

City of Pensacola

City Council

Agenda - Final

Thursday, November 12, 2020, 5:30 PM

Council Chambers, 1st Floor

Members of the public may attend the meeting in person; however, there will be limited seating capacity. Consistent with CDC guidelines, attendees will be required to sit at least 6 feet apart and to wear face coverings that cover their nose and mouth.

The public may also participate live via stream phone at cityofpensacola.com/428/Live-Meeting-Video. Citizens submit form may an online at https://www.cityofpensacola.com/ccinput BEGINNING AT 3PM.

ROLL CALL

INVOCATION

Jeremy Davis, Youth Minister, First Baptist Church of Pensacola

PLEDGE OF ALLEGIANCE

Council Member P.C. Wu

FIRST LEROY BOYD FORUM

AWARDS

APPROVAL OF MINUTES

1. 20-00747 APPROVAL OF MINUTES: REGULAR MEETING DATED OCTOBER 22.

2020

Attachments: Draft Minutes: Regular Meeting Dated 10/22/20

APPROVAL OF AGENDA

CONSENT AGENDA

2. 20-00254 AWARD OF BID #20-048 SCOTT, YATES, LAKEVIEW, AND STRONG

OUTFALLS AT BAYOU TEXAR STORMWATER TREATMENT

ENHANCEMENT PROJECT

Recommendation: That City Council award Bid #20-048 Scott, Yates, Lakeview, and Strong

Outfalls at Bayou Texar Stormwater Treatment Enhancement Project to

Roads, Inc. of NWF, of Cantonment Florida, the lowest and most responsible bidder with a base bid of \$489,962.19 plus a 10% contingency in the amount of \$48,996.22 for a total amount of

\$538,958.41. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

Sponsors: Grover C. Robinson, IV

Attachments: Bid Tabulation, Bid No. 20-048

Final Vendor Reference LIst, Bid No. 20-048

Map-Scott, Yates, Lakeview and Strong Outfalls at Bayou Texar Stor

Quantity Sheets, Bid No. 20-048

3. <u>20-00611</u> WRITE-OFF OF UNCOLLECTIBLE ACCOUNTS RECEIVABLE

Recommendation: That City Council approve the write-off of the uncollectible account of

former Airport Concessionaire, Departure Media Inc., in the amount of

\$7,756.16.

Sponsors: Grover C. Robinson, IV

Attachments: Accounts Receivable Customer Aging Summary Report as of 10/05/.

4. <u>20-00694</u> WRITE-OFF OF UNCOLLECTIBLE PORT ACCOUNTS RECEIVABLE

Recommendation: That City Council approve the write-off of \$2,340 in unpaid rent due from

Southern Grain Company retroactive to Sept. 30, 2020.

Sponsors: Grover C. Robinson, IV

Attachments: Southern Grain Receivables Report

5. <u>20-00626</u> AMENDMENT OF POLICY FOR DISPOSITION OF CITY OWNED REAL

PROPERTY-4.29-4.30

Recommendation: That City Council amend the Policy for Disposition of City Owned Real

Property - 4.29-4.30

Sponsors: Ann Hill

Attachments: Amendment - Disposition of Surplus Real Property SAW revisions

6. 20-00693 DISPOSITION OF REAL PROPERTY - 100 BLK EAST JORDAN STREET

Recommendation: That City Council approve the disposition of real property located at 100

Blk East Jordan Street (Parcel Ref. No. 000S009010170127) by direct conveyance to the Escambia County Housing Finance Authority (ECHFA), per the terms of their Interlocal Agreement for Urban Infill Housing Development Initiatives with the City of Pensacola. Further, that

City Council authorize the Mayor to take all actions necessary to execute any contracts or related documents in the disposition of the property.

Sponsors: Grover C. Robinson, IV

Attachments: Council Action Approving Surplus - 09-10-2020

Appraisal - 100 Blk E Jordan St

100 Blk E Jordan St – Aerial from PA website

Interlocal Agreement with ECHFA
Letter of Interest from ECHFA

7. <u>20-00699</u> DISPOSITION OF REAL PROPERTY - 113 WEST JORDAN STREET

Recommendation: That City Council approve the disposition of the real property located at

113 West Jordan Street (Parcel Ref. No. 000S009010012120) via sale in the amount of \$2,500 plus coverage of closing costs to Robert L. Hardy, Sr., which staff has determined to be a fair offer. Further, that City Council authorize the Mayor to take all actions necessary to execute any deeds, contracts or subsequent documents related to the disposition of this property. Finally, that City Council authorize the proceeds from the sale, minus any associated miscellaneous costs, be placed in the Gas Utility

(Pensacola Energy) Fund.

Sponsors: Grover C. Robinson, IV

Attachments: Council Action Approving Surplus - 10-22-2020

Offer and Correspondence from Robert Hardy

Aerial and Parcel Info - 113 W Jordan St

Appraisal - 113 W Jordan St

REGULAR AGENDA

8. <u>20-00648</u> DECLARATION AND DISPOSITION OF REAL PROPERTY - PORTION OF 711 NORTH HAYNE STREET

Recommendation: That City Council declare surplus the northern portion of the real property

currently addressed as 711 North Hayne Street (Parcel Reference No. 000S00902012140) and authorize the Mayor to dispose of the property through direct negotiations with the Emerald Coast Utilities Authority (ECUA). Further, that City Council authorize the Mayor to take all actions necessary and execute any contracts or related documents to dispose of the property. Finally, that City Council authorize all net proceeds from the

sale of the property be placed in the Housing Initiatives Fund.

Sponsors: Grover C. Robinson, IV

Attachments: East Tank Map - Potential Property Purchase

Aerial and Parcel Info - 711 N Hayne St - PPD Maint

9. 20-00641 PUBLIC HEARING: ZONING MAP AND FUTURE LAND USE MAP

AMENDMENT - 4406 N. DAVIS HIGHWAY

Recommendation: That City Council conduct a Public Hearing on November 12, 2020, to

consider the request to amend the Zoning Map and Future Land Use Map

for property located in the 4406 N. Davis Highway.

Sponsors: Grover C. Robinson, IV

Attachments: Planning Board Rezoning Application

Planning Board Minutes October 13 2020 DRAFT

Future Land Use Map October 2020

Zoning Map October 2020

<u>Proposed Ordinance No. 45-20</u> Proposed Ordinance No. 46-20 10. 45-20 PROPOSED ORDINANCE NO. 45-20 - REQUEST FOR FUTURE LAND

USE MAP AMENDMENT - 4406 N. DAVIS HIGHWAY

Recommendation: That City Council approve Proposed Ordinance No. 45-20 on first

reading:

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

AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: Proposed Ordinance No. 45-20

Planning Board Rezoning and FLUM Application
Planning Board Minutes October 13 2020 DRAFT

Future Land Use Map October 2020

11. 46-20 PROPOSED ORDINANCE NO. 46-20 - REQUEST FOR ZONING MAP

AMENDMENT - 4406 N. DAVIS HIGHWAY

Recommendation: That City Council approve Proposed Ordinance No. 46-20 on first

reading:

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

CLAUSE AND EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: Proposed Ordinance No. 46-20

<u>Planning Board Rezoning and FLUM Application</u> Planning Board Minutes October 13 2020 DRAFT

Zoning Map October 2020

12. 20-00632 QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - LANIER PLACE

SUBDIVISION

Recommendation: That City Council conduct a quasi-judicial hearing on November 12, 2020,

to consider approval of the Final Subdivision Plat, Lanier Place

Subdivision.

Sponsors: Grover C. Robinson, IV

Attachments: Lanier Place Subdivision Preliminary and Final Plat Application

Planning Board Minutes October 13 2020 DRAFT

13. 2020-55 RESOLUTION NO. 2020-55 -- APPROVING THE EAST GARDEN

DISTRICT STREETSCAPE PROJECT MASTER REDEVELOPMENT

AGREEMENT AND PRELIMINARY PLANS

Recommendation: That the City Council adopt Resolution No. 2020-55:

A RESOLUTION OF THE CITY PENSACOLA, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE **URBAN** CORE COMMUNITY REDEVELOPMENT AREA: **PROVIDING** FINDINGS: APPROVING AND **AUTHORIZING EXECUTION** OF Α **MASTER** THE REDEVELOPMENT AGREEMENT **BETWEEN** CITY. THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY. 41 N. JEFFERSON STREET, LLC, 2 NORTH PALAFOX, LLC AND 90 E. GARDEN STREET. LLC. PROVIDING FOR THE REDEVELOPMENT CERTAIN PROPERTY LOCATED IN THE REDEVELOPMENT WAY, AREA CONSISTING OF RIGHT OF STREETSCAPE AND **WALKWAY** IMPROVEMENTS: AND **PROVIDING** AN **EFFECTIVE** DATE.

Jared Moore

Sponsors:

Attachments: Resolution No. 2020-55 (2)

Appendix A -- Form of Master Redevelopment Agreement

East Garden District Preliminary Plans

14. <u>20-00628</u> PORT - SIDDIQI INVESTMENTS LLC 750 COMMENDENCIA LEASE

AGREEMENT

Recommendation: That City Council authorize the Mayor to finalize and execute the Lease

Agreement with Siddiqi Investments, LLC for a portion of the Port's parking lots located at 750 Commendencia (surface lots bordered by

Cedar Street to the north, Jefferson Street to the west and

Commendencia Street to the east) and take all actions necessary to

administer the Lease Agreement.

Sponsors: Grover C. Robinson, IV

Attachments: Proposed Project Terrace Property Lease

15. <u>20-00728</u> LEASE OF AMTRAK BUILDING & PARKING LOT TO MONUMENT TO WOMEN VETERANS INC.

Recommendation: That City Council authorize the Mayor to enter lease negotiations with

Monument to Women Veterans, Inc. for the lease of the Amtrak building and parking lot and that City Council authorize the method of disposition as "direct negotiation." Further, that once negotiated, City Council authorize the Mayor to take all actions necessary to execute and

administer the Lease Agreement.

Sponsors: Jewel Cannada-Wynn

Attachments: Women's Veterans Lease draft w updates

Sunbiz Info 11-2020

16. 20-00727 RELEASING ALLOCATED FUNDING TO THE HUMAN RELATIONS

COMMISSION

Recommendation: That City Council authorize the release of allocated funds to the Human

Relations Commission in the amount of \$78,500.

Sponsors: Jewel Cannada-Wynn

17. <u>20-00730</u> APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN

THE M. WESTON AUDUBON SOCIETY AND THE CITY OF PENSACOLA,

PERTAINING TO TREE AND VEGETATIVE PLANTINGS AND

MAINTENANCE AT BRUCE BEACH.

Recommendation: That the City Council approve a Memorandum of Understanding with the

M. Weston Audubon Society and the City of Pensacola for Tree and

Vegetative Plantings and Maintenance at Bruce Beach.

Sponsors: Jared Moore

Attachments: MOU Audubon Society

18. <u>20-00706</u> FY21 EDWARD BYRNE MEMORIAL JUSTICE GRANT (JAG) PROGRAM:

LOCAL SOLICITATION

Recommendation: That City Council accept the FY21 Edward Byrne Memorial Justice

Assistance Grant (JAG) Program: Local Solicitation, between the City of

Pensacola and the U.S. Department of Justice, Office of Justice

Programs in the amount of \$21,583. Further, that City Council ratify the Mayor's action taken to accept the grant. Finally, that City Council adopt a

supplemental budget resolution appropriating the grant funds.

Sponsors: Grover C. Robinson, IV

Attachments: Grant Award 2020-DJ-BX-0551

Budget Summary

Application for Federal Assistance SF-424

CEO Certification 2020

Supplemental Budget Resolution No. 2020-57
Supplemental Budget Explanation No. 2020-57

19. <u>2020-57</u> SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-57 - FY21 EDWARD

BYRNE MEMORIAL JUSTICE GRANT (JAG) PROGRAM: LOCAL

SOLICITATION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2020-57.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER

30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: Supplemental Budget Resolution No. 2020-57

Supplemental Budget Explanation No. 2020-57

20. 2020-53 SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-53 - FINAL

AMENDMENT TO THE FISCAL YEAR 2020 BUDGET

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2020-53.

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. 2020-53

Supplemental Budget Explanation No. 2020-53

21. 2020-56 SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-56 - FY 2021

ENCUMBRANCE CARRYOVER BUDGET RESOLUTION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2020-56.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER

30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: Supplemental Budget Resolution No. 2020-56

Supplemental Budget Explanation No. 2020-56

22. 48-20 PROPOSED ORDINANCE NO. 48-20 - CREATING SECTION 6-3-21 OF

THE CODE OF THE CITY OF PENSACOLA, RELATED TO RESTRICTING

DEVELOPMENT AT HITZMAN-OPTIMIST PARK

Recommendation: That City Council approve Proposed Ordinance No. 48-20 on first

reading:

AN ORDINANCE CREATING SECTION 6-3-21 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; RESTRICTING DEVELOPMENT AT HITZMAN-OPTIMIST PARK; PROVIDING DEFINITIONS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN

EFFECTIVE DATE

Sponsors: Grover C. Robinson, IV

Attachments: REVISED Proposed Ordinance No. 48-20 clean version

REVISED Proposed Ordinance No. 48-20 strike through and underlin

Original Draft Proposed Ordinance No.48-20

Exhibit A to Original Draft

23. 20-00619 AMENDMENT NO. 1 TO CONSTRUCTION MANAGER AT RISK

CONTRACT BETWEEN CITY AND BRASFIELD & GORRIE, LLC (THE 'GMP AMENDMENT') FOR HANGAR 2 OF PROJECT TITAN/MRO

CAMPUS AT PENSACOLA INTERNATIONAL AIRPORT

Recommendation: That City Council authorize the Mayor to execute Amendment No. 1 (the

"GMP Amendment") to the Construction Manager at Risk Contract ("CMAR Contract") between the City and Brasfield & Gorrie, LLC which provides for the construction of MRO Hangar 2 (including appurtenant

aprons, taxiways, and parking facilities) of Project Titan with a

Guaranteed Maximum Price ("GMP") not to exceed \$51,642,000, plus a project contingency not to exceed \$1,125,000, as further described below. Further, that City Council authorize the Mayor to take all actions necessary related to the finalization, execution, and performance of the GMP Amendment by the City, including but not limited to the approval of amendments, modifications, budgets, plans and specifications, cost estimates and breakdowns, and schedules; provided that the total cost of

Project Titan shall not exceed the amount of committed funds, currently

\$210,125,000.

Sponsors: Grover C. Robinson, IV

Attachments: Amendment No. 1 to the Construction Manager at Risk Contract betw

Construction Mgr at Risk

24. <u>20-00739</u> DETERMINATION OF EXTRAORDINARY CIRCUMSTANCES ALLOWING

FOR REMOTE / VIRTUAL ATTENDANCE AT COUNCIL AND BOARD

MEETINGS.

Recommendation: That City Council make a determination of extraordinary circumstances

allowing for remote / virtual attendance at Council and board meetings.

Sponsors: Jewel Cannada-Wynn

Attachments: AGO 2003-41

COUNCIL EXECUTIVE'S REPORT

MAYOR'S COMMUNICATION

COUNCIL COMMUNICATIONS

CIVIC ANNOUNCEMENTS

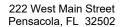
SECOND LEROY BOYD FORUM

ADJOURNMENT

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

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

Memorandum

File #: 20-00747 City Council 11/12/2020

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED OCTOBER 22, 2020



City of Pensacola

CITY COUNCIL

Regular Meeting Minutes

October 22, 2020 5:30 P.M.

Council Chambers

Council President Cannada-Wynn called the meeting to order at 5:30 P.M.

ROLL CALL

Council Members Present: Jewel Cannada-Wynn, Jared Moore, Ann Hill, John

Jerralds, Sherri Myers (attended by teleconference), Andy Terhaar (attended by teleconference), P.C. Wu (attended by

teleconference)

Council Members Absent: None

Also Present: Mayor Grover C. Robinson, IV

Members of the public may attend the meeting in person; however, there will be limited seating capacity. Consistent with CDC guidelines, attendees will be required to sit at least 6 feet apart and to wear face coverings that cover their nose and mouth.

Members of the public may also attend and participate via live stream and/or phone.

To watch the meeting live visit: cityofpensacola.com/428/Live-Meeting-Video.

