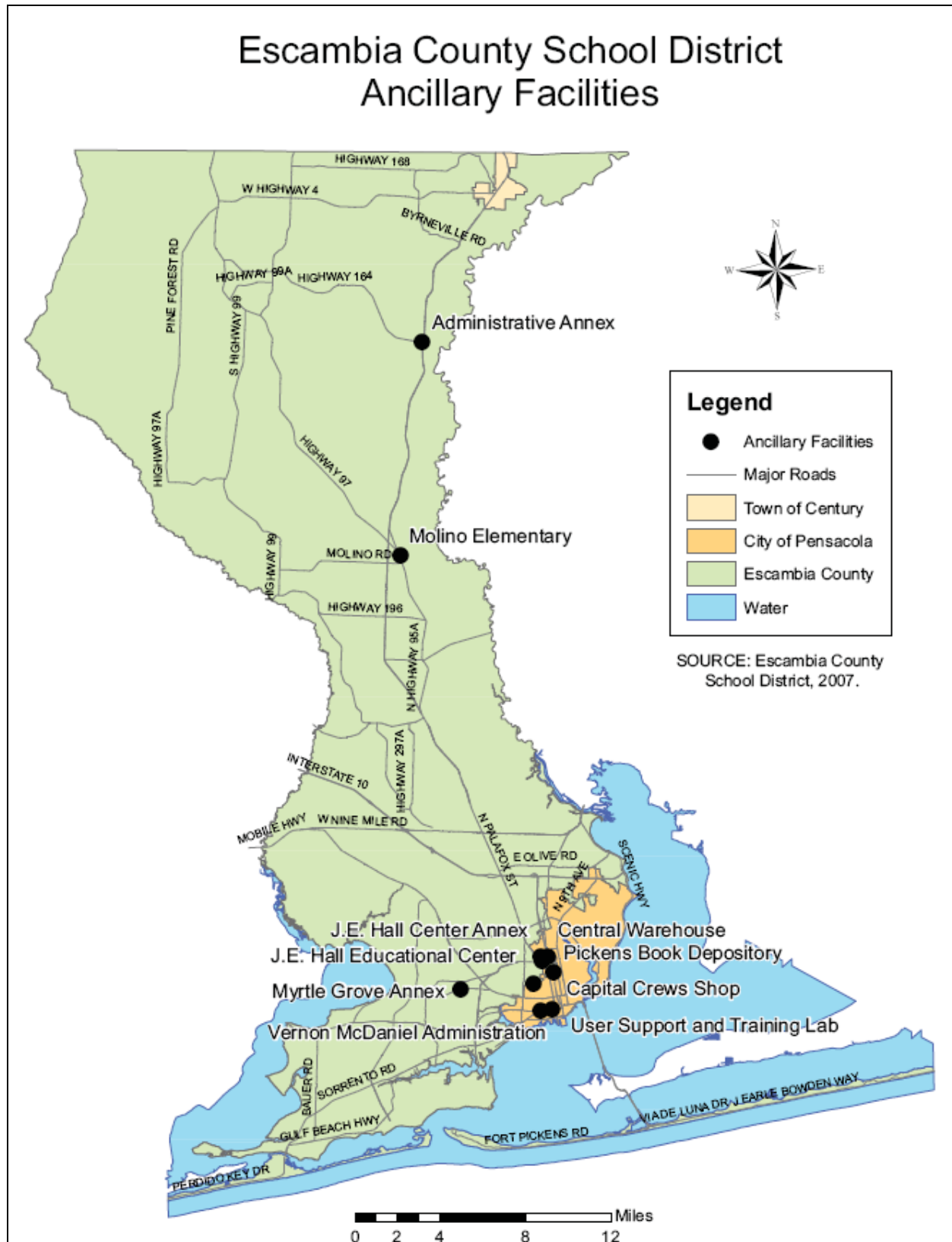
#### School Facility Maps

Consistent with Section 123.3177(12)(g), Florida Statutes, the Public School Facilities Element shall include future conditions maps showing existing and anticipated schools over the five-year and long-term planning periods. The maps of necessity may be general over the long-term planning period and do not prescribe a land use on a particular parcel of land.

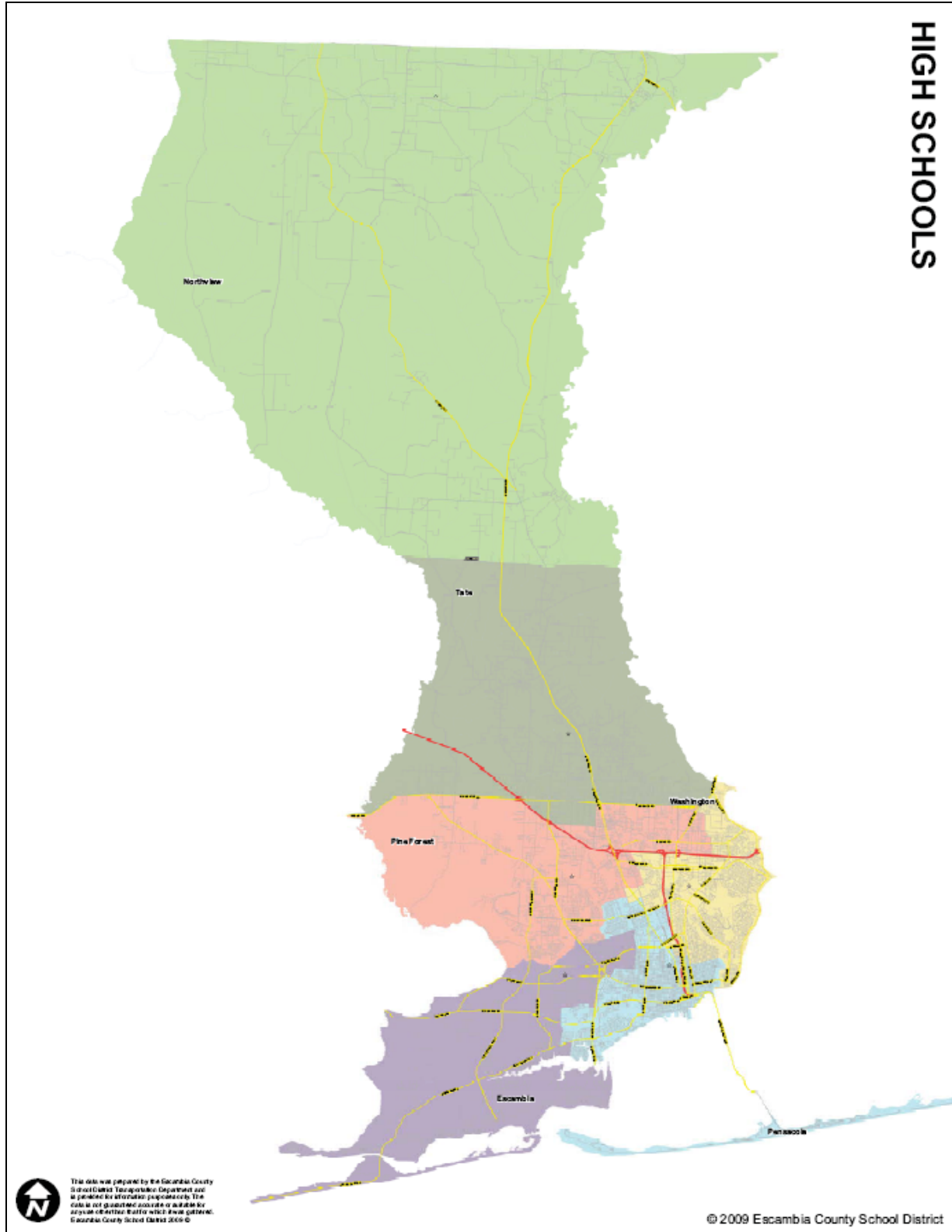




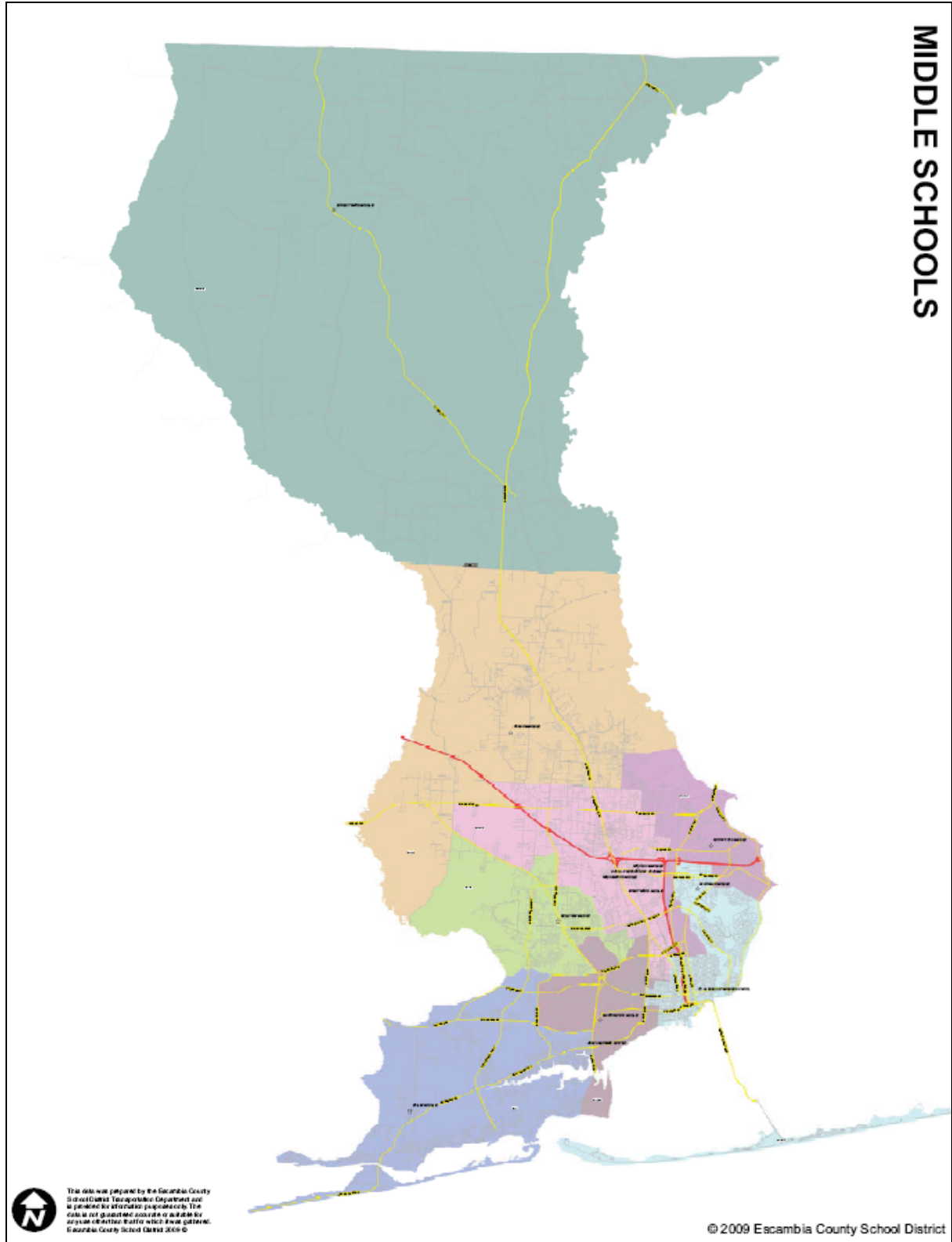
## Escambia County School District Ancillary Facilities



## Escambia County High School Attendance Zones

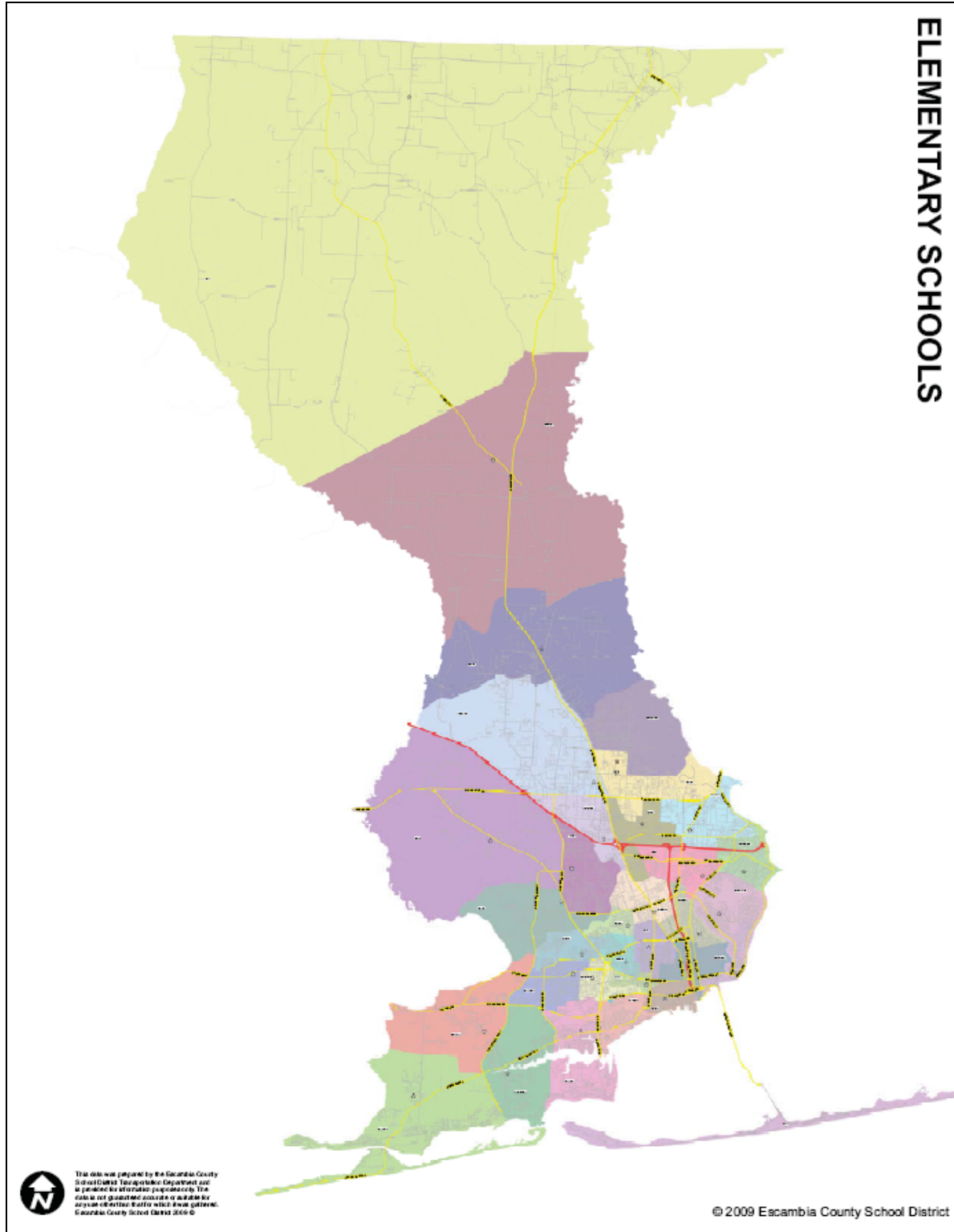


## Escambia County Middle School Attendance Zones



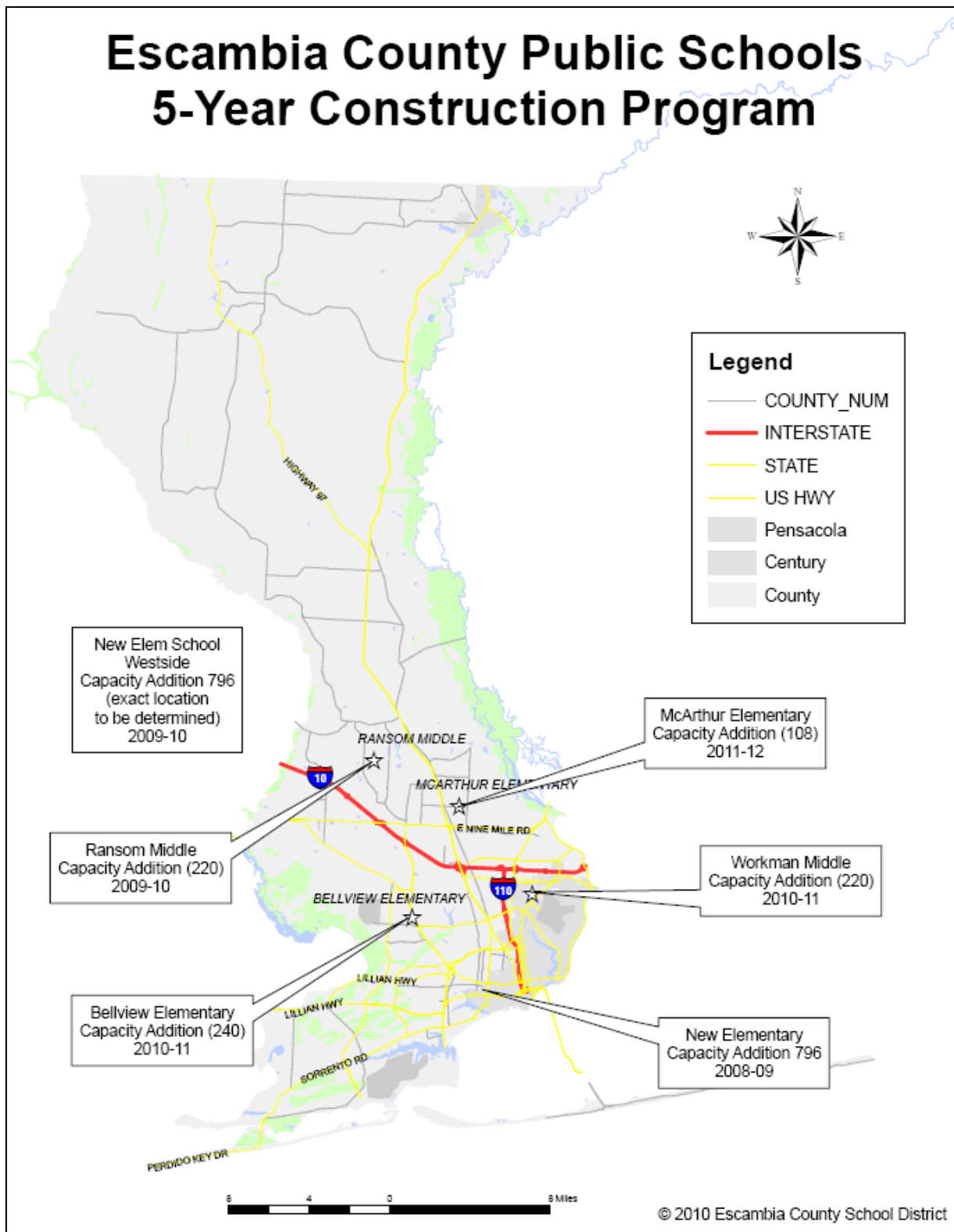


## Escambia County Elementary School Attendance Zones



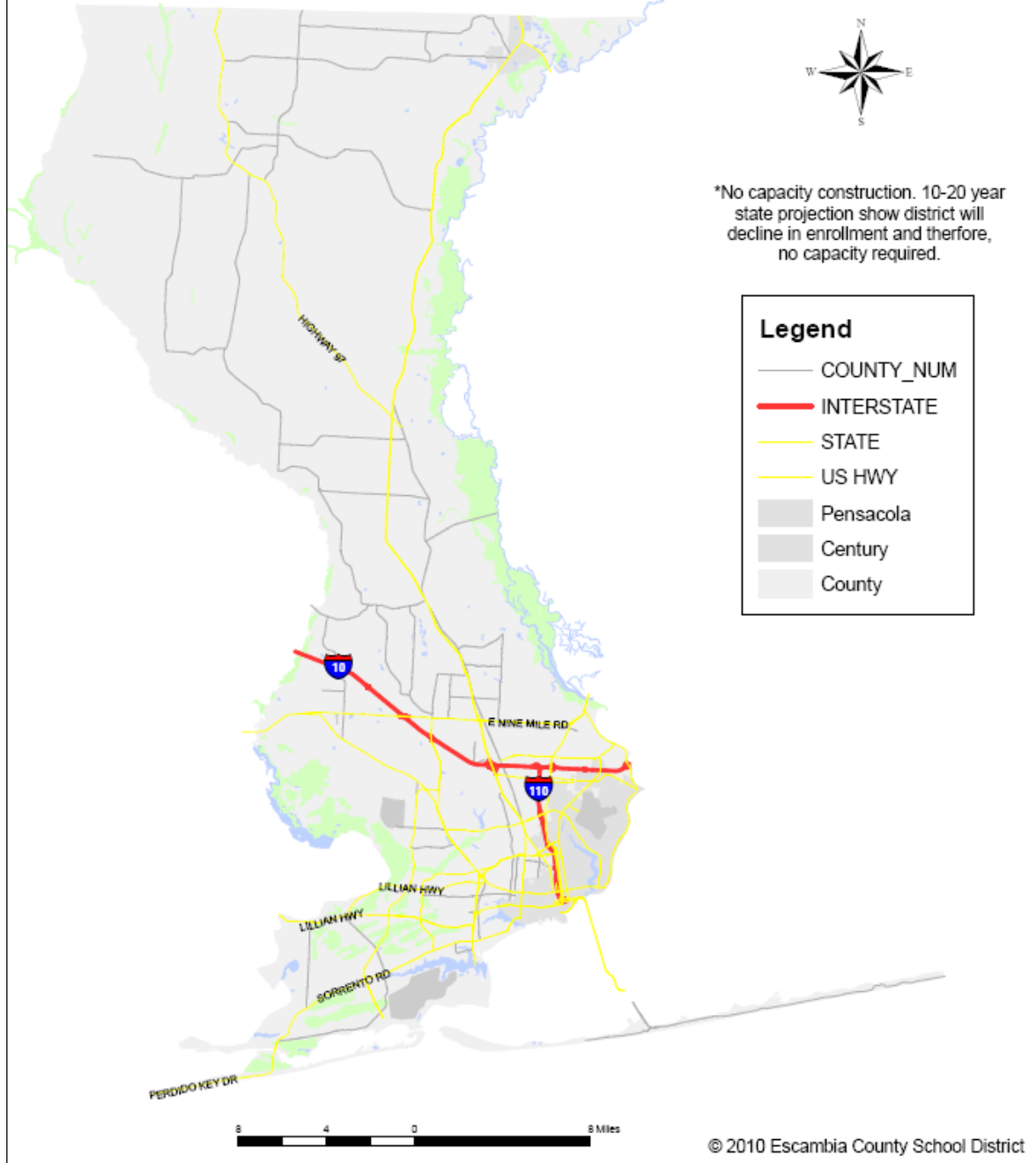
## Escambia County Public Schools 5-Year Construction Program

# Escambia County Public Schools 5-Year Construction Program

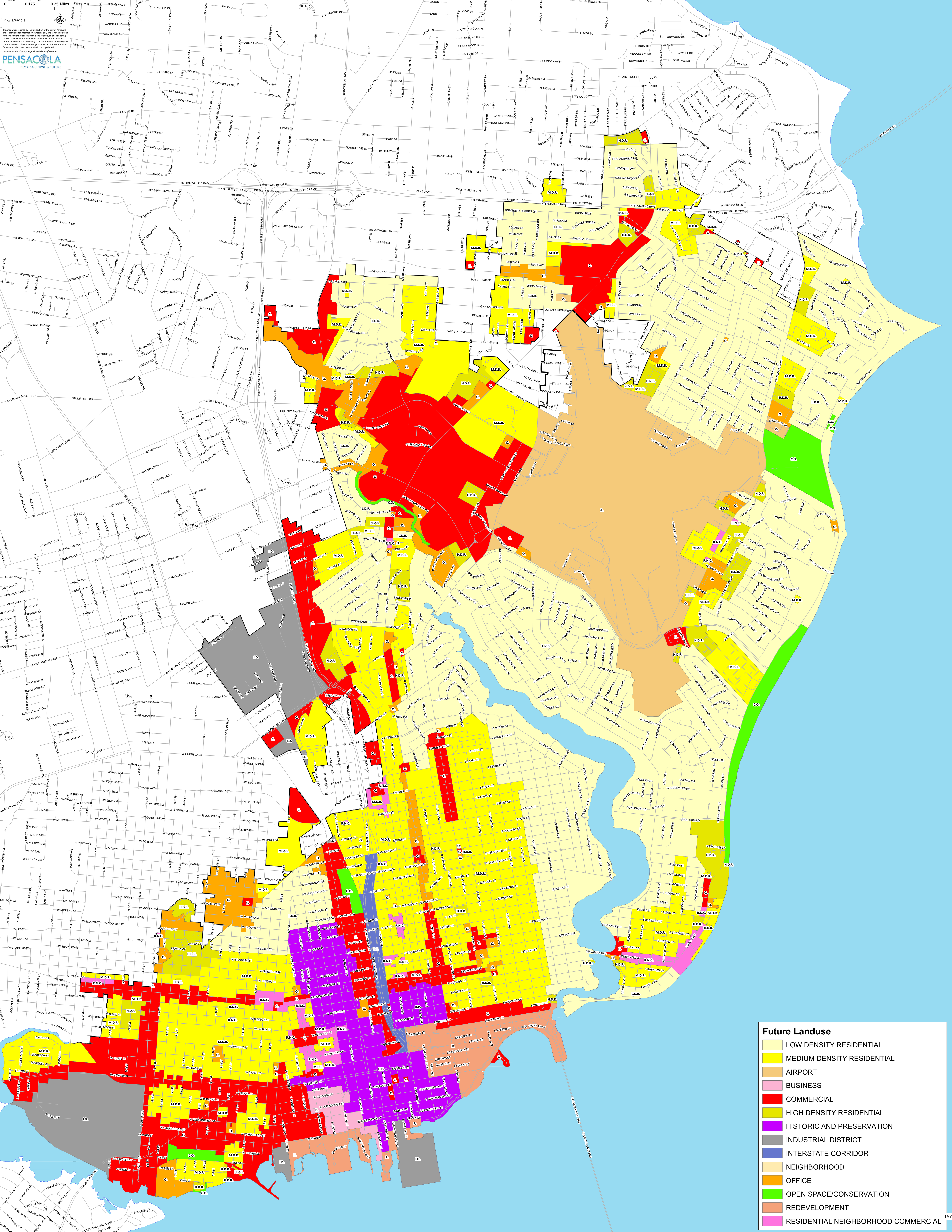


Escambia County Public Schools 20-Year Construction/Needs Program

# Escambia County Public Schools 20-Year Construction/Needs Program\*







**Future Landuse**

- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- AIRPORT
- BUSINESS
- COMMERCIAL
- HIGH DENSITY RESIDENTIAL
- HISTORIC AND PRESERVATION
- INDUSTRIAL DISTRICT
- INTERSTATE CORRIDOR
- NEIGHBORHOOD
- OFFICE
- OPEN SPACE/CONSERVATION
- REDEVELOPMENT
- RESIDENTIAL NEIGHBORHOOD COMMERCIAL

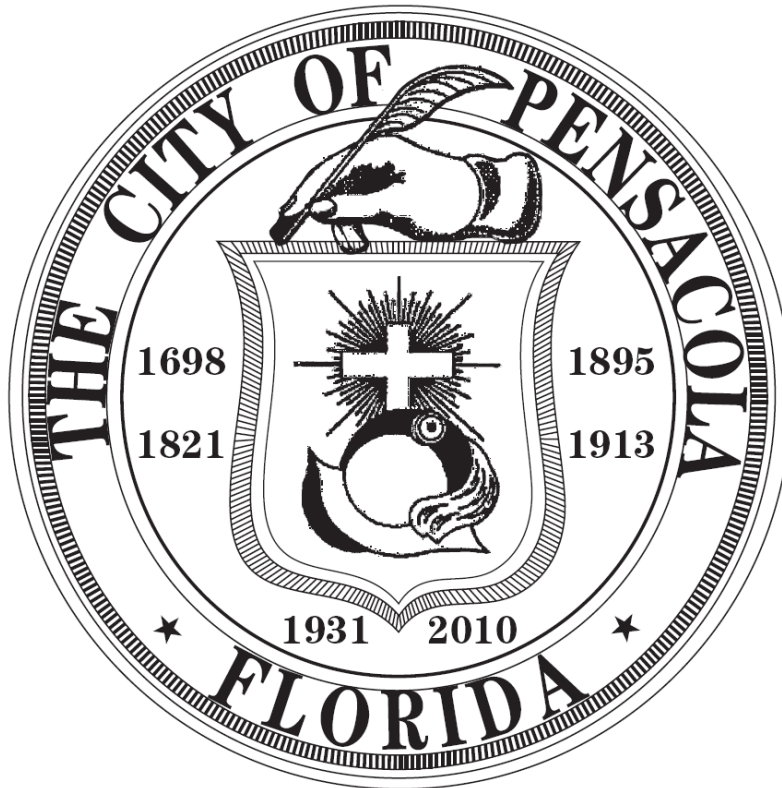


*City of Pensacola*

# **COMPREHENSIVE PLAN**

## **VOLUME I**

### **Goals, Objectives, and Policies**



**Pensacola, Florida**  
**Community Development Department**

**July 2011**

**CITY OF PENSACOLA  
COMPREHENSIVE PLAN**

**VOLUME I  
GOALS, OBJECTIVES, AND POLICIES**

**PENSACOLA, FLORIDA  
COMMUNITY DEVELOPMENT DEPARTMENT**

**JULY 2011**

*VOLUME II - DATA AND ANALYSIS TO THE COMPREHENSIVE PLAN  
SERVES AS SUPPORTING DOCUMENTATION TO THIS SECTION*

# **CITY OF PENSACOLA COMPREHENSIVE PLAN**

## **VOLUME I GOALS, OBJECTIVES, AND POLICIES**

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## CHAPTER 1

### FUTURE LAND USE

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**GOAL FLU-1: Maximize the use of land both from an economic standpoint, and from the standpoint of minimizing threats to the health, safety and welfare of residents and to the continued well-being of the natural environment.**

Objective FLU-1.1: Specify the desired development pattern through a land use category system that provides for the location, type, density and intensity of development and redevelopment based on natural conditions and dependent on the availability of services as shown on the Future Land Use Map and controlled through the adopted Land Development Code.

Policy FLU-1.1.1: All development orders and building permits for future development and redevelopment activities shall be issued only if public facilities necessary to meet adopted level of service standards are available concurrent with the impacts of the development.

Policy FLU-1.1.2: The City will amend its Land Development Code as needed to remain consistent with the requirements of Chapter 163.3202, Florida Statutes and Chapter 9J-5.022 and 9J-5.023, F.A.C. so that future growth and development will continue to be managed through the preparation, adoption, implementation and enforcement of land development regulations that are consistent with the Comprehensive Plan.

Policy FLU-1.1.3: The Land Development Code will be evaluated during the EAR-based amendment process to identify revisions that are needed to implement the goals, objectives and policies of the Comprehensive Plan. The Land Development Code includes:

1. Zoning District Regulations
2. Neighborhood Preservation Standards
3. Off-Street Parking
4. Signage
5. Tree/Landscape Regulations
6. Subdivisions
7. Control of Erosion, Sedimentation and Runoff
8. Flood Plain Management
9. Airport Zoning

Policy FLU-1.1.4: Each future land use category shall have a set of zoning districts that may be permitted within that future land use category, and zoning that is not consistent with the category shall not be approved. The zoning ordinances shall include a table which sets forth the different zoning districts



which are permitted within each future land use category, and designations which are not consistent with the table shall not be approved.

Policy FLU-1.1.5: Future land use categories, including densities and intensities of use for each category, shall be established as follows:

Conservation District: The Conservation Land Use District is established to preserve open space as necessary for protecting water resources, preserving scenic areas, preserving historic sites, providing parklands and wilderness reserves, conserving endemic vegetation, preventing flood damage and soil erosion. This future land use category shall apply to environmentally sensitive areas identified on the Future Land Use Map and protected from development pursuant to site plan review. The following generalized uses are permitted:

- (a) Wildlife and vegetation conservation:  
Wildlife refuge, nature trails and related facilities
- (b) Recreational facilities:  
Passive recreation  
Bike trails  
Jogging trails
- (c) Other similar and compatible conservation and recreational uses:  
Boat moorings, fishing piers, drainage areas, etc.

Residential Districts: The Residential Land Use Districts are established for the purpose of providing and preserving areas of predominantly low, medium or high residential development. A variety of residential uses shall be allowed, based on zoning classification, at the following maximum densities:

- \* Low Density Residential - 5 or fewer residential dwelling units per acre.
- \* Medium Density Residential - 18 or fewer residential dwelling units per acre. Conditional use permits for the following land uses may be approved in the Medium Density Residential Land Use District based on site plan review and public notification procedures: Residential design manufactured homes, bed and breakfast, day care centers and accessory office units subject to intensity standards for the Office and Residential/Neighborhood Commercial Land Use Districts.
- \* High Density Residential - 35 or fewer residential dwelling units per acre allowed pursuant to lot coverage, landscape area, parking and recreational area development requirements provided in the adopted Land Development Code. No building shall exceed a height of 150'. This height limitation shall not apply to buildings for which preliminary development plan approval was granted by the City Council on or before December 31, 1994.

Office District: The Office Land Use District is established for the purpose of providing for a mixture of residential and office uses, developed separately or within the same structure. When located in older, developed areas of the City, the district is intended to provide for residential or office infill development at a density, character and scale compatible with the surrounding area. In newer, vacant areas of the City, the district is also intended as a transition area between residential and commercial uses. Residential and office uses are allowed at the following maximum densities and intensities:

- \* Residential - density not to exceed 35 dwelling units per acre.
- \* Office - the maximum combined area occupied by all principal and accessory buildings on a lot shall be 30% for a one- to four-story building, 25% for a five- to seven-story building and 20% for any building over eight stories. No building shall exceed a height of 100'.

Residential/Neighborhood Commercial District: The Residential/ Neighborhood Commercial Land Use District is established for the purpose of providing for a mixture of residential, professional and certain types of neighborhood convenience-shopping-retail sales and service uses. Residential and office or commercial uses shall be allowed within the same structure. When located in older sections of the community in which by custom and tradition the intermixing of such uses has been found to be necessary and desirable, the districts intended to provide for infill development at a density, character and scale compatible with the surrounding area. When located in newer developing areas where it is necessary and desirable to create a transition zone between a residential and a commercial district, the district is intended to provide for mixed office, commercial and residential development. Residential, office and low-intensity commercial uses are allowed at the following maximum densities and intensities:

- \* Residential - density not to exceed 35 dwelling units per acre.
- \* Office and Commercial - the maximum combined area occupied by all principal and accessory buildings on a lot shall be 30% for a one- to four-story building, 25% for a five- to seven-story building and 20% for any building over eight stories. No building shall exceed a height of 100'.
- \* Commercial uses shall be restricted to a maximum floor area subject to regulations set forth in the adopted Land Development Code.

Commercial District: The Commercial Land Use District is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Light industrial uses such as fabrication, assembly and warehousing are permitted.

Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed-use development. Residential, office and commercial uses are allowed at the following maximum densities and intensities:

- \* Residential - density not to exceed 35 dwelling units per acre outside the dense business area and density not to exceed 135 dwelling units per acre in the dense business area.
- \* Office and Commercial in the dense business area - the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size (subject to compliance with parking provisions) up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.
- \* Office and Commercial - outside of the dense business area the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.

**Industrial District:** The Industrial Land Use District is established for the purpose of providing areas for industrial development for community and regionally oriented service areas. The district is intended to facilitate the more intense, large-scale manufacturing, warehousing, distribution, wholesaling and other industrial functions of the City and the region. The uses in this district would typically be of a scale and intensity that are more likely to be capable of having an adverse affect (through sound, vibration, odor, etc) on adjacent properties if they are not of a compatible character (i.e. residential, office, and general commercial land uses). Office, commercial and a mixture of light industrial, heavy industrial and industrial park uses are allowed, with maximum building coverage of 75% of lot size up to a maximum height of 100 feet.

**Neighborhood District:** The Neighborhood Land Use District is established to provide for land uses and aesthetic considerations which are distinctive and unique to neighborhoods defined by specific geographic boundaries on the Future Land Use Map.

A variety of residential, office and commercial uses will be allowed at the following maximum densities or intensities:

- \* Residential – density not to exceed 35 dwelling units per acre.
- \* Office and Commercial - the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 100'.

Historic and Preservation District: The Historic and Preservation Land Use District is established to preserve the development pattern and distinctive architectural character of these unique areas through the restoration of existing buildings and construction of compatible new buildings. These buildings and historic sites and their period architecture make the district unique and worthy of continuing preservation efforts. Regulations are intended to ensure that future development is compatible with and enhances the pedestrian scale of the existing structures and period architectural character of the districts. The district is an established business area, residential neighborhood and tourist attraction, containing historic sites and museums, a variety of specialty retail shops, restaurants, small offices, and residences.

A variety of residential, office and commercial uses will be allowed at the following maximum densities or intensities:

- \* Residential – density not to exceed 35 dwelling units per acre in the Pensacola (Seville) Historic District, the North Hill Preservation District and the Old East Hill Preservation District and density not to exceed 135 dwelling units per acre in the Palafox Historic Business District.
- \* Office and Commercial in the Pensacola (Seville) Historic District, the North Hill Preservation District and the Old East Hill Preservation District - buildings shall not exceed a maximum height of 45'. Lot coverage shall be regulated by use of front, side and rear yard requirements pursuant to regulations in the Land Development Code and based on existing development.
- \* Office and Commercial in the Palafox Historic Business District - the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size (subject to compliance with parking provisions) up to a height of 100'. Developments of over 100' in height shall be required to reduce the lot coverage by 10%. No building shall exceed a height of 150'.

Redevelopment District: The Redevelopment Land Use District is established to promote the orderly redevelopment of the southern gateway to the City and portions of the Pensacola Bay waterfront area in order to enhance visual appearance, preserve unique shoreline vistas, provide public shoreline access, preserve or provide working waterfront activities, improve traffic safety and encourage a high quality of site planning. Site specific analysis of each development proposal within the district is intended to ensure that the scenic orientation and open space image of the shoreline is maintained, that the development characteristics are upgraded and the boundary of the adjacent special districts are positively reinforced.

A variety of residential, office and commercial uses will be allowed at the following densities or intensities:

- \* Residential - density not to exceed 100 dwelling units per acre in the Gateway Redevelopment District and 60 dwelling units per acre in the Waterfront Redevelopment District.
- \* Office and Commercial in the Gateway Redevelopment District - the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 100'.
- \* Office and Commercial in the Waterfront Redevelopment District - the maximum combined area occupied by all principal and accessory buildings shall be 75% of lot size up to a maximum height of 60'.

Business District: The Business Land Use District is established to promote the compatible redevelopment of the City's historic downtown waterfront by encouraging high quality site planning and architectural design which is compatible with both the historic character of the existing structures and the waterfront activities.

- \* Residential - density not to exceed 108 dwelling units per acre in the South Palafox Business District.
- \* Office and Commercial in the South Palafox Business District - the maximum combined area occupied by all principal and accessory buildings shall be 100% of lot size up to a maximum height of 80'.

Airport District: The Airport Land Use District is established to regulate land owned by the Pensacola Regional Airport or immediately adjacent to the airport which is considered sensitive due to its relationship to the runways and its location within noise zones. Land owned by the City allows only open space, recreational or commercial and industrial uses customarily related to airport operations. Low density residential and a variety of office and commercial uses will be allowed on privately owned land, based on the zoning classification and subject to the requirements of Chapter 333 of the Florida Statutes, at the following maximum densities:

- \* Residential - density not to exceed 5 dwelling units per acre.
- \* Office and Commercial - the maximum combined area occupied by all principal and accessory buildings shall be 50%. No building shall exceed a height of 45', subject to airport height limitations.

Interstate Corridor District: The Interstate Corridor Land Use District is established to provide for non-highway land uses both below and adjoining the Interstate I-110 corridor on land owned by the Florida Department of Transportation and leased by the City of Pensacola as shown in the Site Development Plan in the DOT *Corridor Location, Design and Multiple Use Report: Interstate 110, Pensacola, Escambia County, Florida, 1972*. The

following land uses are allowed at the land use mix composition shown below, with site plan review and City Council approval:

- \* Residential – density not to exceed 35 dwelling units per acre up to a maximum 3% of the developable land.
- \* Service, tourist and community commercial and light industrial uses up to a maximum 25% of developable land.
- \* Recreation and open space facilities, and community centers owned and operated by the City up to a maximum 35% of developable land.
- \* Public utilities, City government buildings and facilities and public transportation facilities up to a maximum 37% of developable land.

The maximum combined area occupied by all principal and accessory buildings shall be 50%. No building shall exceed a height of 45', subject to DOT height limitations.

Policy FLU-1.1.6: The following uses shall be allowed in all future land use districts, except for Conservation and Interstate Corridor, subject to regulations set forth in the adopted Land Development Code, and Chapter 333 of the Florida Statutes: Community residential homes, schools with curriculum the same as public schools, libraries, churches, home occupations and accessory structures incidental to any permitted use. Parks and playgrounds and utility structures shall be allowed in every district.

Policy FLU-1.1.7: Adaptive reuse of vacant public, semipublic, institutional or historically significant structures within the Medium and High Density Residential Land Use Districts and the Residential Neighborhood Commercial Land Use District shall be allowed subject to issuance of a conditional use permit.

Applicants for a conditional use permit must submit development plans, undergo site review process through the Planning Board, provide for public notification of property owners within an established radius and obtain approval from the City Council. To ensure the compatibility of the conditional use development with the surrounding residential neighborhood the City Council may prescribe appropriate conditions and safeguards as follows:

- \* Limit or otherwise designate the following: the manner in which the use is conducted; the height, size or location of a building or other structure; the number, size, location, height or lighting of signs; the location and intensity of outdoor lighting or require its shielding.
- \* Establish special or more stringent buffer, yard or other open space requirements.
- \* Designate the size, number, location or nature of vehicle access points.

- \* Require berming, screening, landscaping or similar methods to protect adjacent or nearby property and designate standards for installation or maintenance of the facility.
- \* Designate the size, height, location or materials for a fence or wall.

Objective FLU-1.2: Existing nonconforming land uses which are incompatible or inconsistent with the Future Land Use Plan will not be allowed to expand, to be enlarged, or to be rebuilt or reopened if destroyed, pursuant to provisions adopted in the Land Development Code and consistent with the requirements of Chapter 163, F.S.

Policy FLU-1.2.1: Expansion or replacement of land uses, which are incompatible with the Future Land Use Plan, shall be prohibited. Existing nonconforming uses will be permitted as provided in the City's Land Development Code.

Policy FLU-1.2.2: Land uses which are potentially incompatible due to type of use and/or intensity of use, shall be buffered from one another through the use of physical and/or natural vegetative barriers within required yards established in the adopted Land Development Code.

Objective FLU-1.3: The City shall protect its natural resources and its historic, architectural and archaeological resources in accordance with the City's Land Development Code.

Policy FLU-1.3.1: Continue to protect natural open space areas within the City as designated in the Recreation and Open Space Element.

Policy FLU-1.3.2: Public access to the waterfront shall be maintained or improved by the City (i.e., boat ramps, street rights-of-way). Private property rights will be protected in providing public access to the waterfront.

Policy FLU-1.3.3: Wetlands and other natural vegetative and wildlife habitats identified, as Conservation Districts on the City's Future Land Use Map will be protected from development through provisions in the Land Development Code.

Policy FLU-1.3.4: Regulate the location of hazardous waste disposal, storage and treatment facilities within the City through enforcement of land development regulations.

Policy FLU-1.3.5: The City shall coordinate with West Florida Historic Preservation, Inc. by providing technical assistance in its efforts to identify, designate and preserve historic architectural resources and shall continue to enforce the regulations in the adopted Historic District zoning ordinance.

Policy FLU-1.3.6: The City shall abide by the guidelines of its archaeological resolution whenever development is planned for City-owned property.

Policy FLU-1.3.7: The City shall utilize maps contained in the *Wellhead Protection Area Delineation In Southern Escambia County, Florida, Water Resources Special Report 97-4, December 1997*, prepared by the Northwest Florida Water Management District, as may be amended, and included by reference, to identify wellhead protection areas around existing water wells and shall continue to cooperate with the Escambia County Utilities Authority in reviewing land use regulations within these areas.

Policy FLU-1.3.8: Land uses delineated by the Future Land Use element shall be permitted based on the availability of water supplies in addition to the availability of public water facilities consistent with the requirements of Chapter 163, F.S.

Objective FLU-1.4: All development and redevelopment in the Coastal High Hazard Area shall be consistent with the Coastal Management Element and shall be coordinated with appropriate regional hurricane evacuation plans.

Policy FLU-1.4.1: For City-funded developments, water-dependent and water-related activities shall be given a higher priority for permit approval.

Policy FLU-1.4.2: Public access to the waterfront shall be encouraged in all developments utilizing City funds except for industrial developments.

Policy FLU-1.4.3: Future residential land use developments in the CHHA shall be limited to the following densities by location:

- \* Low density - along Escambia Bay north of Hyde Park Road and south of Gadsden Street, and along both shores of Bayou Texar.
- \* Medium density - along Pensacola Bay (except for the Historic District), and along Bayou Chico.
- \* High density - Historic District.

Policy FLU-1.4.4: Future residential land use developments in the dense business area constructed in the CHHA shall be limited to medium density (18 or fewer residential dwelling units per acre). Allowable density above the medium density limit established by future land use category may be transferred to portions of the development site outside the CHHA.

Objective FLU-1.5: The City shall coordinate with other local governments and agencies to reduce or minimize adverse impacts in the region due to development in the City.

Policy FLU-1.5.1: The City shall develop procedures for review of requests for development orders which might affect or be affected by another government or agency and coordinate appropriately.



Policy FLU-1.5.2: The City shall review and contribute to any updates of the Comprehensive Plans in surrounding jurisdictions and other policy plans that would affect implementation of local resource protection goals.

Objective FLU-1.6: Ensure that suitable land is available for utilities necessary to support proposed developments through enforcement of subdivision ordinances which require the provision of adequate land for utilities infrastructure.

Policy FLU-1.6.1: Pursue an interlocal agreement and an informal coordination mechanism, to the extent possible, with Emerald Coast Utilities Authority and other utilities providers in locating public facilities and utilities to maximize the efficiency of services provided, to minimize their cost and to minimize their impacts on the natural environment.

Objective FLU-1.7: Facilitate efficient and reliable delivery of electric service.

Policy FLU-1.7.1: New electric distribution substations shall be a permitted use in all land use categories and zoning districts within the City except those designated as preservation, conservation, or historic preservation on the future land use map or duly adopted ordinance pursuant to F.S. 163.3208.

Policy FLU-1.7.2: Standards for set-backs, landscaping, buffering, screening, and other aesthetic compatibility-based standards shall apply to new distribution electric substations pursuant to F.S. 163.3208 to achieve compatibility with adjacent and surrounding land uses to the maximum extent practicable.

Policy FLU-1.7.3: The City shall grant or deny a properly completed application for a permit to locate a new distribution electric substation within a residential land use category or zoning district pursuant to the requirements of F.S. 163.3208.

Objective FLU-1.8: Provide for effective land development opportunities while allowing for innovative solutions through the Land Development Code.

Policy FLU-1.8.1: The land development regulations shall be modified and/or expanded to reflect the goals, objectives and policies of all the Comprehensive Plan elements.

Policy FLU-1.8.2: Land development regulations shall allow flexibility, within some zoning districts to provide for affordable housing and other redevelopment opportunities.

Policy FLU-1.8.3: Land development regulations shall include standards for residential density bonuses above the limit otherwise established by future land use category in exchange for the construction of affordable housing and as an incentive to achieve superior building and site design, preserve environmentally

sensitive lands and open space, and provide public benefit uses including access to the waterfront.

- Density bonuses for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall not exceed 10% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- Density bonuses for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall be based upon clear and convincing evidence that the proposed design will result in a superior product that is compatible with the surrounding land uses and produces a more desirable product than the same development without the bonus.
- Density bonuses for the provision of affordable housing shall not exceed 25% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- Density bonuses for the provision of affordable housing shall be based upon ratios of the amount of affordable housing to market rate housing within a proposed residential development and shall include mechanisms to assure that the units remain affordable for a reasonable timeframe such as resale and rental restrictions and rights of first refusal.
- The maximum combined density bonus for superior building and site design, preservation of environmentally sensitive lands and open space, provision of public benefit uses and affordable housing provided to any single development shall not exceed 35% of the limit otherwise established by land use category.
- All density bonuses shall be approved by the City Planning Board.

Objective FLU-1.9: Direct development in the City to areas where infrastructure exists to reduce development outside of the City limits which would cause further urban sprawl.

Policy FLU-1.9.1: Promote infill development of vacant and underutilized parcels within City limits through use of appropriate land development regulations, and provision of effective urban services.

Policy FLU-1.9.2: Encourage mixed-use development as a means to increase density in the designated urban core and inner-city redevelopment areas of the City in accordance with adopted redevelopment area plans through EAR-based amendments of the Comprehensive Plan and revisions of the Land Development Code.

Policy FLU-1.9.3: Support increased density in proximity to existing and proposed urban elementary schools, and seek to use such schools as neighborhood focal points by collocating public facilities such as parks and community centers with schools to the extent possible.

Policy FLU-1.9.4: Continue to encourage mixed use development through the use of innovative land development techniques such as planned unit developments, cluster housing, mixed-uses on individual parcels and other approaches as provided in the land development code.

Policy FLU-1.9.5: Promote innovative arrangements of development types and promote a complimentary mix of residential/commercial/recreation uses along primary vehicular corridors of neighborhoods so as to minimize the impacts of new development on existing resources and facilities by allowing a variety of uses in close proximity to one another.

Policy FLU-1.9.6: Allow development of a mixture of residential, commercial and office land uses in the mixed residential/office/commercial zoning districts along primary vehicular corridors of the Urban Core and inner-city Community Redevelopment Areas, through review and revision of the Land Development Code.

#### Objective FLU-1.10: Increase and enhance Traditional Neighborhoods

Policy FLU-1.10.1: Identify and revise incompatible zoning designations and approved land uses to ensure suitable development in support of existing traditional neighborhoods and a cohesive urban fabric.

Policy FLU-1.10.2: Encourage new Neo-Traditional Neighborhood Development and compatibly designed infill within the urban core and inner-city redevelopment areas through review, and revision where necessary, of the land use regulations in the Land Development Code.

Policy FLU-1.10.3: Explore Neighborhood Conservation Overlay Districts to ensure compatible infill development in existing traditional neighborhoods.

Policy FLU-1.10.4: Explore the use of State and Federal redevelopment programs to encourage Neo-Traditional Neighborhood Developments that include a mix of uses and provide housing for a range of incomes.

Objective FLU 1.11: Promote development in the downtown urban core areas of the City.

Policy FLU-1.11.1: Promote through the redevelopment process, the introduction of mixed-use development to enhance retail viability, establish truly pedestrian-oriented shopping districts, create more attractive buildings and public spaces, support transit viability, and reduce vehicle trips.

Policy FLU-1.11.2: Review land use regulations in the Land Development Code and revise where necessary to support walkability and pedestrian activity, arts, and entertainment uses in the City's downtown.

Policy FLU-1.11.3: Review land use regulations in the Land Development Code and revise where necessary to encourage the vertical and horizontal integration of a complementary mix of commercial, service and other non- residential uses that address the needs of families and other household types living in downtown neighborhoods.

Policy FLU-1.11.4: Pursue the establishment of a downtown railroad "quiet zone" to facilitate downtown development.

Policy FLU-1.11.5: Continue to coordinate with the Downtown Improvement Board on parking enforcement and management to provide adequate parking for downtown patrons.

Policy FLU-1.11.6: Continue to waive off-street parking requirements in the HC-1 and HC-2 districts, for residential land uses in the dense business area, and for qualifying buildings in the South Palafox Business District and C-2A district to encourage downtown and urban core development.

Policy FLU-1.11.7: Continue to allow the off-site provision of parking through a shared parking agreement in qualifying zoning districts to promote downtown and urban core development.

Objective FLU-1.12.: Implement plans for redevelopment and renewal of blighted areas in Census Tracts 1 through 8, and particularly in the downtown urban core and inner-city Community Redevelopment Areas.

Policy FLU-1.12.1: Continue to undertake redevelopment projects and programs as outlined in the *Urban Core Community Redevelopment Plan* (2010 Update), the *Pensacola Waterfront Redevelopment Plan* (2000/Update 2010), the *Pensacola Historic District Master Plan*, (2004) and the *Belmont DeVilliers Land use Plan* (2004) and promote increased density.

Policy FLU-1.12.2: Continue to engage in redevelopment activities within the designated Urban Infill and Redevelopment Area in accordance with the *Urban Infill and Redevelopment Area Plan*.

Policy FLU-1.12.3: Implement redevelopment efforts as identified in the *Westside Community Redevelopment Area Plan* (2007).

Policy FLU-1.12.4: Encourage Brownfield and grayfield redevelopment and adaptive reuse within the urban core and inner-city development areas.

Policy FLU-1.12.5: Promote redevelopment of existing automobile-oriented corridors and the upgrading of existing commercial development to create vibrant, mixed-use boulevards that balance efficient movement of motor vehicles with the creation of attractive pedestrian-friendly districts that serve the adjoining neighborhoods as well as passing motorists pursuant to adopted redevelopment plans.

Policy FLU-1.12.6: Provide infrastructure improvements as part of a redevelopment program in the above mentioned areas in such a way that will not strain the economic resources of the City's existing and new residents.

Policy FLU-1.12.7: Provide for some economic incentives for development in the cited neighborhoods including the following:

- \* Establishing lower level of service standards for some facilities in developed neighborhoods so that costs of upgrading facilities will not be prohibitive; and
- \* Establishing lower or abolishing impact fee assessments in these neighborhoods if the use of impact fees are adopted in the Plan.

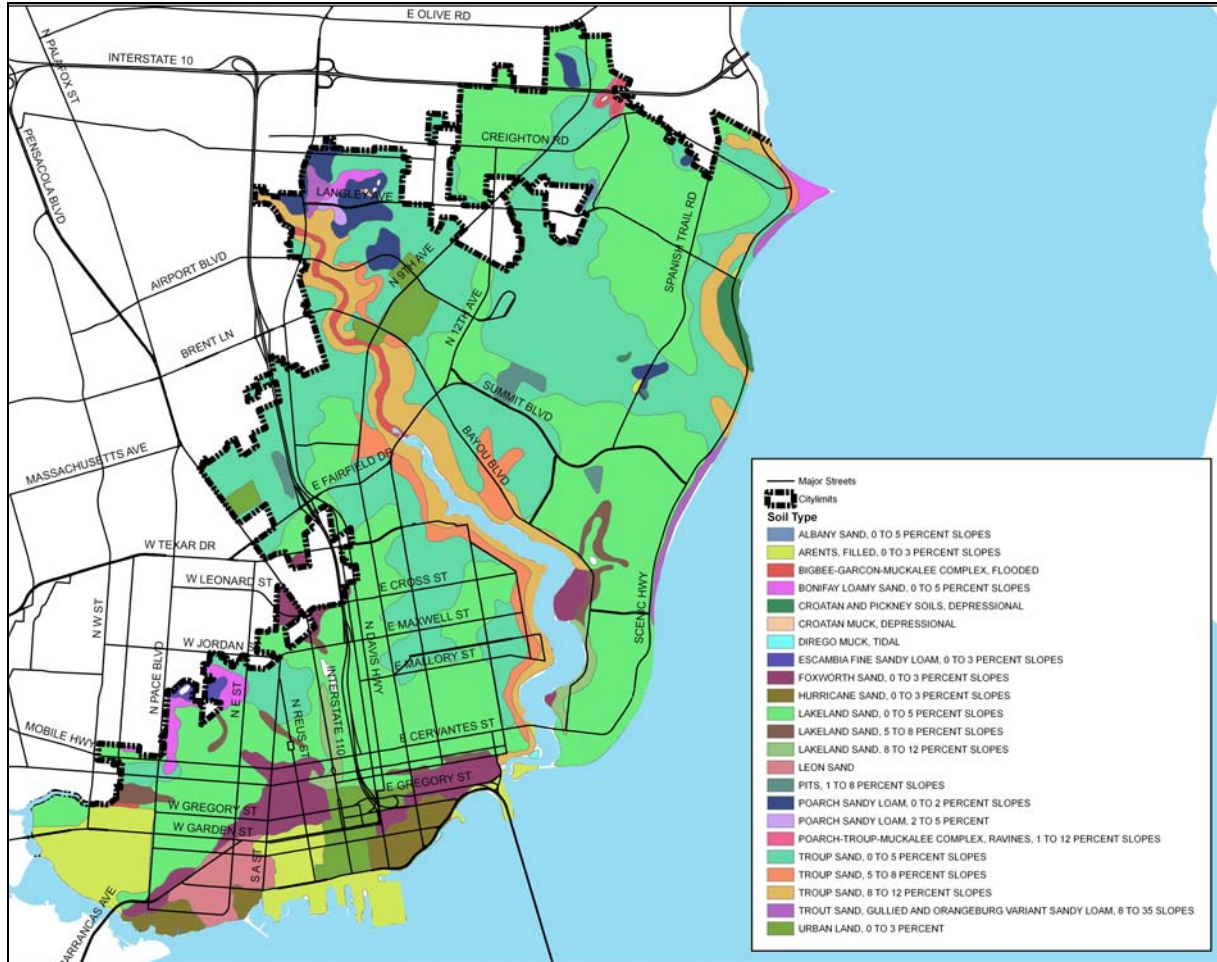
Objective FLU-1.13: Opportunity for dispute resolution in consideration of revisions to the Comprehensive Plan.

Policy FLU-1.13.1: Opportunity shall be afforded, pursuant to F.S. 163.3181 (4), for informal mediation or other alternative dispute resolution to a property owner who's request for an amendment to the Comprehensive Plan pertaining to his property is denied. The costs of the mediation or other alternative dispute resolution shall be borne equally by the local government and the property owner. If the owner requests mediation, the time for bringing a judicial action is tolled until the completion of the mediation or 120 days, whichever is earlier.

Policy FLU-1.13.2: Prior to an administrative hearing conducted pursuant to review of the comprehensive plan or plan amendment by the state land planning agency, opportunity to mediate or otherwise resolve the dispute of any affected person who intervenes as a party to that proceeding shall be afforded pursuant to

F.S. 163.3184 (10)(c). The costs of the mediation or other alternative dispute resolution shall be borne equally by all the parties to the proceeding.