To provide input:

Leroy Boyd Forum, for items not on the agenda: citizens may submit an online form here https://www.cityofpensacola.com/ccinput beginning at 3:00 P.M. until 5:30 P.M. only to indicate they wish to speak during LeRoy Boyd Forum and include a phone number. Staff will call the person at the appropriate time so the citizen can directly address the City Council using a telephone held up to a microphone.

Agenda Items, for specific items on the agenda: citizens may submit an online form here https://www.cityofpensacola.com/ccinput beginning at 3:00 P.M. until that agenda item has been voted upon to indicate they wish to speak to a specific item on the agenda and include a phone number. Staff will call the person at the appropriate time so the citizen can directly address the City Council using a telephone held up to a microphone. Any form received after an agenda item has been voted upon will not be considered.

INVOCATION

Council President Jewel Cannada-Wynn

PLEDGE OF ALLEGIANCE

Council Member Andy Terhaar

FIRST LEROY BOYD FORUM

Dixie Wilkinson: Thanked Mayor Robinson for his communication (today) related to her concerns regarding the issuance of a tree removal permit on private residential property for the construction of a pool in the Sanders Beach neighborhood. She urged Council to address the City's tree regulations to provide for more stringent protection of trees.

Mayor Robinson made follow-up remarks.

James Smith: Addressed Council identifying himself as the property owner of the (above) mentioned property related to the tree removal permit issued and the fee he was required to pay.

AWARDS

None

APPROVAL OF MINUTES

1. <u>20-00700</u> APPROVAL OF MINUTES: REGULAR MEETING DATED OCTOBER 8, 2020

A motion to approve was made by Council Member Hill and seconded by Council Member Moore.

The motion carried by the following vote:

Yes: 7 Jewel Cannada-Wynn, Jared Moore, Ann Hill, John Jerralds, Sherri

Myers, Andy Terhaar, P.C. Wu

No: 0 None

City of Pensacola Page 2

APPROVAL OF AGENDA

Council President Cannada-Wynn referenced hardcopies (and sent via email) of an item add-on item as follows: 20-00701 Extension of Mayoral Declaration of State of Emergency (sponsored by Council Member Hill).

A motion to add-on the item was made by Council Member Hill and seconded by Council Member Myers.

The motion failed as follows:

Yes: 4 Jewel Cannada-Wynn, Ann Hill, John Jerralds, Sherri Myers,

No: 3 Jared Moore, Andy Terhaar, P.C. Wu

(Council's Rules and Procedures requires a supermajority vote to place an add-on item on the agenda.)

Council President Cannada-Wynn indicated the following items have been pulled from the agenda (by the sponsors): Item 5, 20-00626 Amendment of Policy for Disposition of City Owned Real Property – 4.29 – 4.30; and Item 9, Resolution No. 2020-55 Approving the East Garden District Streetscape Project Master Development Agreement and Preliminary Plans.

Also, Council Member Myers requested Item 2, 20-00604 Joe Patti's Seafood Parking Lot Culvert Rehabilitation be removed from the consent agenda and placed on the regular agenda.

A motion to approve the agenda <u>as amended</u> was made by Council Member Hill and seconded by Council Member Jerralds.

The motion carried by the following vote:

Yes: 7 Jewel Cannada-Wynn, Jared Moore, Ann Hill, John Jerralds, Sherri

Myers, Andy Terhaar, P.C. Wu

No: 0 None

CONSENT AGENDA

3. <u>20-00644</u> APPOINTMENT - AFFORDABLE HOUSING ADVISORY COMMITTEE

Recommendation: That City Council appoint Cecily Chundrlek, a city resident, to the Area Housing Advisory Committee to fill an unexpired term ending September 30, 2021.

A motion to approve was made by Council Member Moore and seconded by Council Member Jerralds.

Council President Cannada-Wynn acknowledged the nominee, Cecily Chundrlek who was in attendance.

The motion carried by the following vote:

Yes: 7 Jewel Cannada-Wynn, Jared Moore, Ann Hill, John Jerralds, Sherri

Myers, Andy Terhaar, P.C. Wu

No: 0 None

REGULAR AGENDA

4. <u>20-00665</u> EXTENSION OF ORDINANCE NO. 15-20 REQUIRING THE MANDATORY WEARING OF FACE COVERINGS IN BUSINESSES WITHIN THE CITY LIMITS.

Recommendation: That City Council extend Ordinance No. 15-20 requiring the mandatory wearing of face coverings in businesses within the City Limits until December 10, 2020.

A motion to approve was made by Council Member Hill and seconded by Council Member Jerralds.

Some discussion took place among Council with comments from Council President Cannada-Wynn (sponsor) and Council Members Myers and Terhaar.

Upon conclusion of discussion, the vote was called.

The motion carried by the following vote:

Yes: 6 Jewel Cannada-Wynn, Jared Moore, Ann Hill, John Jerralds, Sherri

Myers, P.C. Wu

No: 1 Andy Terhaar

2. 20-00604 JOE PATTI'S SEAFOOD PARKING LOT CULVERT REHABILITATION

Recommendation: That City Council award a contract, utilizing Houston Galveston Area Co-Operative (HGAC) Contract #TPO7-18 to Vortex Companies of Houston, Texas, for the installation of pipe "lining" to repair a 54" Stormwater pipe located near Joe Patti's Seafood. The contract amount shall be \$348,635.00 plus a 10% contingency in the amount of \$34,863.50 for a total amount of \$383,498.50. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

A motion to approve was made by Council Member Jerralds and seconded by Council Member Hill.

Council Member Myers expressed her concerns regarding the significant expenditure of funds for this project. Mayor Robinson and Public Works & Facilities Director Owens responded accordingly to questions from Council Members Myers, Cannada-Wynn, and Hill providing clarification as to the nature and extent of the project.

Upon conclusion of discussion, the vote was called.

The motion carried by the following vote:

Yes: 7 Jewel Cannada-Wynn, Jared Moore, Ann Hill, John Jerralds, Sherri

Myers, Andy Terhaar, P.C. Wu

No: 0 None

THE FOLLOWING ITEM WAS WITHDRAWN BY THE SPONSOR

5. <u>20-00626</u> AMENDMENT OF POLICY FOR DISPOSITION OF CITY OWNED REAL PROPERTY-4.29-4.30

Recommendation: That City Council amend the Policy for Disposition of City Owned Real Property - 4.29-4.30

Withdrawn.

6. <u>20-00607</u> DECLARATION AND DISPOSITION OF REAL PROPERTY - 113 WEST JORDAN STREET

Recommendation: That City Council declare as surplus the real property located at 113 West Jordan Street (Parcel Ref. No. 000S009010012120) and authorize the Mayor to dispose of through direct negotiation. Further, that the City Council authorize the Mayor to take all actions necessary to execute any contracts or related documents to dispose of the property.

A motion to approve was made by Council Member Moore and seconded by Council Member Hill.

Property Lease Manager Stallworth responded accordingly to questions from Council President Cannada-Wynn.

There being no further discussion, the vote was called.

The motion carried by the following vote:

Yes: 7 Jewel Cannada-Wynn, Jared Moore, Ann Hill, John Jerralds, Sherri

Myers, Andy Terhaar, P.C. Wu

No: 0 None

7. <u>20-00609</u> INTERLOCAL AGREEMENT - PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION

Recommendation: That City Council approve and authorize the Mayor to take all actions necessary to execute the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC) for FY 2021. Further, that City Council approve and ratify the Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola relating to the funding of the Pensacola-Escambia County Promotion and Development Commission (PEDC) for FY 2020.

A motion to approve was made by Council Member Jerralds and seconded by Council Member Moore.

The motion carried by the following vote:

Yes: 7 Jewel Cannada-Wynn, Jared Moore, Ann Hill, John Jerralds, Sherri

Myers, Andy Terhaar, P.C. Wu

No: 0 None

8. <u>2020-50</u> RESOLUTION NO. 2020-50 - ADOPTING THE 2020 MULTI-JURISDICTIONAL LOCAL MITIGATION STRATEGY.

Recommendation: That City Council adopt Resolution No. 2020-50.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, ADOPTING THE 2020 MULTI-JURISDICTIONAL LOCAL MITIGATION STRATEGY; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Moore and seconded by Council Member Hill.

Inspections Services Director Bilby responded accordingly to questions from Council President Cannada-Wynn.

Council Member Myers questioned the authority of the mayor under the City Charter to sponsor resolutions and ordinances. Council President Cannada-Wynn called on City Attorney Woolf responded indicating she does not see why there would be a prohibition under the charter for the mayor to bring forward resolutions and ordinances since there is a methodology within the Charter for citizens to propose the same. In response, Council Member Myers referenced the mayor's veto power under the Charter which the citizens do not possess. City Attorney Woolf clarified the mayor would be proposing and not adopting resolutions and ordinances.

Upon conclusion of discussion, the vote was called.

The motion carried by the following vote:

Yes: 7 Jewel Cannada-Wynn, Jared Moore, Ann Hill, John Jerralds, Sherri

Myers, Andy Terhaar, P.C. Wu

No: 0 None

THE FOLLOWING ITEM WAS WITHDRAWN BY THE SPONSOR

9. 2020-55 RESOLUTION NO. 2020-55 -- APPROVING THE EAST GARDEN DISTRICT STREETSCAPE PROJECT MASTER REDEVELOPMENT AGREEMENT AND PRELIMINARY PLANS

Recommendation: That the City Council adopt Resolution No. 2020-55:

A RESOLUTION OF THE CITY PENSACOLA, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE URBAN CORE COMMUNITY REDEVELOPMENT AREA; PROVIDING FINDINGS; APPROVING AND AUTHORIZING EXECUTION OF A MASTER REDEVELOPMENT AGREEMENT BETWEEN THE CITY, THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY, 41 N. JEFFERSON STREET, LLC, 2 NORTH PALAFOX, LLC AND 90 E. GARDEN STREET, LLC, PROVIDING FOR THE REDEVELOPMENT OF CERTAIN PROPERTY LOCATED IN THE REDEVELOPMENT AREA CONSISTING OF RIGHT OF WAY, STREETSCAPE AND WALKWAY IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

Withdrawn.

COUNCIL EXECUTIVE'S REPORT

None

MAYOR'S COMMUNICATION

Mayor Robinson provided an update on debris collection related to Hurricane Sally and commended the work of Sanitation Services employees. He also provided an update on recent discussions with local hospitals related to COVID-19. Further, he advised of an agreement reached with Skanska for the removal of barges from City-owned properties and repair of damage related to Hurricane Sally.

COUNCIL COMMUNICATIONS

Council Member Wu acknowledged October as *Breast Cancer Awareness Month* and made comments honoring the memory of his neighbor Jennifer W.

Council Member Myers thanked Council Member Wu for his (above) remarks. She then addressed the loss of trees in Parker Circle Park due to hurricanes and inquired if expenditures could be made from the tree fund for re-plantings and possibility of FEMA reimbursement. Mayor Robinson indicated he would look into the issue.

Mayor Robinson acknowledged the recent passing of local historian John Appleyard.

City of Pensacola

| CIVIC ANNOUNCEMENTS | |
|-------------------------|--|
| None | |
| SECOND LEROY BOYD FORUM | |
| None | |
| ADJOURNMENT | |
| WHEREUPON the meeting | was adjourned at 6:25 P.M. |
| ************** | *********** |
| Adopted: | |
| Approved: | Jewel Cannada-Wynn, President of City Counci |
| Attest: | |

Ericka L. Burnett, City Clerk

TOR PRIVATE OF THE PR

City of Pensacola

Memorandum

File #: 20-00254 City Council 11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF BID #20-048 SCOTT, YATES, LAKEVIEW, AND STRONG OUTFALLS AT BAYOU TEXAR STORMWATER TREATMENT ENHANCEMENT PROJECT

RECOMMENDATION:

That City Council award Bid #20-048 Scott, Yates, Lakeview, and Strong Outfalls at Bayou Texar Stormwater Treatment Enhancement Project to Roads, Inc. of NWF, of Cantonment Florida, the lowest and most responsible bidder with a base bid of \$489,962.19 plus a 10% contingency in the amount of \$48,996.22 for a total amount of \$538,958.41. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The purpose of this project is to provide stormwater treatment for three currently untreated drainage sub-basins within the Bayou Texar Watershed. This treatment will be provided by fitting the underground stormwater conveyance systems with three proprietary underground treatment units and associated manholes. This project is consistent with current technology for stormwater retrofit treatment and is part of an ongoing program utilized throughout the City to improve water quality of area waterways.

PRIOR ACTION:

None

FUNDING:

Budget: \$ 704,000,00

Actual: \$ 489,962.19 Construction Contract

48,996.22 10% Contingency

67,248.63 Engineering Design/Permitting/Surveying (Completed)

25,000.00 Engineering Management/Inspection (Estimate)

5,000.00 Construction Testing/Misc. (Estimate)

\$ 636,207.04 TOTAL

FINANCIAL IMPACT:

The total budget for this project is \$704,000.00 and is funded within the Stormwater Capital Projects Fund. To date, \$65,796.55 has been expended for completed items relate to Surveying Engineering Design, Studies, and Permitting, leaving a balance of \$638,203.45. The remaining budget balance is sufficient to cover the remaining items that have yet to be completed/expended.

CITY ATTORNEY REVIEW: Yes

10/9/2020

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Bid Tabulation, Bid No. 20-048
- 2) Final Vendor Reference List, Bid No. 20-048
- 3) Map-Scott, Yates, Lakeview and Strong Outfalls at Bayou Texar Stormwater Treatment Enhancement Project
- 4) Quantity Sheets, Bid No. 20-048

PRESENTATION: No.

TABULATION OF BIDS

BID NO: 20-048

TITLE: SCOTT, YATES, LAKEVIEW AND STRONG OUTFALLS AT BAYOU TEXAR

| SUBMITTALS DUE: September 9, 2020, 2:30 P.M. | ROADS, INC. | J. MILLER |
|--|----------------|----------------|
| | OF NWF | CONSTRUCTION, |
| | | INC. |
| DEPARTMENT: Engineering | Cantonment, FL | Pensacola, FL |
| | | |
| | | |
| | | |
| Base Bid | \$489,962.19 | non-responsive |
| | | |
| M/WBE Participation | 5.1% | |
| VI/ VV DE 1 articipation | 3.170 | |
| | | |
| Attended Prebid | Yes | |

FINAL VENDOR REFERENCE LIST SCOTT, YATES, LAKEVIEW AND STRONG OUTFALLS AT BAYOU TEXAR ENGINEERING

| GORGE A F. NEW JR INC 480 VAN PELT JANE PENSACCIA F. 2505 | Vendor | Name | Address | City | St | Zip Code | SMWBE |
|--|--------|--|---------------------------|-------------|----|----------|-------|
| ALL SASONS CONSTRUCTION LLC | 004632 | A E NEW JR INC | 460 VAN PELT LANE | PENSACOLA | FL | 32505 | |
| BAW UTILITIES INC | 067544 | AFFORDABLE CONCRETE & CONSTRUCTION LLC | 4089 E JOHNSON AVE | PENSACOLA | FL | 32515 | Υ |
| | 044957 | ALL SEASONS CONSTRUCTION LLC | 6161 BLUE ANGEL PARKWAY | PENSACOLA | FL | 32526 | |
| BASE GENERAL CONTRACTORS LIC 2808 E CERVANTES ST ST C PENSACOLA FL 32503 Y | 068571 | B&W UTILITIES INC | 1610 SUCCESS DRIVE | CANTONMENT | FL | 32533 | |
| | 002504 | BARNES FEED STORE INC | 8650 NORTH PALAFOX HWY | PENSACOLA | FL | 32534 | Υ |
| 1973772 BIGGS CONSTRUCTION COMPANY INC PO BOX 1552 PENSACOLA FL 32591 Y 197375 BIKW INC BI32 PITTMAN AVE PENSACOLA FL 32503 Y 197375 BIKW INC PENSACOLA FL 32503 Y 197375 BIKW INC PENSACOLA FL 32504 Y 197375 BIKW INC PENSACOLA FL 32506 Y 197375 | 069786 | BEAR GENERAL CONTRACTORS LLC | 2803 E CERVANTES ST STE C | PENSACOLA | FL | 32503 | |
| BORNADIA BIRKSHIRE JOHNSTONE LLC 507 EARFEIELD DR PENSACOLA FL 2503 Y | 036997 | BELLVIEW SITE CONTRACTORS INC | 3300 GODWIN LANE | PENSACOLA | FL | 32526 | Υ |
| BORNES BIRKSHIRE JOHNSTONE LLC | 073772 | BIGGS CONSTRUCTION COMPANY INC | PO BOX 1552 | PENSACOLA | FL | 32591 | Υ |
| MOMERS BENJAMIN DBA INNOVIS USA LLC 5540 LEESMAY BLVD PENSACOLA FL 25264 Y 202866 BROWN CONSTRUCTION OF NW FLINC 1202 OVER APE PENSACOLA FL 32544 Y 2041633 BROWN CONSTRUCTION OF NW FLINC 1202 OVER APE PENSACOLA FL 32544 Y 204063 BROWN CONSTRUCTION OF NW BUILDERS LLC 1202 OVER APE 1 | 053457 | BIRKSHIRE JOHNSTONE LLC | 507 E FAIRFIELD DR | PENSACOLA | FL | 32503 | Υ |
| MOMERS BENJAMIN DBA INNOVIS USA LLC 5540 LEESMAY BLVD PENSACOLA FL 25264 Y 202866 BROWN CONSTRUCTION OF NW FLINC 1202 OVER APE PENSACOLA FL 32544 Y 2041633 BROWN CONSTRUCTION OF NW FLINC 1202 OVER APE PENSACOLA FL 32544 Y 204063 BROWN CONSTRUCTION OF NW BUILDERS LLC 1202 OVER APE 1 | 065013 | BKW INC | 8132 PITTMAN AVE | PENSACOLA | FL | 32534 | Υ |
| MATCH MATC | 070527 | BLOWERS, BENJAMIN DBA INNOVIS USA LLC | 5540 LEESWAY BLVD | | | | |
| MATCH MATC | 022856 | BROWN CONSTRUCTION OF NW FL INC | 10200 COVE AVE | PENSACOLA | FL | 32534 | Υ |
| VR ROBERTS CONTRACTING INC 930 FIGHWAY 29 N CANTOMMENT BL 32533 Y | | | | | | | |
| | 078639 | · | 3372 CAPITAL CIR NE | TALLAHASSEE | FL | 32308 | |
| 043045 CHAVERS CONSTRUCTION INC 1795 WEST DETROIT BLVD PENSACOLA FL 32534 Y V 049653 CHRISTOPHER C BARGAINER CONCRETE CONSTRUCTION INC 6550 BUD JOHNSON ROAD PENSACOLA FL 32505 Y 049644 COASTLINE STRIPING INC PENSACOLA FL 32570 V 049645 COASTLINE STRIPING INC PENSACOLA FL 32570 V 049646 COASTLINE STRIPING INC PENSACOLA FL 32570 V 049646 CONSTRUCTION INC MILTON PENSACOLA FL 32570 V 049646 CONSTRUCTION INC PO SOX 1299 CRYSTAL FL 33524 V 049646 CRONIN CONSTRUCTION INC PO BOX 1299 CRYSTAL FL 33526 V 049646 CRONIN CONSTRUCTION INC PO BOX 1299 CRYSTAL FL 33526 V 049646 CRONIN CONSTRUCTION INC PO BOX 1299 CRYSTAL FL 33526 V 049646 CRUZ. SHAWN C DBA COASTAL PROPERTY PREPARATION LLC F700 ALMAX COURT PENSACOLA FL 32506 V 049646 CRYSTAL FL 34526 V 049646 CRYSTAL FL | | | | | | | |
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| 075920 COLDWATER COMMERCIAL AND INDUSTRIAL LLC 5919 ALLENTOWN RD MILTON FL 32570 071766 CONSTRUCTION MANAGEMENT ADVISORS LLC 4547 LASSASSIER PENSACOLA FL 32502 Y 032452 CROSS ENVIRONMENTAL SVCS INC PO BOX 1299 CRYSTAL FL 33524 Y 070475 CRUZ, SHAWN CD BA COASTAL PROPERTY PREPARATION LLC 5700 ALMAN COURT PENSACOLA FL 33524 070603 D-B BUILDERS PO BOX 2395 PENSACOLA FL 32513 Y 070603 D-B BUILDERS 670 MOLINO ROAD MOLINO FL 32534 Y 070603 D-B BUILDERS 670 MOLINO ROAD MOLINO FL 32534 Y 066597 EVAN CHASE CONSTRUCTION INC 8160 ASHLAND AVENUE PENSACOLA FL 32566 Y 032038 EVAN CHASE CONSTRUCTION INC 2991 SOUTH HIGHWAY 29 CANTONMENT FL 32533 Y 032039 FENSACOLA FL 32534 Y Y 32502 Y | | | | | | | |
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| 032452 CRONIN CONSTRUCTION INC | | | | | | | |
| CROSS ENVIRONMENTAL SVCS INC | | | | | | | Υ |
| 070475 CRUZ, SHAWN C DBA COASTAL PROPERTY PREPARATION LLC 5700 ALMAX COURT PENSACOLA FL 32506 033554 D K E MARINE SERVICES 670 MOLINO ROAD MOLINO FL 32513 Y 070603 D-B BUILDERS 670 MOLINO ROAD MOLINO FL 32577 007055 DAVIS MARINE CONSTRUCTION INC 8160 ASHLAND AVENUE PENSACOLA FL 32534 Y 068571 ECSC LLC 8400 LITLE JOHN JUNCTION NAVARRE FL 32566 Y 032038 EVAN CHASE CONSTRUCTION INC 2991 SOUTH HIGHWAY 29 CANTONMENT FL 32533 Y 032038 EVANS CONTRACTING INC 400 NEAL ROAD CANTONMENT FL 32533 Y 032039 FRANK KELLY INDUSTRIAL SALES 744 EBURGESS RD A105 PENSACOLA FL 32502 Y 032192 GATOR BORING & TRENCHING INC 1808 BLACKBIRD LANE PENSACOLA FL 32502 Y 050495 GB GREEN CONSTRUCTION MANAGEMENT & CONSULTING INC 1800 BLACKBIRD LANE PENSACOLA FL | | | | | | | · |
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| 053862 GFD CONSTRUCTION INC 8771 ASHLAND AVE PENSACOLA FL 32514 058714 GREG ALLEN CONSTRUCTION INC 5006 PERSIMMON HOLLOW ROAD MILTON FL 32583 Y 000591 GULF ATLANTIC CONSTRUCTORS INC 650 WEST OAKFIELD RD PENSACOLA FL 32503 Y 044100 GULF BEACH CONSTRUCTION 1308 UPLAND CREST COURT GULF BREEZE FL 32563 Y 069565 GULF COAST INDUSTRIAL CONSTRUCTION LLC 12196 HWY 89 JAY FL 32565 Y 074827 GULF COAST MINORITY CHAMBER OF COMMERCE INC 321 N DEVILLERS ST STE 104 PENSACOLA FL 32501 017352 GULF COAST TRAFFIC ENGINEERS 8203 KIPLING STREET PENSACOLA FL 32514 036662 H H H CONSTRUCTION OF NWF INC 8190 BELLE PINES LANE PENSACOLA FL 32526 070385 HANTO & CLARKE GENERAL CONTRACTORS LLC 1401 EAST BELMONT STREET PENSACOLA FL 32505 056716 HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC 1102 WEBSTER DRIVE PENSACOLA | | | | | | | |
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| 074827 GULF COAST MINORITY CHAMBER OF COMMERCE INC 017352 GULF COAST TRAFFIC ENGINEERS 8203 KIPLING STREET PENSACOLA FL 32501 036662 H H H CONSTRUCTION OF NWF INC 8190 BELLE PINES LANE PENSACOLA FL 32526 070385 HANTO & CLARKE GENERAL CONTRACTORS LLC 1401 EAST BELMONT STREET PENSACOLA FL 32501 FL 32501 1056716 HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC 1102 WEBSTER DRIVE PENSACOLA FL 32505 1401 EAST BELMONT STREET PENSACOLA FL 32505 1402 WEBSTER DRIVE PENSACOLA FL 32503 Y 14049240 J MILLER CONSTRUCTION INC 8900 WARING RD PENSACOLA FL 32534 Y 153163 J2 ENGINEERING INC | | | | | | | |
| 017352 GULF COAST TRAFFIC ENGINEERS 036662 H H H CONSTRUCTION OF NWF INC 070385 HANTO & CLARKE GENERAL CONTRACTORS LLC 056716 HOWELL, KENNETH C, JR DBA KEN JR CONSTRUCTION LLC 052978 INGRAM SIGNALIZATION INC 053163 J2 ENGINEERING INC 017352 GULF COAST TRAFFIC ENGINEERS 8203 KIPLING STREET PENSACOLA FL 32514 8190 BELLE PINES LANE PENSACOLA FL 32501 1401 EAST BELMONT STREET PENSACOLA FL 32505 1401 EAST BELMONT STREET PENSACOLA FL 32505 1401 EAST BELMONT STREET PENSACOLA FL 32505 1401 EAST BELMONT STREET PENSACOLA FL 32503 Y 049240 J MILLER CONSTRUCTION INC 8900 WARING RD PENSACOLA FL 32534 Y 053163 J2 ENGINEERING INC | | | | | | | |
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| 049240J MILLER CONSTRUCTION INC8900 WARING RDPENSACOLAFL32534Y053163J2 ENGINEERING INC2101 WEST GARDEN STREETPENSACOLAFL32502 | | | | | | | Υ |
| 053163 J2 ENGINEERING INC 2101 WEST GARDEN STREET PENSACOLA FL 32502 | | | | | | | |
| | | | | | | | - |
| | | | | | | | |

FINAL VENDOR REFERENCE LIST SCOTT, YATES, LAKEVIEW AND STRONG OUTFALLS AT BAYOU TEXAR ENGINEERING

| Vendor | Name | Address | City | St | Zip Code | SMWBE |
|--------|--|-------------------------------|--------------------|----|----------|-------|
| 043857 | KBI CONSTRUCTION CO INC | 9214 WARING RD | PENSACOLA | FL | 32534 | |
| 068161 | LEA, DOUGLAS C DBA L&L CONSTRUCTION SERVICES LLC | 9655 SOUTH TRACE ROAD | MILTON | FL | 32583 | Υ |
| 058332 | LEIDNER BUILDERS INC | 409 N PACE BLVD | PENSACOLA | FL | 32505 | Υ |
| 058801 | M & H CONSTRUCTION SERVICES INC | 1161 W 9 1/2 MILE RD | PENSACOLA | FL | 32534 | Υ |
| 016210 | NORD, STEVE DBA SEA HORSE GENERAL CONTRACTORS INC | 4238 GULF BREEZE PKWY | GULF BREEZE | FL | 32563 | Υ |
| 059552 | NOVA ENGINEERING AND ENVIRONMENTAL LLC | 3900 KENNESAW 75 PKWY STE 100 | KENNESAW | GΑ | 30144 | |
| 002720 | PANHANDLE GRADING & PAVING INC | P O BOX 3717 | PENSACOLA | FL | 32516 | |
| 058953 | PARSCO LLC | 714 NORTH DEVILLIERS STREET | PENSACOLA | FL | 32501 | Υ |
| 060344 | PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER | 117 W GARDEN ST | PENSACOLA | FL | 32502 | |
| 003956 | PENSACOLA CONCRETE CONSTRUCTION CO INC | P O BOX 2787 | PENSACOLA | FL | 32513 | |
| 055028 | PERDIDO GRADING & PAVING | PO BOX 3333 | PENSACOLA | FL | 32516 | Υ |
| 073174 | PERRITT, CHRIS LLC | 5340 BRIGHT MEADOWS ROAD | MILTON | FL | 32570 | Υ |
| 066152 | PRINCIPLE PROPERTIES INC | 3773 HIGHWAY 87 S | NAVARRE BEACH | FL | 32566 | Υ |
| 051133 | PUGH, KEVIN D DBA KEVIN D PUGH SITE & DOZER WORKS LLC | 5731 STEWART ROAD | WALNUT HILL | FL | 32568 | Υ |
| 021834 | R & L PRODUCTS INC | 9492 PENSACOLA BLVD | PENSACOLA | FL | 32534 | |
| 018305 | R D WARD CONSTRUCTION CO INC | 15 EAST HERMAN STREET | PENSACOLA | FL | 32505 | |
| 049671 | RADFORD & NIX CONSTRUCTION LLC | 7014 PINE FOREST ROAD | PENSACOLA | FL | 32526 | Υ |
| 001681 | RANDALL, HENRY DBA RANDALL CONSTRUCTION | 1045 S FAIRFIELD DRIVE | PENSACOLA | FL | 32506 | |
| 077706 | RANGER ENVIRONMENTAL SERVICES | 10601 HWY 43 | CREOLA | AL | 36525 | |
| 031881 | ROADS INC OF NWF | 106 STONE BLVD | CANTONMENT | FL | 32533 | |
| 017634 | ROBERSON EXCAVATION INC | 6013 SOUTHRIDGE ROAD | MILTON | FL | 32570 | Υ |
| 067564 | ROBERSON UNDERGROUND UTILITY LLC | 9790 ROBERSON WAY | MILTON | FL | 32570 | Υ |
| 055499 | ROCKWELL CORPORATION | 3309 LINGER COURT | PENSACOLA | FL | 32526 | Υ |
| 042044 | SALTER/3C'S CONSTRUCTION CO | 4512 TRICE RD | MILTON | FL | 32571 | |
| 065450 | SITE AND UTILITY LLC | PO BOX 30136 | PENSACOLA | FL | 32503 | Υ |
| 068159 | SOUTHERN DRILL SUPPLY INC | 1822 BLACKBIRD LANE | PENSACOLA | FL | 32534 | |
| 011457 | SOUTHERN UTILITY CO INC | P O BOX 2055 | PENSACOLA | FL | 32513 | Υ |
| 066848 | TALCON GROUP LLC | 156 DUPONT ROAD | HAVANA | FL | 32333 | |
| 028060 | THE GREEN SIMMONS COMPANY INC | 3407 NORTH W STREET | PENSACOLA | FL | 32505 | Υ |
| 062939 | THREE TRADE CONSULTANTS | 5690 JEFF ATES RD | MILTON | FL | 32583 | Υ |
| 069066 | UNDERGROUND SOLUTIONS LLC | 3070 GODWIN LN | PENSACOLA | FL | 32526 | Υ |
| 002482 | UTILITY SERVICE COMPANY INC | 4326 GULF BREEZE PARKWAY | GULF BREEZE | FL | 32563 | |
| 030317 | W P R INC | 4175 BRIARGLEN RD | MILTON | FL | 32583 | Υ |
| 030448 | WARRINGTON UTILITY & EXCAVATING INC | 8401 UNTREINER AVE | PENSACOLA | | 32534 | Υ |
| 021725 | WHITESELL-GREEN INC | P O BOX 2849 | PENSACOLA | FL | 32513 | |
| 069212 | YERKES SOUTH INC | 634 LAKEWOOD RD | PENSACOLA | FL | 32507 | Υ |
| | | | | | | |