## City of Pensacola Soils



## City of Pensacola Flood Zones





# City of Pensacola Wellhead Protection Zones



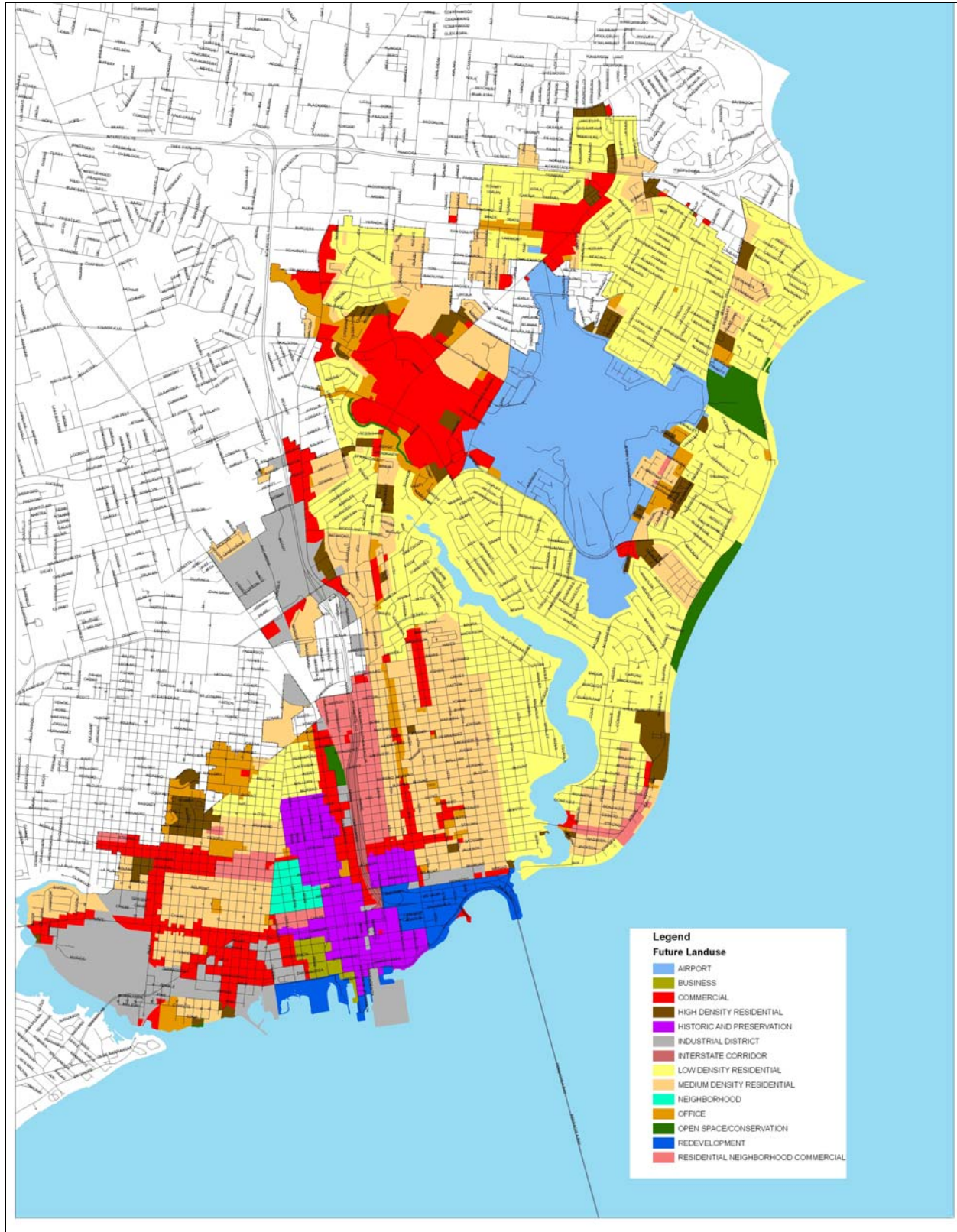
Note: Sidewalk data incomplete

Legend:

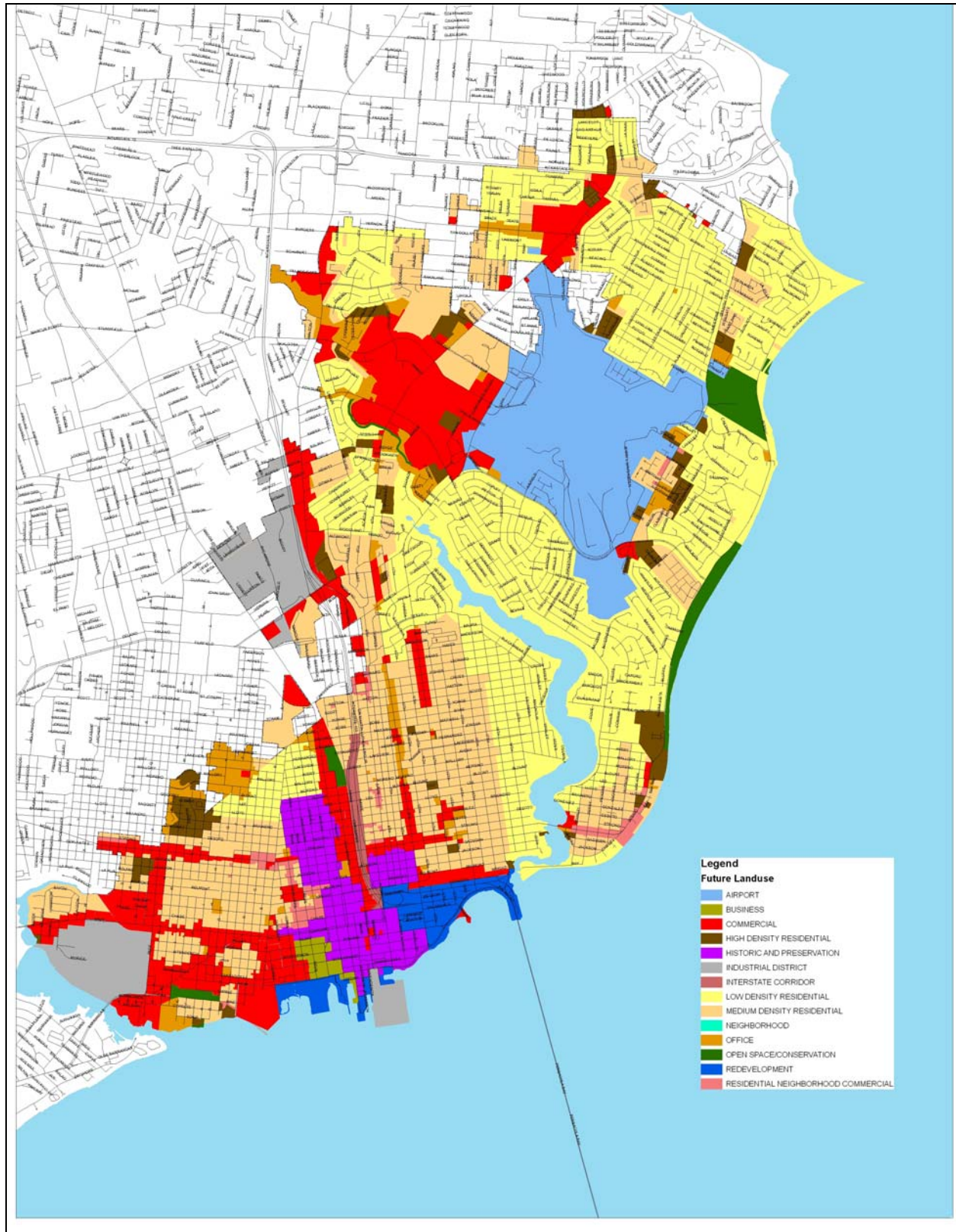
- Downtown Sidewalks (see insert)
- ECAT Bus Routes
- Major Streets
- Bayou Texar Shoreline Protection District
- Escambia Bay Shoreline Protection District
- Future Land Use: Open Space/Conservation
- City Parks
- Citylimits



## Existing Future Land Use



## Proposed Future Land Use



## CHAPTER 2

### TRANSPORTATION

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#### **GOAL T-1: A safe, convenient, and efficient street system.**

Objective T-1.1: The City shall maintain Level of Service standards and implement recommendations to address existing and forecasted LOS deficiencies.

Policy T-1.1.1: The City of Pensacola has adopted Florida Department of Transportation (FDOT) Quality/Level of Service Handbook standards to determine maximum volumes for adopted level of service on the Florida Intrastate Highway System. In addition, the City has adopted the following Level of Service standards on the other roadway types within the City limits to determine maximum volumes:

Roadway Type	LOS (Peak hour)
State Roadways	
Intrastate	C
Other State Roads	E
Roads Within the TCEA	Exempt
Local Roadways	
Local Collector Roads	E
Other Local Roads	C

Policy T-1.1.2: The City of Pensacola shall continue to examine traffic impacts associated with development on roadways within the City to ensure that adopted Level of Service standards are not degraded.

Policy T-1.1.3: The City will review annually, adopted Level of Service standards, traffic volumes, and system demands in order to monitor impacts of new development on the traffic circulation of the City.

Policy T-1.1.4: The City of Pensacola has designated an Urban Redevelopment Transportation Concurrency Exception Area (TCEA) within the boundaries of the Community Redevelopment Area as established pursuant to Resolution 54-80. The boundary of the Urban Redevelopment TCEA is shown on the adopted Future Traffic circulation Map.

Objective T-1.2: The City of Pensacola shall continue to cooperate with the local comprehensive transportation planning process in the Pensacola urbanized area.

Policy T-1.2.1: The City will continue to coordinate with the West Florida Regional Planning Council, FDOT, and the TPO regarding transportation planning and programs within the Pensacola urbanized area.



Policy T-1.2.2: The City will continue to participate in the preparation of the Florida Alabama Transportation Planning Organization's (TPO's) long-range transportation study to evaluate transportation needs and alternatives to improve traffic circulation between the Gulf Breeze peninsula and the City of Pensacola. The City will request the FDOT prepare an analysis of land use and traffic impacts of landfall locations proposed for the western terminus of a new Pensacola Bay bridge.

Policy T-1.2.3: The City shall coordinate with the FDOT, the TPO, the Federal Highway Administration (FHWA), Escambia County, and other Corridor Management Entity partners, where feasible, in implementing elements of the Corridor Management Plan (CMP) for the Scenic Bluffs Highway Corridor.

Objective T-1.3: The City of Pensacola shall continue to maintain, protect, and improve the existing and future coordinated network of streets.

Policy T-1.3.1: The City will use the following definitions from the Land Development Code section 12-14-1 to classify streets within City limits. The City will identify the classification of local streets on the Roadway Functional Classification Map which shall be contained in the City's Land Development Code, and updated periodically to reflect current roadway function.

*Street* means a way for vehicular traffic, whether designated as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place or however otherwise designated. The word "street" includes the following terms, further described as follows:

*Streets, major arterial* means streets which provide for through traffic movement between areas and across the City, and direct access to major employment locations and commercial uses.

*Streets, minor arterial* means street which provide for traffic movement between major neighborhoods.

*Streets, collector* means streets which provide for the movement of traffic between major arterials and local streets and direct access to abutting property.

*Street, local* means streets which provide for direct access to abutting land and used for local traffic movements only.

*Streets, marginal access* are minor streets which are parallel to and adjacent to arterial streets and highways; and which provide access to abutting properties and protection from through traffic.

Policy T-1.3.2: The City shall follow and annually update its 5-year Master Plan for City streets and roadways.

Policy T-1.3.3: The City will continue to coordinate land use decisions with the future traffic circulation system by coordinating traffic circulation improvements with the Future Land Use Map.

Policy T-1.3.4: The City shall incorporate safety measures such as signage, pavement markings, and engineering improvements into all transportation improvements.

Policy T-1.3.5: The City will review periodical accident frequency reports about applicable roads within the City limits and make necessary roadway improvements whenever and wherever applicable.

Policy T-1.3.6: The City shall preserve and protect the capacity of all major streets by minimizing points of ingress/egress, wherever possible, and by closing or relocating unnecessary curb cuts to provide efficient access to the roadway system when development occurs. The City will review, and revise where necessary, its existing standards for providing access and spacing in the Land Development Code. The City will periodically coordinate this review activity with Escambia County and the FDOT through continued participation with the Florida-Alabama TPO.

Policy T-1.3.7: The City shall protect existing and future transportation corridors by implementing the requirements of the subdivision ordinance. This includes mandatory dedication of rights-of-way, where required, as a condition of plat approval.

Objective T-1.4: The City shall continue to implement Transportation System Management strategies to improve the overall performance and quality of the existing transportation network.

Policy T-1.4.1: The City shall coordinate additional segments of the existing computerized signal system with Escambia County, the TPO, and FDOT.

Policy T-1.4.2: The City will review the elimination of one way streets in the current street network

Policy T-1.4.3: The City shall work to reduce excess surface parking along new and existing development through revisions to the Land Development Code where appropriate.

Policy T-1.4.4: The City shall continue to explore the replacement of traffic signals with stop signs at appropriate intersections.

Policy T-1.4.5: The City shall continue to implement “right sizing” strategies where appropriate to reduce lane widths and number of lanes to enhance the quality of the local transportation network.

Policy T-1.4.6: The City shall continue to integrate traffic calming measures including curb extensions, roundabouts, speed tables, raised intersections, textured crosswalks, and the addition of on-street parking to improve the overall quality of the motorized and non-motorized transportation network.

Policy T-1.4.7: In order to promote urban redevelopment within the Urban Redevelopment Area TCEA, the City will consider parking control and pricing policies, transportation demand management programs, transportation system management programs, availability of public transportation, and the use of creative financing tools for the provision of transportation services and facilities.

Policy T-1.4.8: The City shall coordinate with the DIB to implement the recommendations incorporated in the CRA Downtown Parking Study (May 1999) and Parking Management Analysis Findings and Recommendations (2006) including the following: traffic operation improvements; providing for pedestrian and bicyclists; identification of sites for on-grade parking lots or parking garages; identification of satellite parking locations linked to a downtown closed loop trolley to provide a "park and shuttle" alternative in the TCEA to reduce vehicle traffic in the central business district, and; a financial feasibility analysis to address costs of the improvements and possible funding sources.

Policy T-1.4.9: The City shall coordinate with the Downtown Improvement Board (DIB) and West Florida Historic Preservation, Inc. to periodically review the feasibility and joint funding of the existing closed loop trolley or shuttle service within the TCEA boundary.

**GOAL T-2: An economically sound, safe, energy-efficient, and equitable mass transportation system.**

Objective T-2.1: The City shall encourage Escambia County Area Transit (ECAT) in the provision of fixed route mass transit service linking major trip generators and attractors.

Policy T-2.1.1: The City shall continue to coordinate with the WFRPC and the TPO regarding the promotion of alternative modes of transportation (i.e., ridesharing, mass transit).

Policy T-2.1.2: The City shall endorse the promotion of the ECAT in order to relieve traffic and parking congestion and in order to foster energy conservation.



Policy T-2.1.3: The City shall coordinate with ECAT and Escambia County in evaluating transit routes and service utilizing route ridership, headways, or other appropriate performance standard.

Policy T-2.1.4: The City will encourage "ride sharing" programs in coordination with Escambia County in order to reduce the number of vehicles on the road during peak hours.

Policy T-2.1.5: The City will develop land use and site design guidelines to assure the accessibility of new development to mass transit service.

Objective T-2.2: The City shall assist in developing coordinated transportation systems for transportation-disadvantaged citizens.

Policy T-2.2.1: The City will support the provision of the para-transit system developed by the Community Transportation Coordinator as required by Chapter 427, Florida Statutes.

Policy T-2.2.2: The City will assist the TPO in the recommendation for a new coordinator by participating in the development of a Request for Proposals and in the evaluation of proposals received.

Objective T-2.3: The City shall encourage the pursuit of new sources of funding for mass transportation.

Policy T-2.3.1: The City shall work with ECAT, the County and the FDOT to provide for increased Service Development and Urban Corridor funding.

Policy T-2.3.2: The City will support Florida Transit Association in efforts to provide state operating assistance for mass transit.

Policy T-2.3.3: The City will support efforts to provide for a designated funding source for the local contribution.

**Goal T-3: A complete network of pedestrian and bicycle facilities that enhances the City's livability, accessibility, and safety.**

Objective T-3.1: The City shall continue to provide facilities in support of a safe, non-motorized transportation system.

Policy T-3.1.1: The City of Pensacola shall accommodate non-motorized forms of transportation in the design of transportation improvement projects.

Policy T-3.1.2: The City shall consider in its design of all future roadway improvements for major arterial streets, the accommodation of bicycle transportation needs where appropriate.

Policy T-3.1.3: The City shall encourage the development of a comprehensive bicycle education program in coordination with the TPO and Escambia County.

Policy T-3.1.4: The City shall continue to coordinate with the WFRPC and the TPO regarding the promotion of walking and bicycling as alternative modes of transportation.

Policy T-3.1.5: The City shall coordinate with and encourage the deployment of DIB-purchased and installed of bicycle racks within the TCEA boundary.

Objective T-3.2: The City shall coordinate all development in order to produce walkable communities and neighborhoods throughout the City.

Policy T-3.2.1: The City will continue to repair and construct new sidewalks where feasible through the Penny for Progress sidewalk program and other applicable funding sources like the Community Development Block Grant.

Policy T-3.2.2: The City will continue to include requirements for provision of sidewalks by developers around future commercial developments to aid in pedestrian transportation needs.

Policy T-3.2.3: In accordance with the City's Public Schools and Facilities Element of the Comprehensive Plan, new residential developments within two miles of an existing or planned school shall be required to provide sidewalks. In addition, sidewalks shall be placed along all collector, arterial, and local roads abutting the subdivision to the subdivision property line, where it has been determined that the most direct route from the subdivision to the school is along those roadways.

Policy T-3.2.4: The City shall continue to improve accessibility for citizens with mobility limitations throughout the City by providing curb cuts along all proposed sidewalks and through improvements to existing sidewalks where feasible.

Policy T-3.2.5: The City shall strive to upgrade existing and design new pedestrian crossings and intersections with the appropriate "intersection geometry" to allow for visibility, ease of crossing, and pedestrian connectivity.

Policy T-3.2.6: The City shall continue to install countdown-type pedestrian signals at the most appropriate and highly-traveled pedestrian crossings.

Policy T-3.2.7: The City shall, through coordination with the FDOT, the TPO, the Federal Highway Administration (FHWA), design and operate a

comprehensive network of “Complete Streets,” consisting of arterial, collector and local streets, that enables safe access and a full range of daily activities by all user groups, including pedestrians, bicyclists, motorists, and transit vehicles.

Policy T-3.2.8: The City will develop a typology of Complete Streets amenities, and identify the most appropriate enhancements for the range of streets within the City. This typology will be included as part of the Land Development Code or as a stand-alone supplement, and will be used to systematically plan public transportation upgrades and bicycle and pedestrian enhancements.

Policy T-3.2.9: The downtown Community Redevelopment Agency (CRA) will continue to develop and consider funding streetscape improvement projects to enhance pedestrian use of sidewalks as an alternative to vehicle use in the TCEA boundary.

Policy T-3.2.10: The City will continue to support pedestrian access and community beautification through proposed streetscape improvement projects in adopted neighborhood and revitalization plans where feasible.

Policy T-3.2.11: The City will pursue, where feasible, “Complete Street,” and intersection improvements along the corridors identified in adopted neighborhood and redevelopment plans to provide for aesthetics, accessibility and safety for pedestrians, bicycles and motorized vehicles. Such improvements may include traffic calming measures such as adequate lighting, shade trees, wider sidewalks, bike paths, street furniture, gateway treatments, directional signage and area identity markers where feasible.

**GOAL T-4: Rail service that allows for the safe and efficient transportation of cargo and passengers while enhancing livability.**

Objective T-4.1: The City shall coordinate for safe and efficient railroad operations along the existing system within the city limits.

Policy T-4.1.1: The City shall utilize available legal methods in order to provide that railroad companies will continue to maintain the roadway for vehicular traffic at railroad crossings.

Policy T-4.1.2: The City shall strive to be the first responder to any hazardous material incidents within the city limits and maintain an on-going training program to ensure maximum response capabilities in the event of derailments.

Policy T-4.1.3: The City shall monitor any modifications to the railroad trestle at Bayou Texar to provide for maximum enhancement of tidal circulation.

Policy T-4.1.4: The City shall coordinate with the appropriate railroad company to seek removal and/or replacement of the overpass at 17th Avenue that would allow for the continued improvements of 17th Avenue.

Policy T-4.1.5: The City shall encourage the return and continued service of Amtrak or other passenger rail service along existing rail lines.

Objective T-4.2: The City shall coordinate with the rail companies serving the area in order to achieve compatibility of rail facilities and operations with community planning efforts.

Objective T-4.2.1: The City shall work for the establishment of a rail quiet zone within the City limits for the benefit of local residents and businesses.

Policy T-4.2.2: The City shall coordinate with rail companies to identify unused railroad spurs and trackage and require or encourage their removal by the appropriate party.

Policy T-4.2.3: The City shall take action to secure abandoned railroad rights-of-way in the event that track removal or relocation occurs and determine the best land use for the impacted rights-of-way.

Policy T-4.2.4: The City shall explore the restoration of unused rails lines to be used for public recreational use.

**GOAL T-5: The stimulation of economic development and generation of positive economic and employment benefits in the City of Pensacola and surrounding area by promoting the use of the waterfront and Port facilities to cargo shippers and water-dependent businesses, and coordinating with the Pensacola Gulf Coast Regional Airport when feasible.**

Objective T-5.1: The Port shall continue to attract new and expanded waterborne commerce.

Policy T-5.1.1: Sufficient financial resources shall be made available annually within the Port's departmental budget to facilitate the continued promotion of Port facilities to prospective users.

Policy T-5.1.2: The Port shall maintain a business development plan and facilities development strategy which identifies the annual marketing targets and long-range facility development objectives required to attract new and expanded business to the Port.

Policy T-5.1.3: The Port shall maintain close working relationships with applicable federal, state, regional and local economic development agencies, as well as with the Pensacola Gulf Coast Regional Airport, and port-associated

businesses (i.e. trucking companies, railroads, shipping lines, etc.) to enhance economic development opportunities, and to identify and pursue waterborne commerce opportunities.

Policy T-5.1.4: The Port shall review, and if necessary, revise its Terminal Tariff so as to maximize revenues while maintaining a competitive position within the industry.

Objective T-5.2: The Port shall diversify its business base in order to strengthen the Port's contribution to the economic vitality of the Pensacola area.

Policy T-5.2.1: The Port shall make its maritime knowledge and experience available to tourism officials, inter- and intra-governmental departments and agencies, political leaders and others to assist in exploring the development of excursion, cruise, or amenity vessel operations at public access areas of the downtown waterfront including, but not limited to, Commendencia Slip, Plaza de Luna, and the Vince Whibbs Community Maritime Park, etc.

Policy T-5.2.2: The City shall work with the TPO, National Park Service, and the Department of the Navy to review the feasibility and benefits of establishing a local and regional passenger ferry system to support tourism and water-related commerce in the area.

Policy T-5.2.3: The Port may acquire, by lease or purchase, land or buildings for the purpose of leasing to potential Port customers, or to provide the same for use by transient cargo users of the Port.

Policy T-5.2.4: The Port shall actively market its deep draft docks, berths, pier-side warehouses and other infrastructure to traditional and non-traditional waterborne commerce and water-dependent maritime industry interests.

Policy T-5.2.5: The Port shall market its northeastern boundary for development of a commercial/restaurant/retail venture.

Policy T-5.2.6: The Port shall market unimproved land located roughly in the north central portion of the Port for development of light manufacturing/assembly type operations with signification employment potential.

Policy T-5.2.7: The Port may collaborate with other government agencies and private waterfront and inland landholders to develop strategic alliances and public-private partnerships which expand and enhance the Port's ability to serve new and expanded cargo and water-dependent business activities.

Objective T-5.3: The Port shall maintain a 5-year capital improvement and replacement plan to address Port facility construction and maintenance requirements.

Policy T-5.3.2: The City shall consider the potential impact on the Port of Pensacola of non-maritime related developments in the areas immediately adjacent to the Port property.

Policy T-5.3.3: The City, through the annual Port Department budget with support from state and federal grant resources where applicable, shall identify and commit funding as available to provide and maintain facilities necessary to facilitate the Port's business activities as described in Objective 5.2.

Policy T-5.3.4: Port capital improvement and expansion plans will be coordinated and consistent with applicable federal, state, and local laws, ordinances and regulations and shall be sensitive to environmental issues in consideration of the economic policy of Port operations.

Objective T-5.4: The Port shall develop and implement a comprehensive facilities maintenance program.

Policy T-5.4.1: The City, through the annual Port Department budget, shall provide sufficient personnel and financial resources, as available, to implement the facilities maintenance program.

Policy T-5.4.2: Port facilities shall be maintained so as to minimize the requirement for replacement and thereby extend the useful and productive life of Port assets.

Objective T-5.5: The City will limit public expenditures in the Coastal High Hazard Area except in the provision of facilities necessary for Port maintenance and operations.

Policy T-5.5.1: Future Port related public expenditures in the Coastal High Hazard Area shall be limited to: those which provide evidence of natural disaster mitigation planning and design; those which restore or enhance natural resources; or, those which are necessary for operation and expansion to accommodate Port activity as determined by the City.

**GOAL T-6: Port operations and developments that are undertaken in a manner which minimize or mitigate negative impacts on the basic functions and productivity of the City's natural land, coastal and water resources; and that eliminate, reduce or avoid Port related health and safety concerns for present and future residents of the City of Pensacola.**

Objective T-6.1: The Port shall endeavor to protect, conserve, and enhance wetlands, living marine resources, coastal barriers, and other natural resources within its immediate geographic area of operation.

Policy T-6.1.1: The Port will conduct its operations in accordance with all state, federal, and local regulations designed to protect wetlands, aquatic wildlife and creatures, and water quality.

Policy T-6.1.2: The Port will protect to the extent reasonably feasible, living marine resources from any permanent effects of Port related dredging by providing that all dredging activity will be permitted and conducted in accordance with applicable state and federal regulations designed to reasonably ensure that dredging impacts are short-term and limited.

Policy T-6.1.3: All future Port developments shall be designed to meet Northwest Florida Water Management District standards for the control of stormwater runoff. Recommendations outlined in the City's Stormwater Management Plan will be implemented during new construction activities on the Port site.

Policy T-6.1.4: All Port users discharging coolant or ballast water into Port area waters must comply with the pertinent state and federal regulations.

Objective T-6.2: Port operations, development, and expansion plans will be integrated into all City plans for the downtown and waterfront areas and compatible with the surrounding land uses, including the plans of the City Planning Department and the Community Redevelopment Agency, as a water-dependent land use.

Policy T-6.2.1: The Port shall work with other City departments to reasonably ensure that Port transportation requirements are analyzed and reflected in the plans of the TPO as well as federal and state DOT plans by participating in the development and adoption process of these plans.

Policy T-6.2.2: City Council Resolution 12-05 and City Council Policy on Port Operations and Administration will be incorporated into the City of Pensacola Comprehensive Plan.

Policy T-6.2.3: The Port will work with other City, County, State and Federal departments and agencies to explore transportation planning and management solutions which seek to segregate Port vehicular and rail traffic from other traffic types along Main Street and in the downtown Pensacola corridor to the extent practical.

Policy T-6.2.4: The City shall consider the economic impact of the Port in all future coastal and waterfront land use planning or development.

Policy T-6.2.5: Future Port development shall be visually compatible with adjacent development in the downtown and Historic District to the extent reasonably possible.

Objective T-6.3: The Port shall maintain a petroleum products and hazardous waste management program.

Policy T-6.3.1: The Port shall maintain a consolidated hazardous waste and petroleum products contingency/emergency response plan, which implements the guidance in the *Florida Coastal Pollutant Spill Contingency Plan*.

Policy T-6.3.2: The Port shall coordinate all disaster/ hazardous waste and petroleum products contingency planning with the Escambia County Emergency Management Director, State Department of Environmental Protection and the U.S. Coast Guard.

Policy T-6.3.3: All future Port expansion planning will, to the extent financially feasible, incorporate the appropriate technology for the safe handling of hazardous wastes and petroleum products.

Policy T-6.3.4: All handlers of petroleum products shall be required to have a U.S. Coast Guard approved spill contingency plan.

Policy T-6.3.5: The Port shall maintain a current file of the U.S. Coast Guard inspection reports and the various industry/company hazardous materials and petroleum products operations and handling manuals.

Policy T-6.3.6: The Port will maintain a comprehensive inventory of hazardous materials and petroleum products and inventory of spill cleanup equipment.

Objective T-6.4: All Port projects shall be consistent with the Future Land Use, Coastal Management and Conservation Elements of the City's Comprehensive Plan.

Policy T-6.4.1: Revisions to the Port development plan shall be reviewed to ensure consistency with the City's Comprehensive Plan.

Objective T-6.5: The Port will continue to coordinate operations and expansion plans with the TPO, the FDOT, and other appropriate transportation planning entities to ensure an integrated traffic circulation system.

Policy T-6.5.1: Port development plans will be reviewed for consistency with transportation plans of applicable transportation planning agencies.

Objective T-6.6: The Port shall continue to coordinate operational and expansion activities with the U. S. Army Corps of Engineers, the TPO, the Department of Defense, the *Escambia/Santa Rosa Coastal Resource Planning and Management Plan* and the FDOT 5-Year Transportation Plan.

Policy T-6.6.1: The Port will continue to construct and operate Port facilities in cooperation with appropriate federal, state and local agencies.



Policy T-6.6.2: The Port development plans will be coordinated with appropriate plans of other agencies including FDOT's 5-Year Transportation Plan and the TPO's adopted Transportation Improvement Plan (TIP).

Policy T-6.6.3: The Port shall coordinate with the appropriate City departments to assure that Port transportation requirements are consistent with and included in the plans of the TPO.

**GOAL T-7: The reduction of vulnerability of Port occupants to hurricanes and other natural disasters.**

Objective T-7.1: The Port evacuation time will be consistent with that of the County from Evacuation Zone 12.

Policy T-7.1.1: The Port shall maintain a disaster evacuation, response, and recovery plan as part of its comprehensive Port Security Plan approved by the United States Coast Guard and Florida Department of Law Enforcement.

Policy T-7.1.2: The Port shall coordinate with the County to ensure that its plan is consistent with that for County Evacuation Zone 12.

Policy T-7.1.3: The Port shall coordinate with the County in the development of a revised update of the Escambia County and City Hurricane Preparedness Plan which considers revised evacuation routes, the Port's role in the evacuation process, the orderly evacuation of Port workers, resident businesses, and cargo, and the post-hurricane recovery process.

Policy T-7.1.4: The Port shall conduct an annual review of its disaster evacuation, response, and recovery plan with all Port tenants, users, and resident businesses.

Objective T-7.2: The Port shall fully implement compliance with life safety, fire prevention, construction and flood plain management codes of the City and state.

Policy T-7.2.1: The Port area building standards shall continue to be consistent with or in excess of the most current construction, life safety and fire prevention codes.

Policy T-7.2.2: The City's land development regulations shall identify priorities for shoreline land uses which provide for a range of water-dependent uses, in-water related activities, economic growth stimuli, hurricane contingency planning, and protection of the natural and water quality of the environment.

Objective T-7.3: The Port shall provide immediate response to post-hurricane and natural disaster situations as requested or required by the Escambia County Civil Defense Organization.

Policy T-7.3.1: The Port-assigned recovery task forces shall be recommended to be incorporated in the current version of the Escambia County Emergency Management Organization and shall include a Port representative and, if available, a City Engineer.

Policy T-7.3.2: The Port shall coordinate with the County to develop plans and ordinance amendments, as necessary, which reflect any Port related recommendations in any inter-agency hazard mitigation reports or reports pursuant to Port or coastal operations.

Policy T-7.3.3: The Port shall develop the procedures for the Recovery Task Force to evaluate and recommend to the City and County various replacement options and priorities for damaged public/commercial facilities.

**GOAL T-8: Airport facilities that promote economic development, including new industry, business and tourism, while meeting existing and future demand.**

Objective T-8.1: Future development or expansion of the Pensacola Gulf Coast Regional Airport shall be consistent with the 2000 Airport Master Plan Update and F.A.A. approved Airport Layout Plan or subsequent updates.

Policy T-8.1.1: The City shall coordinate the future updates of the Airport Master Plan with updates to the City's Comprehensive Plan.

Policy T-8.1.2: As an integral component of the airport master planning process, the City shall make provisions for regional transportation facilities for the efficient use and operation of the airport.

Policy T-8.1.3: The City shall coordinate the future expansion and/or development of Pensacola Regional Airport with Escambia County to ensure land use compatibility consistent with Chapter 333 of the Florida Statutes.

Objective T-8.2: As identified in the 2000 Airport Master Plan, the Airport shall continue to work towards the development of an Airport Commerce Park on 65 acres of property adjacent to the northwest quadrant of the Airport.

Policy T-8.2.1: The Airport will continue to acquire properties in the targeted 65-acre site through a combination of Florida Department of Transportation and Airport Capital Improvement funds.

Policy T-8.2.2: The Airport will explore the development of the Airport Commerce Park through build-to-suit development, third-party developers, design-build contracts, or other types of Request For Proposals processes.

Policy T-8.2.3: The Airport shall explore alternative funding sources and partnerships to finance the development of the Airport Commerce Park.

Policy T-8.2.4: The Airport shall explore the creation of partnerships with local and regional economic development agencies to attract appropriate businesses and firms to the Commerce Park to foster agglomeration economies.

Policy T-8.2.5: The Airport shall consider the development of a free-trade zone at the Commerce Park to attract firms and industries and enhance their economic competitiveness.

Policy T-8.2.6: The Airport will explore coordination with the Port of Pensacola for the provision of helicopter or air service at the proposed inland Port facility.

Objective T-8.3: The Airport will continue to coordinate operations and expansion plans with the appropriate transportation planning entities to ensure an integrated traffic circulation system.

Policy T-8.3.1: If the City undertakes future construction projects at the airport, the City shall develop a traffic circulation and parking plan to accommodate the impacts of that construction project.

Policy T-8.3.2: The City shall ensure that future airport development or expansion is consistent with the transportation element of this comprehensive plan and applicable TPO long-range transportation plans.

Policy T-8.3.3: The City shall coordinate with FDOT in developing a comprehensive airport signage plan to include all interstate and major streets leading to the airport from all directions.

Policy T-8.3.4: Airport development plans and capital improvement program will be reviewed for consistency with transportation plans of the MPO, the FDOT and other applicable transportation planning agencies.

Objective T-8.4: The Airport shall continue to coordinate operational and expansion activities with the Federal Aviation Administration (FAA), the TPO and the FDOT.

Policy T-8.4.1: Cost estimates of proposed airport improvements shall be submitted for utilization in the Joint Automated Capital Improvement Program (JACIP) of the FDOT and FAA, the TPO transportation improvement plan, and the City's Capital Improvements Element.

Policy T-8.4.2: The Airport Manager shall provide planning and budgeting information to FDOT, the MPO, and the City's Comprehensive Plan Capital Improvements Element to encourage the inclusion of airport expansion projects and related traffic corridor improvements in their budgets.

Objective T-8.5: The City shall actively participate in the *Northwest Florida Steering Committee of the Continuing Florida Aviation Systems Planning Process (CFASPP and Strategic Intermodal Systems Development Plan)*, to assure that the service needs of the Pensacola Regional Airport are considered in the coordination of air transportation in the Northwest Florida area.

Policy T-8.5.1: The development of new airports to support economic growth will take into consideration the use of existing airports.

Objective T-8.6: Coordinate with the United States Navy and the F.A.A. in the periodic review of the *Naval Aviation Training System (NATS) Plan* to reasonably assure that both military and civilian air space operations are compatible.

Policy T-8.6.1: Through the Airport Master Plan Update process, the City shall communicate the long range forecasting of airport operations for airport facilities to reasonably assure that civilian air space needs can be identified.

Objective T-8.7: All airport projects shall be consistent with the Future Land Use, Coastal Management and Conservation Elements of the City's Comprehensive Plan.

Policy T-8.7.1: Revisions to the Airport Master Plan Update shall be reviewed to ensure consistency with the City's Comprehensive Plan.

**GOAL T-8: Airport improvements and operations that consider environmental impacts and compatibility with surrounding land uses.**

Objective T-8.1: The City shall enforce the Airport Land Use Regulations to prevent incompatible land use that have a potential for being hazardous to aircraft operations as well as to the persons and property on the ground in the vicinity of the incompatible land use.

Policy T-8.1.1: The City shall encourage real estate agents to notify potential property owners that their property is within the Airport Impact District noise zones.

Policy T-8.1.2: The City shall continue to enforce Section 12-2-11, Airport Land Use District, and Section 12-11, Airport, of the Land Development Code to reasonably ensure that airport obstructions do not intersect the airport's runway protection zones, approach surfaces, transition surfaces, horizontal surfaces and conical surfaces.

Policy T-8.1.3: The City shall ensure that future changes to the Land Development Code shall be consistent with Chapter 333 of the Florida Statutes.

Objective T-8.2: The City shall continue to examine the concept of multiple land uses within Airport Restricted Zoned property.

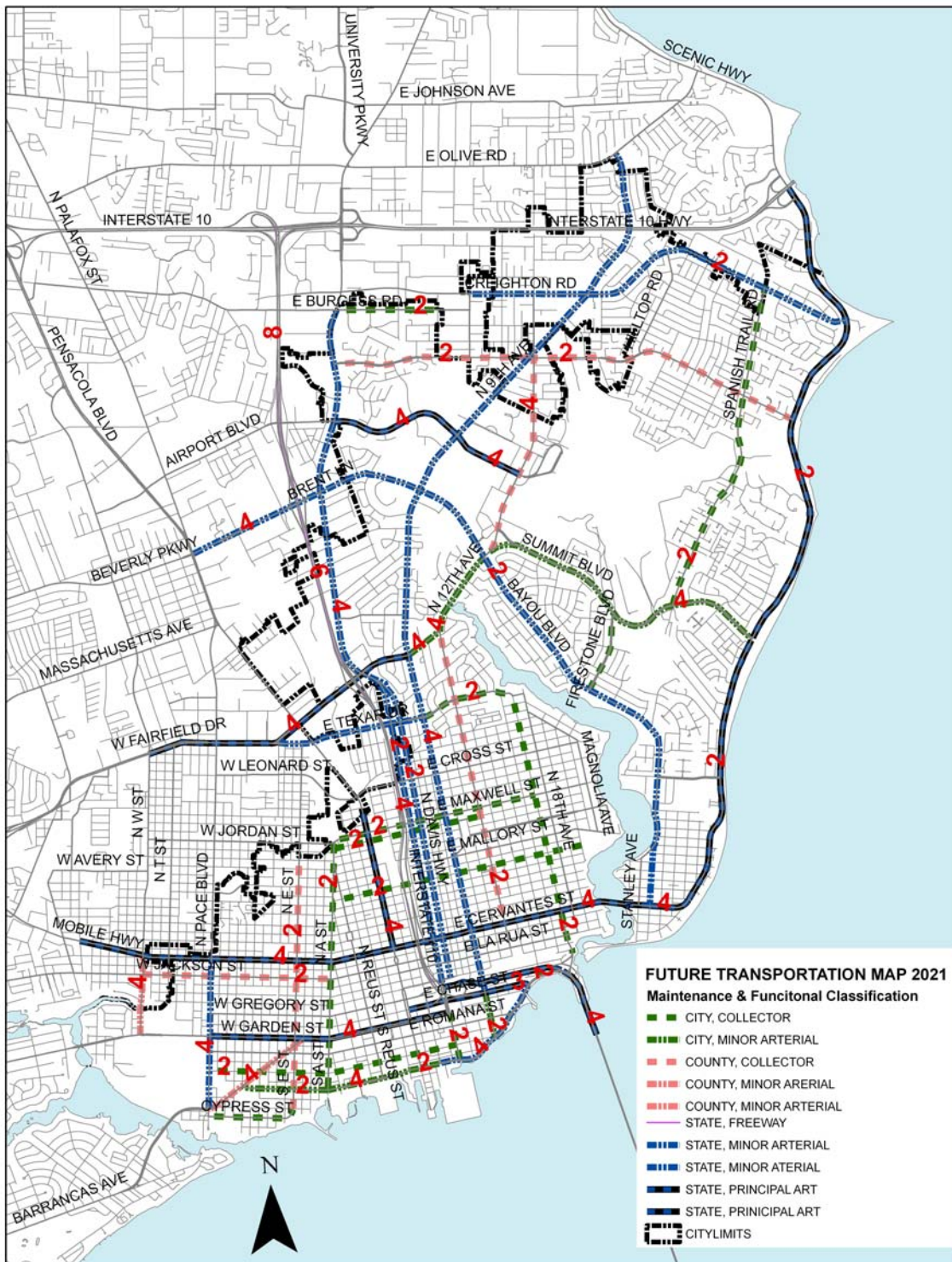
Policy T-8.2.1: The City shall consider a compatible multiple use concept for the open space area at the end of Runway 8/26, considering the environmental sensitivity of the Gaberonne wetland area.

Policy T-8.2.2: The City shall consider the development of airport-related commercial activities within the ARZ zone but outside of runway protection zones, consistent with Chapter 333 of the Florida Statutes.

Objective T-8.3: The City shall continue to encourage Escambia County to enforce its airport land use compatibility regulations in the unincorporated area around the Pensacola Regional Airport.

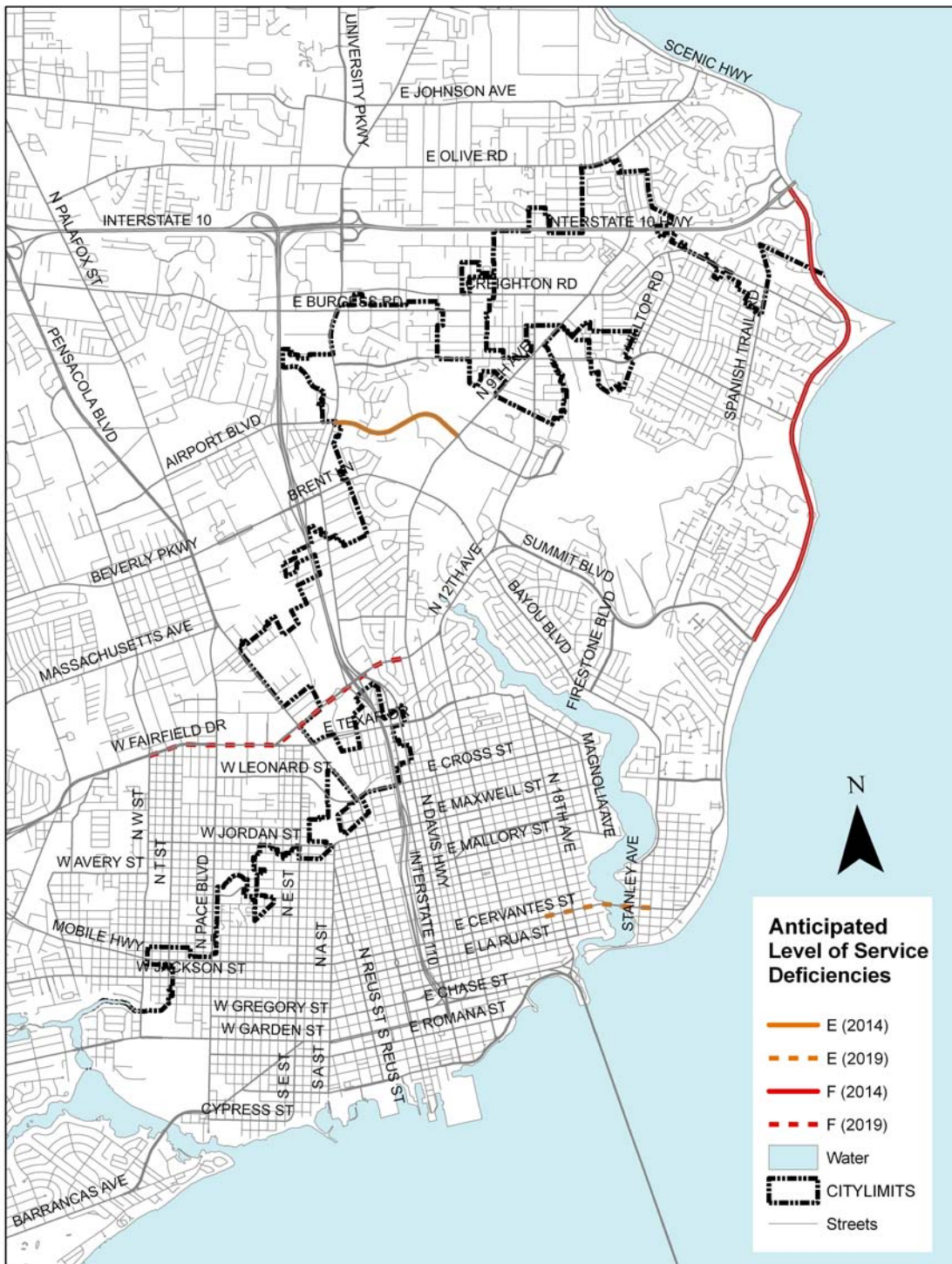
Policy T-8.3.1: The City should continue to coordinate with the County, particularly after the approval of the *FAR Part 150 Noise Study*, to assure that the County enforcement of noise regulations around the Regional Airport is compatible with the City's noise regulations.

# City of Pensacola Future Transportation Map





# City of Pensacola Anticipated Roadway Level of Service Deficiencies



## CHAPTER 3

### HOUSING

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#### **GOAL H-1: An adequate supply of quality housing available to meet the needs of Pensacola households, now and in the future, in all neighborhoods.**

Objective H-1.1: Monitor and evaluate the housing market within the City to assess how well supply addresses present and expected future needs in the planning period.

Policy H-1.1.1: Review population trends and new construction figures to identify future housing needs of City residents.

Policy H-1.1.2: Conduct periodic surveys to identify substandard housing structures.

Policy H-1.1.3: Coordinate with public agencies and the private sector to ensure that a sufficient quantity of dwelling units exists to meet the housing needs of the existing and anticipated population in the City, including households with special needs.

Objective H-1.2: Encourage the creation and conservation of a wide variety of housing development and redevelopment types throughout the City.

Policy H-1.2.1: Continue to provide incentives for the development of new dwelling units in situations where housing needs are not being adequately met by the private sector with special emphasis on the elderly, handicapped, very low to moderate income and workforce households. These incentives could include density bonuses, donation of City-owned property, payment of utility connections and impact fees, assistance with obtaining financing from local lending institutions, and expedited permitting.

Policy H-1.2.2 Encourage the efficient use of existing housing by promoting rehabilitation and adaptive re-use of non-residential buildings.

Policy H-1.2.3: Encourage the efficient use of infrastructure by focusing well-designed new and redeveloped housing on vacant, infill or underdeveloped land.

#### **GOAL H-2: Sufficient quality affordable housing to support the needs of present and future residents.**

Objective H-2.1: Identify very low, low, moderate income and workforce housing needs and provide safe, decent and sanitary housing for existing and future residents at a



sufficient volume and variety and at an affordable price range as defined in Chapter 420, Florida Statutes.

Policy H-2.1.1: Conduct a periodic housing needs assessment plan to determine actual housing needs for very low, low, moderate income and workforce households.

Policy H-2.1.2: Continue to provide information about and pursue state and federal sources of funding designated for very low, low, and moderate income housing.

Policy H-2.1.3: Continue to work to improve the conditions of the housing stock by applying for and utilizing funds available through federal and State grants and programs.

Policy H-2.1.4: Continue to distribute applicable Federal and State funds for housing assistance throughout the City to provide for a wide variety of neighborhood settings and housing choices for very low, low and moderate income families while avoiding undue concentration in any given neighborhood.

Policy H-2.1.5: Research the possibility of obtaining dwelling units through donation, tax deed, purchase or other relevant means of acquisition for the purpose of making them available to low and moderate income families

Objective H-2.2: Continue to participate in the Community Development Block Grant Program to rehabilitate substandard owner-occupied housing units within the City in order to maintain existing residential neighborhoods.

Policy H-2.2.1: Continue to designate areas with high incidences of substandard dwelling units and low overall incomes as identified by census tract and other identified areas for timely and efficient rehabilitation activity and program implementation.

Policy H-2.2.2: Continue to provide temporary housing to households having their homes rehabilitated under the CDBG single-family owner-occupied housing rehabilitation program.

Objective H-2.3: Coordinate with other housing providers to foster efficient collaboration and provision of affordable housing.

Policy H-2.3.1: Continue to strive for a high level of intragovernmental and intergovernmental coordination between the City of Pensacola, Escambia County, and other public and private housing providers for all housing assistance efforts for very low, low and moderate income families.

Policy H-2.3.2: Coordinate with the major housing agencies in the area in developing, promoting, and maintaining housing counseling and training services to aid low and moderate income families in finding and maintaining housing compatible with their needs and income capabilities.

Policy H-2.3.3: Continue to implement regulations that are compatible with region-wide regulations for the allocation of very low, low and moderate income housing as stated in the Northwest Strategic Regional Plan Policy, and coordinate with Escambia County to provide for consistency in housing policies, regulations, and incentives.

Policy H-2.3.4: Continue to support the efforts of the Area Housing Commission by having City Council representation on their commission, and assisting in their efforts to locate and develop sites and housing programs for very low, low, and moderate income families.

Objective H-2.4: Encourage and facilitate the creation of quality affordable housing throughout the City.

Policy H-2.4.1: Continue to coordinate, support, and encourage attempts of private enterprises, non-profit groups, and civic organizations to build attractive, quality new dwelling units for households across the full spectrum of income ranges and for those with special needs.

Policy H-2.4.2: Encourage new housing units available to low and moderate income persons by lowering the cost of developing such units through incentive programs to the developers and applying for and utilizing available and eligible federal and state housing programs designed to assist low and moderate income families.

Policy H-2.4.3: Continue to initiate new, and support existing, public or public/private partnership for the provision of new rental units and new owner-occupied housing units for very low, low and moderate income households.

Objective H-2.5: Develop innovative programs and policies to create and preserve sustainable affordable housing.

Policy H-2.5.1: Continue to establish partnerships with local lending agencies that will explore, develop and promote creative ways of financing owner occupied housing for low and moderate income families, the improvement of substandard units and the development of standard ones. All agencies involved in the provision of affordable housing within the City are invited to participate in this "partnership."

Policy H-2.5.2: Encourage the replacement of obsolete public housing units with a quality mixture of for-sale and mixed-income rental properties with supportive services on site.

Policy H-2.5.3: Encourage affordable housing through the exploration of innovative design and regulations in the Land Development Code.

Policy H-2.5.4: Continue to offer incentive for infill housing development through its liens waiver policy for affordable housing.

Policy H-2.5.5: Present a periodic progress report in creating and preserving sustainable affordable housing to the Planning Board of the City of Pensacola and the Mayor.

**GOAL H-3: A range of housing options to support the spectrum of a diverse and vibrant population.**

Objective H-3.1: Encourage a variety of quality housing types to meet the needs, financial abilities and preferences of present and future Pensacola residents.

Policy H-3.1.1: Encourage the provision of quality affordable housing in areas where it is determined that the demand for housing affordable to low, moderate and workforce families has not been addressed by the local market.

Policy H-3.1.2: Continue to provide for different intensities of attractive single family development to reflect differences in the existing and desired character of single family areas across the City.

Policy H-3.1.3: Continue to permit and encourage accessory dwelling units in appropriate residential zoning districts, subject to regulations designed to limit impacts and protect neighborhood character, in order to create attractive and affordable rental opportunities and provide greater flexibility for homeowners.

Policy H-3.1.4: Support mixed-income housing developments including quality, affordable, rental or for-purchase workforce housing, especially along transit lines in the inner city and urban core.

Policy H-3.1.5: Encourage mixed-income rental housing that allows both market-rate and subsidized units of equal quality and aesthetic appeal in the same development.

Policy H-3.1.6: Continue to allow residentially designed manufactured home units on individual lots in the R-1A, R-2A, R-NC, C-1, C-2, and C-3 zoning districts and as a conditional use in the R-1AA zoning district. Residentially

designed manufactured home units shall be permitted in approved mobile home parks existing as of May 1, 1991, and in approved manufactured home parks. Standard design manufactured home units shall be permitted in approved mobile home parks existing as of May 1, 1991, and in approved manufactured home parks.

Policy H-3.1.7: Continue to identify opportunities and encourage redevelopment and attractive infill development that maintains the single-family character of an area, but allows for a greater range of residential housing types, i.e. garage apartments, cottages, tandem houses.

Policy H-3.1.8: Explore the creation of an independent not-for-profit entity to perform land trust and land banking activities to preserve and promote a range of housing options.

Objective H-3.2: Promote a range of housing options to support the population throughout all life stages and capabilities.

Policy H-3.2.1: Improve the balance in the City's population by attracting a proportionate share of the region's families with children through appropriate housing options in order to encourage stabilized neighborhoods and a vital public school system.

Policy H-3.2.2: Facilitate people who are aging to remain in their own neighborhoods and homes as their needs change by supporting shared housing, accessory dwelling units, adult foster homes, and other assisted residential living arrangements.

Policy H-3.2.3: Encourage the development of housing accessible to people with physical limitations and the adaptation of existing homes to improve accessibility for people of all ages and capabilities.

Policy H-3.2.4: Support and technical assistance shall be given through intergovernmental coordination to handicapped service organizations within the City to help provide them with the infrastructure and public facilities necessary to support and encourage independent living for clients of their programs.

Policy H-3.2.5: Continue to include measures in the Land Development Code that assure that group homes and foster care facilities can be developed in residential zones in proximity to convenient support services in accordance with federal, state and local regulations.

Objective H-3.3: Recognize the importance of housing to economic development efforts, and encourage the provision of a wide variety of housing types that support the retention,

expansion and creation of desirable employment opportunities and a competitive workforce.

Policy H-3.3.1: Support housing development by considering the cumulative impact of City regulations on the protection and improvement of existing housing and on the ability of housing developers to provide quality under-represented housing types that are affordable to and appeal to the full spectrum of the workforce.

Policy H-3.3.2: City ordinances, codes, land development regulations and the permitting process shall be reviewed from time to time and amended, where necessary, for the purpose of eliminating excessive requirements in order to increase private sector participation in meeting housing needs.

Policy H-3.3.3: Allow an exemption from concurrency, pursuant to F.S. 163.3180, for certain affordable workforce housing units developed consistent with s.380.0651(3).

Policy H-3.3.4: Continue to provide expeditious and timely review of development and permit applications.

Policy H-3.3.5: Continue to work to reverse the declining residential population of the City, both in total number as well as in diversity of age, education attainment and working status.

Objective H-3.4: Promote context-appropriate residential redevelopment in the downtown, urban core and inner-city areas.

Policy H-3.4.1: Promote and encourage the use of higher density within the downtown and inner city to creating sufficient mass to establish cohesive residential neighborhoods.

Policy H-3.4.2: Support downtown mixed-use development consistent with the Goals of the Comprehensive Plan's Land Use Element and CRA Downtown Master Plan strategies.

Policy H-3.4.3: Encourage utilization of vacant upper floors in the downtown business district for residential development for loft and non-suburban style apartments.

Policy H-3.4.4: Encourage production of high quality multi-family rental and for-sale units such as apartments, condominiums or co-ops and single family attached units such as townhouses and rowhouses in the downtown area at rents and prices affordable to the majority of younger professionals, empty nesters and urban

families with above moderate, but below upper level incomes through development incentives.

Policy H-3.4.5: Physically revitalize and modernize inner-city neighborhoods by providing appropriate incentives for mixed-income home ownership opportunities combined with multi-family rental units and retail space that reflect traditional neighborhood design.

**GOAL H-4: Vibrant, stable neighborhoods that represent the unique diversity of Pensacola's past, present, and future.**

Objective H-4.1: Maintain the stability of existing neighborhoods while expanding opportunities for housing choices.

Policy H-4.1.1: Encourage conservation, where appropriate, of the existing supply of standard housing by continued code enforcement and demolition of deteriorated structures which are beyond repair.

Policy H-4.1.2: Continue to encourage private investment in the conservation of residential structures within the City limits.

Policy H-4.1.3: Continue to encourage revitalization of neighborhoods not designated as a formal "historic district" and provide adequate control over the new development and redevelopment by establishing development guidelines that will maintain the aesthetic quality of the area. These guidelines will be included in a Land Development Code amendment.

Objective H-4.2: Increase opportunities for new housing development while balancing the equally important objective of ensuring that new development is compatible with neighborhood character.

Policy H-4.2.1: In order to maintain a consistent and appealing character in residential areas, seek to ensure through development standards that new and converted structures are aesthetically compatible with existing development and reflective of the character of that development in terms of scale, open space, setbacks, siting and unit orientation.

Policy H-4.2.2: Promote denser, but still human-scaled neighborhoods by permitting multifamily building types with height limits and development standards that promote a strong relationship between individual dwellings and the ground level.

Objective H-4.3: Preserve and enhance the unique identities and character of housing in traditional or older neighborhoods.

Policy H-4.3.1: Encourage the rehabilitation and maintenance of existing sound housing to conserve physical assets that contribute to a neighborhood's desired character.

Policy H-4.3.2: Encourage housing design that supports the conservation, enhancement and continued vitality of areas of the City with special scenic, historic, architectural or cultural value.

Policy H-4.3.3: In addition to exploring the development of "special district" ordinances, the City shall continue to provide ordinances to preserve neighborhood character and viable housing stock with the support of public agencies and neighborhood-based organizations.

Objective H-4.4: Redevelopment of the housing stock in distressed and deteriorated neighborhoods.

Policy H-4.4.1: Maintain housing quality by encouraging the revitalization of housing that exceeds minimum construction standards.

Policy H-4.4.2: Promote housing opportunities that build a sense of community and neighborhood pride through quality design and aesthetic appeal.

Policy H-4.4.3: Continue to enhance the quality of the design of new infill residential development.

Objective H-4.5: Quality schools that support vibrant, attractive neighborhoods.

Policy H-4.5.1: Recognize the interconnected importance of quality neighborhood school retention with community economic development, neighborhood stability, diversity and sustainability efforts.

Policy H-4.5.1: In partnership with other agencies, encourage the maintenance and improvement of urban schools to preserve and enhance neighborhood quality and vitality.

Policy H-4.5.2: Support the viability of urban schools by encouraging residents and families to locate or remain in underutilized urban school districts.

Policy H-4.5.3: Utilize, where appropriate, homeownership and rehabilitation incentives to attract families to underutilized school districts, including incentives to the private sector to maintain a housing production capacity sufficient to meet the needs of workforce families.

**GOAL H-5: Sustainable, environmentally-friendly neighborhoods that enhance the City's livability.**

Objective H-5.1: Encourage the greatest concentration of housing in areas with convenient access to transit, a mix of activities, a range of residential services and amenities and opportunities to live within walking distance of employment.

Policy H-5.1.1: Encourage “walkable,” mixed-use, mixed-income communities that offer a variety of services, multiple housing options and diverse residents to create a stimulating urban lifestyle.

Policy H-5.1.2: Encourage economic development, retail opportunities and incentives for the downtown CRA and inner-city redevelopment districts to support a vibrant urban living experience.

Policy H-5.1.3: Continue to support low-impact home-based businesses and “cottage industries” in mixed-use districts and residential areas while ensuring that those proposed for residential areas do not negatively impact residential neighborhoods.

Policy H-5.1.4: Promote a residential development pattern with increased availability of housing at densities that promote walking and transit use near employment concentrations, residential services and amenities.

Objective H-5.2: Ensure that new residential development is consistent with the environmental capacity of the site and the character of the surrounding area.

Policy H-5.2.1: Continue to utilize flexible development options, including cluster development, to preserve the environmental integrity and viability of the site and surrounding area.