Vendors: 83

BAYOU TEXAR OUTFALLS E. SCOTT, YATES, LAKEVIEW & STRONG STREET STORMWATER TREATMENT ENHANCEMENT PROJECT







DEPARTMENT OF PUBLIC WORKS AND FACILITIES ENGINEERING AND CONSTRUCTION SERVICES DIVISION

Bid No. 20-048

| | SCOTT, YATES, LAKEVIEW, AND STRONG STREET OUTFALLS AT QUANTITY SHEET | BAYOU | TEXA | R PROJECT | | | | | |
|-----------------------------------|---|-------|------|------------|----|------------|--|--|--|
| | Roads Inc | | | | | | | | |
| No Category Quant Unit Unit Price | | | | | | | | | |
| SITE | WORK | • | | | | Total Cost | | | |
| 1 | Mobilization and Demobilization | 1 | LS | 45,150.00 | \$ | 45,150.00 | | | |
| 2 | Erosion Control* (incl. silt fence, outlet protection, haybales, sand bags, turbidity | 1 | LS | 31,581.82 | \$ | 31,581.82 | | | |
| | barrier, by-pass piping, by-pass pumping, etc.) | | | | | | | | |
| 3 | Demolition/Layout (To include all demolition and clearing/grubbing) | 1 | LS | 24,833.78 | \$ | 24,833.78 | | | |
| | Dewatering (incl. any pumping, grading of sump and/or channels to detain water | | | 20,681.92 | \$ | 20,681.92 | | | |
| 4 | during construction, includes generic permitting, water testing, sediment control, | 1 | LS | | | | | | |
| | treatment, etc.) | | | | | | | | |
| 5 | Maintenance of Traffic (FDOT Standards) | 1 | LS | 2,285.46 | \$ | 2,285.46 | | | |
| STOF | RMWATER | | | | | | | | |
| 6 | 18" Class III RCP | 288 | LF | 54.98 | \$ | 15,834.24 | | | |
| 7 | Double Type A Curb Inlet (New Structure Top & Bottom) | 1 | EA | 9,379.90 | \$ | 9,379.90 | | | |
| 8 | Double Type A Curb Inlet w/ Flume to Access Side Throat (New Structure Top & | 2 | EA | 9,631.44 | \$ | 19,262.88 | | | |
| 9 | Concrete Headwall w/ Rip Rap Pad (S-14) | 1 | EA | 7,259.93 | \$ | 7,259.93 | | | |
| 10 | 5' Diameter Storm Junction Box | 4 | EA | 4,798.89 | \$ | 19,195.56 | | | |
| 11 | 5' Diameter Junction Box w/ Diversion Weir | 2 | EA | 5,250.80 | \$ | 10,501.60 | | | |
| 12 | 4'x7' Junction Box w/ Diversion Weir (S-2) | 1 | EA | 18,462.64 | \$ | 18,462.64 | | | |
| 13 | Contech 7000 Unit (S-10) | 1 | EA | 61,144.74 | \$ | 61,144.74 | | | |
| 14 | Contech VX16000 (S-7) | 1 | EA | 110,232.55 | \$ | 110,232.55 | | | |
| 15 | Aquashield AS-9 Treatment Unit | 1 | EA | 60,516.24 | \$ | 60,516.24 | | | |
| ROA | D WORK | | | | | | | | |
| 16 | Mill 1" | 198 | SY | 10.29 | \$ | 2,037.42 | | | |
| 17 | Overlay 1" SP 9.5 Asphalt | 198 | SY | 20.35 | \$ | 4,029.30 | | | |
| 18 | 2" SP 12.5 Asphalt | 200 | SY | 24.77 | \$ | 4,954.00 | | | |
| 19 | 6" Graded Aggregate Base | 200 | SY | 24.46 | \$ | 4,892.00 | | | |
| 20 | 18" Type B Stabilization | 200 | SY | 8.89 | \$ | 1,778.00 | | | |
| 21 | 4" Thick #57 Stone Temporary Driveway | 62 | SY | 28.26 | \$ | 1,752.12 | | | |
| 22 | Type B Curb and Gutter (Match Existing) | 122 | LF | 27.93 | \$ | 3,407.46 | | | |
| 23 | 2' Tall (Total) and 6" Thick Conc. Kneewall | 44 | LF | 53.33 | \$ | 2,346.52 | | | |
| SHRU | JBS, GROUNDCOVER, AND SOD | | | | | | | | |
| 24 | Sod - Match Existing Species | 565 | SY | 8.20 | \$ | 4,633.00 | | | |
| 25 | Replace Existing Landscaping - Match Existing Species | 1 | LS | 3,809.11 | \$ | 3,809.11 | | | |
| | BASE BID TOTAL \$ 489,962.19 | | | | | | | | |

City of Pensacola

Memorandum

File #: 20-00611 City Council 11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

WRITE-OFF OF UNCOLLECTIBLE ACCOUNTS RECEIVABLE

RECOMMENDATION:

That City Council approve the write-off of the uncollectible account of former Airport Concessionaire, Departure Media Inc., in the amount of \$7,756.16.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Airport entered into an Airport Terminal Complex Advertising Concession Agreement with Departure Media, Inc. on December 14, 2012. For the period of January 2018, terminal advertising fees remain unpaid. Multiple attempts to collect the outstanding balance were made. The Airport is now requesting permission to write-off the customer's balance. The City's Financial Planning and Administration policy provides that all non-utility accounts receivable in amounts in excess of \$1,000, and in which a lien has not been filed, be submitted to City Council for approval before being written off.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Departure Media Inc. owed \$7,756.16 in advertising fees for the month of January 2018. This amount was recorded as a bad debt expense in FY 2018. There is no financial impact in FY 2020.

CITY ATTORNEY REVIEW: Yes

10/9/2020

STAFF CONTACT:

Keith Wilkins, City Administrator Richard Barker, Jr., Deputy City Administrator - Administration & Enterprise Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1) Accounts Receivable Customer Aging Summary Report as of 10/05/2020

PRESENTATION: No

arAgeDt

Accounts Receivable Customer Aging Detail As of 10/5/2020 CITY OF PENSACOLA

Page: 1

10/5/2020 1:05:27PM

| Customer: 004 | 913 | Name: DEPARTU | JRE MEDIA | | Phone: | | | | |
|---------------|-----------|---------------------|-----------|-------------------|---------|--------------|--------------|---------------|---------------|
| Document # | Date | Description | | On Account/Credit | Current | 30 - 59 days | 60 - 89 days | 90 - 119 days | Over 120 days |
| 0137488 | 1/31/2018 | Q2 MAG (JAN 18) | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7,756.16 |
| | | Customer Totals | 7,756.16 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7,756.16 |
| | | | _ | On Account/Credit | Current | 30 - 59 days | 60 - 89 days | 90 - 119 days | Over 120 days |
| | | Grand Totals | 7,756.16 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7,756.16 |

H STORIOA

City of Pensacola

Memorandum

File #: 20-00694 City Council 11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

WRITE-OFF OF UNCOLLECTIBLE PORT ACCOUNTS RECEIVABLE

RECOMMENDATION:

That City Council approve the write-off of \$2,340 in unpaid rent due from Southern Grain Company retroactive to Sept. 30, 2020.

HEARING REQUIRED: No Hearing Required

SUMMARY:

During 2017 and 2018, Southern Grain Company, a now-defunct Pensacola-based woodworking & furniture-making business, rented space inside the Port of Pensacola's Educational Programs and Cottage Industry Incubator located in Port Warehouse #8 for a small woodworking shop. They currently have \$2,340 in unpaid fees. Multiple attempts to collect this outstanding balance have been made, but payment has not been collected as of today.

It is management's opinion that collection is unlikely and requests permission to write off the customer's balance. The City's Financial Planning and Administrative Policy provides that all non-utility accounts receivable in excess of \$1,000 and in which a lien has not been filed be submitted to City Council for approval before being written off.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Current past due fees total \$2,340. The write-off will not impact FY20 revenues to the Port as the amount was recorded as a bad debt expense in FY19.

File #: 20-00694 City Council 11/12/2020

CITY ATTORNEY REVIEW: Yes

10/22/2020

STAFF CONTACT:

Keith Wilkins, City Administrator Richard Barker Jr., Deputy City Administrator - Administration & Enterprises Amy Miller, Port Director

ATTACHMENTS:

1) Southern Grain Receivables Report

PRESENTATION: No

9/30/2020 6:27:51PM

| Billing Cate | gory: | 207 STOR | AGE | | | | | | |
|--------------|------------|----------------------|---------|-------------------|---------|---|----------|----------|------------------|
| Doc date | Due Date | Doc No | Custome | r | | | Bill Amt | Adj Amt | Paid Amt Message |
| 7/15/2018 | 8/14/2018 | 0138974 | 005663 | SOUTHERN GRAIN CO | OMPANY | | 1,260.00 | 1,260.00 | 0.00 Age: 808 |
| 8/15/2018 | 9/14/2018 | 0139413 | 005663 | SOUTHERN GRAIN CO | YNAPMC | | 360.00 | 360.00 | 0.00 Age: 777 |
| 9/15/2018 | 10/15/2018 | 0139822 | 005663 | SOUTHERN GRAIN CO | YNAPMC | | 360.00 | 360.00 | 0.00 Age: 746 |
| 9/27/2018 | 11/10/2018 | 0140079 | 005663 | SOUTHERN GRAIN CO | YNAPMC | | 360.00 | 360.00 | 0.00 Age: 734 |
| | | 207 category totals: | Bill | 4 Paid: 0 | Void: 0 | - | 2,340.00 | 2,340.00 | 0.00 |
| | | Grand Totals: | Bill | 4 Paid: 0 | Void: 0 | _ | 2,340.00 | 2,340.00 | |
| | | | Credit | 0 | | | | | |

H STORIOA

City of Pensacola

Memorandum

File #: 20-00626 City Council 11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Ann Hill

SUBJECT:

AMENDMENT OF POLICY FOR DISPOSITION OF CITY OWNED REAL PROPERTY-4.29-4.30

RECOMMENDATION:

That City Council amend the Policy for Disposition of City Owned Real Property - 4.29-4.30

HEARING REQUIRED: No Hearing Required

SUMMARY:

This item seeks to amend the current Policy for the Disposition of City Owned Real Property by including a Historic Review as part of the process and cleaning up the policy to be current, clearer and more readable.

PRIOR ACTION:

January 13, 2000 - Policy adopted by City Council

November 21, 2002 - Policy revised by City Council

September 13, 2007 - Policy Revised by City Council

August 21, 2010 - Amended by Resolution with an effective date of January 10, 2011 (change in form of government)

February 9, 2017 - City Council approved the Lot Purchase Program to the policy

FUNDING:

N/A

FINANCIAL IMPACT:

File #: 20-00626 City Council 11/12/2020

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) Amendment - Disposition of Surplus Real Property_SAW revisions

PRESENTATION: No

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; Amended by Council Action February 9, 2017.

The following guidelines apply to the disposition of City-owned property by sale or leaseother than at the airport or port, excluding property that is part of the Pensacola International Airport or the Port of Pensacola. This policy does not affect vacations of City rights-of-way or City easements.

Types of Disposal by Sale or Lease

- A. Open Bid
- B. Request for Proposal (RFP)
- C. Direct Negotiation
- D. Economic Development Option
- E. Housing Department's Residential Lot Purchase program

Process

The process for disposition of City property by sale or lease is as follows:

- 1. The Mayor identifies City property as (1) surplus property that is available for disposal, or (2) under-utilized property that is available for development or tenancy. The Mayor then recommends to City Council through the appropriate committee a method for identifying a purchaser, developer, or tenant transaction(open bid, RFP, direct negotiation, economic development direct negotiation, or Housing Department's Residential Lot Purchase program).
- 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.
- 2. The subject property is reviewed to determine if it is subject to the Sensitive Properties ordinance, Ordinance No. 25-20 (pertinent official records for parcel history, historical significance of a named structure, etc.). The procedure described in that ordinance is followed.
- 3. A notice is sent to property owners within a 300-ft radius informing them of the possibility that the property may be declared to be surplus property or under-utilized property.
- 4. <u>City Council confirms the availability of the subject property and determines the methodology to be used.</u>
- 5. Depending on the method authorized by the Council, staff proceeds as outlined below:
 - A. Open Bid Option:
 - a. Obtain an appraisal.
 - b. Prepare bid specifications.
 - c. Accept public sealed bids.
 - B. RFP Option:
 - a. Obtain an appraisal.
 - b. 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.

- c. Prepare RFP requirements and specifications.
- d. Accept public sealed proposal(s).

C. Direct Negotiation Option:

- a. Obtain an appraisal unless the subject property is (1) of little or no value, (2) a direct conveyance with no monies exchanged, or (3) situated in such a size or manner to be of use to only an adjacent property owner. "Little or no value" is defined as being currently listed by the Property Appraiser as having a total assessed value of \$5,000.00 or less.
- b. Administration negotiates the agreement

D. Economic Development Option:

- a. Obtain an appraisal unless the subject property is (1) of little or no value, (2) a direct conveyance with no monies exchanged, or (3) situated in such a size or manner to be of use to only an adjacent property owner. "Little or no value" is defined as being currently listed by the Property Appraiser as having a total assessed value of \$5,000.00 or less.
- b. Determine if the party or parties meet the Minimum Qualifying Criteria, in that their proposed use:
 - i. Will result in the creation of new jobs in the City, and
 - ii. 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
 - iii. 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
 - iv. The company that will benefit from the sale or lease of publiclyowned land must demonstrate that over 50 percent of its annual sales revenue is generated from outside of the Pensacola MSA.
- c. Administration negotiates an agreement.

E. Housing Department's Residential Lot Purchase program:

- a. Residential lot will be offered to a qualified homeowner through the City Housing Division.
- b. Lot value will be based upon the appraised value of the land.
- c. Selection of the purchaser will be via a lottery consisting of interested, prequalified prospective homeowners.
- d. Properties will be marketed through neighborhood-centered, on-site signage, churches, neighborhood groups, and conventional media.
- e. Persons having interest in buying and building will be directed to secure a firm letter of commitment of their financial ability from a qualified lender within 60

- days from start of the campaign.
- f. On the specified date and time a drawing will be held from the pool of qualified buyers and the winner announced.
- g. The buyer will secure financing for the value of the improvements only.
- h. City will deed the land to the buyer at closing, taking back a subordinate mortgage for the land value.
- i. Other implementation guidelines will be determined by the City Housing Division.
- 6. City Council then accepts or rejects the bid, proposal, or negotiated agreement.

TORDA

City of Pensacola

Memorandum

File #: 20-00693 City Council 11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

DISPOSITION OF REAL PROPERTY - 100 BLK EAST JORDAN STREET

RECOMMENDATION:

That City Council approve the disposition of real property located at 100 Blk East Jordan Street (Parcel Ref. No. 000S009010170127) by direct conveyance to the Escambia County Housing Finance Authority (ECHFA), per the terms of their Interlocal Agreement for Urban Infill Housing Development Initiatives with the City of Pensacola. Further, that City Council authorize the Mayor to take all actions necessary to execute any contracts or related documents in the disposition of the property.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The real property located at 100 Blk East Jordan Street is approximately 0.1050 acres and zoned R-1AA. The unimproved parcel is denoted as vacant residential. City Council approved the declaration of the property as surplus on September 10, 2020, and its disposition via direct negotiation with Escambia County Housing Finance Authority.

Escambia County Housing Finance Authority, a not-for-profit affordable housing provider, expressed an interest in acquiring this parcel to develop affordable housing. The City of Pensacola and ECHFA entered into an Interlocal Agreement for Urban Infill Housing Development Initiatives to develop such housing.

Per Council policy, an appraisal was obtained, and notices were mailed on October 26, 2020, to property owners within the subject property's 300-ft radius. Fruitticher-Lowery Appraisal Group appraised the parcel with a value of \$8,650. This action will contribute to the City's goal of 500 affordable housing units in 5 Years.

PRIOR ACTION:

November 3, 2017 - City Council approved the Interlocal Agreement for Urban Infill Housing Development Initiatives with ECHFA.

File #: 20-00693 City Council 11/12/2020

September 10, 2020 - City Council approved the declaration and disposition of the real property located at 100 Blk East Jordan Street.

FUNDING:

N/A

FINANCIAL IMPACT:

The City will benefit from tax revenue generated as a result of returning this parcel to the tax roll.