Policy H-5.2.2: Foster flexibility in the division of land and the siting of dwellings and other improvements to reduce the development's impact on environmentally sensitive areas and resources.

Policy H-5.2.3: Continue to provide supporting infrastructure improvements and maintenance of leisure services facilities, such as parks and open space, available to existing neighborhoods and new housing developments.

Policy H-5.2.4: Continue to offer reduced parking requirements for housing where impacts on surrounding neighborhoods are minimal as identified in the land development code.

Policy H-5.2.5: Minimize the exposure of housing to excessive off-site environmental impacts including pollution, noise, vibration and odors associated



with industrial or commercial uses through landscaping and streetscape screenings.

Objective H-5.3: Energy-efficient homes that minimize their impact on the environment while energy decreasing costs to residents.

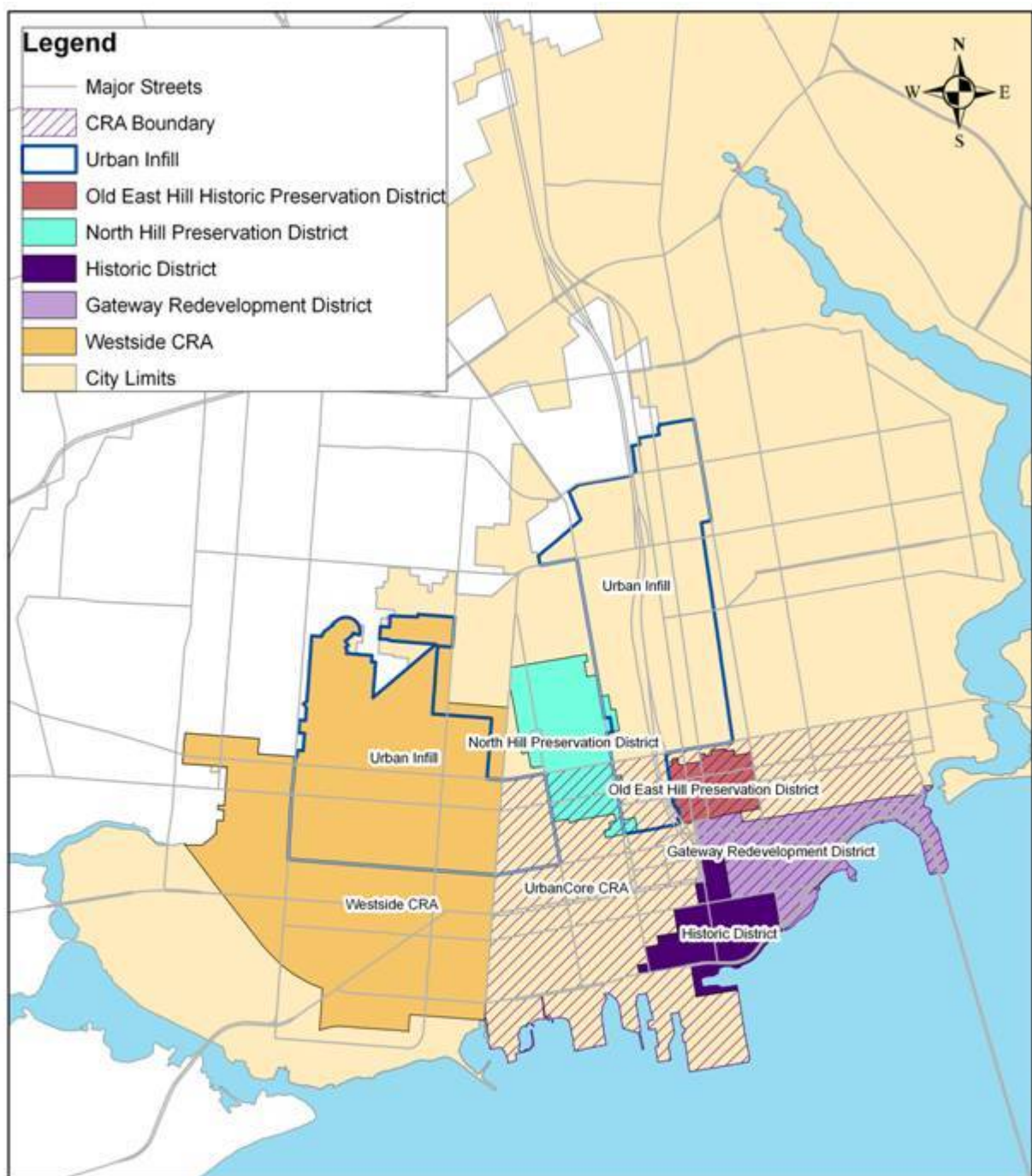
Policy H-5.3.1: Consider, where appropriate, revisions to the land development code that will support the development of energy efficient infill housing.

Policy H-5.3.2: Encourage the use of eco-friendly, “green,” sustainable building standards in residential projects.

Policy H-5.3.3: Encourage the use of the most feasible, safe and energy-efficient systems and methods for constructing rental and home ownership housing to increase its useful life.

Policy H-5.3.4: For qualifying households and homes, the City shall utilize existing weatherization programs and encourage the use of energy efficiency programs available through local agencies like Gulf Power and Energy Services of Pensacola.

## City of Pensacola Special Districts



### Special Districts City of Pensacola



**Date: 2010**

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

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Housing



## CHAPTER 4

### PUBLIC FACILITIES

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**GOAL PF-1: The City shall make provision of the necessary solid waste, sanitary sewer, drainage and potable water facilities for the purpose of meeting existing and projected public facility demands within the City of Pensacola.**

Objective PF-1.1: The City and/or the appropriate agency shall correct public facilities deficiencies as described in the Public Facilities and the Capital Improvements Chapters of the Comprehensive Plan.

Policy PF-1.1.1: The following level of service standards shall be utilized so that development permits are issued concurrent with adequate public facilities capacity:

Solid Waste - 4.52 pounds per capita per day

Drainage - LOS A - tolerates street flooding to a depth of 3 inches or less in the gutters when the rest of the pavement is passable, and allows open or green space flooding of up to 12" as long as there is no threat to public health or safety, or permanent impediment to the intended use of the property; LOS B - tolerates flooding of entire street surface up to 4"; LOS C - tolerates structure flooding; based on the following design criteria:

- \* In existing developments adequate drainage capacity to accommodate run-off associated with a 3-year, 12-hour design storm for collection systems;
- \* In new developments adequate drainage capacity to accommodate a 25-year, 12-hour design storm for collection systems and for retention and detention ponds. As a minimum the first 1/2" of runoff must be retained on the site of the development. At the discretion of the City Engineer, retention standards may be increased beyond the 1/2" minimum standards on a site specific basis.

Objective PF-1.2: The City shall participate with the Emerald Coast Utilities Authority in the preparation of the ECUA's 5-Year Capital Improvements Plan to ensure the future provision of sanitary sewer and potable water facilities.

Sanitary Sewer - No existing deficiencies identified

Potable Water - No existing deficiencies identified

Policy PF-1.2.1: The following level of service standards shall be utilized so that development permits are issued concurrent with adequate public facilities capacity:

Sanitary Sewer - 100 gallons per capita per day (gpcd) for average flow capacity and 200 gpcd for peak flow capacity.

Potable Water - 118 gallons per capita per day for Zone 1 and 146 gallons per capita per day for Zone 2.

Objective PF-1.3: The City shall:

1. Coordinate the extension of, or increase in the capacity of, sanitary sewer or potable water facilities with ECUA based on population projections and the development of land as described in the Future Land Use Chapter and delineated on the Future Land Use Map Series.
2. Update the City's Stormwater Master Plan in order to assess need to extend or increase capacity of the municipal drainage system.

Policy PF-1.3.1: The City shall monitor and verify the availability and capacity of public facilities prior to issuing development permits so that a determination can be made as to whether adequate capacity will be available concurrent with the impacts of the development.

Policy PF-1.3.2: No City development permits will be issued for new development, which will result in increased demand on City or ECUA controlled public facilities beyond their design capacities based on adopted level of service standards, unless the necessary facilities are available concurrent with the impacts of the development.

Policy PF-1.3.3: The City shall prepare an annual summary of capacity and demands for drainage and solid waste facilities and the ECUA will prepare annual summaries of capacity and demand for sanitary sewer and potable water facilities within the City limits pursuant to the Uniform Special District Accountability Act of 1989.

Objective PF-1.4: The City shall maximize the use of existing drainage facilities through efficient and timely maintenance and shall propose an interlocal agreement with Escambia County and the ECUA, which will describe provisions under which sanitary sewer and potable water facilities will be expanded so as to discourage urban sprawl.

Policy PF-1.4.1: The following priorities shall be established in providing for public facility needs:

1. Correction of existing deficiencies;
2. Replacement of existing facilities as they deteriorate, unless these facilities are located in an area that is deemed hazardous to human safety or environ-mentally unsound; and,
3. Provision of future facility needs when developments comply with all other requirements of the Comprehensive Plan.

Policy PF-1.4.2: Through provisions of the proposed interlocal agreement, ECUA shall be required to upgrade, maintain and expand sanitary sewer and potable water facilities in existing developed areas in the City and the County at a higher priority than that of construction and/or expansion into undeveloped areas, especially when such expansion fosters urban sprawl.

Objective PF-1.5: The City of Pensacola has implemented, and will continue to operate, a solid waste management programs for the separation of domestic waste into recyclable and non-recyclable categories in order to reduce overall quantities of landfilled waste by 30% in accordance with Chapter 187.201(13), F.S., to the maximum extent economically feasible.

Policy PF-1.5.1: Projected solid waste landfill demands through the year 2019 will be met through the interlocal agreement with Escambia County regarding the utilization of the County's resource recovery facility.

Policy PF-1.5.2: The City of Pensacola will continue to conduct solid waste separation programs using the most feasible separation techniques.

Policy PF-1.5.3: The City will continue a public information/education campaign concerning the City's solid waste management program.

Policy PF-1.5.4: The City shall encourage the use of xeriscaping© (i.e., the use of native vegetation in its natural state by residents so that less yard waste will be generated by mowing and pruning activities) through education of City residents.

Policy PF-1.5.5: The City of Pensacola will conduct periodic studies on future solid waste management techniques.

**GOAL PF-2: Provision of sanitary sewer, solid waste, drainage and potable water facilities shall be done in a manner which reasonably ensures the maintenance and integrity of environmental quality, as well as protection and maintenance of groundwater aquifer recharge areas, surface groundwater and receiving waters.**

Objective PF-2.1: The City shall coordinate with the ECUA and Escambia County in efforts to reduce effluent discharge to surface water.

Policy PF-2.1.1: When considering a site for a sewage treatment plant, the City shall encourage ECUA to consider locations close to facilities, crop lands, etc., which can use the effluent generated by the plant.

Policy PF-2.1.2: The City will coordinate with the ECUA and the Escambia County Health Department to identify the location of individual septic tanks in the City for the purpose of discontinuing septic tank use and requiring utilization of the sewer collection system.

Policy PF-2.1.3: The City will review cumulative impact of new development on natural resources.

Policy PF-2.1.4: The City shall continue to monitor the implementation actions of the Escambia/Santa Rosa Coast Resources Planning and Management Committees and recommend area-wide compliance with the policies pertaining to wastewater facilities planning.

Policy PF-2.1.5: Where economic feasible, the City will support ECUA's efforts to require impact fees on developments which create a demand for additional public facilities, sufficient to finance the development's share of the cost.

Objective PF-2.2: The City shall continue to require all new development, and redevelopment where economically feasible, to protect natural drainage features and sensitive environmental resources by implementing stormwater management and erosion control practices, which comply with regulations adopted in the revised Land Development Code.

Policy PF-2.2.1: The City shall monitor stormwater management facilities on City-owned lands that are adjacent to or contain natural water systems to minimize impact.

Policy PF-2.2.2: The City shall continue to develop cooperative approaches to restoring and managing regionally significant natural systems through implementation of the recommendations from the *Escambia County/City of Pensacola Stormwater Plan* and the *Pensacola Bay System S.W.I.M. Plan*.

Objective PF-2.3: The City's Land Development Code shall be revised where necessary to assure that development, which adversely affects functioning natural systems, is minimized or prevented.

Policy PF-2.3.1: The City shall protect the hydrologic and ecologic function of estuarine systems by designating areas as Conservation Land Use Districts and through the implementation and enforcement of "Resource Protection Overlay Districts".



Overlay Zoning Districts are as follows:

- X Wellhead Protection District - The purpose of this district is to avoid risks of damage to sources of drinking water by prohibiting within close proximity of public water wells certain land uses, facilities and activities which involve a reasonable likelihood of discharges of pollutants into or upon surface of ground waters.
- X Bayou Texar Shoreline protection District - The purpose of this district is to establish standards which recognize and protect the environmental resources of the Bayou Texar shoreline. This district ensures the preservation of the natural buffering effect of open spaces along the shoreline for storm surge abatement and the filtering of stormwater runoff.
- X Escambia Bay Shoreline Protection District - The purpose of this district is to establish standards, which recognize and protect the unique scenic vistas and environmental resources of the Escambia Bay shoreline.

Policy PF-2.3.2: The City shall continue to enforce all ordinances, which relate to drainage, stormwater management, litter, and sedimentation and erosion control.

Policy PF-2.3.3: The City shall continue to provide technical assistance for the development of non-structural approaches to stormwater drainage control.

Policy PF-2.3.4: The City shall continue to encourage use of permeable surfaces for parking lots, patios, sidewalks, driveways, etc.

Objective PF-2.4: The City shall develop a public information campaign about watershed management (either on its own or in conjunction with other applicable agencies or governmental entities).

Policy PF-2.4.1: The City shall coordinate with Escambia County, the Escambia County School Board, ECUA and the NFWFMD in funding and/or developing educational materials which will be utilized for public information purposes on watershed management.

Policy PF-2.4.2: The City shall coordinate with the Escambia County Agriculture Extension Service and/or other appropriate agencies in developing landscape design and/or urban forestry programs, which promote the preservation of native vegetation for the purpose of sedimentation and erosion control.

Objective PF-2.5: The City of Pensacola shall coordinate with the County, the ECUA and the NFWFMD to promote water conservation through identifying methods of reducing sanitary sewer flows and pumping of potable water.



Policy PF-2.5.1: The City shall coordinate with the Emerald Coast Utilities Authority (ECUA) to develop a public information campaign concerning water conservation.

Policy PF-2.5.2: The City shall coordinate with Escambia County, the Escambia County School Board, ECUA and the NFWFMD in the continued funding and/or development of educational materials which will be utilized for public information purposes on water conservation.

Policy PF-2.5.3: The City shall coordinate with Escambia County, the Escambia County School Board, ECUA, and the NFWFMD in researching all funding mechanisms which are available for establishing a water conservation campaign.

Policy PF-2.5.4: The City shall continue to enforce codes and ordinances requiring water-saving devices in new and rehabilitated construction and encouraging or requiring use of permeable surfaces for parking lots. The City shall consider incentives for developments, which utilize water conservation technology, not to exclude energy conservation technology such as water-sourced heat pumps.

Policy PF-2.5.5: The City shall coordinate with ECUA in studying the development of irrigation systems, which utilize water sources other than the groundwater aquifer for City-owned building sites, recreational sites or public rights-of-way.

Policy PF-2.5.6: The City shall coordinate with the Escambia County Agriculture Extension Service and/or other appropriate agencies in developing landscape design and/or urban forestry programs, which promote the use of indigenous vegetation for the purpose of conserving water used for irrigation. This coordination may be either in the form of shared funding or manpower.

Objective PF-2.6: The City shall continue to enforce its Land Development Code regulations protecting the function of the Sand and Gravel Aquifer.

Policy PF-2.6.1: The City shall utilize maps contained in the *Wellhead Protection Area Delineation In Southern Escambia County, Florida, Water Resources Special Report 97-4, December 1997*, prepared by the Northwest Florida Water Management District, as may be amended, and included by reference, to identify wellhead protection areas around existing water wells and shall continue to cooperate with the Emerald Coast Utilities Authority in reviewing land use regulations within these areas.

Policy PF-2.6.2: The City shall protect all water recharge areas within the City through enforcement of all existing ordinances adopted in the Land Development Code, including but not limited to the following:

1. Open space requirements;
2. Amount of impervious surfaces permitted in critical water recharge areas;
3. Stormwater management;
4. Erosion control; and
5. Landscaping and vegetation protection.

**Objective PF-2.7:** The City shall continue to cooperate in developing a hazardous waste management program in coordination with State and County governments and agencies for the proper collection, storage, disposal and transport of hazardous wastes generated within the City.

**Policy PF-2.7.1:** The City shall continue to respond to all hazardous materials incidents in the City in compliance with Title III of the Superfund Amendment and Re-authorization Act of 1986 and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988.

**Policy PF-2.7.2:** The City shall promote the use of scheduled amnesty days for the appropriate collection of hazardous wastes.

**Policy PF-2.7.3:** All industries with hazardous wastes shall be required to develop a spill clean-up plan, provide storage facilities for hazardous wastes generated on site, and provide for safe transport of any hazardous waste.

**Policy PF-2.7.4:** The City shall coordinate with County, State and Federal agencies in the development and compliance of hazardous waste management programs.

**Policy PF-2.7.5:** The City shall regulate the use and disposal of hazardous materials and wastes within critical aquifer protection areas and within wellhead protection zones.

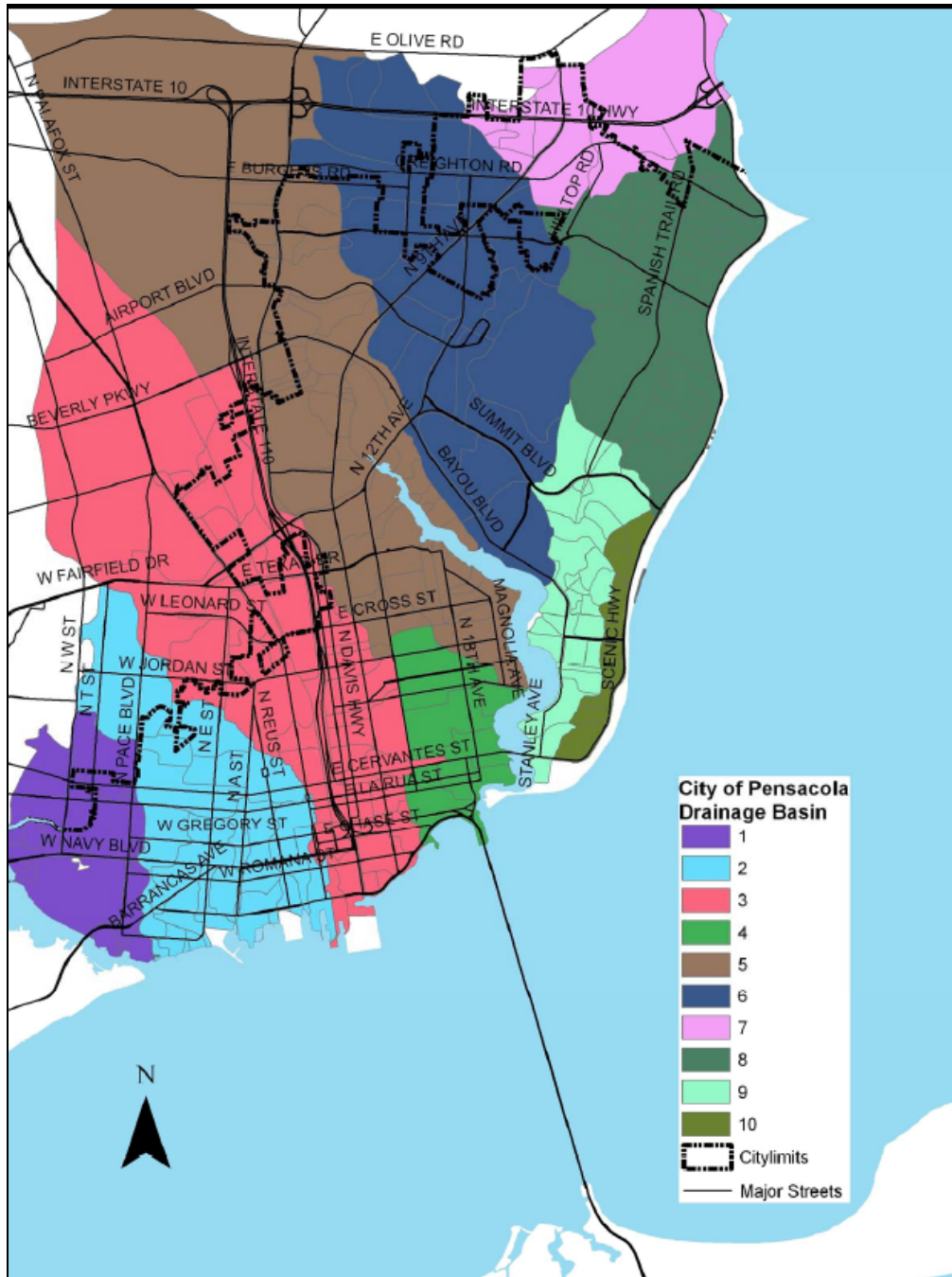
**GOAL PF-3: The City shall encourage the use of energy efficient and environmentally-beneficial activities and products for public facility use.**

**Objective PF-3.1:** The City shall encourage construction of new facilities and purchase of equipment to be used with environmentally beneficial equipment.

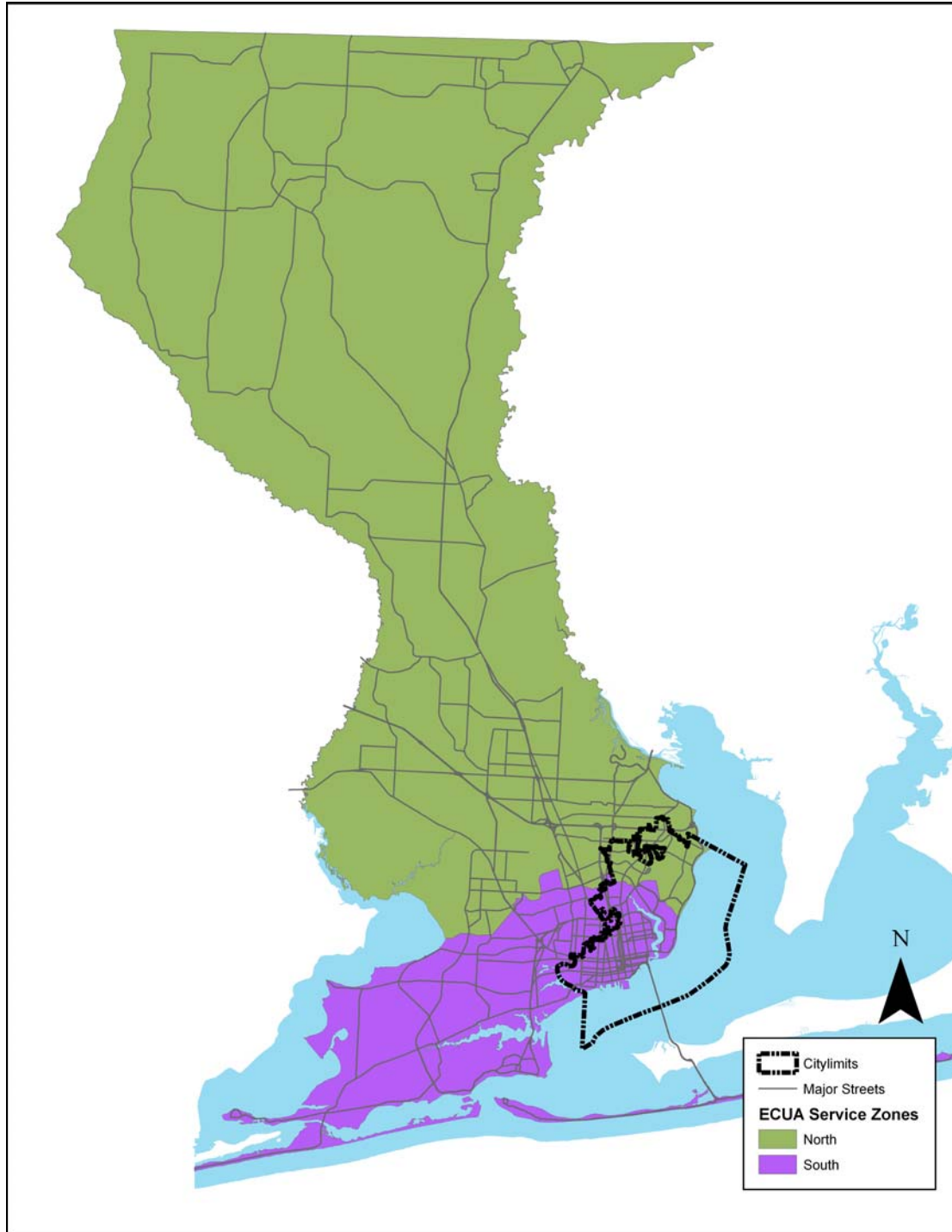
**Policy PF-3.1.1:** The City shall encourage all new public facilities to be constructed utilizing energy and resource efficient techniques and systems including benchmarks from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Green Building Rating Systems. The City shall also encourage LEED certification where appropriate and feasible.

**Policy PF-3.1.2:** The City shall exclusively purchase environmentally-beneficial equipment such as Energy-Star qualified products when cost feasible.

## City of Pensacola Drainage Basins



## Emerald Coast Utility Authority Service Zones



## CHAPTER 5

### COASTAL MANAGEMENT

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**GOAL CM-1: The City shall manage the coastal system natural resources within the City limits in a manner that will maintain or enhance environmental, recreational, historic and economic qualities, protect human life, and limit public expenditures in coastal areas.**

Objective CM-1.1: The City shall encourage shoreline development of those land uses which are dependent on or related to access to the water.

Policy CM-1.1.1: Shoreline development in Coastal High Hazard Area (CHHA) shall be prioritized as follows to the maximum extent feasible

- A. Water dependent uses
  - 1. Commercial
  - 2. Light industrial
- B. Water related recreation
- C. Residential
- D. Commercial

Policy CM-1.1.2: All City owned or City financed waterfront development, except for industrial uses, shall provide for public waterfront access.

Policy CM-1.1.3: The City shall encourage and coordinate in the development of additional marina facilities and fishing piers provided they meet the following criteria:

- \* The use is compatible with surrounding land uses.
- \* Upland support services are available.
- \* A hurricane contingency plan is in place.
- \* The water quality concerns have been addressed.
- \* A plan is in place for mitigation actions in the event that the environment is adversely affected.
- \* The economic need and feasibility for the facility have been established.

Policy CM-1.1.4: The City shall continue to provide for the siting of water-dependent and water-related uses through the zoning guidelines of the appropriate land use districts.

Policy CM-1.1.5: The City shall continue to utilize and develop its deepwater port, coordinating the port's activities with other City, County, regional, state and federal agencies in the following areas: transportation, land use, natural and man-made hazards, protection of natural resources.

Policy CM-1.1.6: The City shall enhance the urban waterfront through proper land use planning, the public acquisition of land for parks and open space, and the establishment of downtown waterfront pedestrian connections.

Objective CM-1.2: The City shall limit public expenditures that subsidize development in the Coastal High Hazard Area (CHHA) except for restoration or enhancement of natural resources.

Policy CM-1.2.1: The Coastal High Hazard Area (CHHA) will be the area seaward of the elevation of the Category 1 storm surge line as established by a Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

Policy CM-1.2.2: Public funds shall be expended in the CHHA only in developments: that comply with residential densities adopted in this plan that will produce no adverse affects to the surrounding land uses or the environment without approved mitigation plans; and/or, that would further open up the waterfront to public access.

Policy CM-1.2.3: The City shall take whatever actions that are necessary so that all public facilities located near the City's shoreline or in the CHHA are resistant to storm events and meet all the building standards for the hurricane-force winds and floods.

Objective CM-1.3: In accordance with the City's land development code, the City shall continue to direct high density population developments away from the City's CHHA.

Policy CM-1.3.1: Future residential land use in the CHHA shall be limited to the following densities by location:

- \* Low density - along Escambia Bay north of Hyde Park Road and south of Gadsden Street, and along both shores of Bayou Texar.
- \* Medium density - along Pensacola Bay (except for the Historic District), and along Bayou Chico.
- \* High density - Historic District.

Policy CM-1.3.2: Future residential land use developments in the dense business area constructed in the CHHA shall be limited to medium density (18 or fewer residential dwelling units per acre). Allowable density above the medium density limit established by future land use category may be transferred to portions of the development site outside the CHHA.

Objective CM-1.4: The City shall provide, and if necessary increase, public access to available shoreline consistent with estimated need.

Policy CM-1.4.1: The City will limit vacations of public rights-of-way to maintain the public access to shorelines.

Policy CM-1.4.2: The City will continue to work with Escambia County to maintain and increase shoreline access to the public.

Policy CM-1.4.3: The City shall review and enforce the public access requirements of the Coastal Zone Protection Act of 1996.

Policy CM-1.4.4: The City shall coordinate land use plans for shoreline access to include proper circulation routes and parking facilities necessary for the particular locations and uses.

Policy CM-1.4.5: The City shall coordinate with the Escambia County Transit System for provision of public transportation to shoreline facilities.

Policy CM-1.4.6: The City shall promote public access and increase overall connectivity between existing neighborhoods and Pensacola Bay.

Objective CM-1.5: The City shall allow development in the CHHA only if it will not create a deficiency in the adopted minimum levels of service.

Policy CM-1.5.1: Level of service standards in the CHHA shall be consistent with those of the rest of the City.

Policy CM-1.5.2: The City shall take all appropriate steps to provide that funding for infrastructure will be phased to coincide with the demands generated by development or redevelopment in the CHHA provided the development meets all the requirements of density and use set forth in the Future Land Use Plan and is consistent with coastal resource protection and safe evacuation.

Objective CM-1.6: The City shall coordinate with State, regional and county agencies in evaluating major evacuation routes and determining where operational improvements can be made to maintain or reduce hurricane evacuation times and shall work with the Civil Defense and Red Cross in identification and provision of adequate emergency shelter.

Policy CM-1.6.1: In the event of a natural disaster, the City shall respond to the instruction and guidance of the Escambia County Civil Defense office and follow the recommendations from the *Tri-State Hurricane Evacuation Study* for evacuation procedures.



Policy CM-1.6.2: The City shall periodically review the natural disaster plan, taking into consideration the capacity of evacuation routes as compared to the predicted population density listed in the Future Land Use Plan Element and other publications relating to natural disaster planning.

Objective CM-1.7: The City will update post-disaster redevelopment plans based on building and construction regulations, city codes, and intergovernmental reports in coordination with Escambia County in order to minimize or eliminate the exposure of human life and property to natural disaster hazards, as necessary.

Policy CM-1.7.1: The City will enforce and/or establish any necessary building and development codes to minimize damage to human life and property from a natural disaster.

Policy CM-1.7.2: The City will continue to participate in the National Flood Insurance Program.

Policy CM-1.7.3: Following a natural disaster, the City will seek Federal Acquisition and donation of properties along CHHA that have been damaged beyond repair, provided for by section 1362 of the NFIP.

Policy CM-1.7.4: The City shall identify all areas needing redevelopment to reduce or eliminate unsafe conditions and inappropriate uses in the CHHA.

Policy CM-1.7.5: The Post-Disaster Redevelopment Plan shall establish policies for the following: differentiating between repair and clean-up actions which are needed to protect public health and safety and those actions which constitute long-term repair and redevelopment activities; practices for removal, relocation or structural modification of damaged infrastructure and unsafe structures; limiting redevelopment in areas of repeated damage; and incorporating recommendations of interagency hazard mitigation reports into the local Comprehensive Plan.

Policy CM-1.7.6: The City shall develop regulatory or management techniques for general hazard mitigation including regulation of: beach alteration; stormwater management; and sanitary sewer facilities.

Policy CM-1.7.7: The City shall incorporate the recommendations of the hazard mitigation annex of the local peacetime emergency plan and applicable existing interagency hazard mitigation reports.

**GOAL CM-2: The City shall ensure the highest environmental quality feasible, the City will seek to conserve, protect, and properly manage its natural resources.**

Objective CM-2.1: The City shall protect, conserve or enhance coastal wetlands, living marine resources and wildlife habitat.

Policy CM-2.1.1: The City shall limit the specific and cumulative impacts of development and redevelopment which will have adverse effects on wetlands, water quality, wildlife habitat, living marine resources and beach systems by prohibiting these developments unless mitigation actions are specified or by withholding public funds from these projects.

Policy CM-2.1.2: By the year 2021, the City shall restore or enhance disturbed or degraded natural areas for City-owned property including beaches, estuaries, wetlands, shoreline ecosystems, and drainage systems and shall establish programs to mitigate future disruptions or degradations.

Policy CM-2.1.3: The City shall establish standards for new development adjacent to wetlands to reasonably assure that the quality and quantity of their stormwater discharge does not adversely impact the physical and/or ecological features of those habitats.

Policy CM-2.1.4: With respect to acquisition, the City, where feasible, shall protect, conserve, or enhance coastal wetlands, living marine resources and wildlife habitat unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Objective CM-2.2: The City shall maintain and improve estuarine environmental quality.

Policy CM-2.2.1: The City shall coordinate with Escambia County and the City of Century through the existing interlocal agreement to conduct stormwater management plans which will provide recommendations for preventing estuarine pollution, controlling surface water runoff and protecting living marine resources.

Policy CM-2.2.2: The City shall review and contribute to any updates of the Comprehensive Plans in surrounding jurisdictions and other policy plans that would affect implementation of local estuarine protection goals.

Policy CM-2.2.3: With respect to acquisition, the City, where feasible, shall protect, conserve, or enhance estuarine environmental quality unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Policy CM-2.2.4: The City shall work with local organizations, regional, state agencies to establish procedures to protect and increase the water quality near existing shorelines.

Objective CM-2.3: The City shall reasonably assure that impacts of man-made structures on beach systems are minimal.

Policy CM-2.3.1: Construction in the CHHA shall conform to regulations set forth in the Land Development Code for floodplain management.

Objective CM-2.4: The City shall coordinate with the West Florida Historic Preservation, Inc. and other appropriate agencies in the protection, preservation or sensitive reuse of historic resources.

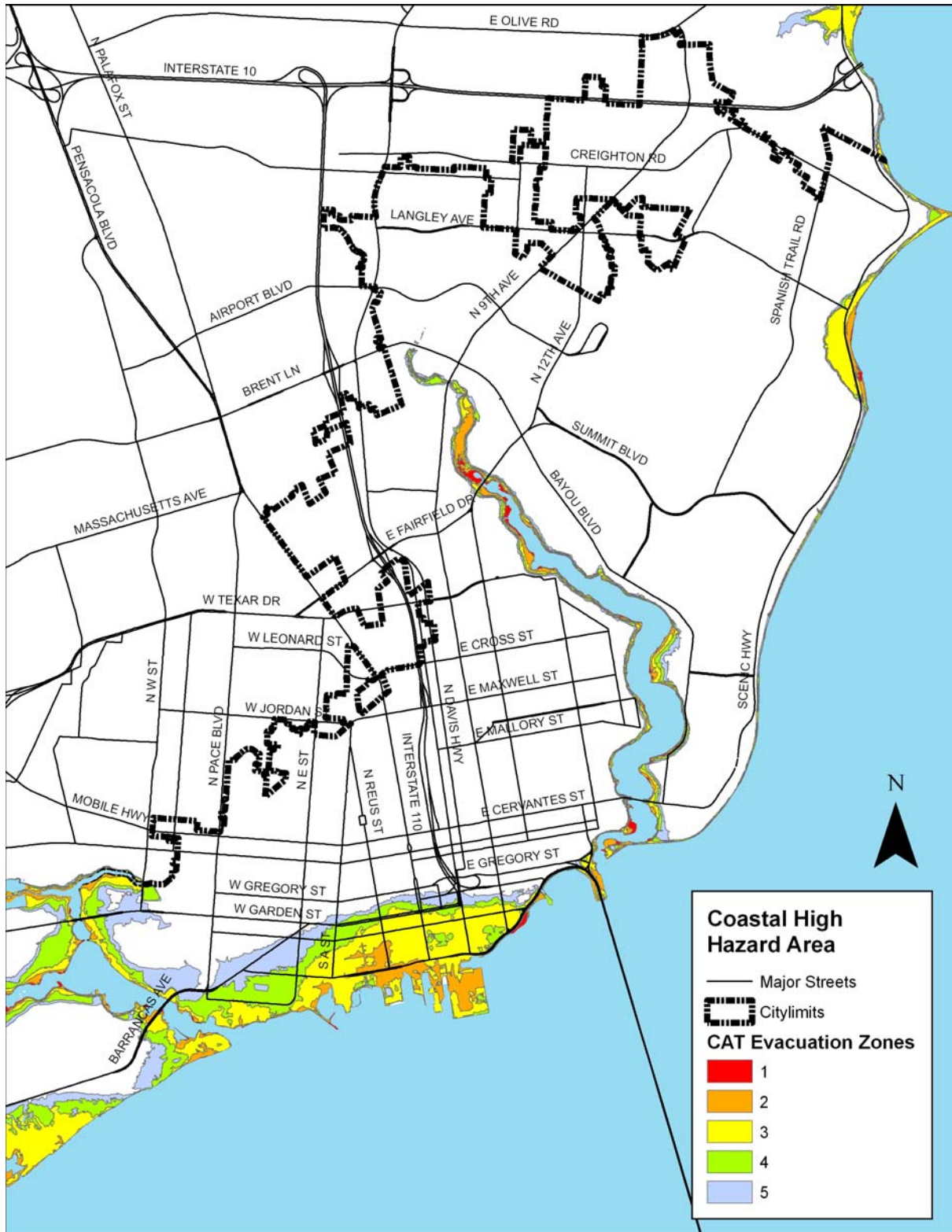
Policy CM-2.4.1: The City shall continue to support the Historic Pensacola Preservation Board in its efforts to identify historic sites and register them with the proper agencies.

Policy CM-2.4.2: Through historic zoning district guidelines and building codes, the City shall continue to establish controls for safe construction practices and for retaining the character of development within the districts.

Objective CM-2.5: The City shall continue to discourage off shore oil and gas drilling in the coastal areas of North Florida, and the City shall continue to demand accountability for clean-up of any leaks or spills of oil or oil products as well as other contaminants and pollutants.

Policy CM-2.5.1: The City shall continue to cooperate with other local and state agencies in opposition to the leasing of coastal area waters for offshore oil and gas drilling through appropriate actions. Further, the City shall cooperate with local, state and federal agencies in the clean-up efforts following the Deepwater Horizon oil spill and any other oil leak or spill as well as other contaminants and pollutants that affect waterways within the city limits.

## City of Pensacola Coastal High Hazard Areas



## CHAPTER 6

### CONSERVATION AND SUSTAINABILITY

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**GOAL C-1: The City of Pensacola will seek to properly manage and protect the environment and its natural resources to the highest level possible.**

Objective C-1.1: The City will work with the appropriate agencies to preserve and protect air quality within the City and the Pensacola Urbanized Area to meet ambient air quality standards as currently required by the Florida Department of Environmental Protection (FDEP).

Policy C-1.1.1: The City shall support and cooperate with Escambia County, FDEP, and FDOT in monitoring air pollution sources in the area.

Policy C-1.1.2: The City shall ensure that new industrial development is located in compatible land use areas where impact on air quality can be monitored and minimized.

Policy C-1.1.3: The City shall reduce automobile emission pollution by:

- a. Improving traffic flow patterns.
- b. Encouraging carpooling, the "ride-share" program, and other mass transit options.
- c. Encouraging buffer vegetation along arterial roadways and residential areas.
- d. Developing bicycle paths and pedestrian walkways within the City to encourage use of "clean" transportation.
- e. Encourage efforts to require compliance with emission standards.

Policy C-1.1.4: The City shall continue to enforce City regulations which prohibit or restrict the practice of open fire burning within the City.

Objective C-1.2: The City shall, through its land development regulations, protect, to the maximum extent feasible, all ecologically significant plant and animal communities identified by the U. S. Fish and Wildlife Service, the Florida Game and Fresh Water Fish Commission and other governmental and non-governmental agencies.

Policy C-1.2.1: The City shall take into consideration endangered or threatened plant and animal species, habitat conditions, occurrences and disturbances, in reviewing development proposals.

Policy C-1.2.2: The City shall require that development proposals upon request include a survey for endangered and threatened plant or animal communities utilizing information provided by the Florida Natural Areas Inventory indicating

that no such plant or animal communities occur or are likely to occur with the goal that no documented endangered or threatened natural vegetative or animal communities are destroyed.

Policy C-1.2.3: In areas where protected resources or unique vegetative communities are anticipated or documented, utilizing data information provided by the Florida Natural Areas Inventory development plans shall include an inventory of these resources and vegetative communities.

Policy C-1.2.4: The Land Development Code shall ensure reasonable protection of indigenous tree species, and where degradation has occurred, restoration shall take place by planting native species.

Policy C-1.2.5: The City shall adopt regulations which require the responsible party to mitigate impacts where degradation of environmentally sensitive areas, as defined in 9J-5.003(41), F.A.C., occurs as a result of development activities (cost to be incurred by the proposed development affecting the environmentally sensitive areas).

Policy C-1.2.6: The City will study the design of low-impact parks at Carpenter Creek and Gaberonne Swamp using native plants and other natural features that will not alter the wildlife values of the park.

Policy C-1.2.7: The City will coordinate efforts to conserve, appropriately use or protect unique vegetative communities located within more than one local jurisdiction with adjacent local governments and public or private agencies, including but not limited to the Florida Department of Environmental Protection, The Florida Fish and Wildlife Conservation Commission, and local chapters of groups such as the Sierra Club and Audubon Society.

Policy C-1.2.8: With respect to acquisition, the City, where feasible, shall protect ecologically significant plant and animal communities unduly threatened by development through establishment of public or private conservation easements or other available means as deemed appropriate.

Objective C-1.3: The City will coordinate with the County and other regional agencies to encourage a greater abundance and diversity of aquatic vegetation and fish species in Bayou Texar, Bayou Chico and Pensacola Bay.

Policy C-1.3.1: Through coordinated efforts with ECUA, the City will encourage alternative methods of gray-water discharge, such as a recycling program, reducing the volume of wastewater discharged into area waters.

Policy C-1.3.2: The Land Development Code will include provisions that require stream bank and shoreline buffer zones adjacent to surface water bodies to enhance filtration of stormwater run-off.

Policy C-1.3.3: The City will permit shoreline development only when such development would not destroy or degrade the estuarine or deepwater environment, provided it meets the following criteria:

1. A plan is in place for mitigation actions in the event that the environment is adversely affected.
2. The economic need and feasibility for the development has been established.

Policy C-1.3.4: The City, in coordination with Escambia County and the ECUA, will implement a public information program to educate residents on the type and use of pesticides that are environmentally safe.

Policy C-1.3.5: The City shall take necessary measures to reduce the quantity and improve the quality of stormwater discharged to area bodies of surface water as follows:

1. Implementation of the Pensacola Bay System S.W.I.M Plan recommendations.
2. Implementation of the Escambia County/City of Pensacola Stormwater Management Plan recommendations.
3. Improvements to the municipal drainage system shall be designed with appropriate water quality control techniques.
4. Continuing maintenance of stormwater systems will be performed in a timely and adequate manner which minimizes adverse environmental impacts.

Policy C- C-1.3.6: The City will encourage further development of artificial reefs to enhance fish populations.

Objective C-1.4: The City shall participate in the development of a hazardous waste management program, in coordination with the State and County, for the proper collection, storage, disposal, and transport of hazardous wastes generated within the City.

Policy C-1.4.1: The City shall continue to respond to all hazardous material incidents in the City in compliance with Title III of the Superfund Amendment and Re-authorization Act of 1986 and the Florida Hazardous Materials Emergency Response and Community Right-to Know Act of 1988.

Policy C-1.4.2: The City, in coordination with Escambia County and the ECUA, shall provide educational material and schedule amnesty days to provide for the

collection of hazardous wastes from City residents and small commercial and industrial hazardous waste generators.

Policy C-1.4.3: The City shall coordinate with County, State, and Federal agencies in the development and compliance of hazardous waste management programs.

Objective C-1.5: The City shall regulate future development on or near floodplain areas to reduce the exposure of human life and property to damage from natural hazards.

Policy C-1.5.1: The City shall establish limits on public expenditures and capital improvement for developments located in Coastal High Hazard Areas (CHHA).

Policy C-1.5.2: The City will actively enforce minimum building standards identified in the adopted Flood Plain Management Ordinance for construction within the 100-year flood plain.

Policy C-1.5.3: The City shall cooperate with the Federal Emergency Management Agency (FEMA) to regularly update the 100-year flood plain and to continue FEMA regulations.

Objective C-1.6: The City shall establish responsibility for the alleviation of the harmful and damaging effects of on-site generated erosion, sedimentation, runoff, and the accumulation of debris on adjacent downhill and/or downstream properties.

Policy C-1.6.1: The City shall require that no person may subdivide or make any change in the use of land or construct or change the size of a structure, except for individual single-family and duplex home construction, without first submitting a stormwater management plan to the City Engineer and obtaining a stormwater management permit from the building official.

Policy C-1.6.2: The City shall require that all land development plans include measures to minimize soil erosion in sensitive soil erosion areas. These plans should utilize native species for landscaping to the maximum extent possible.

Policy C-1.6.3: The City shall review and update its Erosion, Sedimentation, and Runoff Control ordinance as necessary.

Objective C-1.7: The quality of Pensacola's surface and ground waters should meet or exceed the minimum requirements set by the Florida Department of Environmental Protection.

Policy C-1.7.1: The City shall protect all water recharge areas within the City through enforcement of the Land Development Code, and periodic review and



amendment of these regulations, as necessary, to strengthen the overall protection of water recharge areas including but not limited to the following:

1. Open space requirements;
2. Amount of impervious surfaces permitted in critical water recharge areas;
3. Stormwater management;
4. Erosion control;
5. Landscaping and vegetation protection.

Policy C-1.7.2: The City shall utilize maps contained in the *Wellhead Protection Area Delineation in Southern Escambia County, Florida, Water Resources Special Report 97-4, December 1997*, prepared by the Northwest Florida Water Management District, as may be amended, and included by reference, to identify wellhead protection areas around existing water wells and shall continue to cooperate with the Escambia County Utilities Authority in reviewing land use regulations within these areas.

Policy C-1.7.3: The City shall continue to coordinate its efforts with those of federal and State agencies to complete the clean-up of hazardous waste sites and abandoned dump areas to protect the groundwater from leaching.

Policy C-1.7.4: The City shall regulate, minimize or prohibit development which can be expected to cause or increase salt-water intrusion, interfere with water use rights, or pollute or damage ecosystems within the City.

Policy C-1.7.5: The City shall coordinate with the NFWFMD to prohibit the extraction of water where use exceeds the available recharge, or in areas of concern near utility wells "cones of influence".

Policy C-1.7.6: The City will continue to coordinate with the ECUA and the Escambia County Health Department to identify the location of individual septic tanks in the City for the purpose of discontinuing septic tank use and requiring future utilization of the sewer collection system.

Objective C-1.8: The City shall encourage the conservation of fresh groundwater and the reuse of existing water supplies.

Policy C-1.8.1: The City shall encourage the development of building codes that provide for the installation of water saving devices in new construction and renovation projects.

Policy C-1.8.2: The City will coordinate with ECUA to investigate the feasibility of establishing a graywater system throughout the City for irrigation and other suitable purposes.

Policy C-1.8.3: To reduce the quantity of potable water used for irrigation, the Land Development Code will include provisions encouraging the use of native vegetation for all development or redevelopment activities, whenever feasible.

Policy C-1.8.4: New development shall not be permitted unless a continual source of potable and/or non-potable water is available to meet the projected needs of the population.

Policy C-1.8.5: The City of Pensacola shall support the water management plans and water shortage plans of the Northwest Florida Water Management District through cooperation with ECUA and through enforcement of water conservation provisions.

Objective C-1.9: The City shall identify and cooperate in the protection of all endangered or threatened species by including appropriate regulations within the Land Development Code.

Policy C-1.9.1: The City shall use a current and complete inventory, prepared by other reliable sources, which includes endangered or threatened plant and animal species, habitat conditions, occurrences and disturbances, in reviewing development proposals.

Policy C-1.9.2: The City shall include regulations within the Land Development Code that prohibits any development that would destroy the habitat of endangered or threatened species, when the habitats has been identified and documented.

Objective C-1.10: The City's wetlands shall be conserved and protected, to the greatest extent feasible, from any adverse physical or hydrological alteration without proper mitigation.

Policy C-1.10.1: The City shall require review and approval of dredge and fill permits by the Florida Department of Environmental Regulation for wetlands within its jurisdiction.

Policy C-1.10.2: Where alteration of wetlands is necessary in order to allow for reasonable use of property, then the restoration of disturbed wetlands shall be provided for or additional wetland areas will be created to replace the area that was destroyed.

Policy C-1.10.3: The City shall designate the Gaberonne Swamp area owned by the City as an environmentally sensitive area to be used only for purposes of low-intensity recreation activities, with construction activities limited to those which will not disturb the natural environment pursuant to FAA approval.

Objective C-1.11: The City shall, as feasible, establish and implement a systematic plan for reforesting its urban fabric that optimizes the resources available in the City Tree Planting Trust Fund.

Policy C-1.11.1: The plan should contain an audit and condition analysis of protected trees existing on public properties, and prioritized replanting plan in roadway rights of way between specific intersections on specific roadways.

Policy C-1.11.2: The plan shall coordinate with regulations in the Land Development Code to produce aesthetic uniformity along roadways and biodiversity throughout the total urban forest, promotion of minimum tree spacing, and planting and maintenance specifications should prescribe best practices to optimized tree life.

**GOAL C-2: The City of Pensacola will seek to promote sustainable development which meets the needs of the present without compromising the ability to meet the needs of the future through the protection of the natural environment.**

Objective C-2.1: The City will encourage green site development in which the design, construction, and operation promote the preservation of resources and environmentally sensitive construction practices, systems and materials.

Policy C-2.1.1: The City shall promote and encourage the construction of buildings with design by recognized environmental rating agencies including the Florida Green Building Coalition, the National Home Builder Association and the U.S. Green Building Council.

Policy C-2.1.2: The City shall establish land use regulations that provide incentives for the construction of LEED certified buildings.

Policy C-2.1.3: The City shall continue to promote, through its Land Development Code regulations, the use of Florida landscape materials that promote water conservation and the principals of Xeriscape.

## CHAPTER 7

### RECREATION AND OPEN SPACE

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#### **GOAL R-1: The City of Pensacola shall ensure that all Pensacola residents have access to a wide range of recreational facilities and City Parks.**

Objective R-1.1: The City will acquire, develop and maintain parks and recreational facilities to meet the needs of the city's current and projected population.

Policy R-1.1.1: The City will adopt a recreational level of service of .5 acres/1000 persons for mini-parks (at a 1/4 mile radius); 2 acres/1000 persons for neighborhood parks (at a 1/2 mile radius); 1.5 acres per 1,000 persons for community parks (city-wide radius); and, 1 acre per 1,000 persons for open space (citywide radius). Activity based level of service standards shall be adopted as follows:

Swimming Pools	1 pool/25,000 population
Tennis Courts	1 court/2,000 population
Basketball Courts	1 court/5,000 population
Baseball/Softball Fields	1 field/3,000 population
Football/Soccer/Rugby Fields	1 field/4,000 population
Golf Course (9-hole)	1 course/25,000 population
Golf Course (18-hole)	1 course/50,000 population

Policy R-1.1.2: The City will acquire and/or develop recreation sites and correct or improve existing deficiencies consistent with the Capital Improvements Element as follows:

- ❖ Baars Park- develop neighborhood park.
- ❖ Acquire land near Legion Field
- ❖ Acquire land near Sanders Beach-Corinne Jones Center.
- ❖ Acquire property or implement interlocal agreement for Dory Miller Park.
- ❖ Acquire land or implement interlocal agreement for ball fields near "T" and "W" Streets.
- ❖ Coordinate Master Plan for Hollice Williams Park with CRA.
- ❖ Construct Community Center in Service Area 8.
- ❖ Develop Community Aquatic Center.
- ❖ Develop Mallory Heights Park III.

Policy R-1.1.3: The City will periodically review demographic changes within Pensacola and conduct needs assessment survey for each park service area to determine necessary equipment and services for City parks and recreational facilities.

Policy R-1.1.4: The City will reduce maintenance cost of parks and recreational facilities by using native plants for landscaping in appropriate areas.

Policy R-1.1.5: Where feasible, the City shall provide additional recreation and open space opportunities including, but not limited to, sites/facilities required to meet LOS standards, and/or sites that would further objectives to protect natural environments, through establishment of public or private conservation easements, or through other available means as deemed appropriate.

Policy R-1.1.6: Where feasible in the redevelopment of existing recreation and open space sites or development of new sites, the City shall provide facilities for outdoor recreation activities, including, but not limited to, nature trails or boardwalks, interpretive displays, wildlife observation areas, or picnic areas, if applicable.

Policy R-1.1.7: The City shall identify and prioritize for acquisition, properties that provide for open space amenities, especially if they are located within the urban core or provide access to scenic vistas or waterways.

Policy R-1.1.8: The City shall manage natural areas and waterfront open spaces appropriate for the resources that are contained within, or are being protected by such lands. At a minimum, this shall include removal of non-native and invasive vegetation.

Policy: R-1.1.9: The City shall strive to maintain the quality and availability of recreational facilities for residents throughout the City.

Policy: R-1.1.10: The City shall strive to ensure the quality of the recreational equipment will be provided equally to all recreational facilities in the City.

Objective R-1.2: The City will continue to analyze and improve accessibility of recreational facilities and natural resources.

Policy R-1.2.1: The City will encourage the Pensacola Transportation Planning Organization (TPO) to conduct a study of roadways adjacent to park and recreational facilities and develop a plan for a coordinated system of bicycle lanes and sidewalks/paths linking residential areas with these facilities. This system will be coordinated with plans for existing or proposed state or federal scenic highway corridors and/or greenway trail systems.

Policy R-1.2.2: The City will coordinate with Escambia County Transit System to reasonably assure, when feasible, provision of service to major recreational facilities.

Policy R-1.2.3: The City will maintain existing public access to the greatest extent possible, and if deemed feasible will increase opportunities for public

access to the shoreline through establishment of public or private conservation easements or through other available means as deemed appropriate. Private property rights will be protected in providing additional public access to the shoreline.

Objective R-1.3: The City shall coordinate public and private resources to meet development and maintenance needs for recreation by execution of existing interlocal agreements with public agencies and by assistance to private resources through technical help or through co-sponsorship of activities.

Policy R-1.3.1: The City shall continue to contribute funding to the Pensacola-Escambia Clean Community Commission for the community education program they coordinate with Escambia County School Board about littering and misuse of recreational facilities and for their monitoring of the "Adopt-A-Park" program which coordinates private resources to maintain City parks and rights-of-way.

Policy R-1.3.2: The City shall continue the interlocal agreement for coordination between the City and the Escambia County School Board in the provision and maintenance of shared recreational facilities.

Policy R-1.3.3: The City shall continue to cosponsor recreational programs and events, such as the baseball/softball program and other athletic events, races and festivals, using City facilities and maintenance.

Objective R-1.4: Open space areas, which are accessible to the public for low-intensity use shall be provided through implementation of the open space requirements of the Land Development Code.

Policy R-1.4.1: The City will designate corridor open space areas for new roadways and for reconstruction of existing roadways wherever adequate rights-of-way exist.

Policy R-1.4.2: The City will accept or acquire easements and/or right-of-ways for portions of Gaberonne Swamp and Carpenter Creek from the end of Ellyson Drive north to Bayou Boulevard to protect these areas in their natural state by designating them as conservation districts.

Policy R-1.4.3: The City shall maintain open space areas by implementing Title 12 of the Land Development Code, specifically Chapter 12-2 (zoning district setback requirements) and Chapter 12-8 (subdivision regulations which require a donation of 5% of land for open space or recreation).

Policy R-1.4.4: Open space definitions and standards as described in the Recreation and Open Space Chapter of the Comprehensive Plan will be included in the City of Pensacola Land Development Code.

**GOAL R-2: The City shall continue encourage greater usage of recreational facilities and open spaces.**

Objective R-2.1: The City will pursue efforts to promote interconnectivity with existing recreational facilities and open spaces.

Policy: R-2.1.1: The City will review existing park locations to determine when interconnections could be established that would promote greater use.

Objective R-2.2: The City will pursue efforts to promote interconnectivity with Escambia County recreational facilities and open space with City resources.

Policy R-2.2.2: The City will coordinate with Escambia County to promote the concept of interconnecting County recreational facilities and City recreational facilities to be used by residents.





## CHAPTER 8

### INTERGOVERNMENTAL COORDINATION

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**GOAL IC-1: The City of Pensacola shall foster and encourage intergovernmental coordination with Escambia County, other adjacent local governments, and local, regional, State and Federal agencies.**

Objective IC-1.1: The City will prepare or update existing interlocal agreements with appropriate governmental entities in Escambia County to provide continued intergovernmental coordination.

Policy IC-1.1.1: The City will continue to review all existing interlocal agreements to evaluate their effectiveness and to assure that any new requirements from the Comprehensive Plan will be addressed in the agreement.

Policy IC-1.1.2: The City will prepare interlocal agreements with Escambia County and/or the ECUA to assure coordination regarding infrastructure development which affects both the City and the County.

Policy IC-1.1.3: The City will prepare an interlocal agreement with the District School Board in order to assure collaborative planning of educational facilities and infrastructure development.

Policy IC-1.1.4: The City will coordinate with the Pensacola State College and the University of West Florida in order to assure collaborative planning of infrastructure development.

Policy IC-1.1.5: The City will continue to promote compatibility with local military service.

Objective IC-1.2: The City will participate in and develop new committees or informal coordination mechanisms which will further intergovernmental coordination.

Policy IC-1.2.1: The City will assist in the development and participate in a joint City/County/ECUA coordinating committee to review future development plans with the ECUA facilities capacities.

Policy IC-1.2.2: The City will continue to participate in existing intergovernmental coordination committees (i.e., Transportation Planning Organization, Bay Area Resource Council, Chamber of Commerce) and expand some of the functions of these committees to address problem areas identified in the Comprehensive Plan.

Policy IC-1.2.3: The City shall establish a regular exchange of City Planning Board agendas and Escambia County Planning Board agendas for the purpose of providing information to each entity regarding certain issues with potential intergovernmental impacts.

Policy IC-1.2.4: The City will coordinate with Escambia County to identify potential adverse effects of development decisions made within a one-half (1/2) mile on either side of the City limits.

Policy IC-1.2.5: The City of Pensacola shall routinely review and coordinate the level of service standards with the WFRPC, TPO, DCA, DEP, FDOT and all other appropriate State, regional and local agencies in the development of each element of the Comprehensive Plan.

Policy IC-1.2.6: The City shall continue to coordinate with the WFRPC and other appropriate agencies to ensure that the impacts of development proposed in the City's plan are coordinated with adjacent local governments (i.e., expansion of marinas, airport, ports, bridges and new roads).

Policy IC-1.2.7: The City shall continue to coordinate with the School District to insure that the School Board has an opportunity to review and comment on the effect of proposed residential development, the effect of comprehensive plan amendments and rezonings on the public school facilities plan.

Objective IC-1.3: The City will continue to enforce LOS standards with Escambia County, the ECUA, and the FDOT, and to coordinate with the District School Board facilities work program.

Policy IC-1.3.1: The City will continue to annually review enforce adopted LOS standards and coordinate with the ECUA in planning for future growth.

Policy IC-1.3.2: The City will continue to enforce adopted roadway LOS standards with Escambia County and FDOT, which are consistent, particularly where roadways pass through jurisdictional boundaries.

Policy IC-1.3.3: The City will coordinate with the District School Board facilities work program, which is used to plan for future growth.

Policy IC-1.3.4: The City will coordinate population estimates and projections with the School Board at a minimum of once each year as part of the review of the DSB facilities work program (5-year plan).

Policy IC-1.3.5: In order to coordinate the effective and efficient provision and siting of educational facilities with associated infrastructure and services within the City, representative of the City and the School Board will meet by June 2000

to develop mechanisms for coordination of educational facilities planning. The City will amend the Plan by January 2001 to incorporate the coordination mechanisms developed.

Objective IC-1.4: The City shall ensure that the impacts of development proposed in the City's Comprehensive Plan are coordinated with adjacent municipalities, Escambia County, WFRPC, the State of Florida, the TPO and other appropriate agencies.

Policy IC-1.4.1: The City will coordinate comprehensive planning with local governmental agencies including the School Board, the WFRPC, the Northwest Florida Water Management District, etc. for all developments that will have a significant impact on the region.

Policy IC-1.4.2: The City will participate in the update of the *West Florida Strategic Regional Policy Plan*.

Policy IC-1.4.3: In order to coordinate the management of environmental systems that fall under the jurisdiction of more than one local government, the City shall:

- \* Monitor and evaluate updates to the *Escambia/Santa Rosa Coastal Resource Management Plan*.
- \* Participate in the Florida-Alabama TPO.
- \* Participate in the formulation of, and coordinate in the implementation of, the *Pensacola Bay System S.W.I.M. Plan* and the *Escambia County/City of Pensacola Stormwater Management Plan*.

Objective IC-1.5: The City will provide for formal or informal conflict resolution mechanisms when necessary to deal with issues of intergovernmental coordination.

Policy IC-1.5.1: The City will utilize the services of the West Florida Regional Planning Council for informal conflict mediation where appropriate.

Policy IC-1.5.2: The City will provide for joint meetings of the City Council and the County Commission to resolve issues relating to intergovernmental coordination

Objective IC-1.6: The City of Pensacola shall periodically sponsor workshops with the Escambia County School District, other units of local government, and the ECUA to discuss future expansion plans and identify any proposed land use or facility impacts.

Policy IC-1.6.1: The City of Pensacola shall annually review the master plans of the Escambia County School District, other units of local government, the WFRPC, the State, and the ECUA in the comprehensive planning process and shall advise the respective bodies concerning inconsistencies.

Objective IC-1.7: The City shall comply with Florida laws for review of annexation requests and for resolving annexation issues.

Policy IC-1.7.1: City and County staff will exchange and review data regarding levels of service and land use for areas that are being considered for annexation.

Policy IC-1.7.2: The City will consider conducting an opinion survey of any area(s) being considered for annexation to determine the feasibility of conducting a referendum prior to initiating an annexation action.

Policy IC-1.7.3: The City will coordinate with State legislators in addressing State laws concerning annexation.

**GOAL IC-2: The City of Pensacola shall coordinate and plan with the Escambia County District School Board for the provision of adequate and readily accessible educational sites and the timely construction of school facilities.**

Objective IC-2.1: The City will cooperate with the School District in siting individual facilities in an orderly and timely manner that is responsive to alleviating overcrowding, providing special facilities, and meeting the demands of new development through, but not limited to, the following policies.

Policy IC-2.1.1: The City Planning Department will coordinate with the School District staff in the siting of school facilities throughout the City so that their location is consistent with and, to the degree possible, will further the Goals, Objectives, and Policies of the Comprehensive Plan.

Policy IC-2.1.2: The City will evaluate the ability for the co-location of public parks, public library facilities, or other public facilities as appropriate, when school sites are chosen and the development plans prepared. The technical inter-relationships of the Capital Improvements Programs will in part, identify co-location/joint use opportunities.

Objective IC-2.2: The City will provide the School District an opportunity for coordinated, on-going review of the impacts of development.

Policy IC-2.2.1: The City will inform the School District of proposed amendments to the Future Land Use Map of the City.

Policy IC-2.2.2: The City will request that the School District, prior to final consideration by the School Board, formally contact the City regarding any existing school in the City that is being considered for closure, capacity change,

or programmatic change, so that the City can assess the impact of the school closure upon the community and provide formal comments if desired.

## CHAPTER 9

### CAPITAL IMPROVEMENTS

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**GOAL CI-1: The City shall utilize development standards which will effectively maximize facilities and will provide for new facilities as growth occurs in a manner consistent with the City's Future Land Use element.**

Objective CI-1.1: The City shall utilize the capital improvements element to correct existing deficiencies within the framework of the 5-year Schedule of Improvements; to accommodate desired future growth; and to replace worn-out or obsolete facilities.

Policy CI-1.1.1: The Capital Improvements Element shall include only those facility types explicitly required in Chapter J-5, FAC, which are Sanitary Sewer, Solid Waste, Drainage, Potable Water, Transportation and Parks and Recreation.

Policy CI-1.1.2: All existing deficiencies defined in the CIE shall be evaluated and necessary facilities upgraded and/or replaced utilizing the follow method for prioritizing the year the projects will be implemented:

- \* Highest priority will be given to projects which directly affect the health and safety of the public.
- \* Second priority will be given to those projects, which would be more cost-effectively undertaken with other facilities under the 5-year Schedule of Improvements.

Policy CI-1.1.3: The Capital Improvement Element's 5-year Schedule of Improvements will be included in the City's Capital Improvement Program and will have priority over any other City capital needs.

Policy CI-1.1.4: Proposed capital improvements projects shall be evaluated based on their direct relationship to the Comprehensive Plan Elements and shall include consideration of:

1. The elimination of existing capacity deficiency;
2. The elimination of public hazards;
3. The project's financial feasibility and impact on the local budget;
4. The project's ability to increase the efficiency of use of existing facilities, prevent or reduce future improvement cost, provide service to developed areas lacking full service, or promote infill development; and,
5. Plans of state agencies and water management districts that provide public facilities within the City.

Policy CI-1.1.5: The City Manager, Director of Finance, Community Design & Planning Director, Engineering Department Director, Leisure Services Director, Public Services & Sanitation Director, and the Port Director will serve as the internal review group for the purpose of evaluating and ranking in order of priority projects proposed for inclusion in the 5-year Schedule of Improvements. Other appropriate City officials may, from time to time, be requested to serve on the committee or provide assistance to the committee as circumstances and issues require.

Objective CI-1.2: Infrastructure improvement costs required due to increased use of existing facilities by future development will be proportionately shared by the City and the developer in order to maintain adopted LOS standards taking into account the costs associated with adequately documenting the degree to which future development is responsible for causing such improvements.

Policy CI-1.2.1: The City will implement a stormwater utility fee, if necessary, to assess costs for future drainage improvements and continue to utilize local funding and State and federal grants to adequately maintain adopted LOS standards for drainage. In addition, the City will continue to utilize local optional gas tax to fund local roadway improvements for the purpose of maintaining adopted LOS standards. The City will pursue new revenue sources and methods to fund local roadway and drainage projects.

Policy CI-1.2.2: The City shall continue to implement its program for mandatory dedications or fees in lieu of as a condition of plat approval for the provision of recreation and open space.

Objective CI-1.3: The City shall coordinate its land development process and fiscal resources with its adopted Capital Improvements schedule to ensure all development orders and building permits for future development and redevelopment will only be issued if adopted level of service standards for public facilities are maintained.

Policy CI-1.3.1: All development orders and building permits for future development and redevelopment activities shall be issued by the City only if public facilities necessary to meet the following adopted level of service standards are available concurrent with the impacts of the development.

- \* Sanitary Sewer - 100 gallons per capita per day average flow.
- \* Solid Waste - 4.52 pounds per capita per day.
- \* Drainage - LOS A - tolerates street flooding to a depth of 3 inches or less in the gutters when the rest of the pavement is passable, and allows open or green space flooding of up to 12" as long as there is no threat to public health or safety, or permanent impediment to the intended use of the property; LOS B - tolerates flooding of

entire street surface up to 4"; LOS C - tolerates structure flooding; based on the following design criteria:

In existing developments adequate drainage capacity to accommodate run-off associated with a 3-year, 12-hour design storm for collection systems.

In new developments adequate drainage capacity to accommodate a 25-year, 12-hour design storm for collection systems and for retention and detention ponds. As a minimum the first 1/2" of runoff must be retained on the site of the development. At the discretion of the City Engineer, retention standards may be increased beyond the 1/2" minimum standards on a site-specific basis.

- \* Potable Water - 118 gallons per capita per day (gpcd) for Zone 1, 146 gpcd for Zone 2.

*	Roadway Type	LOS (Peak hour)
	State Roadways	
	Intrastate	C
	Other State Roads	E
	Roads Within the TCEA	Exempt
	Local Collector Roads	E
	Other Local Roads	C

- \* Recreation Standards  
Acreage - .5 acres/1000 persons for mini parks (1/4 mile radius); 2 acres/1000 persons for neighborhood parks (1/2 mile radius); 1.5 acres/1000 persons for community parks (citywide radius), and; 1 acre/1,000 persons for open space (citywide radius).

Swimming Pool	1 pool/25,000 persons
Tennis Court	1 court/2,000 "
Basketball Court	1 court/5,000 "
Baseball/Softball Field	1 field/3,000 "
Football/Soccer/Rugby Field	1 field/4,000 "
Golf Course	1-9-hole course/25,000
Golf Course	1-18-hole course/50,000

Policy CI-1.3.2: The City will not issue development orders unless public facilities that meet adopted LOS standards are available or meet the requirements of the City's adopted Concurrency Management System.



Policy CI-1.3.3: The City shall make provision for the availability of public facilities to serve developments for which development orders were issued prior to the adoption of the Comprehensive Plan.

Policy CI-1.3.4: The City shall track all de minimis impact of development for annual submittal of the CIE through the established concurrency management system.

Objective CI-1.4: The City shall utilize all funding resources and mechanisms which are necessary for capital improvements.

Policy CI-1.4.1: The City shall study the feasibility of implementing as many local funding mechanisms as possible for capital improvements.

Objective CI-1.5: The City shall follow the 5-year Schedule of Improvements (as amended from time to time) as set forth in the Capital Improvements Element (CIE) except in the instance of unforeseen natural disasters or cut-backs in funding sources, either of which could change funding or expenditure priorities.

Policy CI-1.5.1: The City shall review the CIE on an annual basis to ensure that the required fiscal resources are available to provide public facilities to support adopted LOS standards.

Policy CI-1.5.2: The City shall adopt a monitoring and evaluation program for the review of the CIE.

Objective CI-1.6: Proposed expenditure of public funds that subsidize or enable land development in Coastal High Hazard Areas shall be limited to those projects identified in the Coastal Management Chapter.

Policy CI-1.6.1: The use of City funds for shoreline development in the CHHA will be based on the following priorities:

- A. Water dependent uses
- B. Water related recreation
- C. Residential
- D. Commercial

Objective CI-1.7: The City shall adopt its CIE at the same time that it adopts its Annual Operating Budget. The CIE shall include those projects necessary to maintain the adopted level of service standards set forth in Policy 1.3.1.

Policy CI-1.7.1: The ratio of general government debt service expenditures to general government total expenditures shall not exceed 15 percent (as measured by either the most recent comprehensive annual financial report or the adopted

current year budget) except when a proposed borrowing is necessitated to finance reconstruction following emergencies (such as a hurricane or natural disaster).

CAPITAL IMPROVEMENTS FY 2011 - FY 2015																	
(S) Source																	
	2011			2012			2013			2014			2015			TOTAL PROJECTS	CITY'S SHARE
PROJECT	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE	COST	CITY'S SHARE	OTHER SHARE		
<b>PORT</b>																	
Maintenance Dredging	640,000	320,000 (1) Port	320,000 (2) FSTED													640,000	320,000
Port Intermodal Rail Enhancements	2,750,000	0	2,750,000 (18) TIGER II													2,750,000	0
America's Marine Highways Terminal & Facilities Development, Phase I				900,000	225,000 TBD	675,000 (16) MARAD	900,000	225,000 TBD	675,000 (16) MARAD							1,800,000	450,000
America's Marine Highways Terminal & Facilities Development, Phase II										450,000	112,500 TBD	337,500 (16) MARAD	450,000	112,500 TBD	337,500 (16) MARAD	900,000	225,000
Dockside Utility Improvements	150,000	75,000 (1) Port	75,000 (2) FSTED													150,000	75,000
On-dock Rail Switch Repairs	60,000	60,000 (1) Port	0													60,000	60,000
Entrance Gate Relocation and Improvements	250,000	50,000 (1) Port	200,000 (3) TSA													250,000	50,000
Intermodal Rail Replacement				1,000,000	0	1,000,000 (18) TIGER II	1,000,000	0	1,000,000 (18) TIGER II							2,000,000	0
Dock & Wharf Apron Strengthening (Berth 6 Rehabilitation)				1,100,000	0	1,100,000 (18) TIGER II	1,100,000	0	1,100,000 (18) TIGER II							2,200,000	0
Berth 6 Fender System Replacement							1,000,000	0	1,000,000 (18) TIGER II							1,000,000	0
<b>Port Total</b>	<b>3,850,000</b>	<b>505,000</b>	<b>3,345,000</b>	<b>3,000,000</b>	<b>225,000</b>	<b>2,775,000</b>	<b>4,000,000</b>	<b>225,000</b>	<b>3,775,000</b>	<b>450,000</b>	<b>112,500</b>	<b>337,500</b>	<b>450,000</b>	<b>112,500</b>	<b>337,500</b>	<b>11,750,000</b>	<b>1,180,000</b>
<b>STORMWATER PROJECTS</b>																	
Davis Highway at Valley Drive							309,700	309,700 (5) SWCP		255,000	255,000 (5) SWCP					564,700	564,700
Sanders Beach Storm Sewer Reconstruction										370,000	370,000 (5) SWCP		500,000	500,000 (5) SWCP		870,000	870,000
Gaberonne Swamp Stormwater Enhancements				200,000	200,000 (5) SWCP											200,000	200,000
Land Acquisition Retention Pond Sites										35,000	35,000 (5) SWCP		300,000	300,000 (5) SWCP		335,000	335,000
Baywoods Gulley Stormwater Enhancements				200,000	200,000		295,300	295,300 (5) SWCP								495,300	495,300
Carpenters Creek at Brent Lane				370,000	370,000 (5) SWCP		200,000	200,000 (5) SWCP								570,000	570,000
"L" and Zarragossa Street Drainage Improvements				340,000	340,000 (5) SWCP		104,200	104,200 (5) SWCP								444,200	444,200
12th Avenue at Carpenter's Creek	20,000	20,000 (5) SWCP		250,000	250,000 (5) SWCP		180,800	180,800 (5) SWCP								450,800	450,800
Bayou Chico Stormwater Outfall Retrofits	500,000	500,000 (5) SWCP		300,000	300,000 (5) SWCP											800,000	800,000
Birmam Woods S/D Discharge at Bayou Texar	340,000	340,000 (5) SWCP														340,000	340,000
Scenic Heights Discharge (Langley into Escambia Bay)										500,000	500,000 (5) SWCP		500,000	500,000 (5) SWCP		1,000,000	1,000,000

Bayou Blvd at Tyler Discharge													360,000	360,000		360,000	360,000
Stormwater Vaults Citywide	14,200	14,200 (5) SWCP		250,000	250,000 (5) SWCP		250,000	250,000 (5) SWCP		250,000	250,000 (5) SWCP		250,000	250,000 (5) SWCP		1,014,200	1,014,200
DeSoto Street @ Bayou Texar (Western Shore)							450,000	450,000 (5) SWCP								450,000	450,000
Stormwater Capital Maintenance	162,600	162,600 (5) SWCP		326,800	326,800 (5) SWCP		326,800	326,800 (5) SWCP		326,800	326,800 (5) SWCP		326,800	326,800 (5) SWCP		1,469,800	1,469,800
Northmoor Court @ Carpenter's Creek							120,000	120,000 (5) SWCP		500,000	500,000 (5) SWCP					620,000	620,000
Admiral Mason Park	800,000	800,000 (5) SWCP														800,000	800,000
<b>Stormwater Total</b>	<b>1,836,800</b>	<b>1,836,800</b>	<b>0</b>	<b>2,236,800</b>	<b>2,236,800</b>	<b>0</b>	<b>2,236,800</b>	<b>2,236,800</b>	<b>0</b>	<b>2,236,800</b>	<b>2,236,800</b>	<b>0</b>	<b>2,236,800</b>	<b>2,236,800</b>	<b>0</b>	<b>10,784,000</b>	<b>10,784,000</b>
<b>TRANSPORTATION</b>																	
Street Rehabilitation (Formerly Street Resurfacing)	853,400	853,400 (6) LOGT		853,400	853,400 (6) LOGT		853,400	853,400 (6) LOGT		853,400	853,400 (6) LOGT		853,400	853,400 (6) LOGT		4,267,000	4,267,000
Street Reconstruction	521,900	521,900 (6) LOGT		521,900	521,900 (6) LOGT		521,900	521,900 (6) LOGT		521,900	521,900 (6) LOGT		521,900	521,900 (6) LOGT		2,609,500	2,609,500
Intersection/Traffic Improvements	118,300	118,300 (6) LOGT		118,300	118,300 (6) LOGT		118,300	118,300 (6) LOGT		118,300	118,300 (6) LOGT		118,300	118,300 (6) LOGT		591,500	591,500
<b>Transportation Total</b>	<b>1,493,600</b>	<b>1,493,600</b>	<b>0</b>	<b>1,493,600</b>	<b>1,493,600</b>	<b>0</b>	<b>1,493,600</b>	<b>1,493,600</b>	<b>0</b>	<b>1,493,600</b>	<b>1,493,600</b>	<b>0</b>	<b>1,493,600</b>	<b>1,493,600</b>	<b>0</b>	<b>7,468,000</b>	<b>7,468,000</b>
<b>AIRPORT</b>																	
<b>2011</b>																	
Install Pedestrian Sidewalks and Bike Path - GA	600,000	300,000 (7) CIA (9) PFC	300,000 (8) FDOT													600,000	300,000
Parking Garage Expansion	30,000,000	0	30,000,000 (17)													30,000,000	0
Relocate Fuel Farm Phase I	200,000	10,000 (7) CIA (9) PFC	190,000 (11) FAA													200,000	10,000
Landside Access Road Improvements	250,000	12,500 (7) CIA (9) PFC	237,500 (11) FAA													250,000	12,500
Areawide Wayfinding Signage	400,000	400,000 (7) CIA (9) PFC														400,000	400,000
Acquisition of Army Reserve Center and Construction of Parking Lot	6,900,000	5,150,000 (7) CIA (9) PFC	1,750,000 (8) FDOT													6,900,000	5,150,000
Acquire Land - Commerce Park Phase I	1,333,400	333,400 (7) CIA (9) PFC	1,000,000 (8) FDOT													1,333,400	333,400
Apron Joint Seal Replacement and Line Removal	600,000	30,000 (7) CIA (9) PFC	570,000 (11) FAA													600,000	30,000
Expand GA Apron - Design	351,000	17,550 (7) CIA (9) PFC	333,450 (11) FAA													351,000	17,550
Additional GA Ramp - Design	400,000	20,000 (7) CIA (9) PFC	380,000 (11) FAA													400,000	20,000
Landside Signage Improvements Phase I	400,000	20,000 (7) CIA (9) PFC	380,000 (11) FAA													400,000	20,000
Master Plan Update	1,200,000	60,000 (7) CIA (9) PFC	1,140,000 (11) FAA													1,200,000	60,000
Terminal Roadway Improvements Phase 1	1,900,000	95,000 (7) CIA (9) PFC	1,805,000 (11) FAA													1,900,000	95,000

<b>2012</b>																		
Pave Interior Perimeter Road				489,500	24,500	465,000										489,500	24,500	
					(7) CIA (9) PFC	(11) FAA												
Acquire Land - Commerce Park Phase I				1,333,333	333,333	1,000,000										1,333,333	333,333	
					(7) CIA (9) PFC	(8) FDOT												
Improvements to Retention Pit - Design				900,000	45,000	855,000										900,000	45,000	
					(7) CIA (9) PFC	(11) FAA												
Relocate Fuel Farm Phase II				900,000	45,000	855,000										900,000	45,000	
					(7) CIA (9) PFC	(11) FAA												
Environmental Assessment for ILS at R/W 35				250,000	12,500	237,500										250,000	12,500	
					(7) CIA (9) PFC	(11) FAA												
Airfield Pavement and Lighting Rehab - Design				150,000	7,500	142,500										150,000	7,500	
					(7) CIA (9) PFC	(11) FAA												
<b>2013</b>																		
Acquire Land - Commerce Park Phase I							1,333,400	333,400	1,000,000							1,333,400	333,400	
								(7) CIA (9) PFC	(8) FDOT									
New ARFF Vehicle (fire rescue)							700,000	35,000	665,000							700,000	35,000	
								(7) CIA (9) PFC	(11) FAA									
Construct Hold Pads							1,210,000	60,500	1,149,500							1,210,000	60,500	
								(7) CIA (9) PFC	(11) FAA									
Replace Perimeter Fence							900,000	45,000	855,000							900,000	45,000	
								(7) CIA (9) PFC	(11) FAA									
Remove Old TRACON Building							1,000,000	50,000	950,000							1,000,000	50,000	
								(7) CIA (9) PFC	(11) FAA									
<b>2014</b>																		
Acquire Land - Commerce Park Phase II										2,000,000	500,000	1,500,000				2,000,000	500,000	
											(7) CIA (9) PFC	(8) FDOT						
New ARFF Vehicle										700,000	35,000	665,000				700,000	35,000	
											(7) CIA (9) PFC	(11) FAA						
Additional GA Ramp - Construction										3,000,000	150,000	2,850,000				3,000,000	150,000	
											(7) CIA (9) PFC	(11) FAA						
EA/EIS for GA R/W 17L/35R										229,000	11,450	217,550				229,000	11,450	
											(7) CIA (9) PFC	(11) FAA						
Strengthen SW Ramp - Design										200,000	10,000	190,000				200,000	10,000	
											(7) CIA (9) PFC	(11) FAA						
<b>2015</b>																		
Acquire Land - Commerce Park Phase II													2,000,000	500,000	1,500,000	2,000,000	500,000	
														(7) CIA (9) PFC	(8) FDOT			
Strengthen Cargo Ramp													900,000	45,000	855,000	900,000	45,000	
														(7) CIA (9) PFC	(11) FAA			
Design/Build Connecting Taxiways to Additional T-Hangers													955,000	47,750	907,250	955,000	47,750	
														(7) CIA (9) PFC	(11) FAA			
Strengthen SW Ramp - Construction													1,300,000	65,000	1,235,000	1,300,000	65,000	
														(7) CIA (9) PFC	(11) FAA			
GA Ramp Expansion - Design													600,000	30,000	570,000	600,000	30,000	
														(7) CIA (9) PFC	(11) FAA			
<b>Airport Total</b>	<b>44,534,400</b>	<b>6,448,450</b>	<b>38,085,950</b>	<b>4,022,833</b>	<b>467,833</b>	<b>3,555,000</b>	<b>5,143,400</b>	<b>523,900</b>	<b>4,619,500</b>	<b>6,129,000</b>	<b>706,450</b>	<b>5,422,550</b>	<b>5,755,000</b>	<b>687,750</b>	<b>5,067,250</b>	<b>65,584,633</b>	<b>8,834,383</b>	
<b>GRAND TOTAL FOR ALL PROJECTS</b>	<b>51,714,800</b>	<b>10,283,850</b>	<b>41,430,950</b>	<b>10,753,233</b>	<b>4,423,233</b>	<b>6,330,000</b>	<b>12,873,800</b>	<b>4,479,300</b>	<b>8,394,500</b>	<b>10,309,400</b>	<b>4,549,350</b>	<b>5,760,050</b>	<b>9,935,400</b>	<b>4,530,650</b>	<b>5,404,750</b>	<b>95,586,633</b>	<b>28,266,383</b>	

- (1) PORT - Port Funds  
(2) FSTED - Florida Seaport Transportation Economic Development Council  
(3) PI - Private Investment  
(4) TSA - Transportation Security Administration Grant  
(5) SWCP - Stormwater Capital Projects Fund  
(6) LOGT - Local Option Gas Tax  
(7) CIA - Capital Improvements Fund, Airport  
(8) FDOT - Florida Department of Transportation  
(9) PFC - Passenger Facility Charge  
(10) CFC - Customer Facility Charge  
(11) FAA - Federal Aviation Administration Entitlements  
(12) SISGM - Strategic Intermodal System Growth Management  
(13) Bond - Airport Bonds  
(14) ARRA - American Recovery & Reinvestment Act Port Security Grant Program (funding pending grant award)  
(16) MARAD - US Maritime Administration America's Marine Highways Program (projected future funding source)  
(17) - Economic Recovery Funds (to be constructed if funds are awarded)  
(18) TIGER II - National Infrastructure Investments funding pending grant award

## CHAPTER 10

### HISTORIC PRESERVATION

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**GOAL HP-1: The City shall continue to preserve its existing historic buildings, historic sites, and historic and preservation districts.**

Objective HP-1.1: The City shall continue to enforce its existing historic preservation ordinances.

Policy HP-1.1.1: The City shall, through its historic preservation ordinances, continue to provide zoning categories that support the purpose and character of each historic and preservation district and identify appropriate permitted and conditional uses in those districts.

Policy HP-1.1.2: The City shall, through its historic preservation ordinances, continue to provide procedures for review and for the continuation of the Architectural Review Board as the principal review authority.

Policy HP-1.1.3: The City shall, through its historic preservation ordinances, continue to reference the “The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings” as a guiding document for historic preservation efforts.

Policy HP-1.1.4: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for restoration, rehabilitation, alterations, and additions, to existing contributing structures within its historic and preservation districts.

Policy HP-1.1.5: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for restoration, rehabilitation, alterations, and additions, to existing non-contributing and modern in-fill structures within its historic and preservation districts.

Policy HP-1.1.6: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for the construction of new structures within its historic and preservation districts.

Policy HP-1.1.7: The City shall, through its historic preservation ordinances, continue to provide standards and guidelines for demolition and relocation of all structures in the historic and preservation districts.

Objective HP-1.2: The City shall maintain an Architectural Review Board which shall have the purpose of preserving and protecting historic or architecturally-significant buildings and historic and preservation districts.

Policy HP-1.2.1: The Architectural Review Board shall review all development activities in the historic and preservation districts and apply the historic preservation ordinances adopted by the City of Pensacola.

Policy HP-1.2.2: The Architectural Review Board shall refer to “The Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings” in making its decisions pertaining to contributing historic structures.

Policy HP-1.2.3: The Architectural Review Board shall consider the distinct historical context, development pattern, neighborhood integrity and architectural character of each historic and preservation district in making its decisions.

Policy HP-1.2.4: The Architectural Review Board shall have the authority to grant variances to the Land Development Code when it determines that the granting of said variances are consistent with historic character of a structure or its corresponding historic or preservation district.

Objective HP-1.3: The City shall maintain the historic character and aesthetics of its historic and preservation districts.

Policy HP-1.3.1: The City shall maintain the historic street patterns and street names in each historic and preservation district.

Policy HP-1.3.2: The City shall continue to provide and maintain street lights and similar municipal appurtenances in the public rights-of-way to create aesthetically pleasing streetscapes.

Policy HP-1.3.2: The City shall continue to provide and maintain landscaping, street lights, and similar municipal appurtenances in the public rights-of-way to provide an aesthetically pleasing streetscape.

Policy HP-1.3.3: The City shall require all traffic control signs, traffic signals, transformers, switching gear and related accessory equipment to be installed in the public right-of-way in the historic and preservation districts are approved by the Architectural Review Board.

Policy HP-1.3.4: The City shall encourage all utility providers to place their utilities underground in historic and preservation districts to protect the aesthetic character of the districts.

Policy HP-1.3.5: The City shall formulate regulations pertaining to Architectural Review Board approval of all new electrical, telephone and cable wires and related equipment, such as (but not limited to) utility cabinets, transmission poles and transformers, to be installed in the historic and preservation district.

Objective HP-1.4: The City shall strengthen existing ordinances, as necessary, in order to preserve the integrity of historic buildings, historic sites, and historic and preservation districts.

Policy HP-1.4.1: The City shall review its historic preservation ordinances and identify its strengths and weaknesses.

Policy HP-1.4.2: The City shall strengthen existing ordinances, as necessary, in order to enhance the preservation of the integrity of historic buildings and historic and preservation districts.

Policy HP-1.4.3: The City shall create a separate chapter in its Land Development Code which contains all new and revised regulations and guidelines pertaining to historic buildings, historic sites, and historic and preservation districts.

**GOAL HP-2: The City shall continue to identify buildings, sites and neighborhoods with historic significance and deserving of preservation.**

Objective HP-2.1: The City shall continue to identify and encourage the preservation, continued use or adaptive reuse of buildings that are eligible for designation as historic buildings.

Policy HP-2.1.1: The City shall provide guidance to citizens seeking to have historic structures placed on the Florida Master Site File.

Policy HP-2.1.2: The City shall provide guidance to citizens seeking to have historic structures placed on the National Register of Historic Places.

Objective HP-2.2: The City shall continue to identify established neighborhoods that may deserve designation as a historic or preservation district, subject to the approval of its residents.

Goal HP-2.2.1: The City shall identify existing neighborhoods for designation as a locally-designated historic or preservation district.

Goal HP-2.2.2: The City shall establish adequate standards and guidelines for these districts in its historic preservation ordinances to maintain its historic character and aesthetic quality.

Goal HP-2.2.3: The City shall provide guidance in the nomination of qualified historic and preservation districts to the National Register of Historic Places.



**GOAL HP-3: In conjunction with the University of West Florida, West Florida Historic Preservation, Inc., and other community organizations, the City shall continue to support activities relating to historic preservation.**

Policy HP-3.1: The City shall support the historic preservation roles of the University of West Florida, West Florida Historic Preservation, Inc., community organizations, neighborhood associations and individuals.

Goal HP-3.1.1: The City shall encourage and support historic building surveys of its neighborhoods and the listing of historic buildings on the Florida Master Site File.

Goal HP-3.1.2: The City shall encourage and support the nomination of historic buildings and sites to the National Register of Historic Places.

Goal HP-3.1.3: The City shall assist the Pensacola Bay Area Convention and Visitors Bureau and other organizations in providing local heritage tourism programs.

Goal HP-3.1.4: The City shall encourage and support activities that involve walking, bicycling and driving through historic and preservation districts.

Goal HP-3.1.5: The City shall encourage community and cultural events to take place in the historic and preservation districts, with the cooperation of their residents, to enhance awareness and appreciation of the heritage and resources of these districts.

Goal HP-3.1.6: The City shall have “The Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings” and similar technical publications available for review by those interested in the preservation of historic structures.

Policy HP-3.2: The City of Pensacola shall maintain an archaeological review procedure for all proposed construction on City-owned property.

Goal HP-3.2.1: The City shall maintain an archaeological review procedure that provides for an initial determination and review of project impact for projects on City-owned property.

Goal HP-3.2.2: The archaeological review procedure shall be conducted by a professional archaeologist meeting the standards of the Society of Professional Archaeology and having substantial experience in the archaeology and history of Pensacola.

Goal HP-3.2.3: The City shall prepare a memorandum of agreement specifying actions to be taken to avoid or mitigate any adverse effects of construction on any archaeological resources found during the process.

## CHAPTER 11

### PUBLIC SCHOOL FACILITIES ELEMENT

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#### **GOAL PSFE-1: Coordinate and maintain high quality education facilities**

Coordinate with the School Board of City of Pensacola (herein "School Board") to ensure high quality public school facilities that are consistent with the Comprehensive Plan and serve to enhance communities.

##### Objective PSFE-1.1: Schools as community focal points

Enhance communities and encourage school facilities to serve as community focal points through effective school facility design and siting standards. The location will be coordinated with the future land use map.

##### Policy PSFE-1.1.1: School location

New schools shall be located proximate to the student population they are intended to serve. New elementary schools shall be located within walking distance of the residential neighborhoods to be served.

##### Policy PSFE-1.1.2: Shared-use and co-location of school sites

Coordinate with the School Board to continue to permit the shared-use and co-location of school sites and City facilities with similar facility needs as described in the Interlocal Agreement for Public School Facility Planning dated August 7<sup>th</sup>, 2006 (herein "Interlocal Agreement"). The City will identify opportunities for collocation and shared use facilities when preparing updates to the Schedule of Capital Improvements and when planning and designing new community facilities.

##### Policy PSFE-1.1.3: Emergency shelters

City of Pensacola will continue to coordinate with the School Board on emergency preparedness issues, including the use of public schools as emergency shelters as required by Section 163.3177(12)(g)(8), Florida Statutes. The School Board will continue to fulfill the building code requirements of Section 1012.372, Florida Statutes, such that as appropriate new educational facilities will serve as public shelters for emergency management purposes.

##### Policy PSFE-1.1.4: School design

The School Board will design and ensure performance standards for new school facilities according to the "Design Guidelines and Technical Specifications 2006"

Florida Department of Education State Requirements for Educational Facilities (SREF).

Policy PSFE-1.1.5: Community vitality

The City of Pensacola will continue to recognize the interconnected importance of quality neighborhood school retention with community economic development, neighborhood stability, diversity and sustainability efforts. Therefore, in partnership with other agencies, the City will encourage the maintenance and improvement of urban schools to preserve and enhance neighborhood quality and vitality.

Policy PSFE-1.1.6: Attracting new residents

The City of Pensacola will support the vitality of urban schools by encouraging new residents to locate in underutilized school districts. Where appropriate, existing homeownership and rehabilitation incentives may be utilized to attract families to such school districts and encourage the private sector to maintain a housing production capacity sufficient to meet the needs of families between moderate and upper level incomes.

Objective PSFE-1.2: Future land use and school siting

Consistent with Section 163.3177, Florida Statutes, the City will include sufficient allowable land use designations for schools proximate to residential development to meet the projected need for schools.

Policy PSFE-1.2.1: Future Land Use categories.

Consistent with the City's Future Land Use Element, public schools shall be an allowable use in all land use categories, except for Conservation. The Land Development Code may include siting standards for schools, consistent with the Comprehensive Plan. The City will consider the provisions of Section 1013.33(13), Florida Statutes (2007).

Policy PSFE-1.2.2: Flood zones and coastal high hazard area

Consistent with the City's Future Land Use Element, future schools shall not be allowed within the coastal high hazard area as delineated by the City.

Objective PSFE-1.3: School facility siting and consistency with the Comprehensive Plan

The City shall ensure that the planning, construction, and opening of educational facilities are coordinated in time and place, concurrent with necessary services and infrastructure, and consistent with the Comprehensive Plan.

#### Policy PSFE-1.3.1: Consistency with Comprehensive Plan

The City will coordinate with the School Board by giving an informal assessment regarding the consistency of potential new school sites, and significant expansions or potential closures of existing schools with the Comprehensive Plan, as described in the Interlocal Agreement. The informal assessment reviews, as applicable, the following: environmental suitability, transportation and pedestrian access, availability of infrastructure services, safety concerns, land use compatibility, consistency with community vision, and other relevant issues.

#### Policy PSFE-1.3.2: Review of school sites

The City shall review potential new school sites, and significant expansions or potential closures of existing schools for consistency with the following criteria:

- a. That school sites are compatible with present and projected uses of adjacent property.
- b. The locations of proposed new elementary schools are proximate to and within walking distance of the residential neighborhoods served.
- c. The locations of proposed new high schools are on the periphery of residential neighborhoods, with access to major roads.
- d. Existing or planned adequate public facilities are available to support the school.
- e. Safe access to and from the school site is available for by pedestrians and vehicles.
- f. The site is well drained and the soils are suitable for development or are adaptable for development and outdoor educational purposes with drainage improvements.
- g. The proposed school location is not within a velocity flood zone or floodway, as delineated in the applicable comprehensive plan.
- h. The site is not in conflict with City stormwater management plans or watershed management plans;
- i. The proposed site can accommodate required parking, circulation, and queuing of vehicles.
- j. The proposed location lies outside the area regulated by Section 333.03, F.S., regarding the construction of public educational facilities in the vicinity of an airport.

The City shall also consider the following in its review:

- a. Site acquisition and development costs;
- b. Whether existing schools can be expanded or renovated to support community redevelopment and revitalization;
- c. Efficient use of existing infrastructure;
- d. Discouragement of urban sprawl;
- e. Environmental constraints that would either preclude or render cost infeasible the development or significant renovation of a public school on a site; and
- f. Adverse impacts to archaeological or historic sites.

#### Objective PSFE-1.4: Pedestrian access to schools

The City shall work with the School Board to improve safe student access to school facilities, and to reduce hazardous walking conditions consistent with the Florida Safe Ways to School Program.

##### Policy PSFE-1.4.1: Bicycle and pedestrian access

All public schools shall provide bicycle and pedestrian access consistent with Florida Statutes. Parking at public schools will be provided consistent with the City's Land Development Code (LDC) requirements.

##### Policy PSFE-1.4.2: Sidewalk Master Plan

The City will continue to review the Sidewalk Master Plan to comprehensively address bicycle and pedestrian needs. The plan will continue to focus on bicycle and pedestrian needs relating to school facilities.

##### Policy PSFE-1.4.3: Sidewalk/pedestrian improvements

In order to ensure continuous pedestrian access to public schools, priority for City sidewalk/pedestrian improvements will be given to cases of hazardous walking conditions pursuant to Section 1006.23, Florida Statutes, and specific provisions for constructing such facilities will be included in the schedule of capital improvements adopted each fiscal year.

##### Policy PSFE-1.4.4: New development adjacent to school property

New developments adjacent to existing or planned school sites shall be required to provide a right-of-way and a direct access path for pedestrian travel.

Policy PSFE-1.4.5: Sidewalk requirements for development near schools

New residential developments and redevelopment shall be required to provide sidewalks (complete, unobstructed, continuous with a minimum width of 5 feet) along collector, arterial, and local roads designed to move traffic through subdivisions. Sidewalks shall be required pursuant to the City's Community Design Standards.

Policy PSFE-1.4.6: Coordination with FL-AL TPO

Continue to coordinate with the FL-AL TPO to ensure funding for safe access to schools including participation in the Bicycle Pedestrian Advisory Committee and the Community Traffic Safety Team.

Objective PSFE-1.5: Coordinate Future Land Use Map amendments and DRIs to maintain school capacity

It is the objective of the City to coordinate petitions for future land use changes and developments of regional impact to maintain adequate school capacity to meet future growth needs. This goal will be accomplished recognizing the School Board's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools, and the City's authority for land use, including the authority to approve or deny petitions for comprehensive plan amendments, re-zonings or final plat and site plans that generate students and impact the City of Pensacola school system.

Policy PSFE-1.5.1: School Board review and input

As per section 7.6 of the Interlocal Agreement the City shall take the School Board comments and findings on the availability of adequate school capacity into consideration when reviewing comprehensive plan amendments and other land use decisions.

Policy PSFE-1.5.2: Determining impact of Future Land Use changes and DRIs

The School Board shall use the adopted student generation rates to estimate the potential impact of a proposed future land use change or DRI on available school capacity. When such analysis projects a potential deficiency, the School Board shall include in its comments how it will propose to meet the projected demand. The City will take these comments into consideration per Policy PSFE-1.5.1 prior to approving or denying any future land use change or DRI.

## **GOAL PSFE-2: Implement school concurrency**

The School Board will coordinate with the City to assure the future availability of public school facilities to serve new development will be consistent with the adopted level of service standards. This goal will be accomplished recognizing the School Board's statutory and constitutional responsibility to provide a uniform system of free and adequate public schools, and the City's authority for land use, including the authority to approve or deny comprehensive plan amendments, re-zonings or other development orders that generate students and impact the City's school system.

### **Objective PSFE-2.1: Level of Service standards**

The City will coordinate with the School Board to ensure that the capacity of schools is sufficient to support residential development at the adopted level of service (LOS) standards within the period covered by the 5-year schedule of capital improvements, and the long range planning period. The adopted LOS standards shall be achieved by the conclusion of the first 5-year schedule of capital improvements and the LOS standards shall be maintained each subsequent year. These standards shall be consistent with the Interlocal Agreement agreed upon by the School Board, the City, and the local municipalities.

#### **Policy PSFE-2.1.1: Consistency**

The LOS standards set forth herein shall be applied consistently by all local governments within City of Pensacola and by the School Board to all schools of the same type.

#### **Policy PSFE-2.1.2: Level of Service standards**

Consistent with the Interlocal Agreement, the City and School Board agree to the following level of service standards for school concurrency in City of Pensacola, based on Florida Inventory of School Houses (FISH) permanent capacity, maximum school size by type, core facility capacity. In calculating achievement of LOS relocatables are not considered permanent capacity and school enrollment shall be based on the annual enrollment of each school based on actual counts reported to the Department of Education in October of each year.

<b>TYPE OF SCHOOL</b>	<b>LEVEL OF SERVICE</b>
Existing	100% of FISH permanent capacity
New or Expansion to Elementary (K-5)	100% of FISH permanent capacity and school size shall not exceed FISH permanent capacity of 800.
New or Expansion to Middle (6-8)	100% of FISH permanent capacity and school size shall not exceed FISH permanent capacity of 1200.
New or Expansion to High (9-12)	100% of FISH permanent capacity and



	school size shall not exceed FISH permanent capacity of 2000.
New or Expansion to Combination (K-8)	100% of FISH permanent capacity and school size shall not exceed FISH permanent capacity of 2000.
Centers	100% of FISH permanent capacity or the level of service based on the student/teacher ratios dictated by specific programs, whichever is lowest.
<b>LEVEL-OF SERVICE STANDARD FOR CORE FACILITIES (K-5, 6-8, K-8)</b>	
Dining/Kitchen	100% of permanent Total Capacity*
* Total Capacity for Dining/Kitchen facility shall be based on a standard of three (3) feeding periods per day based on the design capacity of the core facilities.	
<b>LEVEL-OF SERVICE STANDARD FOR CORE FACILITIES (9-12)</b>	
Dining/Kitchen	100% of permanent Total Capacity*
* Total Capacity for Dining/Kitchen facility shall be based on a standard of four (4) feeding periods per day based on the design capacity of the core facilities.	

#### Policy PSFE-2.1.3: Amending Level of Service standards

Potential amendments to the LOS standards shall be considered at least annually at the staff working group meeting referenced in subsection 1.1 of the Interlocal Agreement. If there is consensus to amend any level of service, it shall be accomplished by the execution of an amendment to the Interlocal Agreement by all parties and the adoption of amendments to the City, City and Town's comprehensive plans. The amended LOS shall not be effective until all plan amendments are effective, and the amended Interlocal Agreement is fully executed.

#### Policy PSFE-2.1.4: Financial feasibility of LOS

No LOS standard shall be amended without a showing that the amended LOS standard is financially feasible, supported by adequate data and analysis, and can be achieved and maintained through the five-year schedule for capital improvements.

#### Objective PSFE-2.2: School Concurrency Service Areas

The City shall establish School Concurrency Service Areas, as the areas within which an evaluation is made to determine if adequate school capacity is available based on the adopted level of service standards.

#### Policy PSFE-2.2:1: Concurrency Service areas

The Concurrency Service Areas for the City as agreed in the Interlocal Agreement, shall be coterminous with the attendance zone for each individual school. For special purpose centers, charter schools, and magnet schools the concurrency service area shall be district-wide.

#### Policy PSFE-2.2:2: Maximize capacity utilization

Concurrency service areas shall maximize capacity utilization, taking into account transportation costs, limiting maximum student travel times, achieving socio-economic, racial and cultural diversity objectives, and other relevant factors as related to determined by the School Board's policy on maximization of capacity.

#### Policy PSFE-2.2:3: Amending concurrency service areas

Potential amendments to the concurrency service areas shall be considered annually at the staff working group meeting referenced in Subsection 1.1 of the Interlocal Agreement. If there is consensus to amend the concurrency service areas to establish boundaries other than those that are conterminous with the school attendance zones, it shall be accomplished by a written execution of an amendment to the Interlocal Agreement by all parties and by the amendment to the City, City and Town's comprehensive plan. The amended concurrency service area shall not be effective until the amended Interlocal Agreement is fully executed and comprehensive plan amendments are in effect. Amendments to the concurrency service areas that keep the CSAs borders coterminous with the school attendance zones, shall be agreed upon by all parties and shall not require comprehensive plan amendments.

#### Objective PSFE-2.3: Student generation rates

The School Board will work with the City, City of Pensacola, and Town of Century to establish student generation rates that will be used to determine the impact of development on public school facilities.

#### Policy PSFE-2.3:1: Student generation rates

Consistent with the Interlocal Agreement, the School Board staff, working with the City staff and municipal staffs, will develop and apply student generation multipliers for residential developments by dwelling unit type (single family or multi-family) for each school type (elementary, middle, K-8, high, or center), considering past trends in student enrollment in order to project future public school enrollment.

#### Policy PSFE-2.3:2: Calculating student generation rates

The student generation rates shall be calculated by the School Board City, City of Pensacola, and Town of Century in accordance with professionally accepted methodologies, shall be reviewed and updated at least every two years.

#### Objective PSFE-2.4: Process for school concurrency implementation

In coordination with the School Board, the City will establish a joint process for implementation of school concurrency that includes applicability, capacity determination, and availability standards. The City shall manage the timing of residential subdivision and site plan approvals to ensure adequate school capacity is available consistent with adopted level of service standards for public school concurrency.

##### Policy PSFE-2.4.1: Applicability standards

School concurrency applies to residential development or a phase of residential development requiring an approval of subdivision plat, site plan, or its functional equivalent.

##### Policy PSFE-2.4.2: Exempted development

The following residential development shall be considered exempt from the school concurrency requirements:

1. Single family lots of record that have received final subdivision plat approval prior to the effective date of the PSFE, or single family subdivision plats actively being reviewed at the time of adoption of the PSFE that have received preliminary plat approval.
2. Residential developments that have received final site plan approval prior to the effective date of the PSFE, or residential site plans actively being reviewed at the time of adoption of the PSFE.
3. Amendments to residential site plans or subdivisions, which were previously approved prior to the effective date of the PSFE, and which do not increase the number of students generated by the development based on the adopted student generation rates.
4. Age restricted developments that are subject to deed restrictions prohibiting the permanent occupancy of a resident under the age of fifty five (55). Such deed restrictions must be recorded and must be irrevocable for a period of at least thirty (30) years.
5. Group quarters that do not generate students, including facilities such as local jails, prisons, hospitals, bed and breakfast, motels and hotels, temporary emergency shelters for the homeless, adult halfway houses,

firehouse dorms, college dorms exclusive of married student housing, and religious non-youth facilities.

#### Policy PSFE-2.4.3: Capacity determination standards

The City shall adopt LDC provisions to establish the application procedure and process for evaluating school capacity and making concurrency determinations consistent with the Interlocal Agreement. The School Board shall be responsible for conducting concurrency reviews. The City may choose to provide an informal assessment of school concurrency at the time of preliminary plat, but the test of concurrency shall be at final plat, site plan, or functional equivalent approval.

#### Policy PSFE-2.4.4: School board findings

The School Board's findings and recommendations shall address whether adequate capacity exists for each affected concurrency service area, based on the level of service standards. If adequate capacity does not exist, the School Board findings shall address whether appropriate mitigation can be accepted. If mitigation can be accepted, the School Board's findings shall identify the accepted form of mitigation that is consistent with the policies set forth herein.

#### Policy PSFE-2.4.5: Allocated capacity in CIP

In evaluating a subdivision plat or site plan for concurrency, any relevant programmed capacity improvements in years 1, 2, or 3 of the 5-year schedule of capital improvements shall be considered available capacity for a proposed project and factored into the concurrency analysis. Any relevant programmed improvements in years 4 or 5 of the 5-year schedule of improvements shall not be considered available capacity for a proposed project unless funding for the improvement is assured through School Board agreement to accelerate the proposed project, or through proportionate fair share mitigation, or some other means of assuring adequate capacity will be available within 3 years. The School Board may choose to use relocatable classrooms to provide temporary capacity while funded schools or school expansions are being constructed.

#### Policy PSFE-2.4.6: Determination of insufficient capacity

In the event that the School Board finds that there is not sufficient capacity in the affected concurrency service area(s) to address the impacts of a proposed development, the following standards shall apply:

- The project must provide capacity enhancement sufficient to meet its impacts through proportionate share mitigation; or

- Approval of the site plan or final plat (or functional equivalent) must be delayed to a date when the capacity enhancement necessary to maintain level of service can be assured; or
- A condition of approval of the site plan or final plat (or functional equivalent) shall be that the project's development order and/or building permits shall be delayed to a date when the capacity enhancement necessary to maintain level of service can be assured.

#### Policy PSFE-2.4.7: Availability standard

Where capacity will not be available to serve students generated by a residential development the City shall use the lack of school capacity as a basis for denial of petitions for final plats, site plans or functional equivalents. However, the City shall not deny a petition for a final plat, site plan, or functional equivalent due to a failure to achieve and maintain the adopted level of service for public school capacity where:

Adequate school facilities will be in place or under actual construction within three years after the issuance of the final plat or site plan or functional equivalent;

Adequate school facilities are available in an adjacent concurrency service area and the impacts of development can be shifted to that area; or,

The developer executes a legally binding commitment with the School Board to provide mitigation proportionate to the demand for public school facilities to be created by the actual development of the property subject to the final plat or site plan (or functional equivalent) as provided in the Interlocal Agreement.

#### Objective PSFE-2.5: Proportionate share mitigation

The City shall coordinate with the School Board to provide proportionate share mitigation alternatives that are financially feasible and will achieve and maintain the adopted level of service standard consistent with the School Board's adopted financially feasible 5-Year Facilities Work Program.

##### Policy PSFE-2.5.1: Acceptable mitigation

The School Board may allow mitigation for developments that would otherwise cause the LOS standards to be exceeded. Mitigation options shall include the following:

Contribution of, or payment for, acquisition of new or expanded school sites;

Construction or expansion of permanent school facilities;

Mitigation banking, the creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell excess capacity credits within the same concurrency service area; and

Charter schools, provided they are constructed to State Requirements for Educational Facilities (SREF) standards, so that it can be relied on the over the longer term as public school capacity, designed to whatever minimum size and specifications established by the School Board to ensure that if the School Board is required, it can efficiently operate the school.

#### Policy PSFE-2.5:2: CIP and proposed mitigation

Proposed mitigation must be directed toward a permanent capacity improvement identified in the School Board's financially feasible 5-Year Work Plan. However, the School Board may accept mitigation in the form of an improvement not identified on the 5-year Work Plan and commit to add the needed improvement to the 5-year Work Plan. The School Board must find that any proposed mitigation will satisfy the demands created by the proposed development consistent with the adopted level of service standards, and the mitigation shall be assured by a legally binding development agreement between the School Board, the City, and the applicant executed prior to the issuance of the final plat, site plan or functional equivalent.

#### Policy PSFE-2.5:3: Shifting impacts

Mitigation shall not be required when the adopted level of service cannot be met in a specific concurrency service area if the needed capacity for the development is available in one or more contiguous concurrency service areas and the impacts of the development can be shifted to a contiguous concurrency service area. Where more than one concurrency service area is available to accommodate student impacts, the School Board shall evaluate how the impacts of a development shall be shifted. Measures to maximize capacity, including modifications to concurrency service areas in lieu of shifting development impacts, can be considered.

#### Policy PSFE-2.5:4: Relocatable Classrooms

Relocatable classrooms will not be accepted as mitigation.

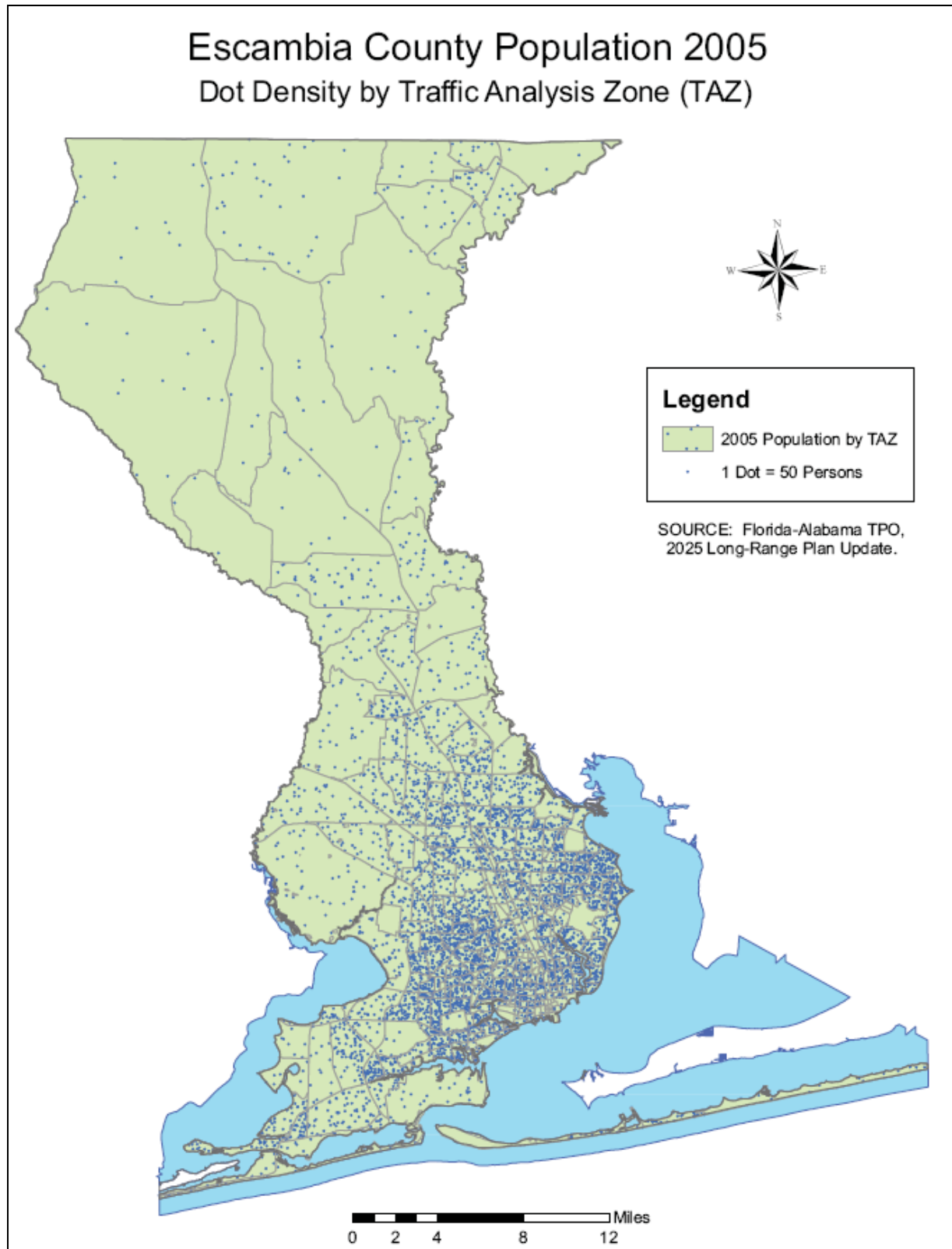
#### Policy PSFE-2.5:5: Calculation proportionate share mitigation

The applicant's total proportionate-share mitigation obligation to resolve a capacity deficiency shall be based on the following formula, for each school level: multiply the number of new student stations required to serve the new development by the average cost per student station and, if needed, add the additional cost of a core facility to accommodate the additional student stations.

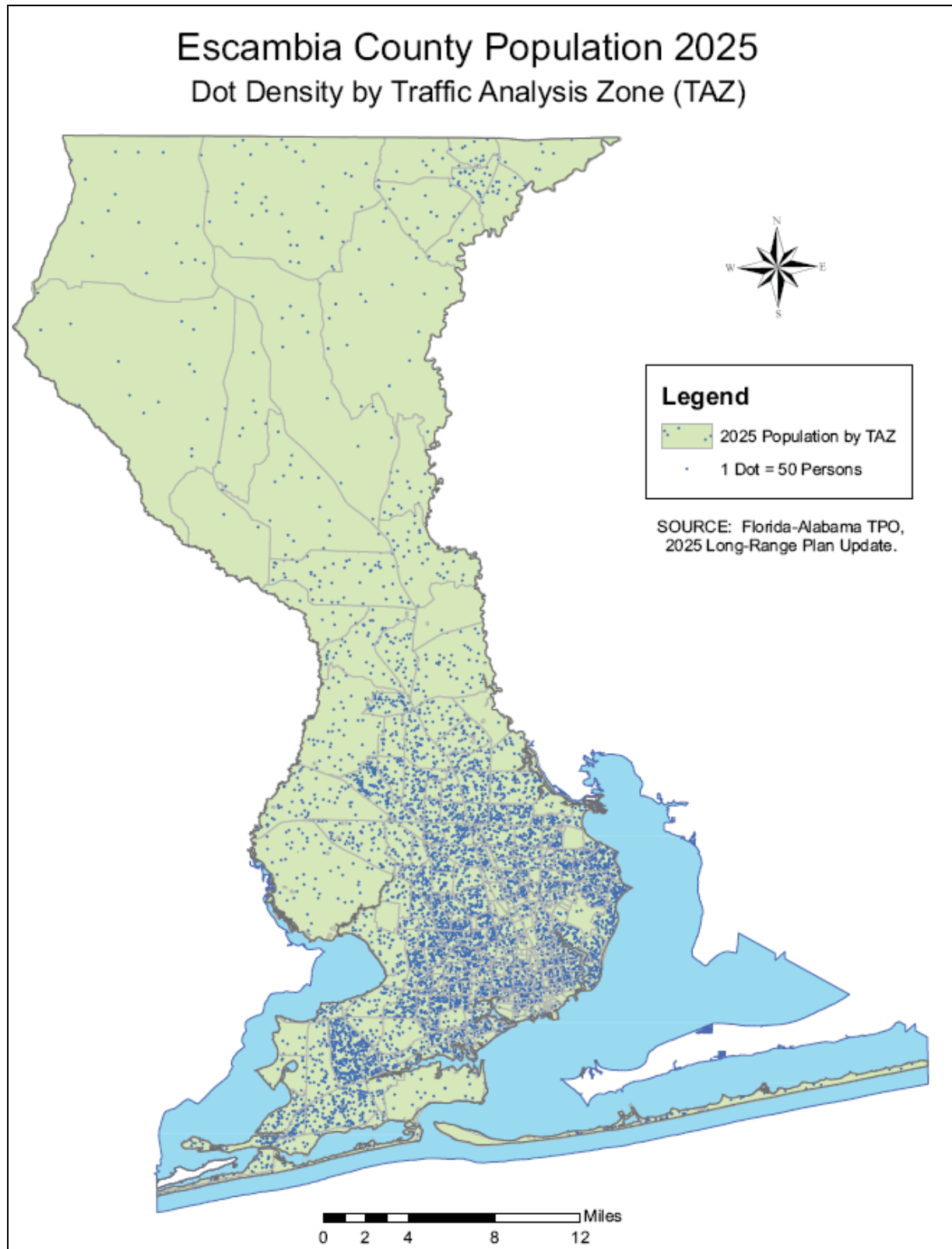
The average cost per student station shall include school facility development costs and land costs. The applicant's proportionate-share mitigation obligation will be credited toward any other impact fee or exaction imposed by local ordinance for the same need, on a dollar-for-dollar basis, at fair market value.