CITY ATTORNEY REVIEW: Yes

10/22/2020

STAFF CONTACT:

Keith Wilkins, City Administrator Kerrith Fiddler, Deputy City Administrator - Community Development Marcie Whitaker, Housing Director

ATTACHMENTS:

- 1) Council Action Approving Surplus 09-10-2020
- 2) Appraisal 100 Blk E Jordan St
- 3) 100 Blk E Jordan St Aerial from PA website
- 4) Interlocal Agreement with ECHFA
- 5) Letter of Interest from ECHFA

PRESENTATION: No



City of Pensacola

222 West Main Street Pensacola, FL 32502

Legislation Details (With Text)

File #: 20-00492 **Version**: 1 **Name**:

Type:Legislative Action ItemStatus:PassedFile created:8/17/2020In control:City CouncilOn agenda:9/10/2020Final action:9/10/2020

Enactment date: Enactment #:

Title: DECLARATION AND DISPOSITION OF REAL PROPERTY - 100 BLK EAST JORDAN STREET

Sponsors: Grover C. Robinson, IV

Indexes:

Code sections:

Attachments: 1. 100 Blk E Jordan St – Aerial from PA website, 2. Interlocal Agreement with ECHFA, 3. Letter of

Interest from ECHFA

| Date | Ver. | Action By | Action | Result |
|-----------|------|-------------------|--------------------------|--------|
| 9/10/2020 | 1 | City Council | Approved | Pass |
| 9/8/2020 | 1 | Agenda Conference | Placed on Consent Agenda | Pass |

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

DECLARATION AND DISPOSITION OF REAL PROPERTY - 100 BLK EAST JORDAN STREET

RECOMMENDATION:

That the City Council declare the real property located at 100 Blk East Jordan Street (Parcel Ref. No. 000S009010170127) as surplus and authorize the Mayor to dispose of through direct negotiation with the Escambia County Housing Finance Authority (ECHFA), per the terms of their Interlocal Agreement for Urban Infill Housing Development Initiatives with the City of Pensacola. Further, that the City Council authorize the Mayor to take all actions necessary to execute any contracts or related documents to dispose of the property.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The real property located at 100 Blk East Jordan Street is approximately 0.1050 acres and zoned R-1AA. The unimproved parcel is denoted as vacant residential.

Escambia County Housing Finance Authority, a not-for-profit affordable housing provider, has expressed an interest in acquiring this parcel for the development of workforce housing. The City of Pensacola and ECHFA entered into an Interlocal Agreement for Urban Infill Housing Development

File #: 20-00492, Version: 1

Initiatives in support of developing such housing. This request to surplus and convey the real property is in keeping with the Interlocal Agreement and with Council policy for the disposition of surplus real property. Additionally, the City will benefit from the tax revenue generated as a result of returning this parcel to the tax roll.

Per Council policy, an appraisal will be obtained, and notices will be mailed to property owners within the 300-ft radius of the subject property, pending Council approval to surplus the real property.

PRIOR ACTION:

November 3, 2017 - City Council approved the Interlocal Agreement for Urban Infill Housing Development Initiatives with ECHFA.

FUNDING:

N/A

FINANCIAL IMPACT:

The City will benefit from tax revenue generated as a result of returning this parcel to the tax roll.

CITY ATTORNEY REVIEW: Yes

8/22/2020

STAFF CONTACT:

Keith Wilkins, City Administrator Kerrith Fiddler, Deputy City Admnistrator - Community Development Marcie Whitaker, Housing Director

ATTACHMENTS:

- 1) 100 Blk E Jordan St Aerial from PA website
- 2) Interlocal Agreement with ECHFA
- 3) Letter of Interest from ECHFA

PRESENTATION: No

| | Client File #: | | Appraisal File #: RL20102L-E |
|---|---|-----------------------------|---|
| | Appraisal Company: | | aisal Report · Land |
| AI Reports [™] | | | 102, Pensacola, FL 32504 |
| Form 120.05* | Phone: 850-477-0 | 1 – | Website: |
| Appraiser: Rodger K. Lowery | | | Co-Appraiser: |
| Al Membership (if any): SRA | | ☐ AI-GRS ☐ AI-RRS | Al Membership (if any): SRA MAI SRPA Al-GRS Al-RRS |
| 1 (7/ — | e for Designation | Practicing Affiliate | Al Affiliation (if any): Candidate for Designation Practicing Affiliate |
| Other Professional Affiliation: | U | <u> </u> | Other Professional Affiliation: |
| E-mail: RLowery@FLAG1.N | Net | | E-mail: |
| Client: City of Pensacola | 100 | | Contact: Ms. Deana Stallworth |
| Address: 222 W. Main Street, | Pensacola FL 325 | 02 | 1131 Death Stativisti |
| Phone: 850-435-1834 | Fax: | 02 | E-mail: |
| SUBJECT PROPERTY IDENTIFIC | | | |
| Address: 100 Blk East Jord | | | |
| City: Pensacola | | County: Escambia | State: FL ZIP: 32503 |
| - | ock 127, Belmont T | - | |
| | | | |
| Tax Parcel #: 00-0S-00-9010 |)-170-127 | | RE Taxes: 0 Tax Year: 2019 |
| Use of the Real Estate As of the Dat | te of Value: | Vacant Land | |
| Use of the Real Estate Reflected in | the Appraisal: | Vacant Land | |
| Opinion of highest and best use (if I | • | | adjacent parcel for Residential development. |
| SUBJECT PROPERTY HISTORY | | rissemonage with | adjusted purest for residential development |
| Owner of Record: City of Pe | nsacola | | |
| Description and analysis of sales w | ithin 3 years (minimu | m) prior to effective date | of value: According to the Escambia County Property |
| Appraiser's Office, there have l | been no other sales | of the subject property | in the previous 3 years. |
| | | | |
| 5 | | | |
| Description and analysis of agreem | ents of sale (contract | is), listings, and options: | No listings were noted for the subject property. |
| | | | |
| | | | |
| RECONCILIATIONS AND CONCI | LUSIONS | | |
| Indication of Value by Sales Compa | | | \$ 8,650 |
| Indication of Value by Cost Approac | | | \$ |
| Indication of Value by Income Appro | | | \$ |
| | | /oluga A.D. * | |
| Final Reconciliation of the Methods buyer's demand in the area for va | • • • | alue: All wei | ght was placed on the sales comparison approach since it best reflects |
| buyer's demand in the area for va | acant ianu. | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Oninion of Value as of: | October 1 | 2 2020 | \$ 8.650 |
| Opinion of Value as of: | October 1 | ۷, ۷۵۷ | \$ 8,650 |
| Exposure Time: 6 Months | | | |
| The above opinion is subje | ct to: Hypothe | etical Conditions and/ | or 🔀 Extraordinary Assumptions cited on the following page. |

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| Client: | City of Pensacola | Client File #: | |
|-------------------|---|-------------------|------------|
| Subject Property: | 100 Blk East Jordan Street, Pensacola, FL 32503 | Appraisal File #: | RL20102L-E |

| ASSIGNMENT PARAMETERS | |
|---|---|
| Intended User(s): City of Pensacola | |
| Intended Use: City of Pensacola | |
| This report is not intended by the appraiser for any other use or by any other user. | |
| Type of Value: Market Value Ef | fective Date of Value: October 12, 2020 |
| Interest Appraised: 🖂 Fee Simple 🔲 Leasehold 🔲 Other | , |
| Hypothetical Conditions: (A hypothetical condition is that which is contrary to analysis. Any hypothetical condition may affect the assignment results.) | o what exists, but is asserted by the appraiser for the purpose None |
| Extraordinary Assumptions: (An extraordinary assumption is directly relate to be factual. If found to be false this assumption could alter the appraiser's the assignment results.) This appraisal is based upon the extraordinary a development purposes due to the width of the lot not being adequate in size | opinions or conclusions. Any extraordinary assumption may affect assumption the property is assembled with an adjoining property for |
| This is an Appraisal Report in accordance with Standard Rule 2-2(a) of the Uniform S | tandard of Professional Appraisal Practice (USPAP). |
| SCOPE OF WORK | |
| Definition: The scope of work is the type and extent of research and analyst property is identified, the extent to which tangible property is inspected, the applied to arrive at credible opinions or conclusions. The specific scope of | type and extent of data research, and the type and extent of analysis |
| Scope of Subject Property Inspection/Data Sources Utilized | Approaches to Value Developed |
| Appraiser | Cost Approach: |
| Property Inspection: 🛛 Yes 🔲 No | ☐ Is necessary for credible results and is developed in this analysis |
| Date of Inspection: October 12, 2020 | Is not necessary for credible results; not developed in this analysis |
| Describe Scope of Property Inspection, Source of Area Calculations | Is not necessary for credible results but is developed in this analysis |
| and Data Sources Consulted: I physically inspected the parcel and the | |
| surrounding neighborhood. The Escambia County Property Appraisers | Sales Comparison Approach: |
| website was relied upon in determining the property size. | □ Is necessary for credible results and is developed in this analysis |
| | Is not necessary for credible results; not developed in this analysis |
| Co-Appraiser | Is not necessary for credible results but is developed in this analysis |
| Property Inspection: Yes No | |
| Date of Inspection: | |
| Describe Scope of Property Inspection, Source of Area Calculations | Income Approach: |
| and Data Sources Consulted: | ☐ Is necessary for credible results and is developed in this analysis ☐ Is not necessary for credible results; not developed in this analysis |
| | Is not necessary for credible results but is developed in this analysis |
| | |
| Additional Scope of Work Comments: I inspected the subject property a the date of value to determine the current market value of the property as o | nd the neighborhood, researched land sales during the year prior to f the date of value of October 12, 2020. |
| | |
| | |
| Significant Real Property Appraisal Assistance: None Disclose Nam | e(s) and contribution: |
| | |
| | |
| | |
| | |

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| Client: | City of Pensacola C | | | | lient File #: | | | | |
|--|----------------------------------|-------------------------------|-------------------------------|------------------------------|------------------------------------|--------------------|---|----------------------|--|
| Subject Property: | 100 Blk East | Jordan Stro | eet, Pensacola | a, FL 32 <u>5</u> 03 | | A | ppraisal File #: | | RL20102L-E |
| | | | | | | · | | | |
| MARKET AREA ANALY | | | | | | | | | |
| Location | Built Up | | Growth | | Supply & Demand | | Value Trend | | Typical Marketing Time |
| Urban | Under 25 | % | | | Shortage | | Increasin | g | Under 3 Months |
| Suburban | 25-75% | | ⊠ Stable | | In Balance | | Stable | | 3-6 Months |
| Rural | | | Slow | | Over Supply | | ☐ Decreasi | | U Over 6 Months |
| Neighborhood Si Price | ingle Family Pro | fil e Age | | Neighborhoo | od Land Use | | Neighborhoo | d Name: | Belmont Tract |
| 30 L | .ow | 0 | 1 Family | | Commercial | 10% | - | ondo 🗌 | HOA: \$ / |
| 200 H | ligh | 110 | Condo | | Vacant | 5% | Amenities: | | |
| 110 Predo | ominant | 70 | Multifamily | 5% | | % | | | |
| Market area description and characteristics: The subject neighborhood is bound by Fairfield Drive to the north, Palafox Street to the west, Ninth Avenue to the east and Cervantes Street to the south. This is an older residential neighborhood bound by East Hill to the east, North Hill to the west and the downtown area to the south. New homes are being constructed on interior vacant lots and some older homes are being razed for redevelopment. Demand remains stable to strong for the neighborhood. SITE ANALYSIS Dimensions: 30' x 150' Area: 4,500 sf View: Residential Shape: Rectangular Drainage: Appears Adequate Utility: Fair to Average Site Similarity/Conformity To Neighborhood Zoning/Deed Restriction | | | | | | | fill to the east, North Hill to homes are being razed for | | |
| Size: | | View: | | | Zoning: R-1AA | A, Mediu | ım Density | | nts, Condition & Restrictions |
| ⊠ Smaller than Typical | | ☐ Favorable |) | | Residential | | | ☐ Yes | ☐ No Unknown |
| ☐ Typical | | | | | Legal | No zonin | ıg | Docume | ents Reviewed |
| Larger than Typical | | Less than | n Favorable | | Legal, non-co | onforming | | ☐ Yes | ☐ No |
| | | | | | ⊠ Illegal | | | Ground | Rent \$ / |
| Utilities | | | | | Off Site Improver | ments | | | |
| Electric 🖂 Pu | ublic 🗌 Othe | er | | | Street | ⊠ Publi | ic 🗌 Privat | e Asp | ohalt |
| Gas ⊠ Pι | ublic 🗌 Othe | er | | | Alley | Publi | ic 🗌 Privat | е | |
| Water ⊠ Pu | ublic 🗌 Othe | er | | | Sidewalk | ☐ Publi | ic 🗌 Privat | е | |
| Sewer 🗵 Pu | | | | | Street Lights | Publi | | | |
| | | | 1.1 | | | | | | |
| | ns approximat nent of 5,000 s | tely 4,500 sq quare feet a | uare feet. The nd a minimu | e zoning is R m lot width | -1AA, Medium of 40 feet. Due to | Density o this, th | Residential i e current lot | equiring is undev | north side of East Jordan g a minimum lot size for velopable without being ption in this report. |
| HIGHEST AND BEST U | SE ANALYSIS | | | | | | | | |
| | Proposed Use best use analys | ⊠ Oth | The highest | t and best us | | | | | nily residential development R-1A, which allows for a |
| | | | | | | | | | |

Client:

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| Client: | Ci | ty of Pensacola | | | Client File #: | | | | | |
|---|---|--|--|---|---|-------------------------------------|--|--|---------------------------|----------------------|
| Subject Proper | rty: 10 | 0 Blk East Jordan S | Street, Pensacola, Fl | L 32503 | | App | raisal File #: | RL2 | 0102L-E | |
| | | | | | | | | | | |
| SITE VALUA | | | | | | | | | | |
| Site Valuation | n Methodology | | | | | | | | | |
| that have I elements o is the mos | been sold recent of comparison. T st common and | tly, then applying appr The sales comparison preferred method of | res in which a value opriate units of compa approach may be use land valuation when and value in which the | arison and making d to value impro n adequate suppl | g adjustments oved properties by of compara | to the s s, vacant able sales | ale prices of the land, or land b are available. | e comparable peing conside | s based on red as thou | the gh vacant; it |
| | rom the total sa | | an estimated sale price | | | | | | | |
| Alternative | Method: (Desc | ribe methodology and | rationale) | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| Site Valuation | | 1 | | | | | | | | |
| | EM | SUBJECT | COMPARIS | | | OMPARIS | ON 2 | | OMPARISON | 13 |
| | 100 Blk East | | 1900 N Tarragona | | 214 E Yong | • | 2400 N 6th Ave | | | |
| | Pensacola, FL | <u> 2 32503</u> | Pensacola, FL 3250 | | Pensacola, FL 32503 | | | Pensacola, FL 32503 | | |
| Proximity to S | Subject | - | 0.13 miles SE | | 0.23 miles NE | | 0.41 miles NE | | | |
| Data Source/ | | | MLS #571476 | | | | MLS | | | |
| Verification | | Φ. | Public Records | φ | Public Reco | | φ | Public Records | | |
| Sales Price | | \$ | - | \$ 15,500 | | | \$ 8,250 | | \$ | 18,500 |
| Price / SF | | Φ | | \$ 2.07 | 10/10/2010 | | \$ 1.83 | | \$ | 3.38 |
| Sale Date | | Die G | 05/15/2020 | | 12/19/2019 | | +0.09 | 7/17/2019 | | +0.17 |
| Location Site Size | | Palafox Corridor | Similar | | Similar | | | Similar | | |
| | | 4,500 sf | 7,500 sf | | 4,500 sf | | | 5,475 sf | | |
| Site View | | Residential | Residential | | Residential | | | Residentia | i | |
| Site Improvem | ients | None | None | | None | | | None | | |
| Zoning | | R-1AA | R-1AA | | R-1AA | | | R-1A | | -1.5 |
| Lot Width | | 30-Feet | 60 Feet | -0.2 | 30 Feet | | | 50 Feet | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| Not Adjustmen | nt | | | ¢ 0.2 | M . r | _ | ¢ 0.00 | | | 1.00 |
| Net Adjustmer | | - | | \$ -0.2 (\$ -0.20 /SF) | Not Adi | 4.9 % | \$ 0.09 | | × - \$ | -1.33 |
| (Adj.s, N.A. & I.\ | * | | | | | | (\$ 0.09 /SF) | The state of the s | 39.3% | (\$ -1.33 /SF |
| Indicated Valu | 1 | . 15.1 477 | Gross Adj. 9.7 % | | Gross Adj. | 4.9 % | | Gross Adj. | 49.4% \$ | 2.05 |
| Prior Transfer | No Sales No | ted Prior 3 Years. | None noted 1 year | prior. | None noted | 1 year | prior. | Tax Deed S | 52,100 | |
| History | 0 | | L | | , | | | 4/7/2017 | | 1 1 222 |
| Site Valuation | | - | parable sales were s | | | | = | | | |
| | - | | nt lot sales. Sales on | | | - | | - • | - | - |
| | | | d prices in the neigl approximate downy | | | | | | | |
| • | | | approximate downv R-1AA requires a | • | | • • • | | | - | - |
| | | | ally permissible lot | | o Sr anu a I | ot wiuti | or to icci. A | uomimai u | iajustinelli | . 01 |
| ↓3.=0/D± ₩ a | applied to sa | one due to its leg | my permissione lot | | | | | | | |