#### School Facility Maps

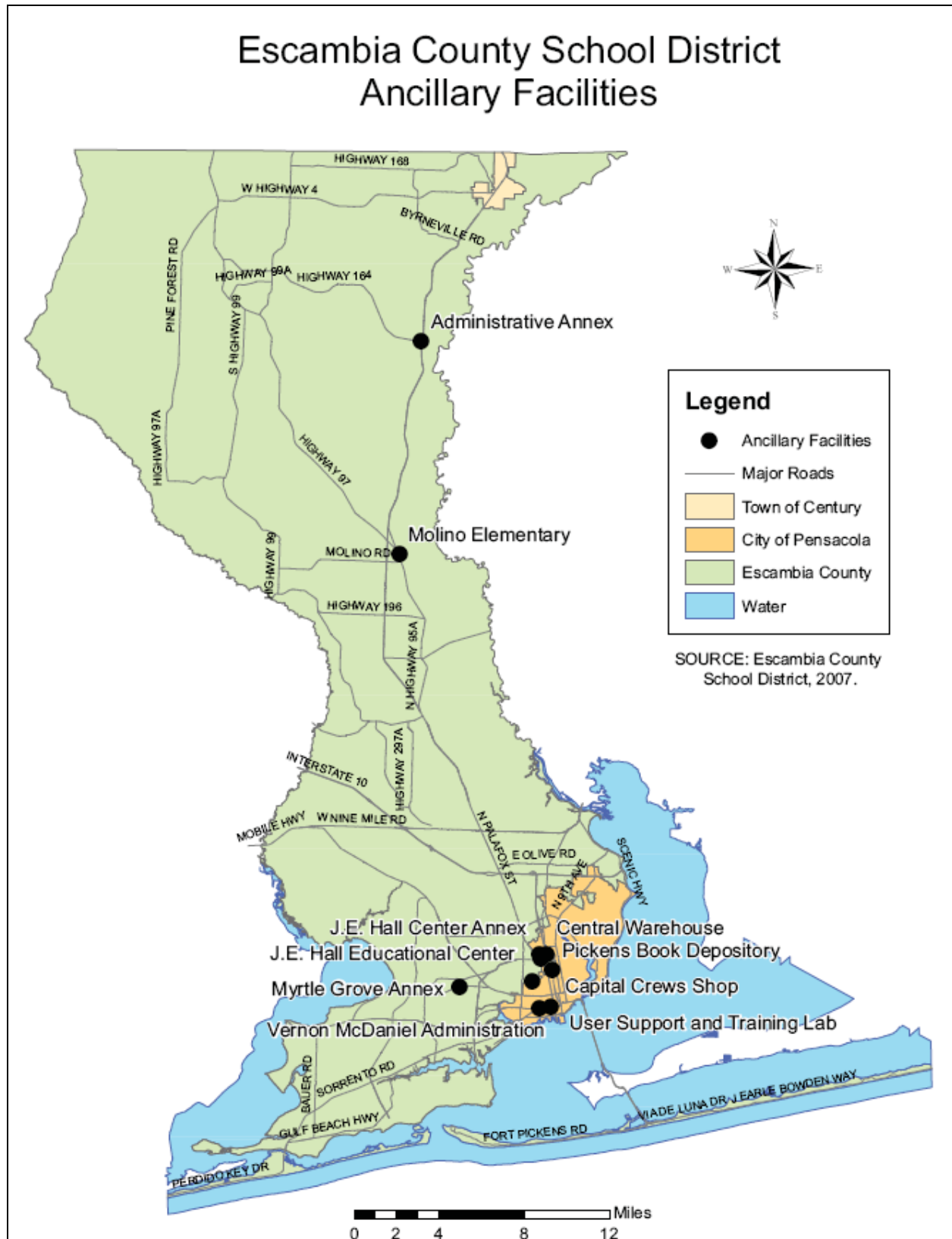
Consistent with Section 123.3177(12)(g), Florida Statutes, the Public School Facilities Element shall include future conditions maps showing existing and anticipated schools over the five-year and long-term planning periods. The maps of necessity may be general over the long-term planning period and do not prescribe a land use on a particular parcel of land.



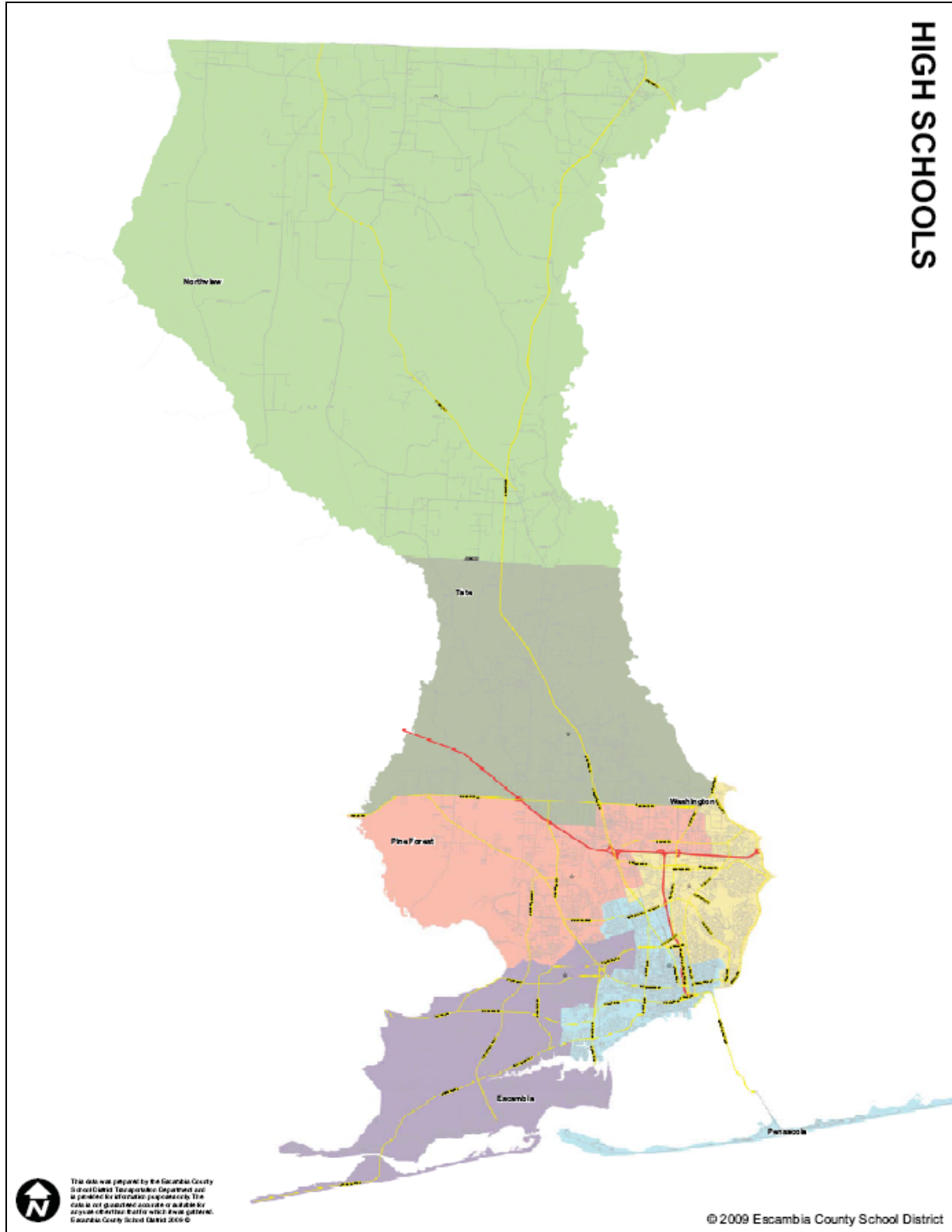




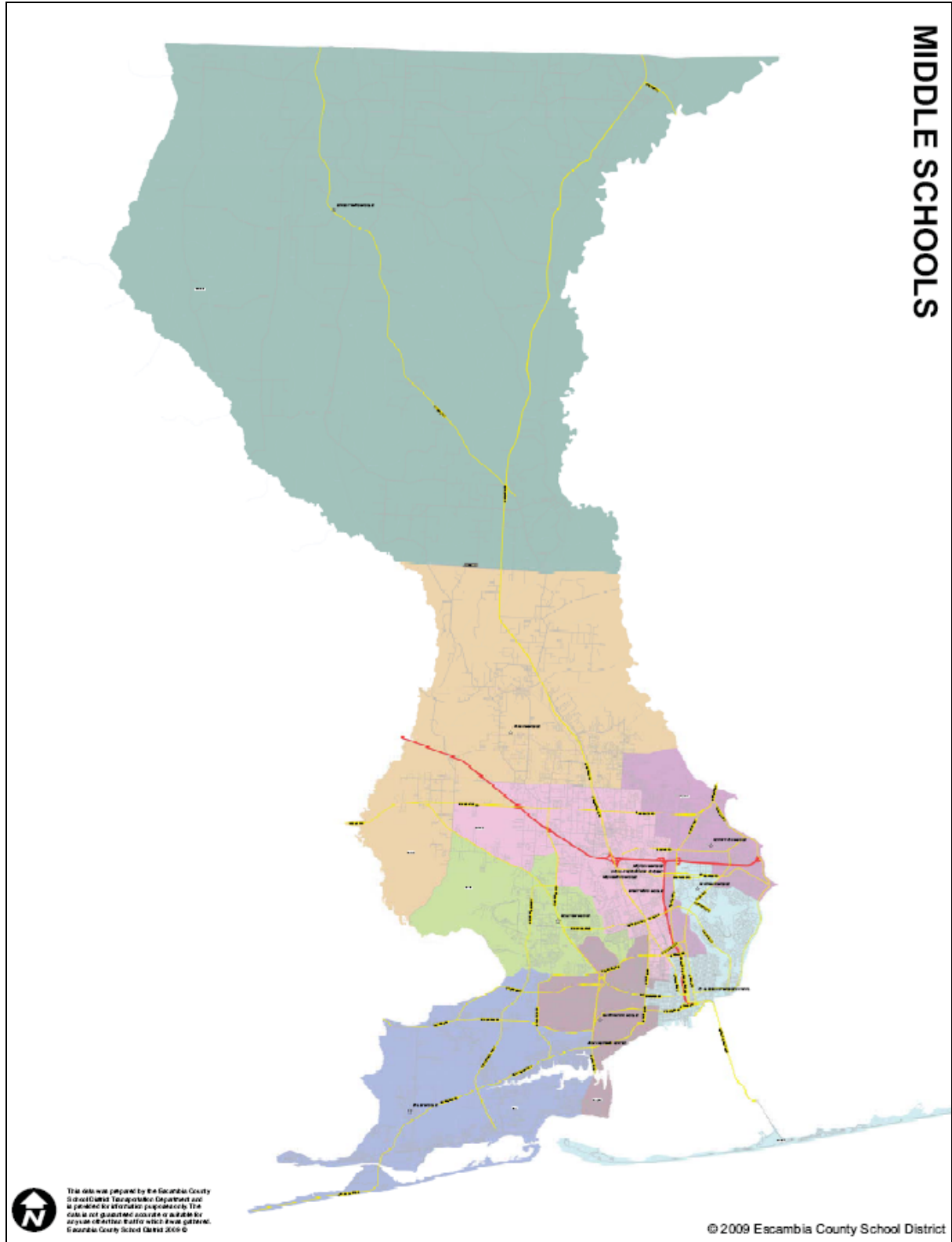
## Escambia County School District Ancillary Facilities



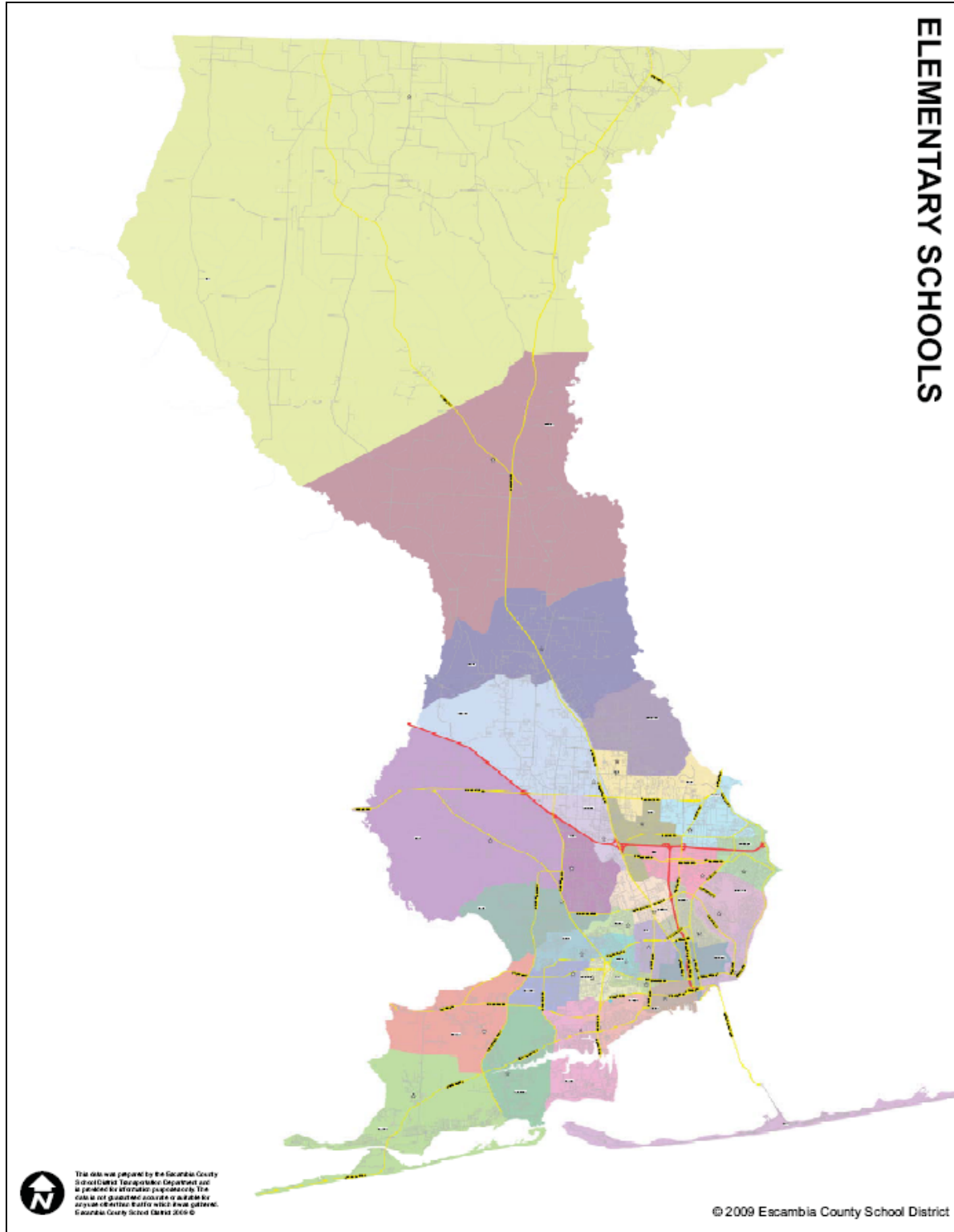
## Escambia County High School Attendance Zones



## Escambia County Middle School Attendance Zones

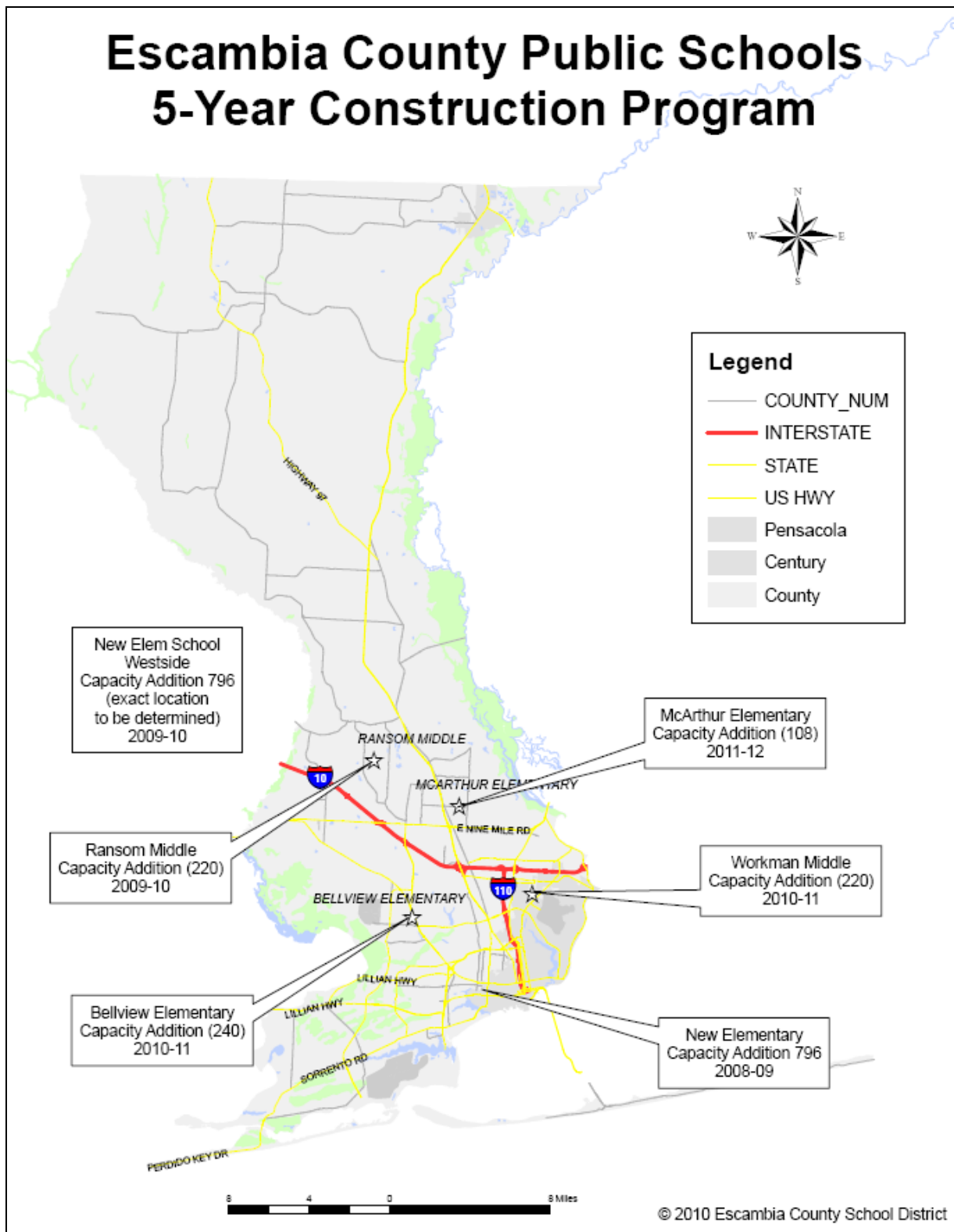


## Escambia County Elementary School Attendance Zones



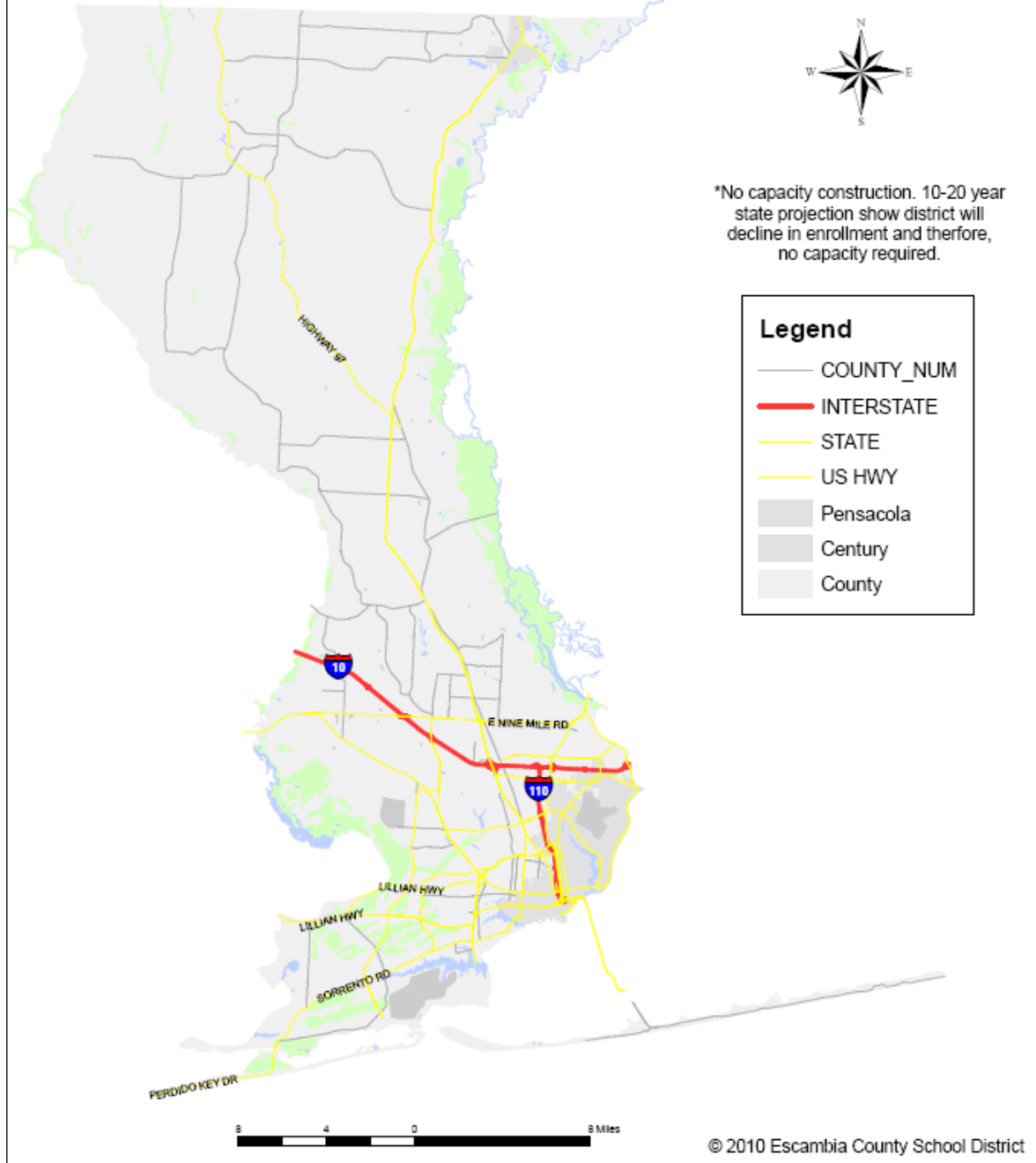
## Escambia County Public Schools 5-Year Construction Program

# Escambia County Public Schools 5-Year Construction Program



Escambia County Public Schools 20-Year Construction/Needs Program

# Escambia County Public Schools 20-Year Construction/Needs Program\*





PLANNING SERVICES

**MINUTES OF THE PLANNING BOARD**

**April 9, 2019**

**MEMBERS PRESENT:** Chairman Paul Ritz, Nathan Monk, Kurt Larson, Danny Grundhoefer, Ryan Wiggins

**MEMBERS ABSENT:** Nina Campbell, Laurie Murphy

**STAFF PRESENT:** Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Sherry Morris, Planning Services Administrator, Gregg Harding, Historic Preservation Planner, Don Kraher, Council Executive, Laurie Byrne, Constituent Services, Derrik Owens, Public Works Director, Brian Cooper, Parks and Recreation Director, Marcie Whitaker, Housing Administrator, Dan Flynn, Airport Director

**OTHERS PRESENT:** John Hutchinson, Bob Greene, Ron Martin, Rob Pettitt, Lindsey McIntosh

**AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from March 12, 2019.
- **New Business:**
  1. **Conditional Use Permit Approval for 110 W. Strong Street**
  2. **Evaluation and Appraisal Review (EAR) Based - Comprehensive Plan Amendments**
- Open Forum
- Adjournment

**Call to Order / Quorum Present**

Chairman Ritz called the meeting to order at 2:02 pm with a quorum present and explained the Board procedures to the audience.

**Approval of Meeting Minutes**

Ms. Wiggins made a motion to approve the March 12, 2019 minutes, seconded by Mr. Larson, and it carried unanimously.

**New Business**

**Conditional Use Permit Approval for 110 W. Strong Street**

J. Nixon Daniel, III, on behalf of Martha's Vineyard, has requested a Conditional Use Permit for a Board and Lodging House for the property located at 110 W. Strong Street. The applicant indicates the purpose of the conditional use request is to provide charitable housing to families whose friends and loved ones are in the local hospitals. This property is currently zoned PR-2, North Hill Preservation Multi-Family, which permits the land use of Bed and Breakfast by right but grants the land use of Boarding and Lodging House as a Conditional Use Permit.

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The applicant is proposing to modify the existing structures to increase the number of units and will no longer qualify as a Bed and Breakfast.

Chairman Ritz stated he had researched the background of Martha's Vineyard and noticed there was a Euclid address also owned by Martha's Vineyard. He became more and more confident in the mission purpose, and personally, it hit close to home with his own family. He felt it had a benefit to the community and advised he would support his kind of approach. Mr. Larson asked what would happen if the property was no longer owned by Martha's Vineyard, and Ms. Deese explained the Conditional Use Permit runs with the land, however, they would have to adhere to the standards provided within the approvals. She stated the idea of a Conditional Use Permit was that it might be a good use within the district with conditions attached to it, and this Board and Council could add to those conditions.

Mr. Hutchinson further explained that Martha's Vineyard provided free accommodations and meals to out-of-town families who were here in town because of a medical crisis, and they currently operate in Pine Glades neighborhood. Marti and Dennis Tackett opened up their home for this purpose after observing the need. He clarified the guests were referred by hospital staff, and they did not take walk-ins. He said they averaged around 100 guests per year, and 40 percent of the guests come by plane, so there are no automobiles so parking would not be an issue. He also advised the visual aspect from the street would not be changed.

Ms. Wiggins was impressed by their board members and their mission and thanked Mr. Hutchinson for providing the service. Mr. Monk asked for the difference with the Ronald McDonald House, and Mr. Hutchinson explained this organization accepted all families, not just those with children. He also indicated their doors were open to gay couples, any religion and any lifestyle; he explained the only counseling performed was upon request. Mr. Grundhoefer recused himself from voting because of his firm's relationship with the ministry. Mr. Larson asked that if Martha's Vineyard ever sold the property to someone who would turn it into a bed and breakfast, this use would be addressed again by the Planning Board. Ms. Deese explained one of the differences in a bed and breakfast and a boarding and lodging house was that the owner was required to stay onsite, and the Board might want to add that language if they felt more comfortable; Mr. Larson accepted that suggestion. Mr. Monk did not want to do something which prohibited the ministry from expanding.

Mr. Robertson, the present owner, stated they had managed Noble Manor for 14 years. They had been concerned that in North Hill you could only have four rooms, and you must also live onsite. He confirmed they were not an Air BNB and had no previous issues with neighbors. He stressed this request was a good fit for the community.

**Mr. Larson made a motion to approve with a condition that if Martha's Vineyard ever sold the property, this would be addressed again by the Planning Board. The motion was seconded by Mr. Monk.** Ms. McIntosh, who lives next door, agreed with the mission, but had concerns with selling her property and the fact that her husband was a physician and wanted to stay under the radar. She also was concerned with runoff from the concrete since her property is downhill from the site. She pointed out a massive add-on and a concrete yard, and if the owners waited, they could possibly find the right buyer for the home. She suggested property on Cervantes for the more industrial buyer suited the needs for a home like this.

Chairman Ritz explained that on the runoff issue, the neighbors would have recourse since the City would not allow them to dump their stormwater onto other properties. As far as price drops, this Board could not tell the homeowner what to sell the property at. However, the Board does take into consideration the neighbors, the property owners themselves, and the ideas of where the City should move forward. Regardless of the Board vote, this item would go before the Council, and concerns could be addressed at that time. Mr. Monk pointed out he had been working with people for the past 15 years helping them to move out from homelessness, and explained anyone who interacts with the public is not guaranteed anonymity unless they are living in a gated community.

He indicated the Waterfront used their Victorian homes as rehab facilities, and when it came time to sell, they sold very quickly at a good price, and did not believe this project would do any damage to the aesthetics of the neighborhood. **The motion then carried unanimously.**

#### **Evaluation and Appraisal Review (EAR) Based - Comprehensive Plan Amendments**

As provided in Florida Statute 163, all local governments within the state of Florida are required to participate in a state coordinated review for an Evaluation and Appraisal Report Based Comprehensive Plan Update. The proposed amendments within this update reflect changes in state requirements and local conditions.

Chairman Ritz had noted the changes in the name of the airport, Master Plan dates and did not find anything offensive or egregious to the betterment of the City. Ms. Deese confirmed that with the Board's approval, the amendment would proceed to Council, the State and then back to Council. Mr. Monk also did not see anything out of the ordinary. Mr. Grundhoefer asked where the document originated, and Ms. Deese advised it came from Planning Services as a requirement of the State for every five to seven years; the amendment was due to the State by November 2019. She also indicated that the document would be reviewed by the Department of Economic Opportunity, but it was not a means to measure success or to be reprimanded for not reaching goals.

Ms. Whitaker addressed housing assessments being performed somewhat annually, but changed the language to periodic to be broad and give them that leeway for obtaining grants; she indicated some of the language had been relocated in the document for a better placement. She further explained the incentives as homebuyer incentives, City-owned lot discounts for new construction, and also went with broad definitions so different strategies could be included.

Mr. Cooper explained the recreation open space and providing one pool per 25k residents and stated we meet most of the national standards. He indicated we were deficient in rectangular fields, but we were trying to build three at Hitzman Park with the possibility of three more in the future. Regarding conservation easements, he advised at this point, the city has 93 parks, and acquiring new land for a new park would be nearly impossible. Ms. Deese explained that any areas with conservation zoning were already addressed in the LDC. Mr. Grundhoefer then addressed co-sponsoring activities language being removed, and Mr. Cooper stated the language was specific, and advise they did not co-sponsor baseball or softball since those were sponsored by other organizations who just use our facilities.

Mr. Grundhoefer also asked why the Mayor was not included in the internal review for Capital Improvements. Mr. Owens explained that capital projects could be multiple departments across the city, but agreed the Mayor should be on the list. Most of the revisions in this section involved changes in personnel and titles.

**Mr. Grundhoefer felt the document was good for Pensacola and made a motion to approve the amended document and recommend it to Council, seconded by Mr. Larson, and the motion carried unanimously.**

**Open Forum** – Ms. Wiggins addressed saving some of the buildings downtown from demolition. She explained she was in a renovation process, and it was almost as expensive to remodel as to build new; with no incentive to remodel, we were losing the charm of the older structures. Chairman Ritz explained his own home in East Hill was almost 100 years old, and there were some things he could not update at all because of the cost.

He asked if incentives were something the Board could accomplish, and Ms. Deese advised that was outside of the scope in recommending proposed changes in the LDC, however, an overlay in a historic community such as East Hill would be more in line with what the Board could recommend to Council. Mr. Monk pointed out there should be some type of incentive. He also suggested looking at the barriers that were placed on people. He pointed out everyone gets upset about regulating paint color, but when they try to upgrade their electrical, it really gets invasive. Ms. Wiggins explained everyone looked at the overlay as a "stick" and she was opting for a "carrot." Ms. Deese advised the Board members to speak to the Mayor as residents to see if there was any interest. Mr. Grundhoefer explained he did not dislike density, but some of the projects were not done nicely. If East Hill had some regulations, it might stop some of the property selling with one house demolished in order to build four houses. Chairman Ritz pointed out there were some instances where the primary structure was torn down, leaving the garage apartment which was now the primary structure. He explained the Board needed to be careful with what time period they chose, since in some years, there was more density while in others just farmland. Ms. Wiggins restated she was coming from the point of incentivizing people to do what would be better and not enforcing codes. Chairman Ritz offered there was nothing they could do about the Florida Building Code, but an overlay would be the purview of this Board.

Ms. Deese explained there were two different ordinances being considered by Council. The one which passed second reading involved the notification in protecting the health of citizens so that the contractor has the burden to notify property owners within a certain distance if they were going to demolish certain structures. The demolition ordinance recommended by this Board had not yet been reviewed by Legal, but could possibly be scheduled in May of this year. She also advised the CRA overlay was being reconsidered on May 16 at Council.

**Adjournment** – With no further business, Chairman Ritz adjourned the meeting at 2:58 pm.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read 'Brandi C. Deese', with a long horizontal line extending to the right.

Brandi C. Deese  
Secretary to the Board



PLANNING SERVICES

THE UPSIDE *of* FLORIDA

## MINUTES OF THE PLANNING BOARD

July 9, 2019

**MEMBERS PRESENT:** Chairman Paul Ritz, Kurt Larson, Nathan Monk, Danny Grundhoefer, Laurie Murphy

**MEMBERS ABSENT:** Ryan Wiggins, Nina Campbell

**STAFF PRESENT:** Leslie Statler, Planner, Greg Harding, Historic Preservation Planner, Heather Lindsay, Assistant City Attorney, Jonathan Bilby, Building Official

**OTHERS PRESENT:** Councilwoman Sherri Myers, Diane Mack, Sarah O'Neill, John Connell, Dottie Dubuisson, Renee Foret, Sam Lundy, John & Jonathan Connell, Steve Geci, Barbara Mayall, Michael Carro, Don Redhead, Tia Queyquep, Ann Hill, Ron Helms, Justin Beck

### AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from May 14, 2019.
- **New Business:**
  1. Preliminary Plat Review – “Whispering Creek” subdivision
  2. Rezoning Request – 3200 BLK Seville Drive
  3. Amendment to Conditional Use Permit – 501 S. Palafox Street (Al Fresco)
  4. Aesthetic Review – 501 S. Palafox Street (Al Fresco)
  5. Review of Gateway Review Board
  6. LDC Amendment – Ice Machines
  7. Comprehensive Plan Amendment – Density Transfer
- Open Forum
- Adjournment

### Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:02 pm with a quorum present and explained the Board procedures to the audience.

### Approval of Meeting Minutes

Ms. Murphy made a motion to approve the May 14, 2019 minutes, seconded by Mr. Larson, and it carried unanimously.

### New Business

#### **Preliminary Plat Review – “Whispering Creek” subdivision**

Chairman Ritz reviewed some of the comments received regarding this project and asked Mr. Geci to address the Board. Mr. Geci advised there were no real issues with the corrections to be made. In the previous phase of the subdivision, they constructed a stormwater pond which would also handle new

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property, and there would be no new stormwater pond added. Water and sewer are available. Deeded access is being provided through the Target shopping center. He has some questions to staff regarding the comments asking for everything to be on one sheet. He also stated there will be two parking spaces per lot, and in most cases three or four.

Ms. Murphy stated she was an active member of the restoration crew for Carpenters Creek located behind the property and noted this plat was heavily forested, and she had several concerns since this property would empty into Carpenters Creek. She asked if they planned to raise the property up since at one point there was a 10' grade difference. She pointed out the stormwater pond for the Whispers subdivision had not worked well and asked how the runoff would be handled for the new development after clearcutting all the trees. Mr. Geci stated there was a tremendous slope from north to south, so they would cut one end and fill the other with retaining walls at each end to grade it out, and it would be difficult to save any trees. Once the site was developed with the inlets and pipes to control it all, there wouldn't be any flow down the bank. He explained currently there was sheet flow into the pond which had caused problems over time. Ms. Murphy pointed out the water did not flow toward the stormwater pond; Mr. Geci advised none of the water would flow onto the adjacent property.

Chairman Ritz clarified that the agenda item was the preliminary plat review which normally did not cover sheet flow, and Mr. Geci's answers were acceptable at this point since the Board had certain criteria for preliminary plat review. While important for the City of Pensacola, in the rules for preliminary review, it might not be an item on which you could accept or reject the plat. Mr. Geci advised they would address all the details with construction plans reviewed by the City and water management district. Ms. Murphy pointed out there were no Conifer trees listed on the tree list; Chairman Ritz explained the City had a list of protected trees, and the trees not listed were not protected. Mr. Geci advised the tree survey was prepared in accordance with the City ordinance, and they would comply with it.

Mr. Monk advised his concern with preliminary reviews involved a lot of steps he would want to know had been taken before any review. Once something was stamped and approved, it became very difficult to stop it down the line. He pointed out there was probably someone living on the property, there were runoff issues, tree issues and community issues. Whenever he was told the issues would be handled down the line, sometimes they never were, and there should be a fix to this portion of the process. Chairman Ritz explained that someone living on the property was a legal issue and not a part of the Board's decision making process. Mr. Geci pointed out this was a preliminary plat and discussed the steps up to the preliminary plat. Beyond this stage, there were construction plans, permits from the City and the utility authority; this stage was not designed to address all the details. Mr. Monk felt the Board had the obligation to ask these questions. Chairman Ritz explained that they needed to balance the questions they asked with what was required by the agenda item as a preliminary plat. Mr. Grundhoefer asked about the development, and Mr. Geci stated it was single-family detached. Ms. Murphy asked how long it would take to develop the 20 homes, and Mr. Connell advised they would begin immediately with construction as soon as the roads were finished. He explained the reason for not going through the Whispers was because they left a parcel which connected to this property which was intended to have an extension of the Whispers in the next phase; through the course of engineering and legalities, that parcel was thrown into the homeowners' association instead of being retained by the developer as owners. He also stated there were two holding ponds in the Whispers, and those holding ponds were to be maintained by the City. He explained no water would flow into the Target parking lot or the existing Whispers location. The new phase would be compatible to the Whispers subdivision. He also pointed out the homeless situation is all over the City of Pensacola and not just in this area. He clarified that they would adhere to any City ordinance or requirement concerning this project.

Ms. O'Neill wanted to know how many protected trees were being removed; she was also concerned with the homeless and the wildlife in this location. She was also concerned that the project was being pushed

through quickly. Chairman Ritz explained according to the LDC, private property owners can clear cut trees by right, and protected trees have been allowed to be removed from residential property. He emphasized the Board was trying to stay with the agenda item, and discussions brought forth deal with other legislative issues which might be addressed by the City Council in a different forum. He clarified the preliminary plat deals with a proper drawing showing the delineation of the properties, roadways, setbacks and other particular features.

Ms. Mack asked if the number of parcels was included in the preliminary plat and was this the maximum of parcels allowed. Ms. Statler advised this was not the maximum the developer could build since this parcel was zoned C-2 with a very dense allowance. Chairman Ritz explained that cumulative zoning means we are allowed to use this zoning and other zoning designations below it such as C-1, and the R designations to determine what can be built there. Ms. Mack suggested since the developer had already seen the value of having fewer lots in the allowed area, given the current real estate market, there was an opportunity to have fewer lots, noting how much retaining trees adds to the value of each parcel and each developed single family home. Regarding climate change, the most effective thing we could do and the least expensive way would be to re-forest the planet.

Mr. Grundhoefer asked if there was another option rather than building retaining walls as a possibility for not building up a site and clear cutting. Mr. Geci stated they had looked at condominiums but decided on the less dense subdivision. Because of the slope of the site, to have building pads that were level, they were limited; they were cutting the north end and filling the south end and then leveling it out.

Ms. Dubuisson cautioned the Board, the developer and the City to stop and look at the ripple effect of every change that this particular development would cause. She pointed out our Mayor emphasized neighborhoods, and the neighbors have made known they do not wish for this activity at the current rate currently being discussed. She explained everything she was hearing was about reversing the natural order and trying to countermand the normal drainage of the property. It was noted the City had acquired responsibility for a privately developed stormwater pond serving the first development. She did not know how they could have anticipated the second development would be covered if they did not even know how many buildings were going in the new development. She suggested the Board table the item until all the questions raised by staff and the public could be addressed. She advised when the Board could slow the process down to answer any questions, she encouraged them to do so.

Councilwoman Meyers addressed the Board with a great concern for this project, and that the existing stormwater pond was the worst she had seen in the City of Pensacola. She explained the erosion was not coming from the land the developer wanted to clear cut but coming straight down the street through the Whispers and eroding it to the point you cannot drive into the pond to maintain it. She stated she had many conversations with Derrik Owens about the maintenance of the pond, and the pond was not sufficient for the Whispers and definitely would not be adequate for any additional impervious surfacing. She pointed out the City had spent a lot of resources trying to rehabilitate this pond. She stated Carpenters Creek was not a whispering creek but has been viewed as a conveyer of stormwater and was not designed for that much stormwater from impervious surfacing. She observed there was tremendous bank erosion along that creek because it was not designed to take on all that water from impervious surfaces. The new development would contribute to not only the demise of the stormwater pond, but would put more water into the creek, resulting in more erosion. She suggested using more pervious surfacing so the water would not enter the stormwater pond. She urged the Board not to approve the item until it had all the facts.

**Mr. Monk made a motion to table the item, seconded by Ms. Murphy. Mr. Grundhoefer suggested the motion include information on what the Board was looking for. He also thought the Board needed more comfort that the stormwater system and the pond could take this development, and if not, return with a less impervious development and keeping the more natural terrain, something the Board could see was a positive statement. Mr. Monk and Ms. Murphy accepted this amendment. Chairman Ritz clarified the**

added information of addressing stormwater during the tabling time. Mr. Monk also understood the motion to include lot size and the possibility of reducing the effect on the environment; Ms. Murphy added green stormwater structure with bio swales and other options available to give the Board more information and more items to look at to make a better decision. Mr. Monk agreed, and the motion carried unanimously.

#### **Rezoning Request – 3200 BLK Seville Drive**

Ms. Statler explained the zoning change would not change the uses permitted, but would simply change the minimum lot size and the front and rear setbacks which would be consistent with the properties to the north.

Mr. Beck presented to the Board and advised the current zoning prevented them from building anything on the property, and it was the only parcel on Bayou Texar with that zoning. He stated they had no intention of selling this lot at this time, and the rezoning would allow them to place a pool house on it. **Mr. Larson made a motion to approve as presented, seconded by Mr. Monk, and it carried unanimously.**

#### **Amendment to Conditional Use Permit – 501 S. Palafox Street (Al Fresco)**

Mr. Sallis presented to the Board and stated he was addressing the ordinance and as a developer and wanted to go through the proper procedures. Mr. Carro had met with the Mayor to talk about the retail for this project which was not currently in the ordinance. Mr. Sallis explained they wanted the Board's support for retail in this development and to obtain approval of the aesthetics. He explained the developer was working with them to create a cover for the airstreams to shelter them from weather events so they could have successful businesses year round. He stated the idea was to have an old building which looked like Al Fresco was added later; he hoped the current rendering had the bones of a warehouse which housed the outdoor retail market. He stated Mr. Bilby informed him there still might be issues because of the flood design manuals for the City. He confirmed the property was clearly in a flood zone, and to build, they would have to comply with flood management. They would need to completely elevate the site and build it up to around 4.5' with a 40' ramp and steps, which was a cost not worth pursuing. The other method was to use FEMA standards for flood proof construction - a wall around the development to withhold water for several hours - which was not a sensible effort in construction. He explained they wanted to leave the airstreams as they are; the documents provided illustrated mobile restaurant units made from shipping containers, but they were no longer going to pursue that. They preferred to leave the airstreams where they were, moving one of the airstreams to allow an open flow underneath the proposed covering. They would be anchored in the same method of a mobile home, but this was no longer acceptable according to Mr. Bilby. He asked that they be allowed to keep the airstreams as they are but move one of them and anchor it in the similar method the others have been in the past and construct the overhead structure.

Chairman Ritz stated in the intervening years of the original airstream decision, he had heard both pros and cons especially as it related to what is considered a prominent corner in Pensacola. He explained the bank across the street had to build up because of the flood zone. He personally had received more negative comments than positive on the airstreams. He did like the current aesthetic presentation because it fit in the "building that has been there" mentality. He referred to the conditional use permit issue and the aesthetic review as being two separate agenda items.

Mr. Grundhoefer confirmed moving the one airstream was the main issue. Mr. Sallis explained the Board was first tasked to allow retail as a part of the ordinance and discussed the methods of anchoring; they were hoping to use the helical design for the mobile units. Mr. Grundhoefer appreciated the new design and stated he would support it and thought retail was appropriate in this situation. Mr. Bilby explained the flood ordinance gave two conditions in new construction to either to elevate 3' or to anchor to resist flood loads and to flood proof. He was not sure why the existing airstreams were allowed the way there were, but the

existing ordinance would not allow them to be placed in that manner. Recreational vehicles are covered but only up to 180 days before they must be removed. He loved this concept and explained the helical anchors were fine but they would need to flood proof up to that 3' elevation above base flood elevation along with the anchor. They could flood proof each individual shipping container, anchor them, and the development would go through with no problem. He clarified the basic flood regulations were out of the National Flood Insurance Program adopted by Pensacola. Mr. Monk felt Al Fresco helped to develop downtown to what it currently is and wanted to find a way to be safe and to find an answer.

Chairman Ritz advised with the conditional use, he did not have a problem with retail, and this project brings life and a higher people count through more hours of the day. Ms. Statler explained this conditional use had changed today, and staff had just been made aware of it at the same time the Board was made aware. In discussions with Legal and the Planning Director, it was not something that could be voted on today. She advised the site plan had changed, and basically the conditional use packet that would move forward was not what was in front of the Board. Mr. Sallis voiced his frustration since there is now not a change to the site plan. Chairman Ritz clarified that the current packet was not advertised and the site plan would be different from the one the citizens of Pensacola had seen. Mr. Grundhoefer felt the conditional use didn't have to do with the way the site was configured. Ms. Statler further explained the conditional use itself is site specific and deals with the orientation of the structures on the site, and the aesthetics would be considered under Item 4. Mr. Monk asked if the Board could not approve the language of the containers themselves but the option for retail, and Ms. Statler stated that was acceptable. Chairman Ritz pointed out with other business owners having high stakes in the game, public notice needed to be considered. Mr. Sallis stated their May submittal was not in time for the Board's consideration and was then delayed, and they missed June because of the proper advertising. Mr. Carro stated they did not miss June, and the Board had expected to see them in June; the City did not perform the proper notification, even as they were making the changes the Board requested. Mr. Sallis explained the flood comments were received in the last week regarding the current submittal and was the reason for the changes to keep what they currently have and cover it.

Ms. Statler clarified the application deadline for conditional use is 30 days and not 21; when this project was initially submitted for May, staff did not have a full, complete packet 30 days prior to the meeting. Staff agreed to let it come forward as a discussion item. This item was submitted in a timely manner with the conditional use application with all specifications and met the deadline for this meeting. The procedures for a conditional use are different and based on a development plan submitted with the application. The reason the Board could not vote on this was because the development plan submitted with the application had changed; it doesn't matter if it was a minor or a major change. Relative to the flood proofing, there was a Development Review meeting attended by Mr. Carro where that requirement was fully discussed several months ago.

Chairman Ritz pointed out he had no problem with retail, but the language in the conditional use application had changed and was in line with the advice of Legal and staff. He was hesitant to tell one applicant they have to provide above and beyond for their one item and then with a little bit more of a cavalier attitude allow a change that someone may complain to City Council that they didn't see. Ms. Statler advised the Board should postpone to a date certain and staff would expect revisions to present to the Board in August. She stated the 30-day deadline would be this Friday, with the actual Planning Board deadline on July 23 for the August 13 meeting. Mr. Sallis stated they would submit plans by this Friday showing the existing airstreams remaining, with the anchoring details worked out with Mr. Bilby for the building code requirements. Ms. Statler advised the Board could proceed with the review of the aesthetic and provide comments on design to allow them to move forward. Chairman Ritz offered the Board should table until the August meeting.

**Mr. Larson made a motion to table Item 3, seconded by Ms. Murphy, and it carried unanimously.**



#### **Aesthetic Review – 501 S. Palafox Street (Al Fresco)**

Mr. Sallis appreciated the support of the Board and appreciated staff working with them on the very specific and detailed conditional use ordinance, and the current design was intentional to create the plaza called for in the ordinance. Mr. Carro stated he had four to six tenants who are affected by the weather. Since he cannot charge additional rent, he could prevent turnover in giving them more hours and more days in which to operate. He was also more pleased with the wood design.

Ms. Mack stated the most charming feature of Al Fresco is that it is open air and open light. She would like to see the light coming through perhaps through a green roof. Mr. Carro did not disagree; however, the entrance would be open air with four palm trees, and at least three sides would be open air with natural light. Mr. Sallis stated there were two cupolas on the roof to allow for good airflow and light which were designed to create interest in the structure. Chairman Ritz agreed this was a better approach for the roof, and Mr. Monk also liked the design which gives reprieve in the hot and cold temperatures. Adding the retail was important since he felt it would become a hub of activity. Ms. Murphy understood the importance of tenant turnover and thought the design was a great idea to help retain the businesses there. Mr. Larson stated it reminded him of the old warehouse district and appreciated the effort in design changes. Mr. Grundhoefer asked if approved, would the design go to Council before the conditional use, and Ms. Statler explained it would not. **Mr. Grundhoefer made a motion to approve the aesthetic design, seconded by Mr. Larson, and it carried unanimously.**

#### **Review of Gateway Review Board (to eliminate the Gateway Review Board)**

Chairman Ritz explained if approved, this would place slightly more work on the Planning Board for items in the Gateway Review Board purview. Ms. Statler explained signage is now handled through an abbreviated review process and would not be reviewed by the Board unless the chairman determined it should be. Mr. Grundhoefer asked why this Board and not the ARB. Ms. Statler clarified that ARB covers the historic areas, and Planning Board does have purview over aesthetics. The Gateway Redevelopment District is under the same section as the Waterfront Redevelopment District, which is under the Planning Board purview. Mr. Larson stated with the new bridge and waterfront development, there would be some changes which will demand review. **Mr. Larson made a motion to approve because its well within the scope of what the City has asked us to do, seconded by Mr. Monk, and it carried unanimously.**

#### **LDC Amendment – Ice Machines**

Chairman Ritz advised the issue was with the aesthetics and appearance of the vending machines. Ms. Dubuisson pointed out this was not only a vending machine issue but a traffic-originating and noise issue and has an impact on everything around it not only in aesthetics but in an access point of view – not just how it looks but how it functions. Mr. Grundhoefer clarified what they are tasked with is not whether you can put these ugly boxes in a parking lot; it has to do with can we change it to make it uglier. Mr. Monk agreed this was a bad idea, and the few he did see around town were unattractive and problematic in a lot of ways and did not see any reason to vote for this. Ms. Murphy noted the request was included screening rooftop mechanical equipment with lattice and allowing advertising on the sides. Mr. Grundhoefer asked who sponsored the item, and Ms. Statler stated it was a request presented to the Mayor's office. **Mr. Larson made a motion to deny, seconded by Mr. Monk, and it carried unanimously.**

#### **Comprehensive Plan Amendment – Density Transfer**

Ms. Statler advised that like density bonuses, density transfers will be required to be approved by the Planning Board and not at a staff level. The review process was not as technical as for the platting process where you have a staff review with comments issued. Chairman Ritz offered that the language presented

was far less restrictive than with some items with a checklist. Ms. Statler explained if this was approved for the Comprehensive Plan, they would come back and draft the conditions and procedures to obtain the transfer. Ms. Murphy asked how long the units stayed affordable. Chairman Ritz advised with the language not written, that was to be determined. Mr. Monk stated most affordable housing was done through granting, and almost all of them have a 30-year retention period; if it was set at 20 or 30 years, it would meet the national standard. Chairman Ritz pointed out there are legal requirements if a developer chooses to go affordable, depending on which funding sources are followed. If we, as the Board, believe the City should develop rules and regulations for density transfers, we would vote they should; the language would then be crafted and approved. If the Board did not think the City should pursue density transfers, the language would not be developed. Ms. Murphy had a problem with gentrification of neighborhoods. Ms. Statler explained this was step one to get this into the Comprehensive Plan in order to move forward. Step two would be to return to the Board to get the language into the LDC; staff would draft the language, and the Board would make modifications. Chairman Ritz stated the Board had conducted workshops outside of the Board's meetings to work on the specific language. Ms. Murphy agreed public input would be beneficial. Chairman Ritz explained the language could be drafted, but it was controlled by the Florida legislature. Ms. Murphy asked if the City received financial incentives for these bonuses or transfers, and Chairman Ritz advised that would be illegal. Ms. Murphy wanted to know what the incentive was, and Ms. Statler stated there had been some discussions in general regarding the fact that if someone had common ownership of a property, they could transfer density from one lot they were not going to develop to a maximum density onto to their other lot which would have more density. Other municipalities have both bonuses and density transfers, but Pensacola does not. She pointed out we deal with developers who come in and have a vision of what they want to do, and sometimes the zoning district does not allow for the density they need, so something like this could help those developers in that they would not have to go through a rezoning which might be contentious. She clarified they were not changing the land use but allowing for more density with the understanding there was a tradeoff. The language has been drafted as and/or – redevelopment and/or affordable housing. She explained there might be an environmental issue where the property is deemed wasteland, but they have density, and another piece of property might be suitable for more development with something with more density. **Ms. Murphy made a motion to approve, seconded by Mr. Grundhoefer, and it carried unanimously.**

**Open Forum** – Ms. Dubuisson thanked the Board for their service and encouraged them to be conscious of every step taken to move something farther and the end game; the good reasoning the Board had may not be present in the later steps.

Mr. Monk advised he had rescinded his application to serve on the Board because of time restraints. He would not be able to attend at the rate necessary. He felt the Board had accomplished a lot and he had enjoyed the process; however, this was the right decision for him. The Board appreciated his service and wished him well.

The Board then commended Ms. Statler on her assistance in the meeting. It was noted Ms. Campbell had resigned, and the Board would need another Planning Board member sitting on the ARB.

**Adjournment** – With no further business, Chairman Ritz adjourned the meeting at 4:19 pm.

Respectfully Submitted,



Leslie Statler

Secretary to the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 37-20

City Council

8/13/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 37-20, CLOSING, ABANDONING AND VACATING A UTILITY EASEMENT ALONG A VACATED PORTION OF BAY BOULEVARD

**RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 37-20 on second reading:

AN ORDINANCE CLOSING, ABANDONING AND VACATING A UTILITY EASEMENT ALONG A VACATED PORTION OF BAY BOULEVARD IN PENSACOLA, ESCAMBA COUNTY, STATE OF FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In June of 1988 City Council approved Ordinance No. 25-88 abandoning and vacating certain portions of Bay Boulevard, while maintaining a utility easement for itself and other utility providers.

The resident at 1010 Bay Blvd has requested that the City and other utility providers abandon that portion of the utility easement related to their property. The City as well as the other utility providers have agreed to this abandonment, seeing no need to retain the easement.

This ordinance serves to close, abandon and vacate a utility easement along a vacated portion of Bay Boulevard. Recorded release of easements have been obtained from ECUA and Gulf Power and Pensacola Energy is in the process of recording their release.

Since this is an administrative action, there was no need to go back in front of the Planning Board.

**PRIOR ACTION:**

June 30, 1988 - City Council passed Ordinance No. 25-88

July 16, 2020 - The City Council voted to approve Proposed Ordinance No. 37-20 on first reading.

1707

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive  
Sherry Morris, Planning Services Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 37-20 -1010 Bay Blvd
- 2) ECUA Inman Termination of Easement - 1010 Bay Blvd 5-20-20
- 3) Gulf Power Recorded Doc 5-4-2020 Release of easement Lots 9-12 Block 66...

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 37-20

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE CLOSING, ABANDONING AND  
VACATING A UTILITY EASEMENT ALONG A VACATED  
PORTION OF BAY BOULEVARD IN PENSACOLA,  
ESCAMBIA COUNTY, STATE OF FLORIDA; PROVIDING  
FOR SEVERABILITY; REPEALING CLAUSE; AND  
PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 25-88 was adopted on June 30, 1988, closing, abandoning, and vacating portions of Bay Boulevard; and

WHEREAS, within Ordinance No. 25-88, the City maintained a full-width utility easement for the entire portion of the Bay Boulevard right-of-way for the purpose of locating and maintaining public utilities; and

WHEREAS, on May 20, 2020, the Emerald Coast Utilities Authority, f/k/a Escambia County Utilities Authority, recorded a Termination of Easement in the official records book 8298, page 1863 of the public records of Escambia County, Florida; and

WHEREAS, on May 4, 2020, Gulf Power recorded an Easement Release in the official records book 8290, page 108 of the public records of Escambia County, Florida; and

WHEREAS, the City and Pensacola Energy desire to abandon a portion of said easement; and

WHEREAS, the vacation of a portion of the said utility easement, hereinafter described, will contribute to the general welfare of the City of Pensacola in that said utility easement is no longer needed; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. That the following described portion of the utility easement in Pensacola, Escambia County, Florida is hereby closed, discontinued, vacated and

forever abandoned by the City of Pensacola as a utility easement and the rights to use the area as a utility easement are hereby terminated, extinguished, and cancelled:

That vacated portion of Bay Blvd laying East of Lots 9, 10, 11 & 12, Block 66, East Pensacola Heights as vacated in Ordinance 25-88, as recorded in the public records of the City of Pensacola, Escambia County, Florida.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

All of that portion of said Bay Boulevard, as described above, that lies South of its intersection with East Blount Street and that lies North of the extension East of the South line of Lot 9, Block 66 of said East Pensacola Heights to the Westerly right of way of the CSX Railroad (100' R/W) in the City of Pensacola, Florida.

SECTION 2. That the City of Pensacola does hereby abandon all claim of right in said property, including the aforementioned utility easement, and it shall remain and be the property of the abutting property owner.

SECTION 3. That all remaining portions of the utility easement referenced in Ordinance No. 25-88 remain reserved for the City of Pensacola and utility providers, their successors and assigns, as described in Ordinance No. 25-88.

SECTION 4. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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

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

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

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

Attest:

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

Prepared by:  
Robert O. Beasley  
Litvak Beasley Wilson & Ball, LLP  
40 Palafox Place, Suite 300  
Pensacola, FL 32502

**TERMINATION OF EASEMENT**

THIS TERMINATION OF EASEMENT is made and entered into this 19<sup>th</sup> day of May, 2020, by and between Emerald Coast Utilities Authority ("ECUA"), and James E. Inman and Mary W. Inman, individually, and as Trustees under the Revocable Living Trust Agreement of James E. Inman, dated December 3, 2007, and as Trustees under the Revocable Living Trust Agreement of Mary W. Inman, dated December 3, 2007, ("Inman").