Site Valuation Reconciliation: Once adjustments are applied to all three sales, the comparables reflect an adjusted range from \$1.87 to \$2.05 per square foot. With more weight to sale two due to its similarities to the subject for zoning and lot width, I reconcile at a value of \$1.92 per square foot. Applying this to the subject's 4,500 square feet indicates a value of \$8,640, rounded to \$8,650 for the subject as of October 12, 2020.

| Opinion of Site Value \$ 8, | 650 |) |
|-----------------------------|-----|---|
|-----------------------------|-----|---|

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| Client: | City of Pensacola | Client File #: | |
|-------------------|---|-------------------|------------|
| Subject Property: | 100 Blk East Jordan Street, Pensacola, FL 32503 | Appraisal File #: | RL20102L-E |

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following assumptions and limiting conditions:

- This report is prepared using forms developed and copyrighted by the Appraisal Institute. However, the content, analyses, and opinions set forth in this report are the sole product of the appraiser. The Appraisal Institute is not liable for any of the content, analyses, or opinions set forth herein.
- No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, having responsible ownership and competent management.
- I have examined the property described herein exclusively for the purposes of identification and description of the real property. The objective of my data collection is to develop an opinion of the highest and best use of the subject property and make meaningful comparisons in the valuation of the property. The appraiser's observations and reporting of the subject improvements are for the appraisal process and valuation purposes only and should not be considered as a warranty of any component of the property. This appraisal assumes (unless otherwise specifically stated) that the subject is structurally sound and all components are in working condition.
- I will not be required to give testimony or appear in court because of having made an appraisal of the property in question, unless specific arrangements to do so have been made in advance, or as otherwise required by law.
- I have noted in this appraisal report any significant adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) discovered during the data collection process in performing the appraisal. Unless otherwise stated in this appraisal report, I have no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and have assumed that there are no such conditions and make no guarantees or warranties, express or implied. I will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because I am not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable public and/or private sources that I believe to be true and correct.
- I will not disclose the contents of this appraisal report except as provided for in the Standards and Ethical Rules under which this appraisal was developed and reported and/or applicable federal, state or local laws.
- The Client is the party or parties who engage an appraiser (by employment 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 identified 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
- If this valuation conclusion is subject to satisfactory completion, repairs, or alterations, it is assumed that the improvements will be completed competently and without significant deviation.

VALUE DEFINITION

Market Value Definition (below)

Alternate Value Definition (attached)

MARKET VALUE is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. buyer and seller are typically motivated;
- 2. both parties are well informed or well advised and acting in what they consider their own best interests;
- 3. a reasonable time is allowed for exposure in the open market:
- 4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

 Source: The Dictionary of Real Estate Appraisal, 6th ed., Appraisal Institute

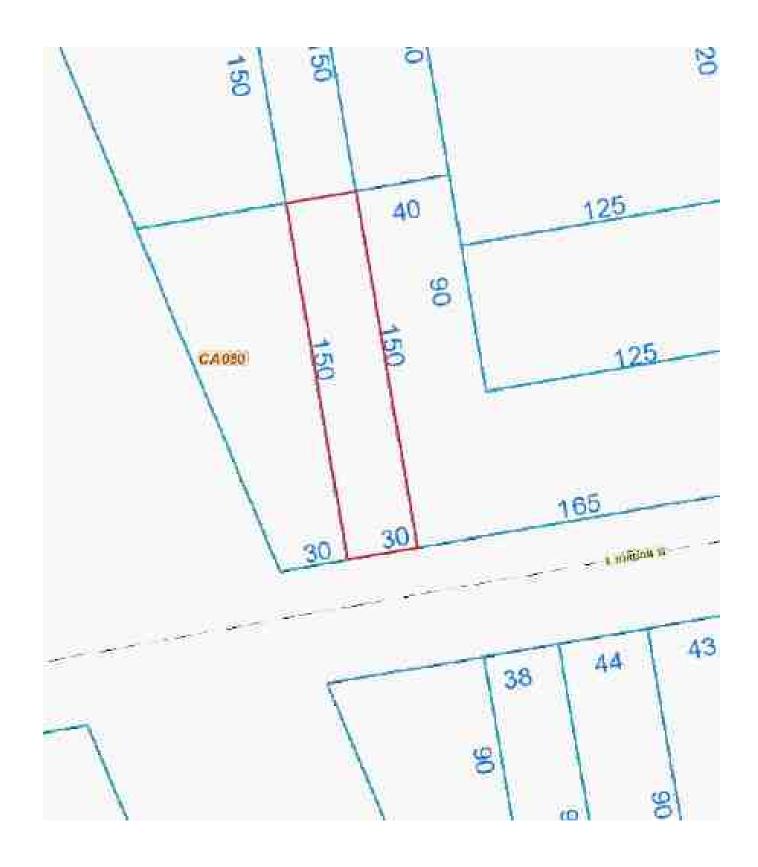
^{*}NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute makes no representations, warranties or guarantees as to, and assumes no responsibility for, the data, analysis or work product, or third party certifications, verifications, data specifications, scores, indexes, or valuation tools, used or provided by the individual appraiser(s) or others in the specific contents of the Al Reports®. Al Reports® Al-900.05 Certification, Assumptions and Limiting Conditions© Appraisal Institute 2017, All Rights Reserved

| Client: | City of Pensacola | | Client File #: | |
|---|--|--|---------------------------------------|--------------------------|
| Subject Property: | 100 Blk East Jordan Street, Pensaco | ola, FL 32503 | Appraisal File #: | RL20102L-E |
| | | | | |
| APPRAISER CERTIFIC | | | | |
| - | my knowledge and belief: | | | |
| | t contained in this report are true and cor | | | |
| unbiased professional | opinions, and conclusions are limited or analysis, opinions, and conclusions. | | | |
| | ess specified below) or prospective inter onal interest with respect to the parties in | | ect of this report, and I have no (u | nless |
| ■ I have no bias with res | spect to any property that is the subject o | f this report or to the parties invol | ved with this assignment. | |
| My engagement in this | s assignment was not contingent upon th | e developing or reporting predeter | rmined results. | |
| in value that favors the | completing this assignment is not conting cause of the client, the amount of the vactly related to the intended use of this ap | alue opinion, the attainment of a si | | |
| My analysis, opinions Professional Appraisa | , and conclusions were developed, and the Practice. | his report has been prepared, in co | onformity with the Uniform Standa | ards of |
| | provided significant real property apprais upe of Work section of this report. | al assistance are named below. Tl | he specific tasks performed by the | ose named |
| ⊠ None □ Na | ame(s) | | | |
| As previously identifie the subject of this rep | d in the Scope of Work section of this report as follows: | port, the signer(s) of this report ce | ertify to the inspection of the prope | erty that is |
| Property Inspected by | Appraiser ⊠ Yes □ N | 0 | | |
| Property Inspected by | Co-Appraiser | 0 | | |
| period immediately pr | eceding acceptance of this assignment: | ⊠ None □ Speci | fy services provided: | |
| ADDITIONAL CERTIF | CATION FOR APPRAISAL INSTIT | UTE MEMBERS, CANDIDAT | ES AND PRACTICING AFFIL | LIATES |
| Appraisal Institute Designa | ated Member, Candidate for Designation, | or Practicing Affiliate Certify: | | |
| • | , opinions, and conclusions were develo nal Ethics and the Standards of Profession | | - | rements of |
| ■ The use of this report | is subject to the requirements of the App | raisal Institute relating to review by | y its duly authorized representativ | es. |
| As of the date of this | ember of the Appraisal Institute. report, I have completed the continuing f the Appraisal Institute. | 9 | | |
| APPRAISERS SIGNAT | TURES// | | | |
| APPRAISER: | | CO-APPRAISEF | R: | |
| Signature | Lynx. / | Signature | | |
| Name Rodger K. Lo | wery, MAI | Name | | |
| Report Date <u>10/19/20</u> | | Report Date | | |
| Trainee Licensed [| | ed General 🔀 Trainee 🔲 Li | censed Certified Residenti | al 🗌 Certified General 🗌 |
| License # St.Cert.Ge | en. REA #RZ1922 State FL | License # | | State |
| Expiration Date <u>11/30/</u> | 2020 | Expiration Date | | |

*NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute makes no representations, warranties or guarantees as to, and assumes no responsibility for, the data, analysis or work product, or third party certifications, verifications, data specifications, scores, indexes, or valuation tools, used or provided by the individual appraiser(s) or others in the specific contents of the Al Reports®. Al Reports® Al-900.05 Certification, Assumptions and Limiting Conditions© Appraisal Institute 2017, All Rights Reserved

PLAT

| Borrower | City of Pensacola | | | | |
|------------------|----------------------------|-----------------|----------|----------------|--|
| Property Address | 100 Blk East Jordan Street | | | | |
| City | Pensacola | County Escambia | State FL | Zip Code 32503 | |
| Lender/Client | City of Pensacola | | | | |



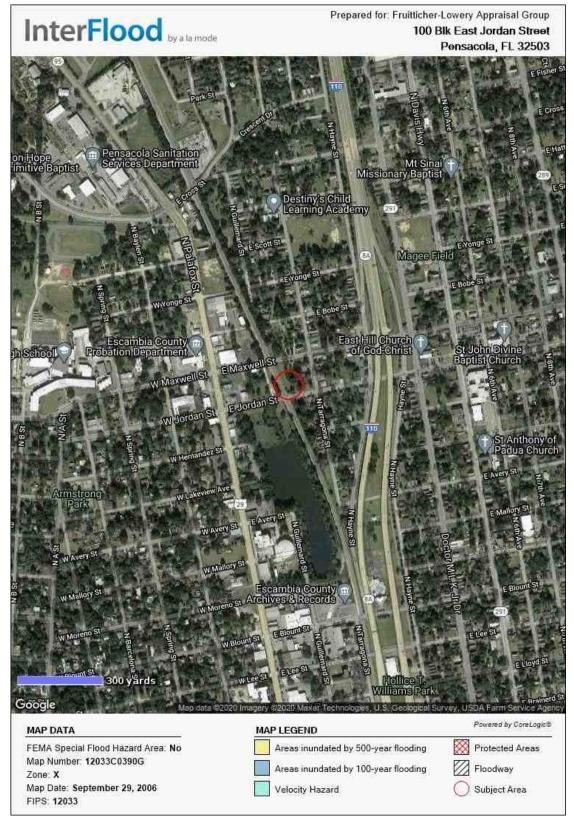
AERIAL

| Borrower | City of Pensacola | | | | |
|------------------|----------------------------|-----------------|----------|----------------|--|
| Property Address | 100 Blk East Jordan Street | | | | |
| City | Pensacola | County Escambia | State FL | Zip Code 32503 | |
| Lender/Client | City of Pensacola | | | | |



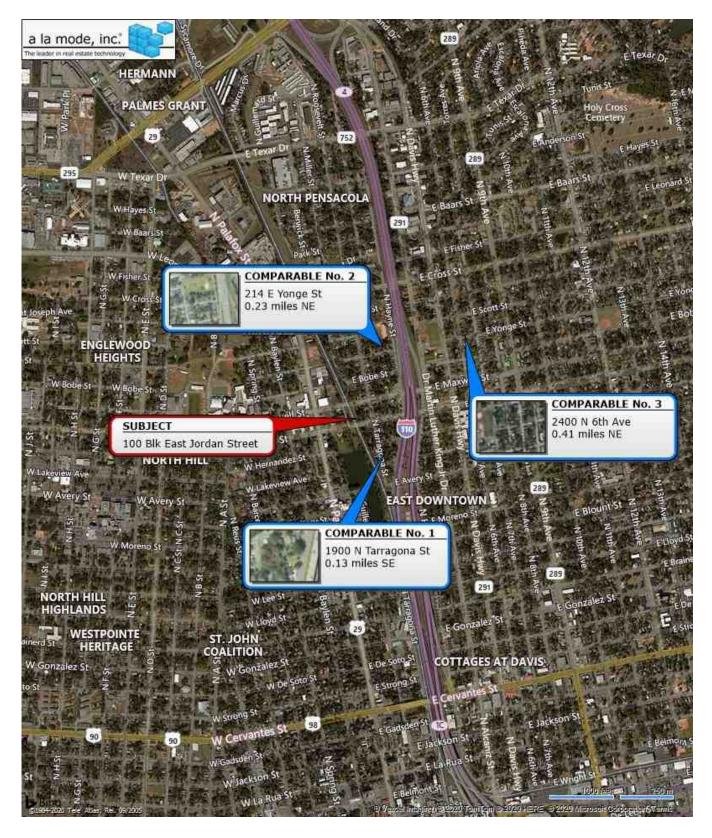
Flood Map

| Borrower | City of Pensacola | | | | | | | |
|------------------|----------------------------|--------|----------|-------|----|----------|-------|--|
| Property Address | 100 Blk East Jordan Street | | | | | | | |
| City | Pensacola | County | Escambia | State | FL | Zip Code | 32503 | |
| Lender/Client | City of Pensacola | | | | | | | |



Location Map

| Borrower | City of Pensacola | | | | |
|------------------|----------------------------|-----------------|----------|----------------|--|
| Property Address | 100 Blk East Jordan Street | | | | |
| City | Pensacola | County Escambia | State FL | Zip Code 32503 | |
| Lender/Client | City of Pensacola | | | | |



Photograph Addendum

| Borrower | City of Pensacola | | | |
|------------------|----------------------------|-----------------|----------|----------------|
| Property Address | 100 Blk East Jordan Street | | | |
| City | Pensacola | County Escambia | State FL | Zip Code 32503 |
| Lender/Client | City of Pensacola | | | |



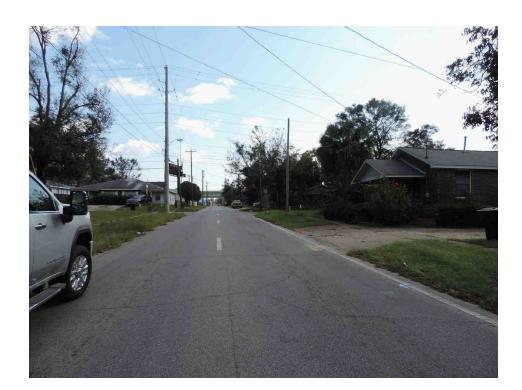
View of Subject from Jordan St



View West along Jordan St

Photograph Addendum

| Borrower | City of Pensacola | | • | | | | | |
|------------------|----------------------------|--------|----------|-------|----|----------|-------|--|
| Property Address | 100 Blk East Jordan Street | | | | | | | |
| City | Pensacola | County | Escambia | State | FL | Zip Code | 32503 | |
| Lender/Client | City of Pensacola | | | | | | | |



View East on Jordan Street

Comparable Photo Page

| Borrower | City of Pensacola | | | | | | | |
|------------------|----------------------------|--------|----------|-------|----|----------|-------|--|
| Property Address | 100 Blk East Jordan Street | | | | | | | |
| City | Pensacola | County | Escambia | State | FL | Zip Code | 32503 | |
| Lender/Client | City of Pensacola | | | | | | | |



Comparable 1

1900 N Tarragona St

Prox. to Subject 0.13 miles SE Sale Price 15,500

Gross Living Area Total Rooms Total Bedrooms Total Bathrooms

LocationSimilarViewResidentialSite7,500 sf

Quality Age



Comparable 2

214 E Yonge St

Prox. to Subject 0.23 miles NE Sale Price 8,250

Gross Living Area Total Rooms Total Bedrooms Total Bathrooms

Location Similar
View Residential
Site 4,500 sf

Quality Age



Comparable 3

2400 N 6th Ave

Prox. to Subject 0.41 miles NE Sale Price 18,500

Gross Living Area Total Rooms Total Bedrooms Total Bathrooms

Location Similar
View Residential
Site 5,475 sf

Quality Age

ECPA Home



Real Estate Search Tangible Property Search Sale List

Back Printer Friendly Version Assessments General Information Land Year **Imprv** Total Cap Val Reference: 000S009010170127 2020 \$7,410 \$0 \$7,410 \$6,452 Account: 132165000 2019 \$6,587 \$0 \$6,587 \$5,866 Owners: PENSACOLA CITY OF 2018 \$5,333 \$5,333 \$0 \$5,333 Mail: PO BOX 12910 PENSACOLA, FL 32521 **Disclaimer** Situs: 100 BLK E JORDAN ST 32503 **Use Code:** VACANT RESIDENTIAL P Market Value Breakdown Letter Taxing PENSACOLA CITY LIMITS **Authority: Tax Estimator** Tax Inquiry: Open Tax Inquiry Window File for New Homestead Exemption Online Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector Report Storm Damage 2020 Certified Roll Exemptions Sales Data MUNICIPAL OWNED Official Records Sale Date Book Page Value Type Legal Description (New Window) LTS 17 BEL NO BLK 127 BELMONT TRACT OR 1564 P 55 07/1981 1564 55 \$19,400 SM View Instr **CA 80** Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Extra Features Comptroller None Parcel Launch Interactive Mag Information 125 40 Section Map Id: CA080 Approx. Acreage: 0.1050 Zoned: 🔑 125 R-1AA Evacuation & Flood Information Open Report 165 30 30 - IORDAN ST View Florida Department of Environmental Protection(DEP) Data Buildings **Images**

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.