**WITNESSETH:**

WHEREAS, Inman are the owners of the property described in the **Exhibit A** attached hereto (the "Inman Property"); and

WHEREAS, ECUA currently has easement rights to the entirety of the former right-of-way of Bay Boulevard, generally located fronting Pensacola Bay between Blount Street and Perry Avenue. Per City Ordinance 25-88, passed in 1988, that right-of-way was vacated by the City of Pensacola. ECUA, among other entities, Easement rights for the purposes of locating and maintaining public utilities (the "Easement"); and

WHEREAS, Inman contacted ECUA and has requested that ECUA abandon its rights in the retained easement within the limits of the Inman Property; and

WHEREAS, ECUA Staff have determined that the portion of the Easement that resides within the limits of the Inman Property does not contain any ECUA infrastructure. Additionally, it is unlikely that ECUA would install any infrastructure in the future, as this area is currently already being fully served by water and sewer facilities located in the adjacent rights-of-way

WHEREAS, the parties desire that ECUA terminate its rights to a portion of the Easement that lies within the Inman Property, which is more particularly described in **Exhibit B** attached hereto (the "Terminated Portion of the Easement").

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Adoption of Recitals. The recitals set forth above are hereby acknowledged and affirmed as true, accurate and correct and are hereby incorporated herein.

2. Termination of Easement. ECUA and Inman hereby agree that any all rights of ECUA to the Terminated Portion of the Easement are hereby terminated, extinguished, and cancelled.

3. Counterparts. This Agreement and any amendments hereto may be executed in counterparts, each of which shall be deemed an original and such counterparts shall constitute but one and the same instrument.

4. Binding Effects. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

*(end of text – signature pages to follow)*



IN WITNESS WHEREOF, ECUA has executed these presents on the 19<sup>th</sup> day of May, 2020.

Signed, sealed and delivered  
in the presence of:

EMERALD COAST UTILITIES AUTHORITY

Timothy M. Haag  
Print Name TIMOTHY M. HAAG

Nathalie R. Bowers  
Print Name NATHALIE R. BOWERS

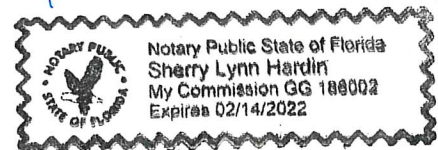
J. Bruce Woody  
By: J. Bruce Woody  
Its: EXECUTIVE DIRECTOR

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May, 2020, by J. Bruce Woody, as Executive Director of Emerald Coast Utilities Authority.

Sherry Lynn Hardin  
NOTARY PUBLIC  
Print Name: Sherry Lynn Hardin

☒ Personally Known  
OR  
☐ Produced Identification  
Type of Identification Produced \_\_\_\_\_



IN WITNESS WHEREOF, James E. Inman has executed these presents on the 11<sup>th</sup> day of May, 2020.

James E. Inman

James E. Inman, individually and as Trustee under the Revocable Living Trust Agreement of James E. Inman, dated December 3, 2007, and as Trustee under the Revocable Living Trust Agreement of Mary W. Inman dated December 3, 2007

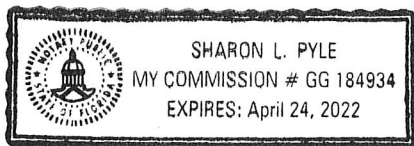
Witnesses:

Anna Marie Usby  
Print Name ANNA MARIE USBY

Trish Foxworth  
Print Name TRISH FOXWORTH

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of May, 2020, by James E. Inman, individually and as Trustee under the Revocable Living Trust Agreement of James E. Inman, dated December 3, 2007, and as Trustee under the Revocable Living Trust Agreement of Mary W. Inman dated December 3, 2007.



Sharon L. Pyle  
NOTARY PUBLIC  
Print Name: Sharon L. Pyle

X Personally Known  
OR  
Produced Identification  
Type of Identification Produced \_\_\_\_\_

IN WITNESS WHEREOF, Mary W. Inman has executed these presents on the 11<sup>th</sup>  
day of May, 2020.

Mary W. Inman

Mary W. Inman, individually and as Trustee  
under the Revocable Living Trust Agreement of  
Mary W. Inman, dated December 3, 2007, and  
as Trustee under the Revocable Living Trust  
Agreement of James E. Inman dated December  
3, 2007

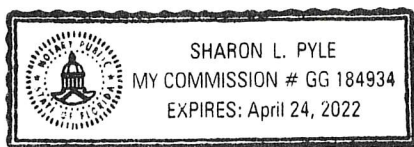
Witnesses:

Anna Marie Usley  
Print Name ANNA MARIE USLEY

Trish Foxworth  
Print Name TRISH FOXWORTH

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of  
May, 2020, by Mary W. Inman, individually and as Trustee under the Revocable  
Living Trust Agreement of Mary W. Inman, dated December 3, 2007, and as Trustee under the  
Revocable Living Trust Agreement of James E. Inman dated December 3, 2007.



Sharon L. Pyle

NOTARY PUBLIC

Print Name: Sharon L. Pyle

☒ Personally Known  
OR  
☐ Produced Identification  
Type of Identification Produced \_\_\_\_\_

## EXHIBIT "A" PROPERTY

### PARCEL I

Commence at the Northwest corner of Block 66, East Pensacola, according to a map of East Pensacola drawn by J. E. Kauser, C.E., in 1893, and recorded in Deed Book 77 at page 520 of the public records of Escambia County, Florida; thence Easterly along the North line of said Block 66 for a distance of 177.1 feet to the point at which a fence intersects the said North line, said point being the point of beginning; thence continue Easterly along the said North line of said Block 66 and extensions thereof a distance of 264 feet, more or less, to an old fence located along the bluff line; thence Southerly deflecting 104 degrees 02 minutes to the right along the said old fence located along the bluff line for a distance of 104 feet, more or less, to the point at which an Easterly extension of the South line of Lot 9 of said Block 66 intersects the said fence line; thence Westerly deflecting 75 degrees 44 minutes to the right along the said South line of Lot 9 and extensions thereof for a distance of 238.6 feet to the point at which a fence intersects the Westerly extension of said South line; thence Northerly deflecting 90 degrees to the right along a fence for a distance of 100 feet to the point of beginning; said property lying and being in Section 5, Township 2 South, Range 29 West, City of Pensacola, Escambia County, Florida; it being the intention thereof to include in the above described property all of Lots 9, 10, 11, and 12 of said Block 66, East Pensacola and all property lying Westerly of said lots between the Westerly extension of the North line of said Lot 12 and the Westerly extension of the South line of said Lot 9 to an existing fence and all of the property lying Easterly of said lots between the Easterly extension of the North line of said Lot 12 and the Easterly extension of the South line of said Lot 9 to an existing fence along the old bluff line.

Together with all of Grantors' right, title and interest in the following described property which is substantially identical with the legal description of Parcel I, to wit:

### PARCEL II

Lots 9, 10, 11 and 12 block 66 East Pensacola Heights and the East half of the 20 foot wide alley fronting on the Westerly boundary lines of said Lots 9, 10, 11 & 12 Block 66 East Pensacola Heights, according to map recorded in Deed Book 77 at Page 520, of the public records of Escambia County, Florida, said alley having been vacated by the City of Pensacola and that vacated portion of Bay Blvd lying East of Lots 9, 10, 11 & 12 Block 66 East Pensacola Heights as vacated in Order 25-88, as recorded in the public records of the City of Pensacola, Escambia County, Florida.

#### MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at a capped iron rod located at the intersection of the East right of way line of Scenic Highway and the North line of Block 66 East Pensacola Heights plat as recorded in Deed Book 77 at Page 520 in the public records of Escambia County, Florida also being the south right of way line of East Blount Street (60' r/w); thence go South 83 degrees 44 minutes 25 seconds East along said South right of way line of East Blount Street for a distance of 184.95 feet to the point of beginning; thence continue South 83 degrees 44 minutes 25 seconds East for a distance of 267.17 feet to the Westerly right of way line of the CSX Railroad (100 foot r/w) thence go South 19 degrees 58 minutes 03 seconds West along said railroad right of way for a distance of 102.92 feet; thence go North 83 degrees 44 minutes 25 seconds West along an extension of the South line of Lot 9 of said East Pensacola Heights for a distance of 257.91 feet to a point on the centerline intersection of a 20 foot alley as shown on said plat; thence go North 14 degrees 51 minutes 17 seconds East along the centerline of said alley for a distance of 101.14 feet to the point of beginning.

## EXHIBIT "B"

Section 4 of that certain Ordinance No 25-88 of the City of Pensacola, Florida passed June 30, 1988 and recorded in the public records of Escambia County, Florida with respect to the following described portion of Bay Boulevard as reflected on the face of the map of East Pensacola Subdivision, a/k/a East Pensacola Heights according to drawing rerecorded in Deed Book 77 at Page 520 of the public records of Escambia County, Florida to wit:

All of that portion of said Bay Boulevard, as described above, that lies South of its intersection with East Blount Street and that lies North of the extension East of the South line of Lot 9, Block 66 of said East Pensacola Heights to the Westerly right of way of the CSX Railroad (100' R/W) in the City of Pensacola, Florida (Herein "Released Portion of Bay Boulevard").

Any and all easement and easement rights with respect to the "Released Portion of Bay Boulevard" as described herein above that may have ever been created by or authorized by any franchise or ordinance of the City of Pensacola, Escambia County, Florida.

E-RECORDED

simplifile

Prepared by:  
Robert O. Beasley  
Litvak Beasley Wilson & Ball, LLP  
40 Palafox Place, Suite 300  
Pensacola, FL 32502

ID: 6R 8298 P Rde3  
County: Escambia  
Date: 5/20/2020 Time: 3:13 pm

### TERMINATION OF EASEMENT

THIS TERMINATION OF EASEMENT is made and entered into this 19<sup>th</sup> day of May, 2020, by and between Emerald Coast Utilities Authority ("ECUA"), and James E. Inman and Mary W. Inman, individually, and as Trustees under the Revocable Living Trust Agreement of James E. Inman, dated December 3, 2007, and as Trustees under the Revocable Living Trust Agreement of Mary W. Inman, dated December 3, 2007, ("Inman").

### WITNESSETH:

WHEREAS, Inman are the owners of the property described in the **Exhibit A** attached hereto (the "Inman Property"); and

WHEREAS, ECUA currently has easement rights to the entirety of the former right-of-way of Bay Boulevard, generally located fronting Pensacola Bay between Blount Street and Perry Avenue. Per City Ordinance 25-88, passed in 1988, that right-of-way was vacated by the City of Pensacola. ECUA, among other entities, Easement rights for the purposes of locating and maintaining public utilities (the "Easement"); and

WHEREAS, Inman contacted ECUA and has requested that ECUA abandon its rights in the retained easement within the limits of the Inman Property; and

WHEREAS, ECUA Staff have determined that the portion of the Easement that resides within the limits of the Inman Property does not contain any ECUA infrastructure. Additionally, it is unlikely that ECUA would install any infrastructure in the future, as this area is currently already being fully served by water and sewer facilities located in the adjacent rights-of-way

WHEREAS, the parties desire that ECUA terminate its rights to a portion of the Easement that lies within the Inman Property, which is more particularly described in **Exhibit B** attached hereto (the "Terminated Portion of the Easement").

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Adoption of Recitals. The recitals set forth above are hereby acknowledged and affirmed as true, accurate and correct and are hereby incorporated herein.





**Gulf Power**

This Legal Document  
Prepared by William Maudlin  
Gulf Power Company  
One Energy Place  
Pensacola, Florida 32520-0093

**EASEMENT RELEASE**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS that Gulf Power Company, a Florida corporation, whose address is One Energy Place, Pensacola, Florida 32520-0093, for and in consideration of the sum of One-Hundred and Fifty Dollars and 00/100 Dollars (\$150.00) and other good and valuable considerations does hereby remise, release and quitclaim unto the current owner of the underlying fee simple estate, their heirs, executors, administrators and assigns, forever, the easement rights, title and interest reserved for its benefit in Section 4 of that certain Ordinance No 25-88 of the City of Pensacola, Florida passed June 30, 1988 and recorded in the public records of Escambia County, Florida with respect to the following described portion of Bay Boulevard as reflected on the face of the map of East Pensacola Subdivision, a/k/a East Pensacola Heights according to drawing recorded in Deed Book 77 at Page 520 of the public records of Escambia County, Florida to wit:

All of that portion of said Bay Boulevard, as described above, that lies South of its intersection with East Blount Street and that lies North of the extension East of the South line of Lot 9, Block 66 of said East Pensacola Heights to the Westerly right of way of the CSX Railroad (100' R/W) in the City of Pensacola, Florida (Herein "Released Portion of Bay Boulevard")

Any and all easement and easement rights with respect to the "Released Portion of Bay Boulevard" as described herein above that may have ever been created by or authorized by any franchise or ordinance of the City of Pensacola, Escambia County, Florida.

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

IN TESTIMONY WHEREOF Gulf Power Company has caused its duly authorized officers to execute this instrument for it and as its act and deed, this 2nd day of April, 2020.

GULF POWER COMPANY

By: William Maudlin

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of April, 2020 by Bill Maudlin, as Land Manager on behalf of Gulf Power Company, a Florida corporation, who is/are personally known to me or [ ] who has/have produced \_\_\_\_\_ as identification or by means of [ ] physical presence or [ ] online notarization, and who did/did not take an oath.

NOTARY PUBLIC

Alethia S Toomer

STAMP



Alethia S Toomer  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG121338  
Expires 7/5/2021



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00420

City Council

8/13/2020

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### **DISCUSSION ITEM**

#### **SUBJECT:**

QUARTERLY FINANCIAL REPORT - NINE MONTHS ENDING JUNE 30, 2020 (UNAUDITED) -  
FINANCE DIRECTOR AMY LOVOY

#### **ATTACHMENTS:**

- 1) Financial Report - Nine Months Ending June 30, 2020 (Unaudited)
- 2) Financial Report Presentation - Nine Months Ending June 30, 2020 (Unaudited)

**PRESENTATION:** Yes



## FINANCIAL REPORT NINE MONTHS ENDING JUNE 30, 2020

***These statements are unaudited and are not the official financial statements of the City but rather are a review of the progress to date each quarter as it relates to the budget. The official financial statements of the City are included in the Comprehensive Annual Financial Report (CAFR) and will be presented to the City Council in the first quarter of each calendar year following the end of each fiscal year (September 30th).***

Attached are financial schedules setting forth the status of the major General Government, Special Revenue, Capital Projects and Proprietary Funds for the City of Pensacola for the nine months ended June 30, 2020. The financial schedules compare actual results for the nine-month period against the City's budget and against comparable percentages of a year ago. Such comparisons are useful in projecting potential problem areas, allowing management to take early corrective action. The City's debt service and investment schedules are also attached for Council's review.

As previously reported to Council in the second quarter, the COVID- 19 Pandemic continues to have a negative effect on the economy. Ad Valorem revenues continue to show growth, while other revenues have decreased from prior fiscal year. Particularly, within the Half-Cent Sales Tax, the Local Option Sales Tax, and the Local Option Gasoline Tax revenues due to less spending by consumers and less driving due to people working via telecommuting and COVID related changes in business operations. Additionally, due to significant reductions in revenues, the Airport O&M Budget was reduced by approximately \$3 million and deferred some planned projects. Staff will continue to monitor and adjust expenses as necessary. A Supplemental Budget Resolution may be brought before City Council in the future to address significant reductions that might occur, if necessary. Expenditures in total are in line with budgeted projections. Significant variances from the current approved budget are noted in the individual fund narrative below. Both revenues and expenditures continue to be closely monitored to assure a balanced budget. Expenditures in total are in line with budgeted projections. Significant variances from the current approved budget are noted in the individual fund narrative below.

The Investment Section of this financial report provides a comparison of interest rates for FY 2019 to FY 2020. By fiscal year end, Interest Income in the various funds is not anticipated to meet budget due to lower than anticipated interest rates resulting from the COVID-19 Pandemic.

The Legal Services and Fees of this financial report provides a listing of legal services and fees paid through the third quarter of FY 2020.

Contracts and Expenditures over \$25,000 approved by the Mayor have been included in this report with the changing of how the monthly information is being provided to City Council.

The Tree Planting Trust Fund Schedule in this financial report provides the revenues received through the third quarter of FY 2020 along with the address of the

property, the district the property is within, the amount received and the reason for the removal of the tree.

### **General Fund:**

In total, General Fund revenues exceeded budget for the third quarter. However, as mentioned in previous quarterly reports, this is mainly attributed to Property Tax, Local Business Tax and the transfer in from Pensacola Energy. The majority of these revenues have been received for the fiscal year. Through the third quarter total Franchise Fees and Public Service Tax revenues exceeded budget by \$136,000 or 1.29%. Half-Cent Sales Tax revenues were below budget by \$246,800 or 7.26%, the Communication Services Tax exceed budget by \$76,800 or 3.78%, and Municipal Revenue Sharing revenues were below budget by \$7,800 or 0.45%.

Until the end of the COVID-19 Pandemic, it is not known whether revenues will meet budget by fiscal year end. Staff will continue to monitor revenue and expenditures. Should adjustments be necessary, a Supplemental Budget Resolution will be brought before City Council to ensure a balanced budget.

Special Permits within Planning Services have exceeded budget by fiscal year with the reassignment of the zoning plan review from Inspections Services to Planning Services.

Previously it was mentioned that Parks and Recreation was working on a new methodology to collect Boat Launch Fees. However, that has been delayed and is not anticipated to be implemented until January 1, 2021. Additionally, with the COVID-19 Pandemic, no tickets are being written at the boat launches in an effort to slow the spread of the virus. Annual passes are being issued, however revenue for Boat Launch Fees are not anticipated to meet budget by fiscal year end.

The revenues collected from the Escambia School Board for the School Resources Officer's program will also not meet budget by fiscal year end. With the closure of the schools due to the COVID-19 Pandemic, those officers have been reassigned to other areas.

The transfer from the General Fund to the Stormwater Capital Projects Fund appears to be within budget. Since the Stormwater Utility Fee is on the Property Tax bill, the receipts coincide with the Property Tax Revenues.

Expenditures in total were within budget through the third quarter. All General Fund capital equipment has been funded in the Local Option Sales Tax Series IV, therefore the only savings that can be realized are in operating and personal services.

### **Tree Planting Trust Fund**

The Tree Planting Trust Fund revenue and expenditures are recorded in the General Fund. Through the third quarter, the "Tree Planting Trust Fund" account contributions plus interest income equaled \$33,500 and there were no expenditures or encumbrances.

At the November 14, 2019 City Council Meeting, a resolution was adopted by City Council to appropriate \$100,000 within the Tree Planting Trust Fund for the implementation of the Tree Planting and Management Plan.

The unencumbered balance in the “Tree Planting Trust Fund” at the end of the third quarter was \$528,974.

#### **Park Purchases Trust Fund**

The Park Purchases Fund revenue and expenditures are recorded in the General Fund. Through the third quarter the “Park Purchases Fund” account contributions and interest income equaled \$1,300 and there were no expenditures or encumbrances.

The unencumbered balance in the “Park Purchases Fund” at the end of the third quarter was \$110,479.

#### **Housing Initiatives Fund/Inner City Housing Initiatives Fund**

The Housing Initiatives Fund is dedicated to receive specified funds to supplement existing and future adopted Housing Program Initiatives. This initiative moves City-owned surplus properties back into productive use through the development and sale of surplus properties. The proceeds from those sales can be dedicated to expanding existing homeowner assistance programs. These funds have been recorded in the General Fund as the “Housing Initiatives Fund”.

Through the third quarter of FY 2020 the “Housing Initiatives Fund” account contributions and interest equaled \$600 and the expenditures totaled \$9,300. The total balance in the “Housing Initiatives Fund” at the end of the third quarter was \$43,070.

The “Inner City Housing Initiatives Fund” account contributions and interest income equaled \$5,300 and there were no expenditures during the third quarter of FY 2020. The total balance in the “Inner City Housing Initiatives Fund” at the end of the third quarter was \$454,590.

#### **Local Option Gasoline Tax Fund:**

Local Option Gasoline Tax revenues were \$10,100 or 1.17% below the budgeted levels through the third quarter of FY 2020. As previously mentioned, with the closure of businesses and workers telecommuting, there are less drivers on the road meaning less gasoline being purchased. The Local Option Gasoline Tax is based on the number of gallons sold. Therefore, Local Option Gasoline Tax revenues may not meet budget by fiscal year end.

Fund expenditures will not exceed revenues for the fiscal year. Adjustments may be necessary by fiscal year end.

### **Stormwater Utility Fund:**

Total utility fee revenue of \$2,731,500 represents 99.77% of budgeted revenue for the fiscal year.

Fund expenditures are consistent with budget for the third quarter.

### **Municipal Golf Course Fund:**

Golf Course expenditures (including total City sponsored pension costs) exceeded revenues by \$128,400 before the General Fund subsidy of \$187,500 through the third quarter. When compared to FY 2019, revenue for this fiscal year exceeds prior year revenues by \$52,800 through the third quarter. This increase in revenues is mainly due to the good weather and essential services provided at Osceola during the COVID-19 Pandemic.

Through the third quarter of FY 2019, 15,089 rounds were played with 4,060 driving range usage. This fiscal year 16,101 rounds were played with 4,771 driving range usage, an increase of 1,012 rounds and an increase of 771 driving range usage. Staff continues to advertise the golf course through local media outlets as well as keeping the golf course's website updated. Staff also continues to monitor revenues and implement various marketing strategies as appropriate.

Concession payments from Fusion Grill, Inc. are current through the third quarter of FY 2020.

Expenditures at the Golf Course are consistent with the adopted FY 2020 budget.

### **Inspection Services Fund:**

In total, revenues exceeded expenditures (including total City sponsored pension costs) by \$32,700. When compared to FY 2019, revenue for this fiscal year were below prior revenues through the third quarter by \$35,300. Although the residential construction economy is still strong, the slight downturn in revenue may be attributed to the COVID-19 Pandemic, which has resulted in less overall commercial construction projects than FY 2019. Revenues are anticipated to meet budget by fiscal year end.

Expenditures for Inspection Services were consistent with budget.

### **Roger Scott Tennis Center:**

The City has a three-year contract effective January 1, 2018 with Gulf Coast Tennis Group, LLC for the operation and management of the Roger Scott Tennis Center. As part of the contract, the City receives a minimum annual guaranteed revenue of \$125,000, which is estimated to fund the City's cost of operations. Through the third quarter, revenues exceeded expenditures by \$32,300. When compared to FY 2019, revenue for this fiscal year is \$2,400 below prior revenues through the third quarter. While revenues are guaranteed through the agreement with the Gulf Coast Tennis Group, LLC, the activity at the Roger Scott Tennis Center has declined due to the COVID-19 Pandemic

and a related 25-day closure from April 6, 2020 to May 1, 2020. As the City begins to return to business, participation should begin to increase. Expenditures are not anticipated to exceed budget by fiscal year end.

Following is a comparison of the activity at Roger Scott Tennis Center between the third quarter for FY's 2019 and 2020.

	<b>3RD QTR FY 2019</b>	<b>3RD QTR FY 2020</b>	<b>DIFF</b>
Daily Participants			
Hard Courts	1,310	921	(389)
All Courts (Includes Clay Courts)	2,319	2,341	22
Sub-Total	<u>3,629</u>	<u>3,262</u>	<u>(367)</u>
Playing Members	17,152	15,467	(1,685)
<b>Sub-Total</b>	<b><u>20,781</u></b>	<b><u>18,729</u></b>	<b><u>(2,052)</u></b>
Instructional Students	22,123	19,136	(2,987)
Rentals/Special Events/Programs	12,923	6,427	(6,496)
<b>Total Players</b>	<b><u>55,827</u></b>	<b><u>44,292</u></b>	<b><u>(11,535)</u></b>

#### **Community Maritime Park Management Services Fund:**

By the end of the third quarter of FY 2020, Park Operations expenditures (including total City sponsored pension costs) exceeded revenues by \$230,400 (excluding Renewal & Replacement). Expenditures will continue to exceed revenues until the fourth quarter of the fiscal year when the majority of the revenues generated at the Community Maritime Park are received or accrued. When compared to FY 2019, revenue for this fiscal year is \$112,000 below the prior year through the third quarter. The Community Maritime Park is another area that has been impacted by the COVID-19 Pandemic. There have been limited activities at the park and baseball has been cancelled for the rest of the season. When activities at the park resume, a better determination can be made regarding the revenues anticipated for the remainder of the fiscal year.

Events currently scheduled at the stadium includes a fireworks show, a Summer Movie Night Series with fireworks, a new ball park golf competition, Gourmet Dining at the Home with the Blue Wahoos Diamond Dinners, along with the Blue Wahoos baseball & University of West Florida football games. Due to COVID-19, there are special face mask requirements and physical distancing inside of the Blue Wahoos Stadium and while moving throughout the ballpark to help all enjoy the shows and activities.

Expenditures were consistent with budget.

#### **Local Option Sales Tax Fund:**

Through the third quarter revenues were below budget by \$467,100 or 7.63% mainly due to the COVID-19 Pandemic. Expenditures in total were consistent with budget

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for the third quarter. Once the final impact is known of the COVID-19 Pandemic to the Local Option Sales Tax revenues, projects may need to be adjusted to address the revenue shortfall, should it appear to impact the life of the Local Option Sales Tax Series IV plan.

All bond eligible expenses have been accounted for separately. An extension of the Local Option Sales Tax was approved in November 2014 and began January 1, 2018. It will expire on December 31, 2028. This is the fourth series of the Local Option Sales Tax. On October 18, 2017, the City issued the \$25 million Infrastructure Sales Surtax Revenue Bond, Series 2017 in order to fund projects identified in the LOST IV Plan.

It is anticipated that a draw upon the City's pooled cash to cover cash shortfalls in the fund will occur. This is projected to be necessary through the end of the life of the LOST IV Series. Also, fund balance may be negative based on anticipated project completion dates.

#### **Stormwater Capital Projects Fund:**

The \$2,728,700 transfer from the General Fund to the Stormwater Capital Projects Fund equaled the revenue fee collection in the Stormwater Utility Fund. Third quarter expenditures were within budget. Expenditures through the third quarter were within budget.

#### **Gas Utility Fund:**

Appropriated fund balance in the amount of \$1,957,700 and operating revenue were below gas operating expenses and encumbrances (including total City sponsored pension costs) by \$637,400 for the third quarter.

Through the third quarter of FY 2020, revenues were \$4,142,793 below prior year revenues through third quarter. This is mainly due to warmer weather and the reduction in gas costs. Current projected revenues for FY 2020 are anticipated to be below budgeted level.

Pensacola Energy utilizes recovery mechanisms for Weather Normalization Adjustment (WNA), Purchase Gas Adjustment (PGA) from the warm winter and an additional 10¢ in the Purchase Gas Adjustment (PGA) calculation to restore the Pensacola Energy reserve. At the end of the third quarter, \$1,306,964 was collected.

As reflected in the rate study and in accordance with the plan that Pensacola Energy submitted to the State Public Service Commission for the replacement of cast iron and steel pipes, the Infrastructure Cost Recovery began in FY 2013. This fee is charged for expenses that were made in the prior fiscal year. For the third quarter of FY 2020, \$2,617,100 has been received from Infrastructure Cost Recovery Revenue.

In total, expenses for the Gas Utility Fund were consistent with budget for the third quarter.

### **Sanitation Fund:**

In total, the appropriated fund balance in the amount of \$1,554,300 and operating revenue were below expenses and encumbrances (including total City sponsored pension costs) by \$225,500 for the third quarter. Sanitation Fund revenues for FY 2020 were \$116,400 above the FY 2019 revenues for the same time period.

An amount of \$1,181,082 has been received in Federal CNG rebates that will be used to offset the cost of capital equipment.

In total, Sanitation expenses through the third quarter were consistent with budget.

### **Port Fund:**

Through the third quarter Port operating revenues exceeded operating expenses and encumbrances (including total City sponsored pension costs) by \$546,300. Operating revenues for FY 2020 exceeded FY 2019 operating revenues for the same time period by \$43,400. The majority of this increase is due the increase in Wharfage, Dockage, Storage, and Security Fees revenue. These increases can be attributed to the Port Tariff rate revisions that went into effect in February, which included increases in dockage rates and security fees, and the increased imports of wind generator component feedstocks for the local plant of GE that has resulted in double utilization of the Port of Pensacola.

Port expenses, in total, were at budget and are \$380,500 below FY 2019 expenses for the same time period. Due to the previously mentioned increased activity, revenues and expenses continue to be closely monitored at the Port.

### **Airport Fund:**

Appropriated fund balance of \$7.7 million and operating revenues exceeded expenses and encumbrances (including total City sponsored pension costs) by \$7.1 million for the third quarter. The Airport is receiving funds from the CARES Act to help with Operations and Maintenance recovery of the COVID-19 Pandemic. The airport will utilize the CARES Act Funding to supplement any revenue shortfall for this year. To date the Airport has received \$3,434,039 in funding. By fiscal year end revenues are projected to meet expenses.

When compared to FY 2019 through the third quarter, passenger traffic at Pensacola International Airport has decreased by 64.11%. For the three months that comprised the third quarter of FY 2020 (April, May and June), the number of passengers decreased by 79.32% over the same period in FY 2019. The decrease is due the COVID-19 Pandemic and general economic conditions.

Airport operating revenues were \$7,404,300 below the FY 2019 operating revenue for the same time period. Airline Revenues exceeded the prior year by \$448,400 and Non-Airline Revenues were \$2,836,500 below prior fiscal year. The increase in Airline Revenues is mainly attributed to Airline Rentals, Cargo Landing Fees, Cargo Apron Area

Rentals, and Baggage Handling which total \$657,000 and are offset by a decrease of \$208,600 in System Air Carrier Landing Fees, Ron Ramp fees, Loading Bridge Fees, and Apron Area Rental fees for this fiscal year compared to the prior fiscal year. Signatory Air Carrier Landing fees are currently \$0.48 per 1,000 lbs. as compared to last fiscal year when the charge was \$0.56 per 1,000 lbs. All Air Carrier Landing Fees are recalculated annually. The bulk of the Non-Airline Revenue decrease is from parking and rental car revenues. Revenue collected from Parking Lot was below the prior fiscal year by \$1,615,400 and combined revenue from Rental Cars, Rental Car Facility Charge, Rental car Facility Rent, and Rental Car CFC were \$1,077,394 below the prior year.

During the third quarter, the transportation industry is experiencing the effects of the COVID-19 pandemic, with passenger traffic dropping significantly. Airport Management continues to review the situation as it progresses, taking appropriate budgetary action.

It should be noted, that the Airport's agreement with the airlines provides for the airlines to fund any shortfall, excluding incentives, should they occur. City Council has approved new airline agreements establishing the business strategy and rate making formula for the Pensacola International Airport. These five-year agreements use an industry-standard structure to allow the Airport to continue to maintain full financial self-sufficiency with no reliance on the City's General Fund.

Expenses for the third quarter are consistent with budget.

#### **Insurance Retention Fund / Central Services Fund:**

These funds are categorized as internal service funds. They provide a service to the City's other operating funds. Revenues and expenses in these funds were consistent with budgeted levels.

#### **Investment Schedule / Debt Service Schedule:**

Also provided for information is a listing of City investments and a listing of the City's various debt issues.

The weighted interest rates received on investments during the third quarter of the last three fiscal years are as follows:

	<u>FY 2020</u>	<u>FY 2019</u>	<u>FY 2018</u>
April	1.50%	2.21%	1.27%
May	1.51%	2.28%	1.33%
June	1.36%	2.25%	1.30%

#### **Legal Costs Schedule:**

A schedule of legal costs paid directly to attorneys and/or firms who have provided services to the City has also been included in the quarterly report. This schedule lists the payee, the amount paid and the nature of the services provided to the City.



**Contracts/Expenditures Over \$25,000:**

With the changing of the monthly financial report being provided by the Council's Budget Analyst, the schedule of contracts and expenditures over \$25,000 approved by the Mayor have been included for the months of April, May, and June.

**Tree Planting Trust Fund:**

The Tree Planting Trust Fund Schedule in this financial report provides the revenues received through the third quarter of FY 2020 along with the address of the property, the district the property is within, the amount received and the reason for the removal of the tree.

**CITY OF PENSACOLA  
GENERAL FUND  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL  
For the Nine Months Ended June 30, 2020  
(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 1,700,000	3,594,082	3,594,082	3,594,082	100.00%	2,006,028	100.00%	(1,567,444)	100.00%
REVENUES:									
GENERAL PROPERTY TAXES									
Current Taxes	16,822,200	16,822,200	16,822,200	16,896,732	100.44%	15,655,210	101.47%	15,655,210	100.00%
Delinquent Taxes	30,000	30,000	30,000	11,537	38.46%	33,816	112.72%	62,946	100.00%
Sub-Total	16,852,200	16,852,200	16,852,200	16,908,269	100.33%	15,689,026	101.49%	15,718,156	100.00%
FRANCHISE FEE									
Gulf Power - Electricity	5,781,500	5,781,500	5,781,500	3,433,735	59.39%	3,432,828	58.68%	5,761,084	100.00%
City of Pensacola - Gas	950,000	950,000	950,000	705,975	74.31%	805,626	88.05%	1,008,117	100.00%
ECUA - Water and Sewer	1,925,700	1,925,700	1,925,700	1,218,357	63.27%	1,202,249	65.16%	1,865,979	100.00%
Sub-Total	8,657,200	8,657,200	8,657,200	5,358,067	61.89%	5,440,703	63.19%	8,635,180	100.00%
PUBLIC SERVICE TAX									
Gulf Power - Electricity	6,296,500	6,296,500	6,296,500	3,921,793	62.29%	3,797,576	60.21%	6,392,954	100.00%
City of Pensacola - Gas	807,500	807,500	807,500	597,465	73.99%	653,381	91.38%	840,169	100.00%
ECUA - Water	1,217,700	1,217,700	1,217,700	820,417	67.37%	758,030	65.53%	1,233,202	100.00%
Miscellaneous	30,000	30,000	30,000	21,620	72.07%	26,151	104.60%	33,615	100.00%
Sub-Total	8,351,700	8,351,700	8,351,700	5,361,295	64.19%	5,235,138	63.81%	8,499,940	100.00%
LOCAL BUSINESS TAX									
Local Business Tax	916,000	916,000	916,000	931,422	101.68%	928,759	102.06%	939,973	100.17%
Local Business Tax Penalty	14,000	14,000	14,000	14,583	104.16%	14,616	146.16%	15,037	90.52%
Sub-Total	930,000	930,000	930,000	946,005	101.72%	943,375	102.54%	955,010	100.00%

**CITY OF PENSACOLA  
GENERAL FUND  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL  
For the Nine Months Ended June 30, 2020  
(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
REVENUES: (continued)									
LICENSES, PERMITS & PENALTIES									
Special Permits (Planning)	50,000	50,000	50,000	84,675	169.35%	33,710	67.42%	44,495	100.00%
Taxi Permits	6,000	6,000	6,000	3,370	56.17%	5,458	90.97%	8,024	100.00%
Fire Permits	21,000	21,000	21,000	17,090	81.38%	16,964	80.78%	23,644	100.00%
Tree Removal & Pruning Permits	0	0	0	2,950	----	0	----	1,875	100.00%
Sub-Total	<u>77,000</u>	<u>77,000</u>	<u>77,000</u>	<u>108,085</u>	<u>140.37%</u>	<u>56,132</u>	<u>72.90%</u>	<u>78,038</u>	<u>100.00%</u>
INTERGOVERNMENTAL									
FEDERAL									
Payment in Lieu of Taxes	17,000	17,000	17,000	9,197	54.10%	10,233	60.19%	10,233	100.00%
STATE									
1/2 Cent Sales Tax	5,404,000	5,264,000	5,264,000	3,153,651	59.91%	3,265,845	65.60%	5,061,514	100.00%
Beverage License Tax	110,000	110,000	110,000	118,421	107.66%	117,249	117.25%	118,904	100.00%
Mobile Home Tax	11,000	11,000	11,000	8,636	78.51%	9,718	88.35%	11,910	100.00%
Communication Services Tax	3,165,100	3,072,300	3,072,300	2,109,907	68.68%	2,028,415	66.52%	3,069,511	100.00%
State Rev Sharing - Motor Fuel Tax	535,900	535,900	535,900	388,315	72.46%	401,991	73.26%	542,689	100.00%
State Rev Sharing - Sales Tax	1,799,900	1,799,900	1,799,900	1,326,100	73.68%	1,340,491	76.16%	1,820,567	100.00%
Gas Rebate Municipal Vehicles	12,000	12,000	12,000	12,775	106.46%	13,513	112.61%	18,974	100.00%
Fire Fighter Supplemental Compensation	44,000	44,000	44,000	23,413	53.21%	34,660	86.65%	46,087	100.00%
Sub-Total	<u>11,098,900</u>	<u>10,866,100</u>	<u>10,866,100</u>	<u>7,150,415</u>	<u>65.80%</u>	<u>7,222,115</u>	<u>68.67%</u>	<u>10,700,389</u>	<u>100.00%</u>
OTHER CHARGES FOR SERVICES									
Swimming Pool Fees	0	0	0	65	----	3,540	----	5,895	100.00%
Boat Launch Fees	20,000	20,000	20,000	4,588	22.94%	13,289	66.45%	18,131	100.00%
Esc. School Board - SRO	157,700	265,000	265,000	192,430	72.62%	221,299	119.30%	248,734	100.00%
ECSD - 911 Calltakers	246,000	246,000	246,000	228,765	92.99%	170,756	71.93%	246,000	100.00%
Downtown Improvement Board - COPS	60,000	60,000	60,000	30,000	50.00%	0	----	0	----
State Traffic Signal Maintenance	326,600	346,600	346,600	0	0.00%	0	0.00%	346,235	100.00%
State Street Light Maintenance	312,700	358,200	358,200	0	0.00%	358,198	114.55%	358,198	100.00%
Miscellaneous	45,000	45,000	45,000	20,404	45.34%	36,448	91.12%	43,293	100.00%
Sub-Total	<u>1,168,000</u>	<u>1,340,800</u>	<u>1,340,800</u>	<u>476,252</u>	<u>35.52%</u>	<u>803,530</u>	<u>71.19%</u>	<u>1,266,486</u>	<u>100.00%</u>

**CITY OF PENSACOLA  
GENERAL FUND  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL  
For the Nine Months Ended June 30, 2020  
(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
REVENUES: (continued)									
FINES, FORFEITURES & PENALTIES									
POLICE									
Court Fines	12,500	12,500	12,500	10,463	83.70%	10,560	84.48%	14,545	100.00%
Traffic Fines	85,000	85,000	85,000	64,509	75.89%	69,659	77.40%	108,906	100.00%
OTHER FINES									
Miscellaneous	6,000	6,000	6,000	2,998	49.97%	5,161	103.22%	6,171	100.36%
Sub-Total	<u>103,500</u>	<u>103,500</u>	<u>103,500</u>	<u>77,970</u>	<u>75.33%</u>	<u>85,380</u>	<u>79.42%</u>	<u>129,622</u>	<u>100.02%</u>
INTEREST									
Investments and Deposits	260,000	320,000	320,000	129,495	40.47%	57,536	39.68%	414,671	95.04%
Sub-Total	<u>260,000</u>	<u>320,000</u>	<u>320,000</u>	<u>129,495</u>	<u>40.47%</u>	<u>57,536</u>	<u>39.68%</u>	<u>414,671</u>	<u>95.04%</u>
OTHER REVENUES									
Miscellaneous	400,000	400,000	400,000	277,864	69.47%	319,185	79.80%	390,130	102.18%
Miscellaneous - Saenger Facility Fee	75,000	75,000	75,000	0	0.00%	38,205	36.39%	113,850	100.00%
Sale of Assets	50,000	50,000	50,000	31,944	63.89%	101,030	202.06%	645,580	100.00%
Sub-Total	<u>525,000</u>	<u>525,000</u>	<u>525,000</u>	<u>309,808</u>	<u>59.01%</u>	<u>458,420</u>	<u>82.60%</u>	<u>1,149,560</u>	<u>100.73%</u>
Sub-Total Revenues	<u>48,023,500</u>	<u>48,023,500</u>	<u>48,023,500</u>	<u>36,825,661</u>	<u>76.68%</u>	<u>35,991,355</u>	<u>78.72%</u>	<u>47,547,052</u>	<u>99.97%</u>
TRANSFERS IN									
Gas Utility Fund	8,000,000	8,000,000	8,000,000	8,000,000	100.00%	8,000,000	100.00%	8,000,000	100.00%
Inspections Fund	0	0	0	0	----	0	----	2,039,865	100.00%
Sub-Total	<u>8,000,000</u>	<u>8,000,000</u>	<u>8,000,000</u>	<u>8,000,000</u>	<u>100.00%</u>	<u>8,000,000</u>	<u>100.00%</u>	<u>10,039,865</u>	<u>100.00%</u>
TOTAL REVENUES	<u>56,023,500</u>	<u>56,023,500</u>	<u>56,023,500</u>	<u>44,825,661</u>	<u>80.01%</u>	<u>43,991,355</u>	<u>81.88%</u>	<u>57,586,917</u>	<u>99.98%</u>
TOTAL REVENUES AND FUND BALANCE	<u>\$ 57,723,500</u>	<u>59,617,582</u>	<u>59,617,582</u>	<u>48,419,743</u>	<u>81.22%</u>	<u>45,997,383</u>	<u>82.54%</u>	<u>56,019,473</u>	<u>99.98%</u>

**CITY OF PENSACOLA  
GENERAL FUND  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL  
For the Nine Months Ended June 30, 2020  
(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
<b>EXPENDITURES:</b>									
<b>CITY COUNCIL</b>									
Personnel Services	\$ 684,200	684,200	684,100	439,735	64.28%	386,943	60.18%	522,860	81.32%
City Sponsored Pensions	0	0	100	35	35.00%	33	33.00%	44	44.00%
Sub-Total	684,200	684,200	684,200	439,770	64.28%	386,976	60.17%	522,904	81.31%
Operating Expenses	482,300	771,930	771,930	398,302	51.60%	333,567	52.52%	315,243	60.91%
Sub-Total	1,166,500	1,456,130	1,456,130	838,072	57.55%	720,543	56.37%	838,147	71.17%
Allocated Overhead/(Cost Recovery)	(410,000)	(410,000)	(410,000)	(307,500)	75.00%	(283,125)	75.00%	(410,000)	100.00%
Sub-Total	756,500	1,046,130	1,046,130	530,572	50.72%	437,418	48.56%	428,147	57.56%
<b>MAYOR</b>									
Personnel Services	1,455,300	1,455,300	1,490,300	1,022,009	68.58%	766,563	70.61%	1,126,495	97.73%
City Sponsored Pensions	47,000	47,000	47,000	47,000	100.00%	48,800	100.00%	48,800	100.00%
Sub-Total	1,502,300	1,502,300	1,537,300	1,069,009	69.54%	815,363	71.88%	1,175,295	97.82%
Operating Expenses	530,000	539,124	563,124	376,582	66.87%	370,509	84.48%	408,231	99.01%
Sub-Total	2,032,300	2,041,424	2,100,424	1,445,591	68.82%	1,185,872	75.39%	1,583,526	98.13%
Allocated Overhead/(Cost Recovery)	(751,100)	(751,100)	(751,100)	(563,325)	75.00%	(521,175)	75.00%	(751,100)	100.00%
Sub-Total	1,281,200	1,290,324	1,349,324	882,266	65.39%	664,697	75.70%	832,426	96.52%
<b>CITY CLERK</b>									
Personnel Services	253,400	253,400	291,000	211,411	72.65%	150,544	66.17%	214,783	92.38%
City Sponsored Pensions	28,100	28,100	28,100	28,100	100.00%	29,100	100.00%	29,100	100.00%
Sub-Total	281,500	281,500	319,100	239,511	75.06%	179,644	70.01%	243,883	93.23%
Operating Expenses	49,700	55,900	57,800	35,079	60.69%	26,019	61.80%	33,205	89.50%
Sub-Total	331,200	337,400	376,900	274,590	72.85%	205,663	68.85%	277,088	92.76%
Allocated Overhead/(Cost Recovery)	(144,400)	(144,400)	(144,400)	(108,300)	75.00%	(83,175)	75.00%	(144,400)	100.00%
Sub-Total	186,800	193,000	232,500	166,290	71.52%	122,488	65.22%	132,688	85.99%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA  
GENERAL FUND  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL  
For the Nine Months Ended June 30, 2020**

	(Unaudited) FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)									
LEGAL									
Personnel Services	877,800	877,800	877,800	637,201	72.59%	494,782	83.63%	700,319	99.09%
City Sponsored Pensions	18,900	18,900	18,900	18,900	100.00%	19,600	100.00%	19,600	100.00%
Sub-Total	896,700	896,700	896,700	656,101	73.17%	514,382	84.15%	719,919	99.12%
Operating Expenses	173,400	173,400	171,500	93,651	54.61%	94,970	67.79%	139,513	99.44%
Sub-Total	1,070,100	1,070,100	1,068,200	749,752	70.19%	609,352	81.10%	859,432	99.17%
Allocated Overhead/(Cost Recovery)	(270,400)	(270,400)	(270,400)	(202,800)	75.00%	(176,550)	75.00%	(270,400)	100.00%
Sub-Total	799,700	799,700	797,800	546,952	68.56%	432,802	83.89%	589,032	98.79%
HUMAN RESOURCES									
Personnel Services	636,200	636,200	818,800	613,032	74.87%	475,422	80.54%	628,455	99.95%
City Sponsored Pensions	107,700	107,700	107,900	107,800	99.91%	112,393	99.97%	112,426	100.00%
Sub-Total	743,900	743,900	926,700	720,832	77.78%	587,815	83.65%	740,881	99.96%
Operating Expenses	179,000	227,902	227,902	121,661	53.38%	132,114	82.88%	164,680	99.03%
Sub-Total	922,900	971,802	1,154,602	842,493	72.97%	719,929	83.51%	905,561	99.79%
Allocated Overhead/(Cost Recovery)	(342,200)	(342,200)	(342,200)	(256,650)	75.00%	(220,050)	75.00%	(342,200)	100.00%
Sub-Total	580,700	629,602	812,402	585,843	72.11%	499,879	87.90%	563,361	99.66%
NON-DEPARTMENTAL FUNDING									
Operating Expenses	3,853,500	4,259,238	4,259,238	3,644,748	85.57%	3,186,205	84.46%	3,364,152	88.97%
Sub-Total	3,853,500	4,259,238	4,259,238	3,644,748	85.57%	3,186,205	84.46%	3,364,152	88.97%
FINANCIAL SERVICES									
Personnel Services	1,717,900	1,717,900	1,651,500	1,188,525	71.97%	1,209,862	71.72%	1,625,273	97.71%
City Sponsored Pensions	257,900	257,900	258,400	258,193	99.92%	287,488	99.76%	287,584	99.93%
Sub-Total	1,975,800	1,975,800	1,909,900	1,446,718	75.75%	1,497,350	75.81%	1,912,857	98.04%
Operating Expenses	387,000	401,292	401,292	283,193	70.57%	295,552	70.48%	372,747	94.03%
Sub-Total	2,362,800	2,377,092	2,311,192	1,729,911	74.85%	1,792,902	74.87%	2,285,604	97.36%
Allocated Overhead/(Cost Recovery)	(1,555,000)	(1,555,000)	(1,555,000)	(1,166,250)	75.00%	(1,154,700)	75.00%	(1,555,000)	100.00%
Sub-Total	807,800	822,092	756,192	563,661	74.54%	638,202	74.65%	730,604	92.19%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA  
GENERAL FUND  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL  
For the Nine Months Ended June 30, 2020  
(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)									
PLANNING SERVICES									
Personnel Services	614,200	614,200	706,700	526,669	74.53%	337,916	73.19%	474,281	99.96%
City Sponsored Pensions	65,900	65,900	65,900	65,900	100.00%	67,800	100.00%	67,800	100.00%
Sub-Total	680,100	680,100	772,600	592,569	76.70%	405,716	76.62%	542,081	99.97%
Operating Expenses	299,200	476,893	449,893	125,035	27.79%	184,025	43.15%	230,129	56.25%
Sub-Total	979,300	1,156,993	1,222,493	717,604	58.70%	589,741	61.69%	772,210	81.17%
PARKS & RECREATION									
Personnel Services	2,998,800	2,998,800	2,998,089	2,146,455	71.59%	1,932,570	68.66%	2,596,468	96.99%
City Sponsored Pensions	655,200	655,200	655,911	655,516	99.94%	680,603	99.98%	680,701	99.97%
Sub-Total	3,654,000	3,654,000	3,654,000	2,801,971	76.68%	2,613,173	74.76%	3,277,169	97.59%
Operating Expenses	3,221,800	3,306,567	3,282,567	1,989,531	60.61%	2,297,764	72.09%	2,951,790	93.07%
Sub-Total	6,875,800	6,960,567	6,936,567	4,791,502	69.08%	4,910,937	73.49%	6,228,959	95.39%
Allocated Overhead/(Cost Recovery)	(7,600)	(7,600)	(7,600)	(5,700)	75.00%	(6,900)	75.00%	(7,600)	100.00%
Sub-Total	6,868,200	6,952,967	6,928,967	4,785,802	69.07%	4,904,037	73.49%	6,221,359	95.39%
PUBLIC WORKS & FACILITIES									
Personnel Services	1,650,800	1,650,800	1,626,798	1,134,580	69.74%	1,166,807	75.36%	1,564,653	99.32%
City Sponsored Pensions	276,300	276,300	276,602	276,428	99.94%	302,444	99.99%	302,490	99.97%
Sub-Total	1,927,100	1,927,100	1,903,400	1,411,008	74.13%	1,469,251	79.38%	1,867,143	99.42%
Operating Expenses	3,294,100	3,830,458	3,786,358	1,814,948	47.93%	2,414,119	65.48%	2,982,003	83.91%
Sub-Total	5,221,200	5,757,558	5,689,758	3,225,956	56.70%	3,883,370	70.13%	4,849,146	89.28%
Allocated Overhead/(Cost Recovery)	(293,400)	(293,400)	(293,400)	(220,050)	75.00%	(223,650)	75.00%	(293,400)	100.00%
Sub-Total	4,927,800	5,464,158	5,396,358	3,005,906	55.70%	3,659,720	69.85%	4,555,746	88.66%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA  
GENERAL FUND  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL  
For the Nine Months Ended June 30, 2020  
(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)									
FIRE									
Personnel Services	7,652,800	7,652,800	7,418,130	5,437,677	73.30%	5,363,713	73.82%	7,127,791	99.78%
City Sponsored Pensions	1,132,300	1,132,300	1,137,770	1,135,716	99.82%	1,080,539	99.93%	1,110,261	100.00%
Sub-Total	8,785,100	8,785,100	8,555,900	6,573,393	76.83%	6,444,252	77.21%	8,238,052	99.81%
Operating Expenses	1,541,100	1,566,256	1,608,256	1,044,911	64.97%	992,996	64.87%	1,301,316	91.43%
Sub-Total	10,326,200	10,351,356	10,164,156	7,618,304	74.95%	7,437,248	75.30%	9,539,368	98.57%
POLICE									
Personnel Services	14,893,500	14,893,500	14,899,304	11,010,510	73.90%	10,276,761	75.60%	13,893,021	99.76%
City Sponsored Pensions	4,561,200	4,561,200	4,569,806	4,564,204	99.88%	4,741,604	99.78%	4,742,619	100.00%
Sub-Total	19,454,700	19,454,700	19,469,110	15,574,714	80.00%	15,018,365	81.86%	18,635,640	99.82%
Operating Expenses	3,916,100	4,212,322	4,197,912	2,849,860	67.89%	2,961,684	74.72%	3,842,129	97.49%
Sub-Total	23,370,800	23,667,022	23,667,022	18,424,574	77.85%	17,980,049	80.59%	22,477,769	99.42%
TRANSFERS OUT									
Municipal Golf Course Fund	250,000	250,000	250,000	187,500	75.00%	165,000	75.00%	250,000	100.00%
Stormwater Capital Projects Fund	2,735,000	2,735,000	2,735,000	2,728,664	99.77%	2,712,112	97.73%	2,713,199	100.00%
Inspections Fund	0	0	0	0	----	0	----	21,483	100.00%
Local Option Sales Tax Fund	0	0	0	0	----	0	----	520,000	100.00%
Sub-Total	2,985,000	2,985,000	2,985,000	2,916,164	97.69%	2,877,112	96.06%	3,504,682	100.00%
TOTAL EXPENDITURES	\$ 57,723,500	59,617,582	59,617,582	44,388,686	74.46%	43,429,598	77.93%	53,711,544	95.86%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.



**CITY OF PENSACOLA  
TREE PLANTING TRUST - GENERAL FUND  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL  
For the Nine Months Ended June 30, 2020  
(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	100,000	100,000	100,000	100.00%	0	----	(96,200)	100.00%
REVENUES:									
Tree Trust Fund	0	0	0	27,700	----	95,150	----	96,200	100.00%
Interest	0	0	0	5,823	----	6,039	----	7,837	----
TOTAL REVENUES	0	0	0	33,523	----	101,189	----	104,037	108.15%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 0</u>	<u>100,000</u>	<u>100,000</u>	<u>133,523</u>	133.52%	<u>101,189</u>	----	<u>7,837</u>	----
EXPENDITURES:									
Personnel Services	\$ 0	0	0	0	----	0	----	0	----
Operating Expenses	0	100,000	100,000	0	0.00%	0	----	0	----
Sub-Total	0	100,000	100,000	0	0.00%	0	----	0	----
TOTAL EXPENDITURES	<u>\$ 0</u>	<u>100,000</u>	<u>100,000</u>	<u>0</u>	0.00%	<u>0</u>	----	<u>0</u>	----

**CITY OF PENSACOLA**  
**PARK PURCHASES - GENERAL FUND**  
**COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL**  
**For the Nine Months Ended June 30, 2020**  
**(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	(3,562)	100.00%
REVENUES:									
Park Purchases Fund	0	0	0	0	----	3,563	----	3,562	100.00%
Interest	0	0	0	1,283	----	1,598	----	2,073	----
TOTAL REVENUES	0	0	0	1,283	----	5,161	----	5,635	158.20%
TOTAL REVENUES AND FUND BALANCE	\$ 0	0	0	1,283	----	5,161	----	2,073	----
EXPENDITURES:									
Personnel Services	\$ 0	0	0	0	----	0	----	0	----
Operating Expenses	0	0	0	0	----	0	----	0	----
Capital Outlay	0	0	0	0	----	0	----	0	----
Sub-Total	0	0	0	0	----	0	----	0	----
TOTAL EXPENDITURES	\$ 0	0	0	0	----	0	----	0	----

**CITY OF PENSACOLA**  
**HOUSING INITIATIVES FUND - GENERAL FUND**  
**COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL**  
**For the Nine Months Ended June 30, 2020**  
**(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	51,762	51,762	51,762	100.00%	146,518	100.00%	146,528	100.00%
REVENUES:									
Sale of Asset	0	0	0	0	----	43,889	----	43,889	100.00%
Interest	0	0	0	608	----	2,260	----	2,933	----
TOTAL REVENUES	0	0	0	608	----	46,149	----	46,822	106.68%
TOTAL REVENUES AND FUND BALANCE	\$ 0	51,762	51,762	52,370	101.17%	192,667	131.50%	193,350	101.55%
EXPENDITURES:									
Personnel Services	\$ 0	0	0	0	----	15,304	61.22%	26,227	98.97%
Operating Expenses	0	51,762	51,762	9,300	17.97%	0	0.00%	16	0.03%
Grants & Aids	0	0	0	0	----	115,337	100.00%	115,337	100.00%
Sub-Total	0	51,762	51,762	9,300	17.97%	130,641	89.16%	141,580	74.35%
TOTAL EXPENDITURES	\$ 0	51,762	51,762	9,300	17.97%	130,641	89.16%	141,580	74.35%

**CITY OF PENSACOLA**  
**INNER CITY HOUSING INITIATIVES FUND - GENERAL FUND**  
**COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL**  
**For the Nine Months Ended June 30, 2020**  
**(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	449,310	449,310	449,310	100.00%	440,489	100.00%	440,489	100.00%
REVENUES:									
Interest	0	0	0	5,280	----	6,797	----	8,819	----
TOTAL REVENUES	0	0	0	5,280	----	6,797	----	8,819	----
TOTAL REVENUES AND FUND BALANCE	\$ 0	449,310	449,310	454,590	101.18%	447,286	101.54%	449,308	102.00%
EXPENDITURES:									
Grants & Aids	0	449,310	449,310	0	0.00%	0	0.00%	0	0.00%
Sub-Total	0	449,310	449,310	0	0.00%	0	0.00%	0	0.00%
TOTAL EXPENDITURES	\$ 0	449,310	449,310	0	0.00%	0	0.00%	0	0.00%

**CITY OF PENSACOLA**  
**LOCAL OPTION GASOLINE TAX FUND**  
**COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL**  
**For the Nine Months Ended June 30, 2020**  
**(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 168,900	168,900	168,900	168,900	100.00%	43,700	100.00%	98,757	100.00%
REVENUES:									
Gasoline Tax (6 cent local)	1,370,000	1,370,000	1,370,000	854,803	62.39%	861,301	62.87%	1,364,246	100.00%
Interest	15,000	15,000	15,000	9,412	62.75%	5,580	----	24,122	100.00%
Sub-Total	1,385,000	1,385,000	1,385,000	864,215	62.40%	866,881	63.28%	1,388,368	100.00%
TOTAL REVENUES	1,385,000	1,385,000	1,385,000	864,215	62.40%	866,881	63.28%	1,388,368	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 1,553,900	1,553,900	1,553,900	1,033,115	66.49%	910,581	64.41%	1,487,125	100.00%
EXPENDITURES:									
Allocated Overhead/(Cost Recovery)	31,900	31,900	31,900	23,925	75.00%	32,775	75.00%	31,900	100.00%
Sub-Total	31,900	31,900	31,900	23,925	75.00%	32,775	75.00%	31,900	100.00%
TRANSFERS OUT									
LOGT Debt Service fund	1,522,000	1,522,000	1,522,000	854,803	56.16%	861,301	62.87%	1,455,224	100.00%
TOTAL EXPENDITURES	\$ 1,553,900	1,553,900	1,553,900	878,728	56.55%	894,076	63.24%	1,487,124	100.00%

**CITY OF PENSACOLA  
STORMWATER UTILITY FUND  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL  
For the Nine Months Ended June 30, 2020  
(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 307,900	428,333	428,333	428,333	100.00%	302,770	100.00%	283,834	100.00%
REVENUES:									
Stormwater Utility Fees	2,730,000	2,730,000	2,730,000	2,726,710	99.88%	2,707,581	97.75%	2,707,582	100.00%
Delinquent Stormwater Utility Fee	5,000	5,000	5,000	1,954	39.08%	4,531	90.62%	5,617	100.00%
Miscellaneous	0	0	0	2,852	----	0	----	22	100.00%
CHARGES FOR SERVICES:									
State Right of Way Maintenance	99,600	99,600	99,600	67,660	67.93%	66,431	66.70%	99,647	100.00%
Interest Income	5,000	5,000	5,000	7,548	150.96%	5,337	----	18,250	100.00%
TOTAL REVENUES	2,839,600	2,839,600	2,839,600	2,806,724	98.84%	2,783,880	96.84%	2,831,118	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 3,147,500	3,267,933	3,267,933	3,235,057	98.99%	3,086,650	97.14%	3,114,952	100.00%
EXPENDITURES:									
STORMWATER O & M									
Personnel Services	\$ 947,500	947,500	947,128	640,578	67.63%	610,055	71.39%	807,145	98.35%
City Sponsored Pensions	285,400	285,400	285,772	285,678	99.97%	293,331	99.97%	293,416	100.00%
Sub-Total	1,232,900	1,232,900	1,232,900	926,256	75.13%	903,386	78.69%	1,100,561	98.78%
Operating Expenses	494,300	614,733	598,799	398,964	66.63%	360,540	64.74%	454,090	97.28%
Capital Outlay	0	0	0	0	----	56,372	99.54%	56,372	99.54%
Allocated Overhead/(Cost Recovery)	196,300	196,300	196,300	147,225	75.00%	147,300	75.00%	196,300	100.00%
Sub-Total	1,923,500	2,043,933	2,027,999	1,472,445	72.61%	1,467,598	74.96%	1,807,323	98.55%
STREET CLEANING									
Personnel Services	425,000	425,000	424,906	338,987	79.78%	267,264	65.63%	368,450	95.19%
City Sponsored Pensions	77,200	77,200	77,294	77,270	99.97%	79,690	99.97%	79,720	99.87%
Sub-Total	502,200	502,200	502,200	416,257	82.89%	346,954	71.25%	448,170	95.99%
Operating Expenses	458,200	458,200	474,134	318,115	67.09%	258,092	68.45%	443,586	99.98%
Capital Outlay	150,000	150,000	150,000	130,626	87.08%	256,932	100.00%	256,932	100.00%
Allocated Overhead/(Cost Recovery)	113,600	113,600	113,600	85,200	75.00%	73,875	75.00%	113,600	100.00%
Sub-Total	1,224,000	1,224,000	1,239,934	950,198	76.63%	935,853	76.75%	1,262,288	98.53%
TOTAL EXPENDITURES	\$ 3,147,500	3,267,933	3,267,933	2,422,643	74.13%	2,403,451	75.64%	3,069,611	98.54%

**CITY OF PENSACOLA  
MUNICIPAL GOLF COURSE FUND  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL  
For the Nine Months Ended June 30, 2020  
(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	4,800	4,800	4,800	100.00%	0	----	0	----
REVENUES:									
GOLF COURSE CHARGES									
Green Fees	282,500	282,500	282,500	229,802	81.35%	196,742	67.29%	255,153	100.00%
Electric Cart Rentals	86,800	86,800	86,800	76,144	87.72%	64,331	71.48%	83,769	100.00%
Pull Cart Rentals	200	200	200	156	78.00%	65	32.50%	84	100.00%
Concessions	18,000	18,000	18,000	13,500	75.00%	13,500	75.00%	18,000	100.00%
Pro Shop Sales	12,200	12,200	12,200	10,408	85.31%	9,193	79.94%	11,911	100.00%
Tournaments	54,900	54,900	54,900	26,285	47.88%	26,804	48.82%	36,493	100.00%
Driving Range	30,500	30,500	30,500	24,232	79.45%	20,518	68.39%	27,718	100.00%
Capital Surcharge	40,000	40,000	40,000	29,220	73.05%	26,117	65.29%	34,407	100.00%
Miscellaneous	0	0	0	0	----	44	----	44	100.00%
Interest Income	0	0	0	392	----	43	8.60%	791	100.00%
SUB-TOTAL REVENUES	525,100	525,100	525,100	410,139	78.11%	357,357	65.57%	468,370	100.00%
TRANSFERS IN GENERAL FUND	250,000	250,000	250,000	187,500	75.00%	165,000	75.00%	250,000	100.00%
TOTAL REVENUES	775,100	775,100	775,100	597,639	77.10%	522,357	68.28%	718,370	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 775,100	779,900	779,900	602,439	77.25%	522,357	68.28%	718,370	100.00%
EXPENDITURES:									
OPERATIONS									
Personnel Services	\$ 376,800	376,800	376,799	261,401	69.37%	249,864	67.93%	346,190	100.00%
City Sponsored Pensions	47,000	47,000	47,001	47,000	100.00%	48,800	100.00%	48,800	100.00%
Sub-Total	423,800	423,800	423,800	308,401	72.77%	298,664	71.69%	394,990	100.00%
Operating Expenses	351,300	356,100	356,100	230,130	64.63%	233,851	67.12%	309,489	95.71%
TOTAL EXPENDITURES	\$ 775,100	779,900	779,900	538,531	69.05%	532,515	69.61%	704,479	98.07%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA**  
**INSPECTION SERVICES FUND**  
**COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL**  
**For the Nine Months Ended June 30, 2020**  
**(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	1,517,042	100.00%
REVENUES:									
Building Permits	733,400	733,400	733,400	642,180	87.56%	605,047	79.09%	811,284	100.00%
Electrical Permits	226,600	226,600	226,600	140,771	62.12%	172,258	74.89%	225,036	100.00%
Gas Permits	43,100	43,100	43,100	34,575	80.22%	34,525	87.41%	44,075	100.00%
Plumbing Permits	129,400	129,400	129,400	83,088	64.21%	112,895	94.08%	150,568	100.00%
Mechanical Permits	89,400	89,400	89,400	66,407	74.28%	67,870	90.49%	98,985	100.00%
Miscellaneous Permits	8,100	8,100	8,100	2,425	29.94%	8,325	97.94%	11,302	96.38%
Zoning Review & Inspection Fees	98,300	98,300	98,300	28,050	28.54%	71,200	83.76%	95,100	100.00%
Permit Application Fee	275,600	275,600	275,600	216,074	78.40%	174,076	86.18%	237,003	100.00%
Tree Removal & Pruning Permits	0	0	0	900	----	0	----	425	----
Lien Search Fees	0	0	0	5,975	----	0	----	0	----
Interest Income	0	0	0	(517)	----	6,154	----	5,525	100.00%
Sale of Asset	0	0	0	0	----	2,900	----	2,900	100.00%
SUB-TOTAL REVENUES	1,603,900	1,603,900	1,603,900	1,219,928	----	1,255,250	82.31%	1,682,203	88.24%
TRANSFERS IN GENERAL FUND	0	0	0	0	----	0	----	21,483	100.00%
TOTAL REVENUES	1,603,900	1,603,900	1,603,900	1,219,928	76.06%	1,255,250	82.31%	1,703,686	88.37%
TOTAL REVENUES AND FUND BALANCE	\$ 1,603,900	1,603,900	1,603,900	1,219,928	76.06%	1,255,250	82.31%	3,220,728	93.49%
EXPENDITURES:									
OPERATIONS									
Personnel Services	\$ 835,400	835,400	835,295	648,830	77.68%	591,340	74.79%	792,705	98.34%
City Sponsored Pensions	141,800	141,800	141,905	141,879	99.98%	144,970	100.00%	144,994	99.94%
Sub-Total	977,200	977,200	977,200	790,709	80.92%	736,310	78.69%	937,699	98.58%
Operating Expenses	382,100	382,100	382,100	215,462	56.39%	149,700	41.66%	184,796	92.48%
Capital Outlay	17,000	17,000	17,000	10,325	60.74%	26,367	99.88%	26,367	99.88%
Sub-Total	1,376,300	1,376,300	1,376,300	1,016,496	73.86%	912,377	69.05%	1,148,862	97.58%
Allocated Overhead/(Cost Recovery)	227,600	227,600	227,600	170,700	75.00%	152,700	75.00%	227,600	100.00%
Sub-Total	1,603,900	1,603,900	1,603,900	1,187,196	74.02%	1,065,077	69.84%	1,376,462	97.97%
TRANSFERS OUT									
General Fund	0	0	0	0	----	0	----	2,039,865	100.00%
TOTAL EXPENDITURES	\$ 1,603,900	1,603,900	1,603,900	1,187,196	74.02%	1,065,077	69.84%	3,416,327	99.17%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.



**CITY OF PENSACOLA  
ROGER SCOTT TENNIS CENTER  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL  
For the Nine Months Ended June 30, 2020  
(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	16,500	16,500	16,500	100.00%	0	----	(2,608)	100.00%
REVENUES:									
CHARGES FOR SERVICES									
Scott Tennis Pro Revenue	125,000	125,000	125,000	75,521	60.42%	93,750	75.00%	125,000	100.00%
Scott Tennis Pro Shop Lease	3,700	3,700	3,700	2,056	55.57%	3,088	83.46%	4,117	100.00%
Interest Income	0	0	0	717	----	353	----	2,191	100.00%
TOTAL REVENUES	128,700	128,700	128,700	78,294	60.83%	97,191	75.52%	131,308	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 128,700	145,200	145,200	94,794	65.29%	97,191	75.52%	128,700	100.00%
EXPENDITURES:									
OPERATIONS									
Operating Expenses	\$ 128,700	145,200	139,200	57,145	41.05%	50,111	38.94%	71,051	55.21%
Capital Outlay	0	0	6,000	5,339	88.98%	0	----	0	----
Sub-Total	128,700	145,200	145,200	62,484	43.03%	50,111	38.94%	71,051	55.21%
TOTAL EXPENDITURES	\$ 128,700	145,200	145,200	62,484	43.03%	50,111	38.94%	71,051	55.21%

**CITY OF PENSACOLA**  
**COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND**  
**COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL**  
**For the Nine Months Ended June 30, 2020**  
**(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
<b>PARK OPERATIONS:</b>									
APPROPRIATED FUND BALANCE	\$ 0	1,542	1,542	1,542	100.00%	1,300	100.00%	(50,235)	100.00%
REVENUES:									
COMMUNITY MARITIME PARK									
Event Scheduling Management									
Rentals	18,500	18,500	18,500	6,700	36.22%	33,220	276.83%	34,420	100.00%
Ticketed Events	1,000	1,000	1,000	0	0.00%	0	----	0	----
Vendor Kiosk Management									
Kiosk Sales	1,800	1,800	1,800	(300)	-16.67%	1,833	152.75%	3,733	100.00%
Donations	0	0	0	3,500	----	15,500	----	18,300	100.00%
Parking Management	96,900	96,900	96,900	0	0.00%	62,320	62.32%	103,357	100.00%
City Hall Parking	28,000	28,000	28,000	0	0.00%	16,906	56.35%	25,685	100.00%
Lease Fees	150,000	150,000	150,000	102,323	68.22%	109,850	71.61%	146,468	100.00%
User Fees									
Northwest Florida Professional Baseball	175,000	175,000	175,000	131,250	75.00%	131,250	75.00%	175,000	100.00%
University of West Florida	25,000	25,000	25,000	16,667	66.67%	16,667	75.76%	25,000	100.00%
Surcharge									
Attendance	318,000	318,000	318,000	0	0.00%	0	0.00%	262,803	82.64%
Naming Rights	112,500	112,500	112,500	28,125	25.00%	28,125	25.00%	112,500	100.00%
Community Event Concessions	30,000	30,000	30,000	16,499	55.00%	0	0.00%	27,454	164.62%
Other Charges for Services	23,600	23,600	23,600	10,045	42.56%	10,756	45.58%	23,342	100.00%
Miscellaneous Revenue	0	0	0	113	----	502	----	619	100.00%
Sub-Total	980,300	980,300	980,300	314,922	32.13%	426,929	43.67%	958,681	95.57%
TOTAL REVENUES	980,300	980,300	980,300	314,922	32.13%	426,929	43.67%	958,681	95.57%
TOTAL REVENUES AND FUND BALANCE	\$ 980,300	981,842	981,842	316,464	32.23%	428,229	43.74%	908,446	95.34%

**CITY OF PENSACOLA**  
**COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND**  
**COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL**  
**For the Nine Months Ended June 30, 2020**  
**(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
<b>EXPENDITURES</b>									
<b>COMMUNITY MARITIME PARK</b>									
Personnel Services	\$ 121,700	121,700	121,700	30,268	24.87%	43,534	35.77%	80,030	64.18%
City Sponsored Pensions	0	0	0	0	----	0	----	0	----
Sub-Total	<u>121,700</u>	<u>121,700</u>	<u>121,700</u>	<u>30,268</u>	<u>24.87%</u>	<u>43,534</u>	<u>35.77%</u>	<u>80,030</u>	<u>64.18%</u>
Operating Expenses	838,600	840,142	840,142	515,072	61.31%	526,203	63.52%	775,865	94.00%
Capital Outlay	0	0	0	0	----	8,544	96.00%	8,544	96.00%
Sub-Total	<u>960,300</u>	<u>961,842</u>	<u>961,842</u>	<u>545,340</u>	<u>56.70%</u>	<u>578,281</u>	<u>60.30%</u>	<u>864,439</u>	<u>90.14%</u>
<b>DEBT SERVICE</b>									
Principal	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>0</u>	<u>0.00%</u>	<u>20,000</u>	<u>100.00%</u>	<u>20,000</u>	<u>100.00%</u>
Sub-Total	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>0</u>	<u>0.00%</u>	<u>20,000</u>	<u>100.00%</u>	<u>20,000</u>	<u>100.00%</u>
<b>TOTAL PARK OPERATIONS EXPENDITURES</b>	<u>\$ 980,300</u>	<u>981,842</u>	<u>981,842</u>	<u>545,340</u>	<u>55.54%</u>	<u>598,281</u>	<u>61.11%</u>	<u>884,439</u>	<u>90.34%</u>
<b>PARK RENEWAL AND REPLACEMENT:</b>									
<b>APPROPRIATED FUND BALANCE</b>	<u>\$ 0</u>	<u>277,180</u>	<u>277,180</u>	<u>277,180</u>	<u>100.00%</u>	<u>0</u>	<u>----</u>	<u>0</u>	<u>----</u>
<b>REVENUES:</b>									
Variable Ticket	144,000	144,000	144,000	(1,992)	-1.38%	7,802	5.42%	129,214	85.02%
Interest Income	0	0	0	5,597	----	3,138	----	18,161	100.01%
Sub-Total	<u>144,000</u>	<u>144,000</u>	<u>144,000</u>	<u>3,605</u>	<u>2.50%</u>	<u>10,940</u>	<u>7.60%</u>	<u>147,375</u>	<u>86.62%</u>
<b>TOTAL REVENUES AND FUND BALANCE</b>	<u>\$ 144,000</u>	<u>421,180</u>	<u>421,180</u>	<u>280,785</u>	<u>66.67%</u>	<u>10,940</u>	<u>7.60%</u>	<u>147,375</u>	<u>86.62%</u>
<b>EXPENDITURES</b>									
Personnel Services	\$ 0	0	0	0	----	0	----	0	----
Operating Expenses	144,000	171,180	171,180	53,071	31.00%	2,996	2.08%	24,466	16.99%
Capital Outlay	0	250,000	250,000	201,948	80.78%	0	----	0	----
Sub-Total	<u>144,000</u>	<u>421,180</u>	<u>421,180</u>	<u>255,019</u>	<u>60.55%</u>	<u>2,996</u>	<u>2.08%</u>	<u>24,466</u>	<u>16.99%</u>
<b>TOTAL RENEWAL AND REPLACEMENT EXPENDITURES</b>	<u>\$ 144,000</u>	<u>421,180</u>	<u>421,180</u>	<u>255,019</u>	<u>60.55%</u>	<u>2,996</u>	<u>2.08%</u>	<u>24,466</u>	<u>16.99%</u>
<b>TOTAL FUND:</b>									
<b>TOTAL REVENUES AND FUND BALANCE</b>	<u>\$ 1,124,300</u>	<u>1,403,022</u>	<u>1,403,022</u>	<u>597,249</u>	<u>42.57%</u>	<u>439,169</u>	<u>39.11%</u>	<u>1,055,821</u>	<u>94.02%</u>
<b>TOTAL EXPENDITURES</b>	<u>\$ 1,124,300</u>	<u>1,403,022</u>	<u>1,403,022</u>	<u>800,359</u>	<u>57.05%</u>	<u>601,277</u>	<u>53.54%</u>	<u>908,905</u>	<u>80.94%</u>

**CITY OF PENSACOLA**  
**LOCAL OPTION SALES TAX**  
**COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL**  
**For the Nine Months Ended June 30, 2020**  
**(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
<b>LOCAL OPTION SALES TAX FUND:</b>									
APPROPRIATED FUND BALANCE	\$ 2,144,100	32,592,121	32,592,121	32,592,121	100.00%	26,157,180	100.00%	25,207,139	100.00%
REVENUES:									
1-CT Local Option Sales Tax	9,397,800	9,397,800	9,397,800	5,658,242	60.21%	5,801,823	71.91%	8,901,413	100.00%
Interest	0	0	0	24,038	----	8,636	----	117,028	100.00%
Miscellaneous	0	0	0	18,900	----	16,018	----	0	----
Transfer In From General Fund	0	0	0	0	----	0	----	520,000	100.00%
TOTAL REVENUES	9,397,800	9,397,800	9,397,800	5,701,180	60.67%	5,817,841	72.11%	9,538,441	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 11,541,900	41,989,921	41,989,921	38,293,301	91.20%	31,975,021	93.42%	34,745,580	100.00%
EXPENDITURES:									
CAPITAL PROJECTS									
Operating Expenses	0	27,822	1,456,637	1,370,075	94.06%	280,204	86.78%	275,347	79.43%
Capital Outlay	7,243,300	19,181,123	17,752,308	4,921,604	27.72%	1,748,224	12.76%	1,463,582	11.19%
Sub-Total	7,243,300	19,208,945	19,208,945	6,291,679	32.75%	2,028,428	14.47%	1,738,929	12.96%
TRANSFER OUT									
Port of Pensacola	0	358,222	358,222	93,897	26.21%	373,152	37.32%	641,778	64.18%
Pensacola International Airport	0	18,124,154	18,124,154	1,692,921	9.34%	0	0.00%	75,845	0.51%
Sub-Total	0	18,482,376	18,482,376	1,786,818	9.67%	373,152	2.33%	717,623	4.49%
DEBT SERVICE									
Principal	3,728,800	3,728,800	3,728,800	3,728,729	100.00%	3,543,419	100.00%	3,543,419	75.97%
Interest	569,800	569,800	569,800	569,757	99.99%	659,529	99.97%	659,529	99.97%
Sub-Total	4,298,600	4,298,600	4,298,600	4,298,486	100.00%	4,202,948	99.99%	4,202,948	78.94%
TOTAL EXPENDITURES	\$ 11,541,900	41,989,921	41,989,921	12,376,983	29.48%	6,604,528	19.30%	6,659,500	19.17%

**CITY OF PENSACOLA**  
**LOCAL OPTION SALES TAX**  
**COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL**  
**For the Nine Months Ended June 30, 2020**  
**(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
<b>LOST SERIES 2017 PROJECT FUND:</b>									
APPROPRIATED FUND BALANCE	\$ 0	7,176,184	7,176,184	7,176,184	100.00%	15,526,710	100.00%	15,603,771	100.00%
REVENUES:									
Bond Proceeds	0	0	0	0	----	0	----	0	----
Interest	0	0	0	30,590	----	45,512	18.96%	162,939	100.00%
TOTAL REVENUES	0	0	0	30,590	----	45,512	18.96%	162,939	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 0	7,176,184	7,176,184	7,206,774	100.43%	15,572,222	98.77%	15,766,710	100.00%
EXPENDITURES:									
CAPITAL PROJECTS									
Operating Expenses	0	0	0	0	----	763	----	763	100.00%
Capital Outlay	0	7,176,184	7,176,184	6,104,636	85.07%	12,118,474	76.86%	8,512,706	79.53%
Sub-Total	0	7,176,184	7,176,184	6,104,636	85.07%	12,119,237	76.87%	8,513,469	79.53%
TOTAL LOST IV BOND EXPENDITURES	\$ 0	7,176,184	7,176,184	6,104,636	85.07%	12,119,237	76.87%	8,513,469	79.53%
<b>TOTAL:</b>									
TOTAL REVENUES AND FUND BALANCE	\$ 11,541,900	49,166,105	49,166,105	45,500,075	92.54%	47,547,243	95.11%	50,512,290	100.00%
TOTAL EXPENDITURES	\$ 11,541,900	49,166,105	49,166,105	18,481,619	37.59%	18,723,765	37.45%	15,172,969	39.47%

Note. The Lost Series 2017 Project Fund was funded with the issuance of the Infrastructure Sales Surtax Revenue Bond, Series 2017 on October 18, 2017.

**CITY OF PENSACOLA**  
**STORMWATER CAPITAL PROJECTS FUND**  
**COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL**  
**For the Nine Months Ended June 30, 2020**  
**(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	5,093,802	5,093,802	5,093,802	100.00%	5,062,806	100.00%	5,062,806	100.00%
REVENUES:									
Interest	41,000	41,000	41,000	33,147	80.85%	23,441	2344.10%	103,794	100.00%
Transfer In From General Fund	2,735,000	2,735,000	2,735,000	2,728,664	99.77%	2,712,112	97.73%	2,713,199	100.00%
Miscellaneous	0	0	0	0	----	1,253	----	1,253	100.00%
TOTAL REVENUES	<u>2,776,000</u>	<u>2,776,000</u>	<u>2,776,000</u>	<u>2,761,811</u>	99.49%	<u>2,736,806</u>	98.59%	<u>2,818,246</u>	100.00%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 2,776,000</u>	<u>7,869,802</u>	<u>7,869,802</u>	<u>7,855,613</u>	99.82%	<u>7,799,612</u>	99.50%	<u>7,881,052</u>	100.00%
EXPENDITURES:									
CAPITAL PROJECTS									
Personal Services	\$ 0	0	11,707	11,510	98.32%	0	0.00%	0	----
Operating Expenses	500,000	1,770,875	1,734,861	833,354	48.04%	858,994	43.79%	856,345	40.26%
Capital Outlay	<u>2,060,800</u>	<u>5,883,727</u>	<u>5,908,034</u>	<u>2,128,966</u>	36.04%	<u>1,721,218</u>	30.32%	<u>1,715,697</u>	30.98%
Sub-Total	<u>2,560,800</u>	<u>7,654,602</u>	<u>7,654,602</u>	<u>2,973,830</u>	38.85%	<u>2,580,212</u>	33.78%	<u>2,572,042</u>	33.55%
Allocated Overhead/(Cost Recovery)	<u>215,200</u>	<u>215,200</u>	<u>215,200</u>	<u>161,400</u>	75.00%	<u>149,700</u>	75.00%	<u>215,200</u>	100.00%
TOTAL EXPENDITURES	<u>\$ 2,776,000</u>	<u>7,869,802</u>	<u>7,869,802</u>	<u>3,135,230</u>	39.84%	<u>2,729,912</u>	34.83%	<u>2,787,242</u>	35.37%

**CITY OF PENSACOLA  
GAS UTILITY FUND  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL  
For the Nine Months Ended June 30, 2020  
(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
<b>GAS OPERATIONS:</b>									
APPROPRIATED FUND BALANCE	\$ 0	1,957,685	1,957,685	1,957,685	100.00%	1,348,071	100.00%	1,348,071	100.00%
<b>REVENUES:</b>									
GAS									
Residential User Fees	23,606,100	23,606,100	23,606,100	16,723,037	70.84%	18,106,195	81.94%	22,231,951	100.00%
Commercial User Fees	13,524,000	13,524,000	13,524,000	9,096,314	67.26%	10,128,998	72.64%	13,131,219	100.00%
Municipal User Fees	314,400	314,400	314,400	224,928	71.54%	234,020	74.55%	283,305	100.00%
Interruptible User Fees	3,073,000	3,073,000	3,073,000	2,376,367	77.33%	2,483,573	75.37%	3,325,965	100.00%
Transportation User Fees	6,210,600	6,210,600	6,210,600	4,180,000	67.30%	4,716,150	73.33%	5,834,034	100.00%
Compressed Natural Gas	908,200	908,200	908,200	661,350	72.82%	701,860	83.46%	933,921	100.00%
Miscellaneous Charges	553,900	553,900	553,900	370,405	66.87%	377,988	69.04%	521,877	100.00%
New Accounts/Turn-on Fees	710,300	710,300	710,300	376,466	53.00%	451,032	63.49%	569,543	100.00%
Interest Income	200,000	200,000	200,000	128,796	64.40%	107,586	107.59%	445,987	100.00%
Infrastructure Cost Recovery	3,500,000	3,500,000	3,500,000	2,617,135	74.78%	2,973,196	84.95%	3,466,232	100.00%
Navy Projects	0	0	0	0	----	576,131	115.23%	576,131	100.00%
Cookbooks	0	0	0	3,749	----	2,411	----	4,144	100.02%
Sale of Asset	0	0	0	6,250	----	48,450	----	49,544	72.60%
<b>TOTAL REVENUES</b>	<b>52,600,500</b>	<b>52,600,500</b>	<b>52,600,500</b>	<b>36,764,797</b>	<b>69.89%</b>	<b>40,907,590</b>	<b>78.25%</b>	<b>51,373,853</b>	<b>99.96%</b>
<b>TOTAL REVENUES AND FUND BALANCE</b>	<b>\$ 52,600,500</b>	<b>54,558,185</b>	<b>54,558,185</b>	<b>38,722,482</b>	<b>70.97%</b>	<b>42,255,661</b>	<b>78.79%</b>	<b>52,721,924</b>	<b>99.96%</b>
<b>EXPENSES:</b>									
GAS OPERATION & MAINTENANCE									
Personnel Services	\$ 8,262,800	8,262,800	8,261,100	5,548,279	67.16%	3,483,157	46.96%	5,315,180	71.64%
City Sponsored Pensions	1,397,700	1,397,700	1,399,400	1,398,894	99.96%	1,193,385	82.80%	1,193,755	82.82%
Sub-Total	9,660,500	9,660,500	9,660,500	6,947,173	71.91%	4,676,542	52.79%	6,508,935	73.46%
Operating Expenses	30,326,200	32,199,055	32,152,055	20,174,995	62.75%	22,866,210	70.91%	28,188,146	90.11%
Capital Outlay	1,242,000	1,326,830	1,373,830	1,203,162	87.58%	1,006,070	82.26%	1,043,110	85.29%
Sub-Total	41,228,700	43,186,385	43,186,385	28,325,330	65.59%	28,548,822	67.44%	35,740,191	86.40%
TRANSFERS OUT									
General Fund	8,000,000	8,000,000	8,000,000	8,000,000	100.00%	8,000,000	100.00%	8,000,000	100.00%
Sub-Total	8,000,000	8,000,000	8,000,000	8,000,000	100.00%	8,000,000	100.00%	8,000,000	100.00%
Allocated Overhead/(Cost Recovery)	1,348,500	1,348,500	1,348,500	1,011,375	75.00%	954,600	75.00%	1,348,500	100.00%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA  
GAS UTILITY FUND  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL  
For the Nine Months Ended June 30, 2020  
(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENSES: (continued)									
DEBT SERVICE									
Interest	264,300	264,300	264,300	264,221	99.97%	299,505	99.97%	299,505	99.18%
Principal	1,759,000	1,759,000	1,759,000	1,759,000	100.00%	1,725,000	100.00%	1,725,000	100.00%
Sub-Total	<u>2,023,300</u>	<u>2,023,300</u>	<u>2,023,300</u>	<u>2,023,221</u>	100.00%	<u>2,024,505</u>	100.00%	<u>2,024,505</u>	99.88%
TOTAL GAS OPERATIONS EXPENSES	<u>\$ 52,600,500</u>	<u>54,558,185</u>	<u>54,558,185</u>	<u>39,359,926</u>	72.14%	<u>39,527,927</u>	73.71%	<u>47,113,196</u>	89.33%
<b>GAS CONSTRUCTION:</b>									
APPROPRIATED FUND BALANCE	<u>\$ 0</u>	<u>0</u>	<u>0</u>	<u>0</u>	----	<u>3,529,859</u>	100.00%	<u>3,529,859</u>	100.00%
EXPENSES:									
GAS CONSTRUCTION NOTE									
Personal Services	0	0	0	0	----	1,747,543	100.00%	1,747,543	100.00%
City Sponsored Pensions	0	0	0	0	----	247,548	100.00%	247,548	100.00%
Sub-Total	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	----	<u>1,995,091</u>	100.00%	<u>1,995,091</u>	100.00%
Operating Expenses	0	0	0	0	----	1,534,760	100.00%	1,534,760	100.00%
Capital Outlay	0	0	0	0	----	0	----	0	----
Sub-Total	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	----	<u>3,529,851</u>	100.00%	<u>3,529,851</u>	100.00%
TOTAL GAS CONSTRUCTION NOTE EXPENSES	<u>\$ 0</u>	<u>0</u>	<u>0</u>	<u>0</u>	----	<u>3,529,851</u>	100.00%	<u>3,529,851</u>	100.00%
<b>TOTAL FUND:</b>									
TOTAL REVENUES AND FUND BALANCE	<u>\$ 52,600,500</u>	<u>54,558,185</u>	<u>54,558,185</u>	<u>38,722,482</u>	70.97%	<u>45,785,520</u>	80.10%	<u>56,251,783</u>	99.97%
TOTAL EXPENSES	<u>\$ 52,600,500</u>	<u>54,558,185</u>	<u>54,558,185</u>	<u>39,359,926</u>	72.14%	<u>43,057,778</u>	75.33%	<u>50,643,047</u>	90.00%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.



**CITY OF PENSACOLA  
SANITATION FUND  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL  
For the Nine Months Ended June 30, 2020  
(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
<b>SANITATION OPERATIONS:</b>									
APPROPRIATED FUND BALANCE	\$ 366,000	1,554,320	1,554,320	1,554,320	100.00%	1,301,989	100.00%	973,892	100.00%
REVENUES:									
SANITATION									
Residential Refuse Container Charges	4,559,500	4,559,500	4,559,500	3,523,771	77.28%	3,388,911	78.20%	4,530,916	100.00%
Bulk Item Collection Charges	130,000	130,000	130,000	109,974	84.60%	101,550	78.12%	142,603	100.00%
Business Refuse Container Charges	159,100	159,100	159,100	95,385	59.95%	99,835	66.38%	131,315	100.00%
Fuel Surcharge	360,000	360,000	360,000	254,270	70.63%	270,522	67.63%	361,644	100.00%
County Landfill	1,256,100	1,256,100	1,256,100	898,883	71.56%	869,277	69.79%	1,162,083	100.00%
Equipment Surcharge	480,400	480,400	480,400	373,467	77.74%	360,696	77.59%	482,192	100.00%
New Accounts/Transfer Fees	85,000	85,000	85,000	56,100	66.00%	60,720	71.44%	83,980	100.00%
Miscellaneous	5,000	5,000	5,000	39,088	781.76%	36,286	725.72%	47,305	100.00%
Interest Income	27,500	27,500	27,500	7,996	29.08%	8,767	116.89%	47,561	100.00%
Sale of Assets	5,000	5,000	5,000	0	0.00%	10,100	202.00%	31,310	100.00%
CNG Rebates	0	0	0	1,181,082	----	0	----	0	----
SUB-TOTAL SANITATION REVENUES	7,067,600	7,067,600	7,067,600	6,540,016	92.54%	5,206,664	76.26%	7,020,909	100.00%
CODE ENFORCEMENT									
Franchise Fees	1,265,000	1,265,000	1,265,000	678,272	53.62%	647,722	51.74%	1,321,202	85.13%
Lot Cleaning (FY Cash Balance) *	80,000	80,000	80,000	42,752	53.44%	56,874	56.87%	73,568	100.00%
Code Enforcement Violations	80,000	80,000	80,000	22,030	27.54%	74,355	92.94%	125,024	100.00%
Sub-Total	1,425,000	1,425,000	1,425,000	743,054	52.14%	778,951	54.40%	1,519,794	86.82%
Zoning/Housing Code Enforcement	0	0	0	0	----	0	----	(76)	----
Sub-Total	0	0	0	0	----	0	----	(76)	----
SUB-TOTAL CODE ENFORCEMENT REVENUES	1,425,000	1,425,000	1,425,000	743,054	52.14%	778,951	54.40%	1,519,718	86.82%
SUB-TOTAL REVENUES	8,492,600	8,492,600	8,492,600	7,283,070	85.76%	5,985,615	72.47%	8,540,627	97.37%
TOTAL REVENUES AND FUND BALANCE	\$ 8,858,600	10,046,920	10,046,920	8,837,390	87.96%	7,287,604	76.22%	9,514,519	97.63%

\* Actual billings are \$65,697 however collections are typically lower.

**CITY OF PENSACOLA  
SANITATION FUND  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL  
For the Nine Months Ended June 30, 2020  
(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
<b>SANITATION OPERATIONS CONTINUED:</b>									
<b>EXPENSES:</b>									
<b>SANITATION SERVICES</b>									
Personnel Services	\$ 2,214,400	2,214,400	2,364,484	1,646,732	69.64%	1,617,626	74.18%	2,149,409	99.33%
City Sponsored Pensions	390,000	390,000	390,509	390,390	99.97%	417,851	99.97%	417,966	100.00%
Sub-Total	2,604,400	2,604,400	2,754,993	2,037,122	73.94%	2,035,477	78.33%	2,567,375	99.44%
Operating Expenses	3,389,600	3,389,600	3,239,007	2,329,919	71.93%	2,214,283	67.26%	3,464,597	99.33%
Capital Outlay	875,000	2,063,320	2,063,320	2,002,521	97.05%	1,752,786	95.90%	617,501	33.79%
Allocated Overhead/(Cost Recovery)	420,100	420,100	420,100	315,075	75.00%	299,925	75.00%	420,100	100.00%
Sub-Total	7,289,100	8,477,420	8,477,420	6,684,637	78.85%	6,302,471	77.63%	7,069,573	84.99%
<b>DEBT SERVICE</b>									
Interest	7,400	7,400	7,400	7,339	99.18%	10,172	99.73%	10,172	99.73%
Principal	137,100	137,100	137,100	137,020	99.94%	134,160	99.97%	134,160	99.97%
Sub-Total	144,500	144,500	144,500	144,359	99.90%	144,332	99.95%	144,332	99.95%
<b>SUB-TOTAL SANITATION O &amp; M</b>	<b>7,433,600</b>	<b>8,621,920</b>	<b>8,621,920</b>	<b>6,828,996</b>	<b>79.21%</b>	<b>6,446,803</b>	<b>78.02%</b>	<b>7,213,905</b>	<b>85.25%</b>
<b>CODE ENFORCEMENT PROGRAM</b>									
Personnel Services	613,000	613,000	612,814	483,198	78.85%	421,458	72.35%	578,981	95.46%
City Sponsored Pensions	189,400	189,400	189,586	189,571	99.99%	217,878	100.00%	217,943	100.00%
Sub-Total	802,400	802,400	802,400	672,769	83.84%	639,336	79.88%	796,924	96.66%
Operating Expenses	359,200	359,200	359,200	163,126	45.41%	169,803	64.58%	220,190	99.99%
Capital Outlay	59,000	59,000	59,000	58,372	98.94%	7,579	82.38%	7,579	82.38%
Allocated Overhead/(Cost Recovery)	104,200	104,200	104,200	78,150	75.00%	74,925	75.00%	104,200	100.00%
Sub-Total	1,324,800	1,324,800	1,324,800	972,417	73.40%	891,643	76.05%	1,128,893	97.48%
<b>CODE ENFORCEMENT ZONING/HOUSING</b>									
Personnel Services	61,700	61,700	61,661	46,332	75.14%	43,491	74.63%	58,379	96.95%
City Sponsored Pensions	28,100	28,100	28,139	28,137	99.99%	29,135	99.70%	29,147	100.00%
Sub-Total	89,800	89,800	89,800	74,469	82.93%	72,626	83.00%	87,526	97.94%
Operating Expenses	10,400	10,400	10,400	5,943	57.14%	6,617	52.52%	10,260	99.97%
Capital Outlay	0	0	0	0	----	23,284	91.31%	23,284	91.31%
Sub-Total	100,200	100,200	100,200	80,412	80.25%	102,527	81.63%	121,070	96.76%
<b>SUB-TOTAL CODE ENFORCEMENT</b>	<b>1,425,000</b>	<b>1,425,000</b>	<b>1,425,000</b>	<b>1,052,829</b>	<b>73.88%</b>	<b>994,170</b>	<b>76.59%</b>	<b>1,249,963</b>	<b>97.41%</b>
<b>TOTAL EXPENSES SANITATION OPERATIONS</b>	<b>\$ 8,858,600</b>	<b>10,046,920</b>	<b>10,046,920</b>	<b>7,881,825</b>	<b>78.45%</b>	<b>7,440,973</b>	<b>77.83%</b>	<b>8,463,868</b>	<b>86.85%</b>
<b>TOTAL FUND:</b>									
<b>TOTAL REVENUES AND FUND BALANCE</b>	<b>\$ 8,858,600</b>	<b>10,046,920</b>	<b>10,046,920</b>	<b>8,837,390</b>	<b>87.96%</b>	<b>7,287,604</b>	<b>76.22%</b>	<b>9,514,519</b>	<b>97.63%</b>
<b>TOTAL EXPENSES</b>	<b>\$ 8,858,600</b>	<b>10,046,920</b>	<b>10,046,920</b>	<b>7,881,825</b>	<b>78.45%</b>	<b>7,440,973</b>	<b>77.83%</b>	<b>8,463,868</b>	<b>86.85%</b>

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA**  
**PORT FUND**  
**COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL**  
**For the Nine Months Ended June 30, 2020**  
**(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	187,407	187,407	187,407	100.00%	0	100.00%	(426,357)	100.00%
REVENUES:									
PORT									
Handling	26,200	26,200	26,200	5,589	21.33%	14,178	41.70%	17,329	99.99%
Wharfage	350,500	350,500	350,500	442,290	126.19%	247,903	74.00%	591,117	100.00%
Storage	309,200	309,200	309,200	293,796	95.02%	199,755	117.30%	292,348	100.00%
Dockage	561,500	561,500	561,500	381,240	67.90%	328,118	60.90%	440,976	100.00%
Water Sales	6,000	6,000	6,000	2,812	46.87%	7,712	128.53%	16,381	100.00%
Property Rental	565,000	565,000	565,000	493,487	87.34%	545,576	94.42%	651,204	100.00%
Stevedore Fees	31,800	31,800	31,800	5,939	18.68%	5,568	22.82%	11,559	99.65%
Harbor	20,100	20,100	20,100	24,205	120.42%	15,598	77.99%	18,663	99.99%
Security Fees	61,800	61,800	61,800	72,778	117.76%	43,576	72.63%	89,784	100.00%
Interior Lighting	115,000	115,000	115,000	106,198	92.35%	108,143	82.55%	166,520	100.00%
Miscellaneous/Billed	15,000	15,000	15,000	43,547	290.31%	34,164	227.76%	48,739	100.00%
Sale of Asset	0	0	0	0	----	2,780	----	2,780	100.00%
Miscellaneous/Non-Billed	0	0	0	804	----	5	----	1,655	100.00%
Cedar Street Lease/Parking Lot	65,700	65,700	65,700	49,800	75.80%	50,300	71.15%	60,260	100.00%
Interest Income	0	0	0	634	----	(2,913)	----	(2,492)	----
SUB-TOTAL OPERATING REVENUES	2,127,800	2,127,800	2,127,800	1,923,119	90.38%	1,600,463	80.71%	2,406,823	99.89%
TRANSFERS IN LOCAL OPTION SALES TAX FUND	0	358,222	358,222	93,897	26.21%	373,152	37.32%	641,778	64.18%
TOTAL REVENUES	2,127,800	2,486,022	2,486,022	2,017,016	81.13%	1,973,615	66.16%	3,048,601	89.42%
TOTAL REVENUES AND FUND BALANCE	\$ 2,127,800	2,673,429	2,673,429	2,204,423	82.46%	1,973,615	66.16%	2,622,244	87.91%
EXPENSES:									
OPERATIONS & MAINTENANCE									
Personnel Services	\$ 742,100	742,100	791,294	571,429	72.21%	500,829	70.25%	689,539	95.46%
City Sponsored Pensions	108,500	108,500	108,631	108,604	99.98%	113,299	99.98%	113,332	99.99%
Sub-Total	850,600	850,600	899,925	680,033	75.57%	614,128	74.33%	802,871	96.07%
Operating Expenses	1,160,400	1,229,369	1,162,803	738,000	63.47%	651,650	67.43%	854,958	86.63%
Capital Outlay	0	476,660	493,901	152,517	30.88%	670,011	63.61%	644,407	61.75%
Sub-Total	2,011,000	2,556,629	2,556,629	1,570,550	61.43%	1,935,789	68.02%	2,302,236	80.32%
Allocated Overhead/(Cost Recovery)	116,800	116,800	116,800	87,600	75.00%	102,825	75.00%	116,800	100.00%
TOTAL EXPENSES	\$ 2,127,800	2,673,429	2,673,429	1,658,150	62.02%	2,038,614	68.34%	2,419,036	81.09%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA  
AIRPORT FUND  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL  
For the Nine Months Ended June 30, 2020  
(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 2,824,400	7,747,793	7,747,793	7,747,793	100.00%	13,862,745	100.00%	9,251,101	100.00%
REVENUES:									
AIRLINE REVENUES									
Loading Bridges Fees	370,000	370,000	370,000	396,434	107.14%	425,294	141.76%	606,267	100.00%
Air Carrier Landing Fees	700,000	700,000	700,000	342,412	48.92%	480,452	48.05%	682,208	100.00%
Cargo Landing Fees	80,000	80,000	80,000	51,983	64.98%	46,564	58.21%	65,297	100.00%
Apron Area Rental	600,000	600,000	600,000	650,442	108.41%	677,827	130.35%	909,592	100.00%
Cargo Apron Area Rental	85,000	85,000	85,000	67,437	79.34%	59,141	69.58%	81,418	100.00%
Baggage Handling System	1,278,000	1,278,000	1,278,000	1,256,320	98.30%	799,270	62.54%	1,090,777	100.00%
Ron Ramp	3,000	3,000	3,000	50,190	1673.00%	64,497	----	110,263	100.00%
Airline Rentals	2,500,000	2,500,000	2,500,000	2,209,318	88.37%	2,023,117	80.92%	2,695,118	100.00%
SUBTOTAL AIRLINE REVENUES	5,616,000	5,616,000	5,616,000	5,024,536	89.47%	4,576,162	79.41%	6,240,940	100.00%
NON-AIRLINE REVENUES									
U.S.Government	96,000	96,000	96,000	72,000	75.00%	72,000	75.00%	96,000	100.00%
Rental Cars	4,000,000	4,000,000	4,000,000	3,119,092	77.98%	3,415,138	100.45%	4,850,521	100.00%
Rental Car Customer Facility Charge (Garage)	865,000	865,000	865,000	524,068	60.59%	729,048	85.77%	1,055,419	100.00%
CFC - Rental Car Svc Facility	2,760,000	2,760,000	2,760,000	1,500,735	54.37%	2,085,055	86.88%	3,015,126	100.00%
Rental Car Service Facility Rent	250,000	250,000	250,000	194,991	78.00%	187,039	83.13%	251,977	100.00%
Fixed Base Operators	216,000	216,000	216,000	160,508	74.31%	161,578	97.93%	222,904	100.00%
Restaurant and Lounge	685,000	685,000	685,000	421,136	61.48%	555,908	104.89%	776,646	100.00%
Advertising	125,000	125,000	125,000	106,254	85.00%	139,995	155.55%	189,995	100.00%
Hangar Rentals	90,000	90,000	90,000	73,251	81.39%	63,036	18.01%	74,591	100.00%
ST Ground Lease	260,000	260,000	260,000	198,777	76.45%	195,315	----	261,426	100.00%
Airport & 12th	327,000	327,000	327,000	336,302	102.84%	341,195	81.24%	453,296	100.00%
Parking Lot	6,000,000	6,000,000	6,000,000	3,593,861	59.90%	5,209,273	98.29%	7,084,246	99.31%
Gift Shop	320,000	320,000	320,000	169,033	52.82%	259,234	103.69%	351,946	100.00%
Taxi Permits	130,000	130,000	130,000	104,885	80.68%	127,882	116.26%	229,512	100.00%
LEO/TSA Security	100,000	100,000	100,000	73,200	73.20%	72,600	72.60%	109,200	100.00%
Commercial Property Rentals	190,000	190,000	190,000	237,985	125.26%	241,428	127.07%	326,844	100.00%
GSA/TSA Term Rent	210,000	210,000	210,000	122,345	58.26%	122,655	58.41%	164,621	100.00%
Miscellaneous	130,000	130,000	130,000	149,652	115.12%	133,181	266.36%	206,354	107.77%
Interest Income	90,000	90,000	90,000	253,300	281.44%	133,734	222.89%	863,091	100.23%
Sale of Asset	0	0	0	7,250	----	9,850	----	9,850	----
SUB-TOTAL NON-AIRLINE REVENUES	16,844,000	16,844,000	16,844,000	11,418,625	67.79%	14,255,144	96.34%	20,593,565	99.89%
TOTAL OPERATING REVENUES	22,460,000	22,460,000	22,460,000	16,443,161	73.21%	18,831,306	91.60%	26,834,505	99.92%
TOTAL REVENUES AND FUND BALANCE	\$ 25,284,400	30,207,793	30,207,793	24,190,954	80.08%	32,694,051	94.98%	36,085,606	99.94%

**CITY OF PENSACOLA  
AIRPORT FUND  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL  
For the Nine Months Ended June 30, 2020  
(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
EXPENSES:									
OPERATION & MAINTENANCE									
Personnel Services	\$ 4,216,900	4,216,900	4,207,400	2,998,053	71.26%	2,753,792	74.84%	3,751,039	98.97%
City Sponsored Pensions	718,800	718,800	728,300	719,328	98.77%	745,573	99.86%	747,093	99.98%
Sub-Total	4,935,700	4,935,700	4,935,700	3,717,381	75.32%	3,499,365	79.06%	4,498,132	99.13%
Operating Expenses	12,311,800	15,847,996	15,203,590	9,080,651	59.73%	8,407,561	66.97%	10,642,430	75.89%
Capital Outlay	2,947,700	4,334,897	4,979,303	1,411,109	28.34%	2,294,869	53.55%	1,896,103	44.21%
Sub-Total	20,195,200	25,118,593	25,118,593	14,209,141	56.57%	14,201,795	66.78%	17,036,665	74.56%
CARES ACT FUNDING (a)									
Cares Act Personnel Services	0	0	0	(1,236,283)	----	0	----	0	----
Cares Act Operating Expenses	0	0	0	(2,197,756)	----	0	----	0	----
Sub-Total	0	0	0	(3,434,039)	----	0	----	0	----
DEBT SERVICE GARB									
Interest	707,000	707,000	707,000	588,669	83.26%	580,553	75.92%	611,740	80.00%
Principal	2,144,000	2,144,000	2,144,000	1,715,200	80.00%	2,831,400	80.00%	2,831,400	80.00%
Sub-Total	2,851,000	2,851,000	2,851,000	2,303,869	80.81%	3,411,953	79.27%	3,443,140	80.00%
DEBT SERVICE CFC									
Interest	322,200	322,200	322,200	100,763	31.27%	130,394	26.67%	184,103	37.66%
Principal	1,242,900	1,242,900	1,242,900	0	0.00%	0	0.00%	0	0.00%
Sub-Total	1,565,100	1,565,100	1,565,100	100,763	6.44%	130,394	7.53%	184,103	10.63%
DEBT SERVICE FDOT JPA GRANT									
Interest	0	0	0	0	----	51,219	20.49%	51,219	20.49%
Principal	0	0	0	0	----	6,299,600	100.00%	6,299,600	100.00%
Sub-Total	0	0	0	0	----	6,350,819	96.96%	6,350,819	96.96%
Allocated Overhead/(Cost Recovery)									
General Fund	673,100	673,100	673,100	504,825	75.00%	427,950	75.00%	673,100	100.00%
TOTAL OPERATING EXPENSES	\$ 25,284,400	30,207,793	30,207,793	13,684,559	45.30%	24,522,911	71.24%	27,687,827	76.68%

(a) On May 18, 2020, Pensacola International Airport was awarded \$11,081,566 in CARES funding to help cover operating, maintenance and debt service expenses. The award period is 4 years.

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA  
RISK MANAGEMENT SERVICES  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL  
For the Nine Months Ended June 30, 2020  
(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	0	----
REVENUES:									
Service Fees	1,372,700	1,382,700	1,382,700	997,642	72.15%	953,849	70.41%	1,209,523	89.28%
TOTAL REVENUES	1,372,700	1,382,700	1,382,700	997,642	72.15%	953,849	70.41%	1,209,523	89.28%
TOTAL REVENUES AND FUND BALANCE	\$ 1,372,700	1,382,700	1,382,700	997,642	72.15%	953,849	70.41%	1,209,523	89.28%
EXPENSES:									
RISK MANAGEMENT									
Personnel Services	\$ 574,900	574,900	574,838	424,595	73.86%	406,605	71.57%	485,334	85.43%
City Sponsored Pensions	53,800	53,800	53,862	53,849	99.98%	54,847	99.79%	54,863	99.82%
Sub-Total	628,700	628,700	628,700	478,444	76.10%	461,452	74.06%	540,197	86.70%
Operating Expenses	576,600	586,600	586,600	396,680	67.62%	389,681	66.69%	550,168	94.16%
Sub-Total	1,205,300	1,215,300	1,215,300	875,124	72.01%	851,133	70.49%	1,090,365	90.31%
CITY CLINIC									
Personnel Services	111,000	111,000	110,942	79,063	71.27%	61,537	66.07%	93,930	99.80%
City Sponsored Pensions	24,900	24,900	24,958	24,944	99.94%	24,942	99.93%	24,956	100.00%
Sub-Total	135,900	135,900	135,900	104,007	76.53%	86,479	73.23%	118,886	99.84%
Operating Expenses	31,500	31,500	31,500	18,511	58.77%	16,237	55.61%	24,628	87.26%
Sub-Total	167,400	167,400	167,400	122,518	73.19%	102,716	69.73%	143,514	97.43%
TOTAL EXPENSES	\$ 1,372,700	1,382,700	1,382,700	997,642	72.15%	953,849	70.41%	1,233,879	91.08%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA  
CENTRAL SERVICES FUND  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL  
For the Nine Months Ended June 30, 2020  
(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 430,000	430,000	430,000	430,000	100.00%	350,000	100.00%	0	----
REVENUES:									
Service Fees									
Mail Room	86,200	86,200	86,200	66,466	77.11%	66,392	79.23%	76,682	91.51%
Innovation & Technology	2,566,100	3,060,404	3,060,404	2,206,698	72.10%	2,161,665	74.34%	2,741,700	90.04%
Engineering	828,600	828,600	828,600	491,769	59.35%	508,873	62.67%	590,175	72.69%
Central Garage	1,505,000	1,625,508	1,625,508	1,173,303	72.18%	1,490,363	91.95%	2,225,970	121.38%
TOTAL REVENUES	4,985,900	5,600,712	5,600,712	3,938,236	70.32%	4,227,293	77.93%	5,634,527	97.58%
TOTAL REVENUES AND FUND BALANCE	\$ 5,415,900	6,030,712	6,030,712	4,368,236	72.43%	4,577,293	79.27%	5,634,527	97.58%
EXPENSES:									
MAIL ROOM									
Personnel Services	\$ 46,600	46,600	46,595	34,797	74.68%	34,324	76.28%	44,311	89.80%
City Sponsored Pensions	18,900	18,900	18,905	18,902	99.98%	19,600	100.00%	19,600	100.00%
Sub-Total	65,500	65,500	65,500	53,699	81.98%	53,924	83.47%	63,911	92.70%
Operating Expenses	20,700	20,700	20,700	12,767	61.68%	12,468	64.94%	14,773	99.45%
Sub-Total Mail Room	86,200	86,200	86,200	66,466	77.11%	66,392	79.23%	78,684	93.89%
INNOVATION & TECHNOLOGY									
Personnel Services	1,107,200	1,107,200	1,122,505	872,643	77.74%	788,242	74.49%	1,069,359	98.43%
City Sponsored Pensions	192,300	192,300	192,372	192,352	99.99%	197,372	99.96%	197,389	99.97%
Sub-Total	1,299,500	1,299,500	1,314,877	1,064,995	81.00%	985,614	78.50%	1,266,748	98.67%
Operating Expenses	1,170,500	1,664,804	1,646,584	1,096,872	66.62%	1,006,325	87.00%	1,007,830	72.28%
Capital Outlay	96,100	96,100	98,943	44,831	45.31%	169,726	34.24%	192,276	83.70%
Sub-Total Technology Resources	2,566,100	3,060,404	3,060,404	2,206,698	72.10%	2,161,665	74.34%	2,466,854	84.83%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA  
CENTRAL SERVICES FUND  
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL  
For the Nine Months Ended June 30, 2020  
(Unaudited)**

	FY 2020					FY 2019			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 6/20	% OF BUDGET 6/20	ACTUAL 6/19	% OF BUDGET 6/19	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
<b>ENGINEERING</b>									
Personnel Services	614,500	614,500	614,408	319,587	52.02%	310,234	55.72%	419,998	75.43%
City Sponsored Pensions	85,200	85,200	85,292	85,275	99.98%	87,271	99.94%	87,295	99.97%
Sub-Total	699,700	699,700	699,700	404,862	57.86%	397,505	61.71%	507,293	78.76%
Operating Expenses	119,900	119,900	119,375	77,382	64.82%	84,638	61.87%	113,633	83.06%
Capital Outlay	9,000	9,000	9,525	9,525	100.00%	26,730	86.23%	26,730	86.23%
Sub-Total Engineering	828,600	828,600	828,600	491,769	59.35%	508,873	62.67%	647,656	79.77%
<b>CENTRAL GARAGE</b>									
Personnel Services	997,700	997,700	997,627	811,303	81.32%	712,594	71.59%	970,505	98.63%
City Sponsored Pensions	190,700	190,700	190,773	190,755	99.99%	201,767	99.99%	201,806	100.00%
Sub-Total	1,188,400	1,188,400	1,188,400	1,002,058	84.32%	914,361	76.37%	1,172,311	98.86%
Operating Expenses	316,600	341,600	341,600	202,036	59.14%	232,526	82.71%	292,499	100.00%
Capital Outlay	430,000	525,508	525,508	399,209	75.97%	343,476	69.73%	397,039	80.61%
Sub-Total Central Garage	1,935,000	2,055,508	2,055,508	1,603,303	78.00%	1,490,363	75.62%	1,861,849	94.47%
<b>TOTAL EXPENSES</b>	<u>\$ 5,415,900</u>	<u>6,030,712</u>	<u>6,030,712</u>	<u>4,368,236</u>	72.43%	<u>4,227,293</u>	73.21%	<u>5,055,043</u>	87.54%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.