None

Last Updated: 10/11/2020 (tc.53148)

| 10/13/2020 | 4 | | | Pe |
|-------------------------|--------------|---------|----------|----|
| Minimum Lot Width at | 50 feet | | | |
| Street R-O-W | | | | |
| Line | | | | |
| Minimum | | | | |
| Yard | | | | |
| Requirements | 60 feet | 30 feet | 30 feet | |
| (Minimum | 10 feet | 8 feet | 7.5 feet | |
| Building | 60 feet | 30 feet | 30 feet | |
| Setback Lines | | | | |
| Front Yard | | | | |
| Side Yard | | | | |
| Rear Yard | | | | |
| Off-Street | 1 space/unit | | | - |
| Parking | | | | |
| Spaces | | | | |
| Maximum | - | | | |
| Building | 35 feet | | | |
| Height | | | | |
| (Except as | | | | |
| provided in | | | | |
| section 12-2- | | | | |
| 39) | | | | |

(Ord. No. 6-93, § 2, 3-25-93; Ord. No. 6-02, § 2, 1-24-02)

Sec. 12-2-4. - Medium density residential land use district regulations.

The regulations in this section shall be applicable to the one-and two-family zoning districts: R-1AA, R-1A and R-1B.

- (A) Purpose of district. The medium density residential land use district is established for the purpose of providing a mixture of one- and two-family dwellings with a maximum density of seventeen and four-tenths (17.4) dwelling units per acre. Recognizing that, for the most part, these zoning districts are located in older areas of the city, the zoning regulations are intended to promote infill development which is in character with the density, intensity and scale of the existing neighborhoods.
- (B) Uses permitted.
 - (a) Single-family detached dwellings.
 - (b) Accessory residential units subject to regulations in section 12-2-52
 - (c) Single-family attached dwellings (townhouse construction, maximum two (2) units).
 - (d) Two-family attached dwellings (duplex).
 - (e) Community residential homes licensed by the Florida Department of Health and Rehabilitative Services with six (6) or fewer residents providing that it is not to be located within one thousand (1,000) feet of another such home. If it is proposed to be within one thousand (1,000) feet of another home it shall be permitted with city council approval after public notification of property owners in a five hundred-foot radius.
 - (f) Cemeteries, when:
 - 1. Seventy-five (75) percent of all owners of adjacent dwellings within one hundred seventy-five (175) feet of the boundary of the cemetery give their written consent, and;
 - 2. The provisions of section 12-2-56 have been met.
 - (g) Residential design manufactured homes are permitted in the R-1A district, with a maximum density of twelve and four-tenths (12.4) units per acre subject to regulations in section 12-2-62
 - (h) Schools and educational institutions having a curriculum the same as ordinarily given in public schools and colleges subject to regulations in section 12-2-65
 - (i) Libraries and community centers opened to the public and buildings used exclusively by the federal, state, county and city government for public purposes subject to regulations in section 12-2-61

- (j) Churches, Sunday school buildings and parish houses subject to regulations in section 12-2-57
- (k) Home occupations subject to regulations in section 12-2-33
- (I) Municipally owned and operated parks and playgrounds.
- (m) Private stables which shall be no closer than two hundred (200) feet to a property line and further provided that more than seventy-five (75) percent of the owners of dwelling houses within a radius of three hundred (300) feet of the stable have given their written consent to the stable and further provided that there shall not be kept more than one horse for each two (2) acres of property.
- (n) Minor structures for the following utilities: unoccupied gas, water and sewer substations of pump stations, electrical substations and telephone substations subject to regulations in section 12-2-59
- (o) Accessory structures, buildings and uses customarily incidental to the above uses not involving the conduct of a business subject to regulations in section 12-2-31
- (p) Family day care homes licensed by the Florida Department of Children and Family Services as defined in the Florida Statutes.
- (C) Conditional uses permitted.
 - (a) Residential design manufactured homes when proposed in the R-1AA zoning district subject to regulations in section 12-2-62.
 - (b) Bed and breakfast subject to regulations in section 12-2-55.
 - (c) Childcare facilities subject to regulations in section 12-2-58.
 - (d) Accessory office units subject to regulations in section 12-2-51.
- (D) Development permitted.
 - (a) Conventional subdivision subject to regulations in section 12-2-76.
 - (b) Special planned development subject to regulations in section 12-2-77.
- (E) Regulations for development within the medium density residential land use district. Table 12-2.2 and 12-2.3 describes requirements for the one-and two-family residential zoning districts.

TABLE 12-2.2
REGULATIONS FOR THE MEDIUM DENSITY RESIDENTIAL ZONING DISTRICTS

| Standards | R-1AA | R-1AA | | | R-1A | | | |
|--|--|--|---------------------------------------|--|---|---------------------------------------|--|--|
| | Single Family Detached | Two- Family Attached (Duplex) | **Single Family Attached (Townhouses) | Single Family Detached | Two- Family Attached (Duplex) | **Single Family Attached (Townhouses) | | |
| Maximum Residential Gross Density | 8.7 units per acre | 11.6 units per acre | 11.6 units per acre | 12.4 units per acre | 17.4 units per acre | 17.4 units per acre | | |
| Minimum Lot Area | 5,000 s.f. | 7,500 s.f. | 3,750 s.f. | 3,500 s.f. | 5,000 s.f. | 2,500 s.f. | | |
| Lot Width at Minimum Building Setback Line | 40 feet | 60 feet | 30 feet | 30 feet | 50 feet | 25 feet | | |
| Minimum Lot Width at Street R-O-W Line | 40 feet | 50 feet | 25 feet | 30 feet | 50 feet | 25 feet | | |
| Minimum Yard Requirements *Front Yard Side Yard Rear Yard | (Minimum Building Setbacks) 30 feet 6 feet 30 feet | | Setbacks) | (Minimum Building Setbac 20 feet 5 feet 25 feet | | Setbacks) | | |
| Off-Street Parking | 1 space/unit | | 2 sp./unit | 1 space/unit | *************************************** | 2 sp./unit | | |

| Maximum Building Height | 35 feet | 35 feet |
|-------------------------|--------------------------|--------------------------|
| | (Except as provided | (Except as provided |
| | in <u>Sec. 12-2-39</u>) | in <u>Sec. 12-2-39</u>) |

- * The front yard depths in the R-1AA and R-1A districts shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirement; in case there are no other dwellings in the block, the front yard depths shall be no less than the footages noted.
- ** Each single-family attached dwelling unit must be located on its own lot. If a development requires subdivision procedures it shall be subject to and must comply with subdivision regulations as set forth in Chapter 12-8.
- *** All future residential development on parcels changed to a Medium Density Residential (MDR) zoning district via the passage of Ord. No. 23-16, effective on August 18, 2016, shall be considered legal non-conforming and may utilize the R-1A zoning district standards applicable to lot width, lot area and setbacks.

TABLE 12-2.3

| Standards | R-1B | | | | | |
|--|---|------------------------------|--|--|--|--|
| | Single-family Detached | Two-Family Attached (Duplex) | **Single-family Attached (Townhouses) | | | |
| Maximum Residential Gross Density | 8.7 units per acre | 11.6 units per acre | 17.4 units per acre | | | |
| Minimum Yard Requirements *Front Yard Side Yard Rear Yard | (Minimum Building Setbacks) 10 feet 5 feet 10 feet | | | | | |
| Off-Street Parking | 1 space/unit | | | | | |
| Maximum Building Height | 45 feet (Except as provided in Se | ec. 12-2-39) | | | | |
| Lot Coverage Requirements For All Single-Family, Duplex, Townhouse or Zero-Lot-Line Residential Units | Maximum 50% (See Note 4) | | | | | |
| Lot Coverage Requirements For | Building Height | Building Coverage | | | | |
| All Development Other Than | 1—4 stories | 30% | 16 | | | |
| Single-Family, Duplex, Townhouse | | 25% | | | | |
| or Zero-Lot-Line Residential Units | : 8—9 stories | 20% | | | | |
| The maximum combined area | (See note 4) | | | | | |
| occupied by all principal and | | | | | | |
| accessory buildings | | | | | | |

^{*} The front yard depths in the R-1AA, R-1A and R-1B districts shall not be less than the average depths of all front and street side yards located on either side of the block face, up to the minimum yard requirement; in case there are no other dwellings in the block, the front yard depths shall be no less than the footages noted.

(Ord. No. 6-93, § 2, 3-25-93; Ord. No. 29-93, § 2, 11-18-93; Ord. No. 45-96, § 2 (Exhibit 1), 9-12-96; Ord. No. 6-02, § 2, 1-24-02; Ord. No. 11-16, § 1, 5-12-16; Ord. No. 23-16, § 1, 8-11-16)

^{**} Each single-family attached dwelling unit must be located on its own lot. If a Development requires subdivision procedures it shall be subject to and must comply with subdivision regulations as set forth in Chapter 12-8.



Screen capture of 100 Blk E. Jordan Street property (with info card) from Chris Jones Property Appraiser website

August 7, 2020

INTERLOCAL AGREEMENT FOR URBAN INFILL HOUSING DEVELOPMENT INITIATIVES

This Agreement is made and entered into this 3 day of NOYMER, 2017. (but effective as of October 12, 2017) ("Effective Date") by and between the City of Pensacola, a municipal corporation of the State of Florida ("City") and Escambia County Housing Finance Authority, a public body corporate and politic created under Chapter 159, Part IV, Florida Statutes ("Housing Finance Authority") (singularly and individually, "Party," and jointly, "Parties"), under the authority of the Florida Interlocal Cooperation Act of 1969, Section 163.01 et. seq., Fla. Stat.

RECITALS:

- **A.** Pursuant to the provisions of Chapter 159 Part IV, Florida Statutes, the Housing Finance Authority has implemented the Urban Infill Revolving Loan Program (the "Program") to provide financing for the development of workforce housing.
- **B.** City and Housing Finance Authority desire to jointly cooperate in the Program by combining resources and technical expertise to enhance the development of workforce housing for low, moderate, middle income residents and contribute to the redevelopment initiatives of the City.
- C. On October 12, 2017, the City Council of the City of Pensacola authorized the Mayor to execute this Agreement with Escambia County Housing Finance Authority, under the terms and conditions set forth herein, and further, execute all other documents as may be necessary or convenient in administering the same.
- **D.** On September 12, 2017, the Escambia County Housing Finance Authority Board authorized the Escambia County Housing Finance Authority to enter into this Agreement with City, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Parties agree as follows:

TERMS

- 1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.
- 2. <u>TERM:</u> The term of this Agreement shall commence on Effective Date and shall continue until terminated.
- 3. **TERMINATION:** This Agreement may be terminated by either Party upon thirty (30) days prior written notice of termination to the other Party.
- 4. <u>ADMINISTRATION OF AGREEMENT:</u> Agreement shall be administered by contract managers to be designated by each party.
- 5. **SCOPE OF SERVICE:** Parties agree to provide Services, as specifically described, and under the special terms and conditions set forth in Exhibit "A" entitled Scope of Services attached hereto, which by this reference is incorporated into and made a part of this Agreement.
- 6. **CONTINGENCY CLAUSE:** Funding for this Agreement is contingent upon the availability of funds, continued authorization for program activities, and final expenditure approval by each Party.
- PUBLIC RECORDS: Parties individually agree to assume responsibility for maintaining all records as set forth in the current edition of the State of Florida General Records Schedule for State and Local Governments (GS1-SL) and allow access by the public, at all reasonable times, to all documents pertaining to this Agreement, subject to the provisions of Chapter 119, Florida Statues, subject to disclosure under applicable law. Parties expressly agree specifically that the contracting parties shall comply with the requirements within Exhibit B, attached hereto and incorporated by reference. Failure or refusal by either Party to comply with the provisions of this section shall result in the immediate cancellation of this Agreement.
- 8. <u>INDEMNIFICATION:</u> Each party to this Agreement shall be responsible for the acts and omissions of its respective employees and agents in the performance of this Agreement, and the activities contemplated hereby, to the extent permitted by law. Nothing contained herein shall be construed as

modifying, limiting, restricting or otherwise adversely affecting the sovereign immunity defenses and

limitations available to the Parties under Section 768.28, Florida Statutes, and other sovereign immunity

limitations of applicable law. Nothing herein shall be construed as a consent by the Parties to be sued in

any manner arising out of any contract.

NOTICES: All notices or other communications required under this Agreement shall be in writing 9.

and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested,

addressed to the other party at the address indicated herein or to such other address as a party may designate

by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered,

if by mail, on the date of actual receipt or courier deposit (pickup) date. Notices shall be addressed to the

following:

City of Pensacola

Ashton J. Hayward, III, Mayor

City of Pensacola

222 W. Main Street

Pensacola, Florida 32502-5743

Phone: (850) 435-1626

E-mail: ahayward@cityofpensacola.com

and in the case of the Escambia County Housing Finance Authority

Executive Director

Escambia County Housing Finance Authority

700 South Palafox Street, Suite 310

Pensacola, Florida 32502

Phone: (850) 432-7077

Fax: (850) 438-5205

E-mail: pat.lott@escambiahfa.com

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: Parties agree to comply 10.

with and observe all applicable laws in performance of their respective duties pursuant to this Agreement,

including the provisions of Florida Statute Chapter 112, Public Officers and Employees Parts I, II, and III.

NONDISCRIMINATION: Parties to this Agreement warrant that all activities associated with 11.

the Program shall be available to the public in a non-discriminatory manner. Activities completed under

S:\DATA\Urban Infill Cooperative Agreements\City of Pensacola Agreements\9.1.2018 FINAL Interlocal Agreement For Urban Infill Houising Development

Initiatives - final.docx

3

the Program and access thereto shall be available without regard to race, color, national origin, religion, sex, familial status, disability, age, marital status, or gender. Further Parties accept responsibility for ensuring such non-discriminatory access to the Program by their respective elected officials and officers, employees, agents, and representatives.

12. <u>MISCELLANEOUS PROVISIONS:</u>

- A. This Agreement shall be construed and enforced according to the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the state courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. The prevailing party in any action, claim or proceeding arising out of this Agreement shall be entitled to its reasonable Attorney's fees and costs from the losing party.
- **B.** Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Pensacola, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.
- **E.** This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

F. This Agreement shall become effective, after being properly executed by the Parties, when

filed in the County's official records by the Office of the Clerk of the Circuit Court of Escambia

County.

13. **ENTIRE AGREEMENT:** This instrument and its attachments constitute the sole and only

agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and

obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or

representations not expressly set forth in this Agreement are of no force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their

respective officials thereunto duly authorized, this the day and year above written.