**CITY OF PENSACOLA  
BUDGET PROGRAMS  
FISCAL YEAR 2019  
(Unaudited)**

PROGRAM	FY 2020					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL 6/20	% OF BUDGET 6/20
<b>AIRPORT</b>						
Aircraft Rescue & Firefighting Facility (ARFF)	\$ 911,600	917,473	925,473	8,000	653,149	70.57%
Airport Administration	3,777,100	3,788,575	3,773,775	(14,800)	2,671,524	70.79%
Maintenance	14,040,800	18,936,845	18,935,245	(1,600)	9,654,275	50.99%
Operations	975,600	985,600	994,000	8,400	829,255	83.43%
Security	1,163,200	1,163,200	1,163,200	-	905,763	77.87%
Sub-total	20,868,300	25,791,693	25,791,693	-	14,713,966	57.05%
<b>CITY CLERK</b>						
Administration of Legal Documents	12,100	18,300	36,100	17,800	27,826	77.08%
City Elections/Appointments	28,000	28,000	36,900	8,900	24,315	65.89%
City Council Meetings Preparation	75,100	75,100	87,900	12,800	64,841	73.77%
Public Records	71,600	71,600	71,600	-	49,308	
Sub-total	186,800	193,000	232,500	39,500	166,290	71.52%
<b>CITY COUNCIL</b>						
Audit	105,000	175,500	175,500	-	163,975	93.43%
City Council Support	353,600	353,600	353,600	-	163,250	46.17%
Office of the City Council	297,900	517,030	517,030	-	203,347	39.33%
Sub-total	756,500	1,046,130	1,046,130	-	530,572	50.72%
<b>COMMUNITY REDEVELOPMENT AGENCY - CRA</b>						
Asset Maintenance and Operation	301,800	780,550	787,316	6,766	181,380	23.04%
Community Policing	100,000	100,000	100,000	-	76,237	76.24%
Non-Capital Projects and Activities	1,524,800	4,141,250	4,141,250	-	907,013	21.90%
Redevelopment Plan Implementation	554,300	915,006	908,240	(6,766)	384,345	42.32%
2009 ECUA/WWTP Relocation	1,300,000	1,300,000	1,300,000	-	1,300,000	100.00%
Eastside Redevelopment Area Plan Implementation	117,200	737,406	737,406	-	61,141	8.29%
Westside Redevelopment Area Plan Implementation	357,100	446,875	446,875	-	49,917	11.17%
Sub-total	4,255,200	8,421,087	8,421,087	-	2,960,033	35.15%
<b>FINANCIAL SERVICES</b>						
Accounting	506,400	507,900	485,069	(22,831)	362,477	74.73%
Budget	52,200	52,200	13,700	(38,500)	(2,873)	-20.97%
Payroll	182,100	182,100	175,331	(6,769)	142,459	81.25%
Purchasing	67,100	79,892	82,092	2,200	61,598	75.04%
Sub-total	807,800	822,092	756,192	(65,900)	563,661	74.54%
<b>FINANCIAL SERVICES - RISK MANAGEMENT SERVICES</b>						
Risk Management Services	1,205,300	1,215,300	1,215,300	-	875,124	72.01%
Sub-total	1,205,300	1,215,300	1,215,300	-	875,124	72.01%

**CITY OF PENSACOLA  
BUDGET PROGRAMS  
FISCAL YEAR 2019  
(Unaudited)**

PROGRAM	FY 2020					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL 6/20	% OF BUDGET 6/20
FINANCIAL SERVICES - MAIL ROOM						
Mail Room	86,200	86,200	86,200	-	66,466	77.11%
Sub-total	86,200	86,200	86,200	-	66,466	77.11%
FIRE						
Administrative Support	493,700	493,700	528,522	34,822	400,414	75.76%
City Emergency Management	12,400	12,400	12,900	500	9,454	73.29%
Emergency Operations - Fire Suppression	7,931,700	7,931,700	7,727,520	(204,180)	5,895,251	76.29%
Emergency Operations - Rescue	352,200	352,200	356,900	4,700	250,275	70.12%
Facilities and Apparatus Management	833,100	858,256	884,194	25,938	639,175	72.29%
Fire Cadet	200,200	200,200	200,600	400	149,801	74.68%
Fire Code Enforcement	292,500	292,500	241,400	(51,100)	147,504	61.10%
Marine Operations	50,700	50,700	50,700	-	9,184	18.11%
Technical Support to City	12,400	12,400	12,900	500	9,454	73.29%
Training	147,300	147,300	148,520	1,220	107,792	72.58%
Sub-total	10,326,200	10,351,356	10,164,156	(187,200)	7,618,304	74.95%
HOUSING						
HOME Program	194,100	784,595	784,595	-	18,666	2.38%
SHIP Program	23,200	24,714	24,714	-	18,553	75.07%
Sub-total	217,300	809,309	809,309	-	37,219	4.60%
HOUSING - CDBG						
Community Development Block Grant (CDBG) Program	514,800	951,027	942,027	(9,000)	392,924	41.71%
Housing Rehabilitation	533,700	669,382	678,382	9,000	371,266	54.73%
Sub-total	1,048,500	1,620,409	1,620,409	-	764,190	47.16%
HOUSING - SECTION 8						
Section 8 Housing Assistance Payments Program Fund	18,462,200	18,482,598	18,482,598	-	12,716,642	68.80%
Sub-total	18,462,200	18,482,598	18,482,598	-	12,716,642	68.80%

**CITY OF PENSACOLA  
BUDGET PROGRAMS  
FISCAL YEAR 2019  
(Unaudited)**

PROGRAM	FY 2020					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL 6/20	% OF BUDGET 6/20
<b>HUMAN RESOURCES</b>						
Human Resources Administration	446,400	495,302	673,502	178,200	480,714	71.38%
Recruiting & Training	134,300	134,300	138,900	4,600	105,129	75.69%
Sub-total	580,700	629,602	812,402	182,800	585,843	72.11%
<b>HUMAN RESOURCES - CLINIC</b>						
Clinic	167,400	167,400	167,400	-	122,518	73.19%
Sub-total	167,400	167,400	167,400	-	122,518	73.19%
<b>INNOVATION &amp; TECHNOLOGY</b>						
Information Management	1,070,200	1,073,425	1,084,294	10,869	865,561	79.83%
Innovation & Technology Administration	216,200	216,200	258,300	42,100	225,166	87.17%
Network/System Management	1,102,500	1,593,579	1,540,079	(53,500)	988,770	64.20%
Public Safety	177,200	177,200	177,731	531	127,201	71.57%
Sub-total	2,566,100	3,060,404	3,060,404	-	2,206,698	72.10%
<b>INSPECTION SERVICES</b>						
Inspection Services	1,495,000	1,495,000	1,495,431	431	1,151,156	76.98%
Plan Review and Permitting	108,900	108,900	108,469	(431)	36,040	33.23%
Sub-total	1,603,900	1,603,900	1,603,900	-	1,187,196	74.02%
<b>LEGAL</b>						
Client Legal Advisory Services	799,700	799,700	797,800	(1,900)	546,952	68.56%
Sub-total	799,700	799,700	797,800	(1,900)	546,952	68.56%
<b>MAYOR</b>						
City Administrator/Cabinet	733,100	736,724	769,449	32,725	630,878	81.99%
Communications	193,300	193,300	160,575	(32,725)	65,898	41.04%
Constituent Services	211,000	211,000	58,423	(152,577)	58,418	99.99%
Neighborhood Services	-	-	211,577	211,577	37,018	
Office of the Mayor	143,800	149,300	149,300	-	90,054	60.32%
Sub-total	1,281,200	1,290,324	1,349,324	59,000	882,266	65.39%
<b>NON-DEPARTMENTAL FUNDING</b>						
Agency funding	3,853,500	4,259,238	4,259,238	-	3,644,748	85.57%
Sub-total	3,853,500	4,259,238	4,259,238	-	3,644,748	85.57%

**CITY OF PENSACOLA  
BUDGET PROGRAMS  
FISCAL YEAR 2019  
(Unaudited)**

PROGRAM	FY 2020					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL 6/20	% OF BUDGET 6/20
<b>PARKS &amp; RECREATION</b>						
Aquatics	332,500	362,500	362,453	(47)	251,781	69.47%
Athletic Field Maintenance	418,900	418,900	428,439	9,539	319,516	74.58%
Athletics	449,900	449,900	585,675	135,775	391,197	66.79%
Office of the Director (Administration)	824,600	824,600	916,200	91,600	658,311	71.85%
Park Administration & Maintenance	2,574,600	2,629,367	2,623,457	(5,910)	1,925,503	73.40%
Recreation/Resource Center Administration	943,000	943,000	842,033	(100,967)	599,637	71.21%
Resource Center	1,030,000	1,030,000	912,510	(117,490)	472,512	51.78%
Senior Center	235,900	235,900	199,400	(36,500)	130,606	65.50%
Volunteer & Outdoor Pursuits	58,800	58,800	58,800	-	36,739	62.48%
Sub-total	<u>6,868,200</u>	<u>6,952,967</u>	<u>6,928,967</u>	<u>(24,000)</u>	<u>4,785,802</u>	69.07%
<b>PARKS &amp; RECREATION - GOLF</b>						
Osceola Golf Course	775,100	779,900	779,900	-	538,531	69.05%
Sub-total	<u>775,100</u>	<u>779,900</u>	<u>779,900</u>	<u>-</u>	<u>538,531</u>	69.05%
<b>PARKS &amp; RECREATION - TENNIS</b>						
Roger Scott Tennis Center	128,700	145,200	145,200	-	62,484	43.03%
Sub-total	<u>128,700</u>	<u>145,200</u>	<u>145,200</u>	<u>-</u>	<u>62,484</u>	43.03%
<b>PARKS &amp; RECREATION - CMP</b>						
Community Maritime Park Cultural Events	1,124,300	1,403,022	1,403,022	-	800,359	57.05%
Sub-total	<u>1,124,300</u>	<u>1,403,022</u>	<u>1,403,022</u>	<u>-</u>	<u>800,359</u>	57.05%
<b>PENSACOLA ENERGY</b>						
Customer Service	1,152,600	1,167,025	1,167,025	-	794,348	68.07%
Gas Construction	5,987,900	7,365,168	7,370,368	5,200	5,293,870	71.83%
Gas Cost	19,091,200	19,091,200	18,921,100	(170,100)	11,703,519	61.85%
Gas Marketing	2,302,900	2,302,900	2,495,400	192,500	1,806,652	72.40%
Gas Operations	12,329,400	12,793,512	12,801,112	7,600	9,009,377	70.38%
Gas Training	347,600	347,600	356,500	8,900	194,147	54.46%
Infrastructure Replacement	1,365,600	1,638,980	1,594,880	(44,100)	534,792	33.53%
Sub-total	<u>42,577,200</u>	<u>44,706,385</u>	<u>44,706,385</u>	<u>-</u>	<u>29,336,705</u>	65.62%

**CITY OF PENSACOLA  
BUDGET PROGRAMS  
FISCAL YEAR 2019  
(Unaudited)**

PROGRAM	FY 2020					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL 6/20	% OF BUDGET 6/20
<b>PLANNING SERVICES</b>						
Business Licenses	46,100	46,100	46,100	-	35,898	77.87%
Pensacola Neighborhood Challenge (PNC)	50,000	194,623	194,623	-	-	0.00%
Planning Services	883,200	916,270	981,770	65,500	681,706	69.44%
Sub-total	979,300	1,156,993	1,222,493	65,500	717,604	58.70%
<b>POLICE</b>						
Administration - Chief's Office	1,601,400	1,676,400	1,700,635	24,235	1,176,697	69.19%
Cadets	368,200	368,200	368,250	50	168,079	45.64%
Central Records	451,100	451,892	455,934	4,042	333,628	73.17%
Communications Center	1,761,300	1,761,300	1,761,300	-	1,427,546	81.05%
Community Oriented Policing Squad	872,700	872,700	913,334	40,634	842,180	92.21%
Crime Scene Investigation	808,700	808,700	808,986	286	649,818	80.32%
Criminal Intelligence Unit	98,100	104,200	104,200	-	76,372	73.29%
Criminal Investigation Unit	2,571,600	2,571,600	2,570,200	(1,400)	2,004,235	77.98%
Neighborhood Unit	906,000	909,200	916,030	6,830	693,428	75.70%
Property Management	392,300	392,300	386,744	(5,556)	311,883	80.64%
School Resource Office (SRO)	855,100	855,100	834,580	(20,520)	528,165	63.29%
Traffic	1,048,700	1,048,700	1,048,600	(100)	1,143,078	109.01%
Training/Personnel	756,200	756,200	761,200	5,000	600,342	78.87%
Uniform Patrol	10,118,100	10,329,230	10,275,194	(54,036)	7,919,755	77.08%
Vice & Narcotics	761,300	761,300	761,835	535	549,368	72.11%
Sub-total	23,370,800	23,667,022	23,667,022	-	18,424,574	77.85%
<b>PORT</b>						
Administration	544,600	582,508	565,441	(17,067)	335,262	59.29%
Business & Trade Development	197,500	197,500	207,449	9,949	188,671	90.95%
Operations & Maintenance	1,106,300	1,106,300	1,109,708	3,408	795,167	71.66%
Seaport Security	279,400	279,400	279,410	10	185,818	66.50%
Waterfront Development	-	-	3,700	3,700	286	7.73%
Federal/State Matching Grant	-	507,721	507,721	-	152,946	30.12%
Sub-total	2,127,800	2,673,429	2,673,429	-	1,658,150	62.02%

**CITY OF PENSACOLA  
BUDGET PROGRAMS  
FISCAL YEAR 2019  
(Unaudited)**

PROGRAM	FY 2020					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL 6/20	% OF BUDGET 6/20
<b>PUBLIC WORKS &amp; FACILITIES - GENERAL FUND</b>						
Building Maintenance Administration	274,200	296,408	297,755	1,347	170,945	57.41%
City Facility Maintenance & Repair	1,187,600	1,197,600	1,204,700	7,100	839,886	69.72%
Daily Operations	281,300	282,787	282,608	(179)	190,786	67.51%
Resource Center Maintenance	132,200	188,098	186,751	(1,347)	115,601	61.90%
Street Daily Operation	1,159,800	1,395,193	1,375,193	(20,000)	735,798	53.51%
Traffic Signals & Street Lighting	1,849,400	2,060,772	2,018,663	(42,109)	931,163	46.13%
Traffic Striping	43,300	43,300	30,688	(12,612)	21,727	70.80%
Sub-total	<u>4,927,800</u>	<u>5,464,158</u>	<u>5,396,358</u>	<u>(67,800)</u>	<u>3,005,906</u>	55.70%
<b>PUBLIC WORKS &amp; FACILITIES - STORMWATER FUND</b>						
Stormwater Operation & Maintenance	1,923,500	2,043,933	2,027,999	(15,934)	1,472,445	72.61%
Street Sweeping FDOT Roadways	56,600	56,600	58,582	1,982	49,145	83.89%
Street Sweeping Operation & Maintenance	1,167,400	1,167,400	1,181,352	13,952	901,053	76.27%
Sub-total	<u>3,147,500</u>	<u>3,267,933</u>	<u>3,267,933</u>	<u>-</u>	<u>2,422,643</u>	74.13%
<b>PUBLIC WORKS &amp; FACILITIES - CENTAL SERVICES FUND</b>						
Plan Review	90,400	90,400	90,400	-	41,984	46.44%
Project Design	350,400	350,400	351,586	1,186	199,819	56.83%
Project Management	380,500	380,500	379,334	(1,166)	246,618	65.01%
Survey Operations Coordination	7,300	7,300	7,280	(20)	3,348	45.99%
Sub-total	<u>828,600</u>	<u>828,600</u>	<u>828,600</u>	<u>-</u>	<u>491,769</u>	59.35%
<b>SANITATION SERVICES</b>						
Code Enforcement	1,324,800	1,324,800	1,324,800	-	972,417	73.40%
Code Enforcement-Zoning/Housing	100,200	100,200	100,200	-	80,412	80.25%
Recycling Collection	933,600	1,213,736	1,298,976	85,240	1,070,003	82.37%
Residential Garbage Collection	3,914,000	4,793,429	4,649,232	(144,197)	3,558,297	76.54%
Transfer Station	618,200	646,955	644,186	(2,769)	552,592	85.78%
Yard Trash/Bulk Waste Collection	1,823,300	1,823,300	1,885,026	61,726	1,503,745	79.77%
Sub-total	<u>8,714,100</u>	<u>9,902,420</u>	<u>9,902,420</u>	<u>-</u>	<u>7,737,466</u>	78.14%
<b>SANITATION SERVICES - GARAGE</b>						
Central Garage	1,935,000	2,055,508	2,055,508	-	1,603,303	78.00%
Sub-total	<u>1,935,000</u>	<u>2,055,508</u>	<u>2,055,508</u>	<u>-</u>	<u>1,603,303</u>	78.00%
<b>TOTAL</b>	<u>\$ 166,577,200</u>	<u>183,653,279</u>	<u>183,653,279</u>	<u>-</u>	<u>121,773,984</u>	66.31%

**City of Pensacola, Florida**  
**Investment Schedule**  
**As of June 30, 2020**  
**(Unaudited)**

<u>POOLED INVESTMENTS</u>	<u>Invest Type</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Market Value</u>
Compass	CD	07/22/19	07/22/20	2.13%	5,000,000.00	5,000,000.00
BankUnited	CD	07/22/19	07/22/20	2.08%	20,000,000.00	20,000,000.00
ServisFirst Bank	CD	08/13/19	08/13/20	2.11%	15,000,000.00	15,000,000.00
Synovus (Florida Community Bank)	CD	08/13/19	08/13/20	2.00%	5,000,000.00	5,000,000.00
BBVA (Compass Bank)	CD	12/11/19	12/11/20	1.66%	15,000,000.00	15,000,000.00
Synovus (Florida Community Bank)	CD	12/10/19	12/10/20	1.71%	30,000,000.00	30,000,000.00
BankUnited	CD	12/11/19	12/11/20	1.75%	15,000,000.00	15,000,000.00
Synovus	CD	01/24/20	01/24/21	1.65%	5,000,000.00	5,000,000.00
ServisFirst Bank	CD	01/24/20	01/24/21	1.61%	5,000,000.00	5,000,000.00
Synovus	CD	03/05/20	03/05/21	1.23%	15,000,000.00	15,000,000.00
BankUnited	CD	03/13/20	12/13/20	0.75%	15,000,000.00	15,000,000.00
BBVA	MM	03/12/20	03/12/21	(a)	5,000,000.00	5,000,000.00
ServisFirst Bank	CD	06/01/20	06/01/22	0.60%	5,000,000.00	5,000,000.00
<u>City's- GCA (checking account)</u>						
Wells Fargo Bank		ERC 0.25% up to fees and 0.17% on excess balance			25,794,401.63	25,794,401.63
TOTAL INVESTMENTS					\$ 180,794,401.63	\$ 180,794,401.63

Money Market interest rate is based on the Federal Funds Rate less 20 basis points.

Wells Fargo Bank is the City's primary depository.

**CITY OF PENSACOLA**  
**DEBT SERVICE SCHEDULE**  
**June 30, 2020**  
**(Unaudited)**

	BALANCE 09/30/19	ADDITION OR (RETIREMENT) OF PRINCIPAL	ESTIMATED BALANCE 06/30/20	REQUIRED RESERVES <sup>(a)</sup>	FUTURE INTEREST	MATURITY DATE
2008 AIRPORT TAXABLE CFC REVENUE NOTE	5,800,000.00	0.00	5,800,000.00	0.00	510,134.23 <sup>(b)</sup>	12/31/21
2009A REDEVELOPMENT REVENUE BONDS (CMP)	1,175,000.00	(1,175,000.00)	0.00	0.00	0.00	04/01/20
2011 GAS SYSTEM REVENUE NOTE	1,614,000.00	(527,000.00)	1,087,000.00	0.00	22,833.25	10/01/21
2015 AIRPORT REFUNDING REVENUE NOTE	9,680,000.00	(970,000.00)	8,710,000.00	1,219,797.50	917,872.50	10/01/27
2016 LOCAL OPTION GAS TAX REVENUE BOND	11,434,000.00	(1,340,000.00)	10,094,000.00	0.00	659,898.00	12/31/26
2016 GAS SYSTEM REVENUE NOTE	13,491,000.00	(1,232,000.00)	12,259,000.00	0.00	919,428.55	10/01/26
2016 EASTSIDE REDEVELOPMENT REVENUE LOAN	500,000.00	0.00	500,000.00	0.00	332,949.00	12/31/45
2017 EASTSIDE REDEVELOPMENT REVENUE BOND	1,197,000.00	(50,000.00)	1,147,000.00	0.00	373,825.80	04/01/37
2017 WESTSIDE REDEVELOPMENT REVENUE BOND	3,738,000.00	(155,000.00)	3,583,000.00	0.00	1,166,998.50	04/01/37
2017 AIRPORT REFUNDING REVENUE NOTE	5,760,000.00	(555,000.00)	5,205,000.00	0.00	545,987.75	10/01/27
2017 INFRASTRUCTURE SALES SURTAX REVENUE BOND	23,048,000.00	(2,091,000.00)	20,957,000.00	0.00	2,091,444.75	10/01/28
2017 URBAN CORE REDEVELOPMENT REVENUE BOND	7,750,000.00	(125,000.00)	7,625,000.00	0.00	2,111,217.00	04/01/40
2018 AIRPORT REFUNDING REVENUE NOTE	29,354,000.00	(994,000.00)	28,360,000.00	2,149,814.60	11,862,822.90	10/01/38
2019 URBAN CORE REDEV REFUNDING AND IMPROV REV BOND	58,140,000.00	0.00	58,140,000.00	0.00	28,803,224.56	12/31/43
<b>TOTAL</b>	<b>\$ 172,681,000.00</b>	<b>(9,214,000.00)</b>	<b>163,467,000.00</b>	<b>3,369,612.10</b>	<b>50,318,636.79</b>	

<sup>(a)</sup> Does not include required O&M and R&R reserves.

<sup>(b)</sup> Estimated.



**CITY OF PENSACOLA**  
**DEBT SERVICE SCHEDULE BY ALLOCATION**  
**June 30, 2020**  
**(Unaudited)**

	BALANCE 09/30/19	ADDITION OR (RETIREMENT) OF PRINCIPAL	ESTIMATED BALANCE 06/30/20	REQUIRED RESERVES <sup>(a)</sup>	FUTURE INTEREST	MATURITY DATE
<b><u>LOCAL OPTION GAS TAX FUND</u></b>						
2016 LOCAL OPTION GAS TAX REVENUE BOND	11,434,000.00	(1,340,000.00)	10,094,000.00	0.00	659,898.00	12/31/26
TOTAL LOCAL OPTION GAS TAX FUND	11,434,000.00	(1,340,000.00)	10,094,000.00	0.00	659,898.00	
<b><u>COMMUNITY REDEVELOPMENT AGENCY</u></b>						
2009A REDEVELOPMENT REVENUE BONDS (CMP)	1,175,000.00	(1,175,000.00)	0.00	0.00	0.00	04/01/20
2016 EASTSIDE REDEVELOPMENT REVENUE LOAN	500,000.00	0.00	500,000.00	0.00	332,949.00	12/31/45
2017 EASTSIDE REDEVELOPMENT REVENUE BOND	1,197,000.00	(50,000.00)	1,147,000.00	0.00	373,825.80	04/01/37
2017 WESTSIDE REDEVELOPMENT REVENUE BOND	3,738,000.00	(155,000.00)	3,583,000.00	0.00	1,166,998.50	04/01/37
2017 URBAN CORE REDEVELOPMENT REVENUE BOND	7,750,000.00	(125,000.00)	7,625,000.00	0.00	2,111,217.00	10/01/28
2019 URBAN CORE REDEV REFUNDING AND IMPROV REV BOND	58,140,000.00	0.00	58,140,000.00	0.00	28,803,224.56	12/31/43
TOTAL COMMUNITY REDEVELOPMENT AGENCY	72,500,000.00	(1,505,000.00)	70,995,000.00	0.00	32,788,214.86	
<b><u>LOCAL OPTION SALES TAX FUND</u></b>						
2017 INFRASTRUCTURE SALES SURTAX REVENUE BOND	23,048,000.00	(2,091,000.00)	20,957,000.00	0.00	2,091,444.75	10/01/28
TOTAL LOCAL OPTION SALES TAX FUND	23,048,000.00	(2,091,000.00)	20,957,000.00	0.00	2,091,444.75	
<b><u>GAS UTILITY FUND</u></b>						
2011 GAS SYSTEM REVENUE NOTE	1,614,000.00	(527,000.00)	1,087,000.00	0.00	22,833.25	10/01/21
2016 GAS SYSTEM REVENUE NOTE	13,491,000.00	(1,232,000.00)	12,259,000.00	0.00	919,428.55	10/01/26
TOTAL GAS UTILITY FUND	15,105,000.00	(1,759,000.00)	13,346,000.00	0.00	942,261.80	
<b><u>AIRPORT FUND</u></b>						
2008 AIRPORT TAXABLE CFC REVENUE NOTE	5,800,000.00	0.00	5,800,000.00	0.00	510,134.23 <sup>(b)</sup>	12/31/21
2015 AIRPORT REFUNDING REVENUE NOTE	9,680,000.00	(970,000.00)	8,710,000.00	1,219,797.50	917,872.50	10/01/27
2017 AIRPORT REFUNDING REVENUE NOTE	5,760,000.00	(555,000.00)	5,205,000.00	0.00	545,987.75	10/01/27
2018 AIRPORT REFUNDING REVENUE NOTE	29,354,000.00	(994,000.00)	28,360,000.00	2,149,814.60	11,862,822.90	10/01/38
TOTAL AIRPORT FUND	50,594,000.00	(2,519,000.00)	48,075,000.00	3,369,612.10	13,836,817.38	
TOTAL	\$ 172,681,000.00	(9,214,000.00)	163,467,000.00	3,369,612.10	50,318,636.79	

(a) Does not include required O&M and R&R reserves.

(b) Estimated.

**CITY OF PENSACOLA**  
**SCHEDULE OF LEGAL COSTS**  
**June 30, 2020**  
**(Unaudited)**

<b>ATTORNEY NAME OR FIRM</b>	<b>AMOUNT PAID</b>	<b>NATURE OF SERVICES PROVIDED</b>
<b>RISK MANAGEMENT:</b>		
QUINTAIROS PRIETO WOOD & BOYER PA	7,295.00	Workers Compensation and Liability Claims
RODERIC G. MAGIE, PA	47,806.10	Workers Compensation Claims
SNIFFEN & SPELLMAN PA	50,759.15	Police Liability Claims
WILSON HARRELL & FARRINGTON PA	53,458.17	Claims and Litigation
	<b>159,318.42</b>	<b>TOTAL:</b>
<b>ST AEROSPACE:</b>		
BEGGS & LANE	200,004.37	Airport VT Mobile Aerospace Engineering Project
	<b>200,004.37</b>	<b>TOTAL:</b>
<b>ALL OTHER LEGAL COSTS:</b>		
ALLEN NORTON & BLUE P A	\$20,336.95	Administrative, Collective Bargaining and Employee Matters
BEGGS & LANE	9,204.00	Contract and Real Estate Law
BRYANT MILLER OLIVE PA	5,617.53	Bond Counsel
CARLTON FIELDS JORDEN BURT	40,871.94	Environmental and Real Estate
GRAY ROBINSON PA	20,358.70	Fee, Tax and Pension Plan Compliance
GUNSTER YOAKLEY & STEWART PA	5,550.45	Natural Gas Matters
LOCKE LORD LLP	2,500.00	Bond Disclosure Counsel
MCCARTER & ENGLISH LLP	9,229.32	Natural Gas Industry
NABORS GIBLIN & NICKERSON P A	3,925.75	Annual Stormwater Assessment Program
PLAUCHE MASELLI PARKERSON LLP	380.00	Utility Litigation
RAY, JR LOUIS F	17,226.00	Code Enforcement Special Magistrate
STEINMEYER FIVEASH LLP	1,320.00	Environmental and Property Matters
	<b>136,520.64</b>	<b>TOTAL:</b>
<b>REPORT TOTAL</b>	<b>\$495,843.43</b>	

TREE PLANTING TRUST FUND  
FISCAL YEAR 2020  
FEES COLLECTED THROUGH JUNE 30, 2020

Address	District	Amount	Purpose
1820 E. Gonzalez Street	4	3,600.00	Removal Without Permit Penalty
2910 N. 12th Avenue	5	19,100.00	New Commercial
927 E. Fisher Street	5	1,000.00	New Single Family
324 S. "N" Street	7	1,000.00	New Single Family
359 Clubbs Street	7	1,000.00	New Single Family
1289 E. Avery Street	5	1,000.00	Removal of Tree at Existing House
5653 Leesway Blvd	1	1,000.00	Tree & Roots Damaging Home
Total		<u>27,700.00</u>	

CITY OF PENSACOLA  
Contracts/ Expenditures  
Over \$25,000 Approved By Mayor  
4/01/20 - 4/30/20

NAME OF COMPANY	NATURE OF SERVICES PROVIDED & DEPARTMENT	SBE	PURCHASE METHOD	AMOUNT PAID	BUDGETED
<b>FORMAL BID/RFQs</b>					
Blue Sky Landscaping, LLC	Landscape & Irrigation Maintenance Services - Airport	Yes	ITB 20-027	\$89,319.00	Yes
Bozard Ford Company	19,500 GVWR Bucket Truck - Parks & Recreation	No	ITB 20-040	132,966.00	Yes
Collins Land Services, Inc	Obstruction Clearing - Airport	No	ITB 20-025	315,000.00	Yes
Gulf Coast Traffic Engineers	Spring Street Road Diet Project - Engineering	No	ITB 20-038	55,366.00	Yes
Stuart C Irby, Co. dba Irby Electrical Distributor	298 Street Light Fixtures & 298 Poles - Public Works	No	ITB 20-034	828,440.00	Yes
<b>EMERGENCY PURCHASES</b>					
Davis Marine Construction, Inc.	Berth 5 Enhancements - Port	Yes	Single Quote	37,500.00	Yes
<b>CONTRACT RENEWALS/ EXTENSIONS</b>					
New World Cleaning	1 Year Extension of Janitorial Services for City Hall - Public Works	No	Quotations	56,117.00	Yes
PC Specialist dba Technology Integration Group	Smart Renewal for 05/01/2020 - 04/30/2021 - Technology Resources	No	Single Quote	28,018.00	Yes
Safe Lawn, Inc.	Zone 4 & 5 Landscape 9 Month Maintenance - Parks & Recreation	Yes	Year 2 of 3 Under Quotation	92,000.00	Yes

CITY OF PENSACOLA  
Contracts/ Expenditures  
Over \$25,000 Approved By Mayor  
4/01/20 - 4/30/20

NAME OF COMPANY	NATURE OF SERVICES PROVIDED & DEPARTMENT	SBE	PURCHASE METHOD	AMOUNT PAID	BUDGETED
<b>QUOTES &amp; DIRECT NEGOTIATIONS</b>					
Atkins North America, Inc.	Service Authorization #2019-8: Reus Street Revitalization - CRA	No	Continuing Contract Srcv RFQ 19-023	\$30,940.00	Yes
Baskerville-Donovan, Inc.	One (1) Ford F-150 Crew Cab Bi-Fuel CNG – Pensacola Energy	No	Continuing Contract Srcv RFQ 19-023	78,040.00	Yes
Bass Corrosion Services, Inc.	Revised Cathodic Protection System Install & Commissioning - Pensacola Energy	Yes	Direct Negotiation	47,090.00	Yes
Big Orange Enterprise, LLC dba Escape Landscaping & Lawn Care	Zone 2 & 3 Landscape Maintenance, 9 Month Services, Year 3 of 3 - Parks & Recreation	Yes	Quotations	79,075.00	Yes
Fabadashery, LLC	Fabrication & Installation of Baggage Claim Area Art - Airport	No	Single Quote	30,500.00	Yes
Reynolds Smith & Hills, Inc.	Work Order # 12- Runway Object Free Area - Airport	No	Continuing Contract Srcv RFQ 17-022	199,763.00	Yes
Security Engineering of Pensacola	Hunter Pool Resurfacing Project Security System Maintenance Agreement - Port	No	Single Quote	45,336.00	Yes
<b>QUOTES &amp; DIRECT NEGOTIATIONS</b>					
Hi-Lite Group, LLC dba Hi-Lite Airfield Services, LLC	Runway, Taxiway, & Apron Painting Services - Airport	No	FDOT #BE-497	142,549.00	Yes
Municipal Equipment Company	27 Sets of Bunker Coats, Pants, & Boots - Fire	No	Lake Co. Contract #17-0606H	68,904.00	Yes
Playcore Wisconsin, Inc. dba Gametime/Playcore Wisconsin	Kiwanis Dog Park Amenities - Parks & Recreation	No	US Communities Contract# 2017001134	40,943.00	Yes

CITY OF PENSACOLA  
Contracts/ Expenditures  
Over \$25,000 Approved By Mayor  
5/01/20 - 5/31/20

NAME OF COMPANY	NATURE OF SERVICES PROVIDED & DEPARTMENT	SBE	PURCHASE METHOD	AMOUNT PAID	BUDGETED
<b>QUOTES &amp; DIRECT NEGOTIATIONS</b>					
Atkins North America, Inc.	Service Authorization #2020-2: Sidewalk & Landscape Improvements, Main Street from A street to Clubbs Street - CRA	No	Continuing Contract Srcv RFQ 19-023	\$25,465.00	Yes
Atkins North America, Inc.	Service Authorization #2020-3: Garden Street Landscape Beautification Design, Alcaniz to A street - CRA	No	Continuing Contract Srcv RFQ 19-023	42,528.00	Yes
Atkins North America, Inc.	Work Order # 28 – ATCT Elevator Retrofit Engineering Services - Engineering	No	Continuing Contract Srcv RFQ 17-022	82,836.00	Yes
APTIM Corp. dba APTIM Port Services, LLC	Work Order # 10 – Engineering Services Shore Power Berth 3 - Port	No	Continuing Contract Srcv RFQ 15-031	39,634.00	Yes
Baskerville Donovan	Service Authorization #29001.13: Community Maritime Park Day Marina Design Services - CRA	No	Continuing Contract Srcv RFQ 19-023	133,330.00	Yes
Design Home Builders, Inc.	Residential Property Improvement Program (RPIP) Contract 610 W. La Rua Street - CRA	No	Single Quote	41,650.00	Yes
Design Home Builders, Inc.	Residential Property Improvement Program (RPIP) Contract 525 W Romana St. - CRA	No	Single Quote	70,000.00	Yes
Emerson Process Mgmt., LLC	SCADA/ Telemetry Upgrades Stormwater Ponds/ Lift Stations - Public Works	No	Quotations	31,649.00	Yes
Government Jobs.com	Applicant Tracking, Performance & Learning Mgmt. System - Human Resources	No	Single Quote	40,811.00	Yes
Hewes & Company, LLC	Change Order #4 - Installation of Material Powered Roller Shades at Bayview Center - Parks & Recreation	Yes	ITB 18-035	64,202.00	Yes

CITY OF PENSACOLA  
Contracts/ Expenditures  
Over \$25,000 Approved By Mayor  
5/01/20 - 5/31/20

NAME OF COMPANY	NATURE OF SERVICES PROVIDED & DEPARTMENT	SBE	PURCHASE METHOD	AMOUNT PAID	BUDGETED
<b><u>QUOTES &amp; DIRECT NEGOTIATIONS (Continued)</u></b>					
Mott MacDonald Florida	Work Order # 44 – Runway 8-26 Crack Maintenance & Repair Engineering Services – Airport	No	Continuing Contract Srcv RFQ 17-022	36,636.00	Yes
Mott MacDonald Florida	Service Authorization #502100054-008 Engineering Services for Roger Scott Tennis Center Improvement – Parks & Recreation	No	Continuing Contract Srcv RFQ 19-023	244,370.00	Yes
Mott MacDonald Florida	Work Order # 39 – Administration Services for VTMAE Project Titan – Airport	No	Continuing Contract Srcv RFQ 17-022	3,586,485.00	Yes
Site and Utility, LLC	2020 Multi-Intersection Drainage Improvements Project Phase 4 - Engineering	Yes	Quotations	63,750.00	Yes
Site and Utility, LLC	2020 Sidewalk Project Phase 3 - Engineering	Yes	Quotations	85,015.00	Yes

CITY OF PENSACOLA  
Contracts/ Expenditures  
Over \$25,000 Approved By Mayor  
6/01/20 - 6/30/20

NAME OF COMPANY	NATURE OF SERVICES PROVIDED & DEPARTMENT	SBE	PURCHASE METHOD	AMOUNT PAID	BUDGETED
<b><u>Contract Renewals/Extensions</u></b>					
Champion Cleaning Specialist	1 Year Extension of Video Inspection of Sewer Mains and Lateral - Pensacola Energy	No	Quotations	\$54,000.00	Yes
Florida Cleaning System dba FCS Facility Services	Janitorial & Carpet Cleaning Services - Airport	No	ITB 19-008, Year 2 of 3	298,728.00	Yes
Young Men's Christian Association of Northwest Florida, Inc.	YMCA Swim Facility Management 2020-2023 - Parks & Recreation	No	Year 2 of 3 Contract	120,537.00	Yes
<b><u>QUOTES &amp; DIRECT NEGOTIATIONS</u></b>					
Atkins North America, Inc.	Service Authorization #2019-7: Devilliers Street Revitalization Limited Construction Engineering & Inspection - CRA	No	Continuing Contract Svc RFQ 19-023	30,940.00	Yes
Atkins North America, Inc.	Work Order # 24 – Project Titan Element 2 Prerequisites – Airport	No	Continuing Contract Svc RFQ 17-022	550,187.00	Yes
Equipment Controls Co., Inc	Elaster 300 & 600 Smartpoints - Pensacola Energy	No	Single Quote	34,000.00	Yes
Gulf Power Company	Installation of Street Lighting for 71 Locations in Bayou Boulevard Area - Public Works	No	Single Quote	45,094.00	Yes
John Bean Technologies Corporation dba JBT Aerotech Airport Services	Jet Bridge Repairs to Cable Carriers - Airport	No	Single Quote	45,437.00	Yes
PC Specialist, Inc dba Technology Integration Group	Iboss Renewal, 06/07/2020 to 06/07/2023 - Technology Resources	No	Single Quote	38,767.00	Yes
Transportation Control System	McCain Control, UPS Piggy, 8 Port GBE Ethernet, Power Kit, & Board Assembly - Public Works	No	Sole Source	65,411.00	Yes
<b><u>STATE, FEDERAL, OTHER BUYING CONTRACTS</u></b>					
Dell Marketing LP	Dell Latitude 5500 (14) with Extra Monitor, Dock, & Briefcase - Engineering	No	Florida State Contract # 43211500-WSCA-15-ACS	\$26,731.00	Yes
Mity Lite, Inc	Bayview Center CIP FFE Equipment, Tables, Chairs, Carts	No	Buyboard Contract # 584-19	76,248.00	Yes



# Financial Report

City of Pensacola

3rd Quarter Financial Statement

Nine Months Ending June 30, 2020

# FY 2020 Issues

- Slower growth in the Economy Continues
- Half-Cent Sales Tax & Local Option Sales Tax
  - Decrease in Revenue
- Ad Valorem Taxable Valuations
  - Positive Growth
- COVID-19 - Revenues Trending Lower
- Expenditures in total, in line with Budgeted Projections
- Interest Rates
- Legal Services and Fees
- Contracts & Expenditures over \$25,000 Approved by Mayor

# General Fund

- In Total, Revenues Exceeded Budget
  - Attributed to Property Tax, Local Business Tax Revenues & Transfer from Pensacola Energy
  - Franchise Fees & Public Service Tax – **+\$136,000** or **1.29%**
  - Half-Cent Sales Tax – **- \$246,800** or **7.26%**
  - Communication Services Tax – **+\$76,800** or **3.78%**
  - Municipal Revenue Sharing – **+\$7,800** or **.45%**

# General Fund

- In Total, Revenues Exceeded Budget
  - Until End of COVID-19 Pandemic Revenues are Unknown to Meet Budget by FYE
- Special Permits within Planning Services Have Exceeded Budget
- Parks and Recreation Boat Launch Fees delayed
  - Due to COVID-19, Not Anticipated to Meet Budget at FYE
- Revenues for Escambia School Board for the School Resources Officer's program will not meet Budget
- General Fund Transfer to Stormwater Capital Projects are Projected to be Within Budget at FYE
- Third Quarter Expenditures, In Total, Within Budget

# Tree Planting Trust Fund

- Revenue and Expenditures Recorded in General Fund
  - Total Contributions Plus Interest Income - \$33,500
  - Expenditures/Encumbrances - \$0
  - Resolution was Adopted by City Council to Move \$100,000 for Implementation of the Tree Planting and Management Plan on November 14, 2019.
  - End of Third Quarter Unencumbered Balance - \$528,974.

# Park Purchases Trust Fund

- Revenue and Expenditures Recorded in General Fund
  - Total Contributions Plus Interest Income - \$1,300
  - Expenditures/Encumbrances - \$0
  - End of Third Quarter Unencumbered Balance - \$110,479

# Housing Initiatives Fund/Inner City Housing Initiatives Fund

- Revenue and Expenditures Recorded in General Fund
  - Pensacola Inner City Community Redevelopment Area
    - City Council Allocated Funds August 10, 2017 - \$440,000
  - Third Quarter “Inner City Housing Initiatives Fund” Total Contributions - \$5,300
  - “Inner City Housing Initiatives Fund” Expenditures/Encumbrances - \$0
  - End of Third Quarter Unencumbered Balance for ““Inner City Housing Initiatives Fund” - \$454,590

# Housing Initiatives Fund/Inner City Housing Initiatives Fund

- Third Quarter “Housing Initiatives Fund” Total Contributions - \$600
- “Housing Initiatives Fund” Expenditures/Encumbrances - \$9,300
- End of Third Quarter Unencumbered Balance for “Housing Initiatives Fund” - \$43,070



# Special Revenue Funds

- Local Option Gasoline Tax Fund
  - Revenue was **\$10,100** or **1.17%** Below Budget for 3rd Quarter
  - Local Option Gasoline Tax Revenues May Not Meet Budget by FYE
  - Fund Expenditures Will Not Exceed Revenues for the Fiscal Year

# Special Revenue Funds

- Stormwater Utility Fund
  - Revenue of \$2,731,500 Represents 99.77% of Budget
  - Expenditures are Consistent with Budget for 3rd Quarter

# Special Revenue Funds

- Municipal Golf Course Fund
  - Expenditures Exceeded Revenue by **\$128,400** Before General Fund Subsidy (\$187,500)
    - **\$52,800** Above FY 2019 3rd Quarter Revenues
      - Increase in Revenue Due to Good Weather and Essential Services Provided by Osceola

# Special Revenue Funds

- Municipal Golf Course Fund
  - 16,101 Rounds Played in 3rd Quarter of FY 2020 – an Increase of **1,012** Rounds From FY 2019
  - 4,771 of Driving Range Usage in 3rd Quarter of FY 2020 – an Increase of **771** Driving Range Usage from FY 2019
  - Concession Payments are Current Through the 3rd quarter of FY 2020
  - Expenditures Consistent with Budget

# Special Revenue Funds

- Inspection Services Fund
  - In Total, Revenues Exceeded Expenditures By **\$32,700**
  - Revenues **\$35,300** Less than Prior Year
  - COVID-19 Pandemic has Resulted in a Slight Downturn in Revenue and Less Overall Commercial Construction
  - Expenditures Were Consistent With Budget

# Special Revenue Funds

## ■ Roger Scott Tennis Center

- Revenues Exceeded Expenditures by **\$32,300**
- Revenues Declined Due to COVID-19 Pandemic
- Expenditures Not Anticipated to Exceed Budget
- Three-year Contract with Gulf Coast Tennis Group, LLC for the Operation & Management of Roger Scott Tennis Center
- Effective January 1, 2018
  - City Receives Minimum Annual Guaranteed Revenue of \$125,000
    - Estimated to Fund City's Cost of Operations

# Special Revenue Funds

- Community Maritime Park Management Services Fund
  - Expenditures Exceeded revenues by **\$230,400**
    - Expenditures Will Continue to Exceed Revenues Until Fourth Quarter
  - Revenues **\$112,000** Less than Prior Year
  - Also Impacted by COVID-19 Pandemic
    - Limited Activities at Park and Baseball is Cancelled for the Remainder of the Season
  - Expenses Consistent with Budget

# Capital Projects Funds

- Local Option Sales Tax Fund
  - Revenues were Below Budget by **-\$467,100** or **7.63%** Down
    - Mainly Due to COVID-19 Pandemic
  - Expenditures in Total, Consistent with Budget
  - Extension of Local Option Sales Tax (Through 12/31/2028)
  - Anticipated that a Draw Upon City's Pooled Cash Will Occur Through the Life of the LOST IV Series.



# Capital Projects Funds

- Stormwater Capital Projects Fund
  - General Fund Transfer Equaled Collection - \$2,728,700
  - Expenditures Within Budget

# Enterprise Funds

## ■ Gas Utility Fund

- Fund Balance and Revenue were Below Expenses and Encumbrances by **\$637,400**
  - Capital Outlay, Debt Service & Transfer Expenditures
- Third Quarter FY20 Revenues were Below FY19 Revenues
  - Decrease Due to Warmer Weather and the Reduction in Gas Costs
- Additional \$0.10 per Ccf - \$1,306,964
- Infrastructure Cost Recovery Fee - \$2,617,100
- In Total, Expenses Consistent with Budget

# Enterprise Funds

## ■ Sanitation Fund

- Fund Balance and Operating Revenue were Below Operating Expenses and Encumbrances by **\$225,500**
  - Fund Revenues were **\$116,400** Above FY 19 Revenues
- Federal CNG Rebates of \$1,181,082 has been Received
  - Will be Used to Offset the Cost of Capital Equipment
- Expenses Consistent with Budget

# Enterprise Funds

## ■ Port of Pensacola

- Fund Balance and Revenues Exceeded Expenses and Encumbrances by **\$546,300**
- Revenues Exceeded FY 19 Revenues By **\$43,400**
  - Increase in Wharfage, Dockage, Storage, Security Fees and Interior Lighting
    - Increase in Port Tariff Rate
    - GE Doubled Utilization of the Port
- Expenses, In Total, were at Budget
  - Due to Increased Activity at the Port
  - Expenses **\$380,500** Less than FY 2019 for Same Time Period

# Enterprise Funds

## ■ Airport Fund

- Fund Balance and Revenue Exceeded Expenses and Encumbrances by **\$7.1 Million**
- Passenger Traffic Decreased by 64.11% Compared to Third Quarter of FY 2019
- Airport Revenues were **\$7,404,300** Below FY 2019
  - Airline Revenues were **\$448,400** Above Prior Fiscal Year
  - Non-Airline Revenues Decreased from Prior Fiscal Year by **\$2,836,500**
  - Combined Revenue from Rental Cars and Rental Car Facility Charge were Below Prior Fiscal Year by **\$1,077,394**
  - Parking Lot Revenue was **\$1,615,400** Below prior year
- Expenses Consistent with Budget
- Transportation Industry is Experiencing the Effects of COVID-19 Pandemic
  - Passenger Traffic Dropping

# Internal Service Funds

- Insurance Retention Fund/Central Services Fund

- Provide Services To the City's Other Operating Funds
- Revenues and Expenses Consistent With Budgeted Levels

# Investment and Debt Service Schedules

- Provided For Information
  - Listing of City Investments
  - Listing of City's Debt Issues
  - Interest Rates

# Legal Costs Schedule

- Schedule of Legal Costs Paid to Attorneys and/or Firms Who Have Provided Services to the City



# Legal Costs Schedule

CITY OF PENSACOLA  
SCHEDULE OF LEGAL COSTS  
June 30, 2020  
(Unaudited)

ATTORNEY NAME OR FIRM	AMOUNT PAID	NATURE OF SERVICES PROVIDED
<b>RISK MANAGEMENT:</b>		
QUINTAIROS PRIETO WOOD & BOYER PA	7,295.00	Workers Compensation and Liability Claims
RODERIC G. MAGIE, PA	47,806.10	Workers Compensation Claims
SNIFFEN & SPELLMAN PA	50,759.15	Police Liability Claims
WILSON HARRELL & FARRINGTON PA	53,458.17	Claims and Litigation
	<u>159,318.42</u>	<b>TOTAL:</b>
<b>ST AEROSPACE:</b>		
BEGGS & LANE	200,004.37	Airport VT Mobile Aerospace Engineering Project
CLARK PARTINGTON HART LARRY	0.00	Aviation Real Estate Closing
	<u>200,004.37</u>	<b>TOTAL:</b>
<b>ALL OTHER LEGAL COSTS:</b>		
ALLEN NORTON & BLUE P A	\$20,336.95	Administrative, Collective Bargaining and Employee Matters
BEGGS & LANE	9,204.00	Contract and Real Estate Law
BONDURANT MIXON & ELMORE LLP	0.00	Civil Rights Litigation
		Housing plans
BOZEMAN, JAMES C DBA TODAYS HOMES	0.00	
BRYANT MILLER OLIVE PA	5,617.53	Bond Counsel
CARLTON FIELDS JORDEN BURT	40,871.94	Environmental and Real Estate
GRAY ROBINSON PA	20,358.70	Fee, Tax and Pension Plan Compliance
GUNSTER YOAKLEY & STEWART PA	5,550.45	Natural Gas Matters
LOCKE LORD LLP	2,500.00	Bond Disclosure Counsel
MCCARTER & ENGLISH LLP	9,229.32	Natural Gas Industry
NABORS GIBLIN & NICKERSON P A	3,925.75	Annual Stormwater Assessment Program
PLAUCHE MASELLI PARKERSON LLP	380.00	Utility Litigation
RAY, JR LOUIS F	17,226.00	Code Enforcement Special Magistrate
RAYMOND, MARK E	0.00	CFC Note Restructure
SPERO, DONALD J	0.00	Arbitration
STEINMEYER FIVEASH LLP	1,320.00	Environmental and Property Matters
	<u>136,520.64</u>	<b>TOTAL:</b>
<b>REPORT TOTAL</b>	<u><u>\$495,843.43</u></u>	

# Financial Report

City of Pensacola

3rd Quarter Financial Statement

Nine Months Ending June 30, 2020



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00434

City Council

8/13/2020

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### **DISCUSSION ITEM**

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

**SUBJECT:**

CARES ACT FUNDING

### **SUMMARY:**

On or about March 27, 2020, President Trump signed into law the Coronavirus Aid, Relief and Economic Security Act (CARES Act) to facilitate the provisions of federal assistance and relief in response to the COVID-19 pandemic. Title V of the CARES ACT established the "Coronavirus Relief Fund" and appropriated \$150 billion in such fund for Fiscal Year 2020 to provide direct assistance to state, tribal territorial and local governments to fund certain necessary and allowable expenses incurred due to the public health emergency with respect to COVID-19.

Utilizing a population-based formula describe within the CARES Act, the State of Florida was allocated \$8.328 billion of which 55% (\$4.8 billion) was reserved for the state and 45% (\$3.747 billion) was reserved for direct payments to eligible local government jurisdictions that exceed 500,000 in population. On June 10, 2020 the Governor announced that the State would disburse up to \$1.275 billion to counties with a population below 500,000.

Escambia County and FDEM entered into FDEM CARES Act Funding Agreement providing 25% of the County's total allocation directly to the County. Through this agreement the County has received \$14,321,324 from the Florid Division of Emergency Management which represents 25% of the County's potential total reimbursement of \$57,285,296.

The Mayor sent a letter to the County Commission regarding the potential of the City receiving a fair share portion of this funding.

This item seeks to discuss that allocation as well as potential uses if the funding is obtained.

### **PRIOR ACTION:**

None

### **STAFF CONTACT:**

Don Kraher, Council Executive  
Keith Wilkins, City Administrator

1803

**ATTACHMENTS:**

- 1) CARES Request from Mayor to BCC
- 2) CARES Spreadsheet
- 3) BCC Transmittal Letter

**PRESENTATION:** No

# City of Pensacola

## Coronavirus Aid, Relief and Economic Security Act

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City of Pensacola, Florida

Funding Request

July 22, 2020

## INTRODUCTION

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The City of Pensacola understands that a portion of \$57.3 million awarded to the County from the State of Florida through the Coronavirus Aid, Relief, and Economic Security (CARES) Act Federal stimulus package will be allocated to the municipalities and townships located within Escambia County. In an effort to provide the County with an idea of the City's needs to prevent, prepare for and respond to COVID-19, the needs below have been identified. Funding will be utilized by the City to cover COVID-19 response-related costs which:

1. Are necessary expenditures incurred due to COVID-19
2. Were not accounted for in the budget most recently approved as of March 27, 2020
3. Were incurred during the period that began March 1, 2020 and ends December 30, 2020

## PUBLIC FACILITIES ~ \$2,600,000

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This category is designated to manage, control, and reduce the immediate threats to public health and safety by ensuring public facilities remain safe for the community. Based on the availability of funds, programs and services may include but are not limited to:

- A. Enhanced sanitizing, disinfecting and safety protocols in City owned buildings and public venues
- B. Permanent safety improvements, reconfigurations, barriers, temperature scanners, hand sanitizing machines, air sanitizing systems and like items
- C. Design, translation and promotion of COVID-19 messaging to ensure building safety protocols are known
- D. Equipment purchases to make public events available for citizens in a safe environment through social distancing measures

## EMPLOYEE HEALTH/SAFETY ~ \$2,100,000

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This category is designated to manage, control, and reduce the immediate threats to public health and safety by providing a safe work environment for the City of Pensacola employees. Based on availability of funds, programs and services may include but are not limited to:

- A. Establishment of permanent telework programs including equipment

- B. Purchase of software to move towards electronic forms and training
- C. Purchase of personal protective equipment and personal cleaning supplies
- D. Increased staff to oversee COVID-19 project sending and accounting
- E. Increased in-house nursing staff
- F. Enhanced mental health services for first responders
- G. Training for police and fire personnel to deal with COVID19 responses
- H. Single person active shooter simulator
- I. Additional pay to employees who must work with the public in face-to-face settings putting them at higher risk for infection
- J. Reimbursement of payments for the Emergency Paid Sick Leave Act (EPSLA) and Emergency Family Medical Leave Act (EFMLA) resulting for COVID-19

## **PUBLIC HEALTH/SAFETY ~ \$725,000**

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This category is designated to manage, control, and reduce the immediate threats to public health and safety by providing a safe environment for the City of Pensacola citizens. Based on availability of funds, programs and services may include but are not limited to:

- A. Increase cost of police services to enforce laws and regulations that requires the general public to wear mask within City of Pensacola limits
- B. Enhanced sanitation services to keep up with the additional yard waste
- C. Rental/purchase of public hand wash stations to be placed in public areas
- D. Purchase of personal protective equipment for use by public at public facilities
- E. Public awareness campaigns
- F. Provide free grab-and-go meals for any child under the age of 18 with no income restrictions
- G. Data collection and reporting through the Emergency Support Function program

## ECONOMIC RECOVERY AND HUMAN SERVICES ~ \$5,075,000

This category is dedicated to restoring the economy, maintaining the workforce and assisting individual households recover from the effects of COVID-19. Based on availability of funds, programs and services may include but are not limited to:

- A. Payment of delinquent rent or mortgage and utilities to avoid foreclosure or eviction through the expansion of the City's Housing Assistance Program
- B. Funding to small business through the City of Pensacola, Florida Small Business COVID-19 Recovery Grant Fund administered through the University of West Florida Foundation, Inc.
- C. Construction of Homeless Shelter



CARES Act Funding

Department	Contact	CARES Funding Source	Project Title	Amount Requested
Housing	Marcie Whitaker	HUD/CDBG	a) Subsistence Payments	\$ 452,160
			b) Senior Services	
			c) Food Bank Operations Costs	
			d) Homeless Programs	
			e) Health Services	
			f) Property acquisition/rehabilitation	
		HUD/Section 8 HCV	Section 8 HCV	\$ 261,580
		State	Coronavirus Relief Fund (CRF)	\$ 155,459
Port/Admin Port	Rebecca Ferguson	County	Small Business grants (SBDC)	\$25,000
	Rebecca Ferguson	County	ESF-18 Business Continuity	\$25,000
Airport	Matt Caughlin	Airport Council	Revenue declines, O&M expenses	\$ 11,081,566
		County	Janitorial	n/a
		County	Air sanitation/UV?	n/a
		County	temperature monitoring?	n/a
		County	online training for badging & driving	\$ 6,930
Public Works	Derrik	County	Citywide Facility Cleanings	\$ 300,000
		County	Citywide cleaning supplies	\$ 250,000
		County	Citywide Facility modifications	\$ 250,000
		County	Citywide Facility signage	\$ 100,000
		County	Citywide UV Air handler	\$ 1,500,000
Pns Energy		County	Supplemental pay	\$ 26,215
PPD	Chief Lyter	Byre grant	Laptop replacement	\$ 81,255
		County	Mental Health Officer Wellness	\$ 150,000
		County	Active Shooter Simulator	\$ 500,000
		County	Enforcement of COVID regulations	\$ 425,500

CARES Act Funding

		County	Equipment	n/a
		County	Cleaning Supplies	n/a
		Cares Act		
		Assistance to		
PFD	Chief Cranor	Firefighters Grant (AFG-S)	PPE & supplies for Covid-19 since Jan 2020	\$19,602
		County	UV light rods	\$1,232.00
		County	UV Mask Decontamination	\$1,435.00
		County	UV Air Decontamination	\$23,800.00
		County	OT/Labor Backfill SEL	\$15,100.00
		County	SEL leave time	\$44,300.00
		County	PPE: Respirators and adaptors	\$8,600.00
		County	PPE: Masks (Surgical Mask, N95, and PBI)	\$12,900.00
		County	PPE: gowns, gloves, glasses	\$3,800.00
		County	Hand Sanitizer	\$8,400.00
		County	Disinfection/Sanitation Supplies	\$2,000.00
			Fire Stations, City Emergency	
			Coordination Center COVID-19 Sanitation	
		County	(Vendor)	\$11,800.00
CRA		County	Post Covid Disinfection- Chappie James	\$2,607.00
Sanitation	John Pittman	County	Additional yard waste pickup	\$ 110,000
IT	Trudi Nichols	County	Teleworking Equipment	\$ 350,000
		County	Microsoft 365 workflow	TBD
		County	HR Training Software	\$ 35,000
		County	Outlook Licenses	\$ 14,400
Parks & Rec	Brian Cooper	County	PPE - Camps and all activities	\$ 25,000
		County	Hand wash stations	\$ 25,000

CARES Act Funding

		County	Meals	\$ 50,000
		County	Signage	n/a
		County	Cleaning	n/a
		County	Sprayer/duster	n/a
		County	Temperature Scanners	n/a
		County	Hand sanitizer stations	n/a
		County	Software tp eliminate paper	\$ 5,000
		County	Palafox St closing	\$ 10,000
HR	Ted Kirchharr	County	PPE	n/a
		County	Nursing staff and CAN	\$100,000
		County	Mental health services	\$320,000
		County	SEL total leave time	\$785,964
		County	Cleaning supplies	n/a
		County	Training Room Social Distance Furniture	\$6,113
		County	Human Resources Software	\$178,725
PIO	Kaycee Lagard	County	Public announcements	\$ 7,500
		County	Informational signage	n/a
Neighborhoods	Lawrece Powell	County	Wash stations	n/a
Saenger	Dick Barker	County	Equipment	\$ 40,000
Admin		County	Cetralized Homeless Day Shelter	\$ 1,500,000
		County	Remote Homeless Day Shelter	\$ 500,000
		County	Remote Homeless Day Shelter	\$ 500,000
		County	Remote Homeless Day Shelter	\$ 500,000
		County	Temp Administrative Labor	\$ 350,000
Legal	None			
Planning	None			

DIB                  None

## CARES Act Funding

Status (In progress, Submitted date, Awarded)

Won  
Received

In Progress CDBG Total \$452,160

✓

Awarded \$261,580

✓

In Progress \$903,834 (minimum \$155,459 must be spent in the City)

✓

Add to State/County request

Add to State/FEMA request (if this is regular time it is not eligible for reimb.)

Awarded \$11,081,566. Cares Act

✓

Included in Public Works Citywide Facility Cleaning

Included in Public Works Citywide UV Air Handler

Included in Public Works Citywide Facility Modifications

Est includes \$20% contingency

Sanitizers, soap, wipes, sprayer/duster equipment, Ultraviolet rods

Bldg reconfigurations, shields, temp scanners, sanitizing machines

signage, spacing, barriers

Est includes \$20% contingency

5% supplemental pay to employees who work with public @ their homes

Applied \$81,255. DOJ Grant

Enhanced medical svcs and training for PPD & PFD

Equipment

OT for 4 officers; working 10 hours per day; beginning 6/28 ending 12/30;

included in PW citywide section  
included in PW citywide section

City responsible for 10% match; submitted 5/13/20; Pending  
pending approval  
pending approval  
pending approval

March to July 22, 2020  
pending approval

pending approval

OT & Equipmement Repairs

## CARES Act Funding

included in PW citywide section (\$20k)  
included in PW citywide section (\$25k)  
included in PW citywide section (\$10.4k)  
included in PW citywide section (\$71.5k)  
included in PW citywide section (\$60k)

included in PW citywide section (\$2k)  
1 Nurse 1 CAN  
Using PPD as pilot  
Days on SEL, used \$50,000/average  
included in PW citywide section (\$2.5k)

Quote from McAleer's  
NeoGov complete install, 1 year license

includes PSA and sign language interpreter  
Included in Public Works Citywide Facility Cleaning

include in P&R section

20% to be funded by City/80% funded by County  
20% to be funded by City/80% funded by County  
20% to be funded by City/80% funded by County  
20% to be funded by City/80% funded by County  
Administration of programs.

Department	Contact	CARES Funding Source	Project Title
Port	Rebecca Ferguson	EDA	Strategy grant
Port	Rebecca Ferguson	EDA	Implementation grant (phase 2)
Port	Amy Miller	FL Ports Council	Dedicated port funding
Port	Amy Miller	FDOT	Dedicated port funding
Port/Admin	Rebecca Ferguson	Triumph	Waterfront Development
PPD	Chief Lyter	March AFG	Airpack replacement
Airport		EDA	MRO
			Customs Building
			Infrastructure - waterline
		Fire Prevention and	
PFD		Safety Grant	Community Risk Reduction



Amount Requested	Status (In progress, Submitted date, Awarded)
\$300,000	In progress. Submittal expected 8/15/20
TBD	To follow completion of strategy
TBD	H.R. 7515 filed in US House of Reps
TBD	H.R. 7515 filed in US House of Reps
17,000,000 (?)	In progress. Working with FL West. Submittal expected 9/1/20
\$864,770.95	City responsible 10% match / submitted 3/17/2020; Pending
\$ 5,000,000	
\$62,946.00	Submitted 5/28/2020; Pending

Won  
Received

✓



GROVER C. ROBINSON, IV  
Mayor

July 21, 2020

Board of County Commissioners, Escambia County, Florida  
221 Palafox Place  
Suite 400  
Pensacola, FL 32502

Dear Chairman Barry:

I would like to take the opportunity to commend your staff on the job they did to create the outlines of an expenditure plan for the CARES Act allocation to local governments. The City is pleased to follow that outline when requesting CARES Act funding from this allocation for programs and efforts within the city limits.

The City's requests attempts to follow the outline of the County's plan for COVID response and utilizes the sharing formula established in state statute for the Half-Cent Sales Tax. Included in our request is substantial funding for economic recovery both for individuals and small businesses as well as mental health services for first responders and infrastructure to assist our homeless population during this time of crisis.

We believe it is essential that the City and the County work together during this pandemic to reduce the spread Covid19 and to assist individuals and small businesses recover from this global pandemic. However, it was communicated to us that cities would obtain direct CARES Act funding through the counties, and this funding is essential to the City serving the needs of its specific constituency.

Thank you for your time and attention to this matter. The entire City staff and I stand ready to assist you.

Sincerely,

Grover C. Robinson IV  
Mayor

c: The Honorable Board of County Commissioners  
Janice Gilley, County Administrator