SIGNATURE PAGES TO FOLLOW

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S:\DATA\Urban Infill Cooperative Agreements\City of Pensacola Agreements\9.1.2018 FINAL Interlocal Agreement For Urban Infill Houisng Development Initiatives - final.docx

5

68

FOR THE CITY OF PENSACOLA:

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

ATTEST:

Ashton J. Hayward, III, Mayor

Ericka L. Burnett, City Clerk

(SEAL)

APPROVED AS TO CONTENT:

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

UNTY HOUSING FINANCE AUTHORITY: FOR TI

SEAL 1980 (SEAL)

ESCAMBIA COUNTY HOUSING FINANCE **AUTHORITY**

ATTEST:

Robert C. Maloy, Secretary

Approved as to legal sufficiency:

By: Patricia D. Lott, Executive Director and

General Counsel

EXHIBIT A SCOPE OF SERVICES

INFILL HOUSING REVOLVING LOAN PROGRAM

TARGETING NEW CONSTRUCTION/OF OWNERSHIP HOUSING ON VACANT INFILL PARCELS

LOCATION: CITY OF PENSACOLA

1. Purpose

To stimulate investment in the urban areas of the City of Pensacola by offering financial incentives that will encourage the proactive redevelopment of abandoned or vacant urban infill properties by private and non-profit builders or developers for the benefit of income eligible homebuyers.

2. Approach

Utilizing Housing Finance Authority, City and private resources, this Strategy encompasses:

- a. Identification and evaluation of urban infill sites suitable for the production of newly constructed single-family housing; and
- b. Attaining control or ownership of properties, through acquisition, donation, or other means as may be appropriate, that support the overall infill housing and redevelopment goals established in plans of the Housing Finance Authority and Community Redevelopment and Local Housing Assistance Plans of the City of Pensacola.

3. Strategy Design/Implementation

The Housing Finance Authority's intent is to integrate affordable housing production efforts of area lenders, builders/developers, non-profit organizations, local governments and neighborhood groups/associations, with the long-term vision and plans for development of quality affordable (workforce) ownership housing. The Strategy requires the combination of three distinct elements into a well-reasoned, flexible package that will ultimately produce quality new housing at reasonable prices generally affordable to families with gross income below levels identified in Attachment A of this Agreement, and in priority locations that foster collateral investment. Each element is briefly discussed as follows;

a. Infill Property Identification/Evaluation:

The City Housing Division will assist the Housing Finance Authority in identifying and, if necessary, prioritizing properties to be targeted for infill housing development. This will include identification of any suitable properties owned by the subject jurisdiction for which clear title can be assured or attained at reasonable cost.

b. Eligible Property:

Buildable infill properties/lots with proper zoning and clear insurable title will be evaluated and, if deemed appropriate for this Program by the Housing Finance Authority, acquired by the City

for the purpose of the production of infill workforce housing for income eligible homebuyers as defined elsewhere in this Agreement.

At the City's option, Eligible Properties will be deeded to the Housing Finance Authority to construct homes on their infill properties/lots in keeping with the pre-approval requirements, construction price and sales price limitations and income limitations for homebuyers prescribed in this Agreement. In support of Program goals, the City may provide a discount on parcel price from zero to 100 percent. All such parcels shall have clear, insurable title. After recovery of fixed expenses, any proceeds from the sale of the property will be split equally between the City and Housing Finance Authority. As security for payment for the real property and for the interim construction loan provided by the Housing Finance Authority to the Participating Builder, the Participating Builder shall execute a mortgage and note in favor of the Housing Finance Authority as their interests may appear prior to initiating construction on the property. Final decisions regarding commitment of funds from the Housing Finance Authority's Urban Infill Revolving Loan Program for use on such Participating Builder owned properties/lots shall solely rest with the Housing Finance Authority, as represented by its Contract Manager.

c. Construction of Homes on Acquired or Committed Urban Infill Properties/Lots:

Construction of homes shall be accomplished by working closely with private and non-profit builders/developers (herein collectively "Participating Builders") who formally commit to construct housing on acquired or committed properties. Pursuant to a publicly noticed process, the Housing Finance Authority has previously obtained Letters of Interest from Participating Builders who wish to participate in the Urban Infill Revolving Loan Program. If a fixed price approach will be used for a particular property, proposals will be solicited pursuant to a public competitive process. Participating Builders who respond and meet the requirements stipulated in the Request for Letters of Interest (the "RLI") will execute the Urban Infill Revolving Loan Agreement with the Housing Finance Authority.

4. Redevelopment Incentive(s).

Housing Finance Authority funds have been allocated by the Board of the Housing Finance Authority to support the Urban Infill Revolving Loan Program. To encourage wide participation, Housing Finance Authority funds of up to \$100,000 per single family housing unit which shall be loaned to Participating Builders who execute the Urban Infill Revolving Loan Program Agreement and perform in accordance with the terms outlined therein.

In the event that the City has identified and prequalified a buyer for the property, the Urban Infill Revolving Loan Program Agreement may provide for a fixed construction and sales price. In such event the loan for such construction may be increased to an amount up to \$150,000.

5. Limitations and Eligibility Requirements.

Housing units developed with Housing Finance Authority, SHIP, HOME or City Program assistance must meet the statutory or regulatory requirements of the respective governing Program(s). This will require that Participating Builders, their designated lender(s) and realtor(s) work closely with the Housing Finance Authority and City staff to ensure that all homes benefiting from Housing Finance Authority financing are sold to homebuyers meeting the applicable Program's income eligibility requirements and program guidelines.

- a. Families must have gross incomes that are below the limits stipulated in Attachment A of this Interlocal Agreement, depending upon the source of funds accessed for benefit of the ultimate homebuyer(s). Housing Finance Authority, SHIP, HOME, and City income limits are all provided in Attachment A, which may be updated from time to time.
- b. Unless a waiver is obtained from the City and the Housing Finance Authority, families must be "first-time" homebuyers (defined as a potential mortgagor who has not had an ownership interest in a principal residence at any time during the three-year period ending on the date a mortgage is executed under the Program, as defined in the Master Origination Agreement applicable to the Authority's first-time homebuyer Program(s). A maximum housing unit sale price must be agreed upon prior to commencement of construction. The first-time homebuyer requirement shall be automatically waived for buyers who are qualified for and assisted through the HOME or City Programs.
- c. Families must be credit worthy as defined by Housing Finance Authority first-time homebuyer Program requirements and the mortgage origination standards of FHA, VA, RD and/or Freddie Mac standards as necessary to secure a first mortgage adequate to culminate the home purchase.

ATTACHMENT A (Section 1)

ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY FIRST TIME HOMEBUYER PROGRAM

MAXIMUM INCOME ELIGIBILITY LIMITS FOR LOW, MODERATE AND MIDDLE INCOME PERSONS/FAMILIES (Current: August 1, 2017)

Maximum Income Limits:

Non-Targeted Areas:

1-2 Family members: \$62,000 3+ Family members: \$71,300

Targeted Areas (see note below):

1-2 Family members: \$74,400 3+ Family members: \$86,800

NOTE: Approved Target Areas in Escambia County for the Authority's Program can be viewed/located at: Escambia County HFA Targeted Areas

ATTACHMENT A

(Section 2)

CITY OF PENSACOLA/ESCAMBIA COUNTY 2017 INCOME GUIDELINES

Escambia/Pensacola SHIP First Time Homebuyer Program
*City of Pensacola Homebuyer Incentive Program
(Effective Date: April 14, 2017)

| # PERSONS IN FAMILY | Low Income 80% | Moderate Income 120% (SHIP and City Maximum) |
|---------------------|-------------------|---|
| 1 | 34,750 | 52,080 |
| 2 | 39,700 | 59,520 |
| 3 | 44,650 | 66,960 |
| 4 | 49,600 | 74,400 |
| 5 | 53,600 | 80,400 |
| 6 | 57,550 | 86,400 |
| 7 | 61,550 | 92,280 |
| 8 | 65,500 | 98,280 |
| 9 | 69,440 | 104,160 |
| 10 | 73,408 | 110,112 |

^{*}The City of Pensacola may provide funding to assist qualifying essential service personnel to purchase homes within the City limits.

CITY OF PENSACOLA/ESCAMBIA COUNTY 2017 INCOME GUIDELINES

Escambia/Pensacola HOME Homebuyers Program (Effective Date: April 14, 2017)

| # PERSONS IN FAMILY | Low Income 80% (HOME Maximum) |
|---------------------|----------------------------------|
| 1 | 34,750 |
| 2 | 39,700 |
| 3 | 44,650 |
| 4 | 49,600 |
| 5 | 53,600 |
| 6 | 57,550 |
| 7 | 61,500 |
| 8 | 65,500 |
| 9 | 69,440 |
| 10 | 73,408 |

EXHIBIT B

PUBLIC RECORDS: Recipient shall comply with Chapter 119, Florida Statutes. Specifically, Recipient shall:

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

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

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

MEMORANDUM

TO:

Ericka L. Burnett, City Clerk

FROM:

Marcie Whitaker, Housing Administrator

DATE:

November 7, 2017

SUBJ:

Fully Executed Interlocal Agreement with Escambia Housing Finance Authority for

the Urban Infill Housing Development Initiative

For the official City record, attached is a copy of the fully executed Interlocal Agreement between the City of Pensacola and the Escambia County Housing Finance Authority to cooperatively participate in the Authority's Urban Infill Revolving Loan Program. The Housing Division has retained a copy for its records.

Please let me know if you have any questions.

MEMORANDUM

TO: Ashton J. Hayward, III, Mayor V

FROM: Marcie Whitaker, Housing Administrator MbW

DATE: October 23, 2017

SUBJ: Interlocal Agreement for Urban Infill Housing Development Initiative with

Escambia County Housing Finance Authority

On October12, 2017, City Council approved the attached Interlocal Agreement with Escambia County Housing Finance Authority and authorized the Mayor to execute all documents relating to the Initiative's implementation and administration.

Four originals of the Interlocal Agreement are attached for your signature. The Clerk will need to attest to the signatures. All originals may be returned to our office for final processing.

Please do not hesitate to call me with any questions. Thank you.

Attachments



City of Pensacola

222 West Main Street Pensacola, FL 32502

File Summary

| File Number | Title | Current Status | | | |
|-------------|---|------------------------------------|--|--|--|
| 17-00514 | Legislative Action Item Pa | | | | |
| | URBAN INFILL HOUSING DEVELOPME AGREEMENT WITH ESCAMBIA COUNT | | | | |
| | Introduced: 8/29/2017 | Controlling Body: City Council | | | |
| | Meeting Date: 10/12/2017 | Sponsor(s): Ashton J. Hayward, III | | | |
| | Department: Housing | | | | |
| | Drafter: mwhitaker@cityofpensacola.com | | | | |

CONTRACTS/AGREEMENTS REQUIRING MAYORAL SIGNATURE FINAL DOCUMENT REVIEW FORM

(blue)

| cument Title: Interlocal Agreer | | | | | |
|--|---|-----------------------------|-------------|--|---|
| Project | Contract _ | Lease | X | Other (Chec | ck One) |
| rief Description: On Octobe | <u>er 12, 2017, City Cou</u> | ncil approved th | e attache | ed Interlocal Ag | reement. |
| our orginals of the Agreement a | | | | | |
| | | | | | wightata) CO, |
| | | | | 7 | |
| ontract Cost:\$ <u>N/A</u> | | _ Depart | ment: H | ousing | |
| pproved by Mayor:/ | _/ Dept C | ontact Person: | _Marcie | Whitaker | |
| DR pproved By Council: <u>10</u> / <u>12</u> | _ | to Contract A | | | CEIV |
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CONTRACTS/AGREEMENTS REQUIRING MAYORAL SIGNATURE FINAL DOCUMENT REVIEW FORM

(page 2)

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INTERLOCAL AGREEMENT FOR URBAN INFILL HOUSING DEVELOPMENT INITIATIVES

This Agreement is made and entered into this 3 day of NOYMER, 2017. (but effective as of October 12, 2017) ("Effective Date") by and between the City of Pensacola, a municipal corporation of the State of Florida ("City") and Escambia County Housing Finance Authority, a public body corporate and politic created under Chapter 159, Part IV, Florida Statutes ("Housing Finance Authority") (singularly and individually, "Party," and jointly, "Parties"), under the authority of the Florida Interlocal Cooperation Act of 1969, Section 163.01 et. seq., Fla. Stat.

RECITALS:

- **A.** Pursuant to the provisions of Chapter 159 Part IV, Florida Statutes, the Housing Finance Authority has implemented the Urban Infill Revolving Loan Program (the "Program") to provide financing for the development of workforce housing.
- **B.** City and Housing Finance Authority desire to jointly cooperate in the Program by combining resources and technical expertise to enhance the development of workforce housing for low, moderate, middle income residents and contribute to the redevelopment initiatives of the City.
- C. On October 12, 2017, the City Council of the City of Pensacola authorized the Mayor to execute this Agreement with Escambia County Housing Finance Authority, under the terms and conditions set forth herein, and further, execute all other documents as may be necessary or convenient in administering the same.
- **D.** On September 12, 2017, the Escambia County Housing Finance Authority Board authorized the Escambia County Housing Finance Authority to enter into this Agreement with City, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Parties agree as follows:

TERMS

- 1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.
- 2. **TERM:** The term of this Agreement shall commence on Effective Date and shall continue until terminated.
- 3. **TERMINATION:** This Agreement may be terminated by either Party upon thirty (30) days prior written notice of termination to the other Party.
- 4. <u>ADMINISTRATION OF AGREEMENT:</u> Agreement shall be administered by contract managers to be designated by each party.
- 5. **SCOPE OF SERVICE:** Parties agree to provide Services, as specifically described, and under the special terms and conditions set forth in Exhibit "A" entitled Scope of Services attached hereto, which by this reference is incorporated into and made a part of this Agreement.
- 6. **CONTINGENCY CLAUSE:** Funding for this Agreement is contingent upon the availability of funds, continued authorization for program activities, and final expenditure approval by each Party.
- 7. **PUBLIC RECORDS:** Parties individually agree to assume responsibility for maintaining all records as set forth in the current edition of the State of Florida General Records Schedule for State and Local Governments (GS1-SL) and allow access by the public, at all reasonable times, to all documents pertaining to this Agreement, subject to the provisions of Chapter 119, Florida Statues, subject to disclosure under applicable law. Parties expressly agree specifically that the contracting parties shall comply with the requirements within Exhibit B, attached hereto and incorporated by reference. Failure or refusal by either Party to comply with the provisions of this section shall result in the immediate cancellation of this Agreement.
- 8. <u>INDEMNIFICATION:</u> Each party to this Agreement shall be responsible for the acts and omissions of its respective employees and agents in the performance of this Agreement, and the activities contemplated hereby, to the extent permitted by law. Nothing contained herein shall be construed as

modifying, limiting, restricting or otherwise adversely affecting the sovereign immunity defenses and

limitations available to the Parties under Section 768.28, Florida Statutes, and other sovereign immunity

limitations of applicable law. Nothing herein shall be construed as a consent by the Parties to be sued in

any manner arising out of any contract.

9. NOTICES: All notices or other communications required under this Agreement shall be in writing

and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested,

addressed to the other party at the address indicated herein or to such other address as a party may designate

by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered,

if by mail, on the date of actual receipt or courier deposit (pickup) date. Notices shall be addressed to the

following:

City of Pensacola

Ashton J. Hayward, III, Mayor

City of Pensacola

222 W. Main Street

Pensacola, Florida 32502-5743

Phone: (850) 435-1626

E-mail: ahayward@cityofpensacola.com

and in the case of the Escambia County Housing Finance Authority

Executive Director

Escambia County Housing Finance Authority

700 South Palafox Street, Suite 310

Pensacola, Florida 32502

Phone: (850) 432-7077

Fax: (850) 438-5205

E-mail: pat.lott@escambiahfa.com

10. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: Parties agree to comply

with and observe all applicable laws in performance of their respective duties pursuant to this Agreement,

including the provisions of Florida Statute Chapter 112, Public Officers and Employees Parts I, II, and III.

NONDISCRIMINATION: Parties to this Agreement warrant that all activities associated with 11.

the Program shall be available to the public in a non-discriminatory manner. Activities completed under

S:\DATA\Urban Infill Cooperative Agreements\City of Pensacola Agreements\9.1.2018 FINAL Interlocal Agreement For Urban Infill Houising Development

Initiatives - final.docx

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the Program and access thereto shall be available without regard to race, color, national origin, religion, sex, familial status, disability, age, marital status, or gender. Further Parties accept responsibility for ensuring such non-discriminatory access to the Program by their respective elected officials and officers, employees, agents, and representatives.

12. MISCELLANEOUS PROVISIONS:

- A. This Agreement shall be construed and enforced according to the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the state courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. The prevailing party in any action, claim or proceeding arising out of this Agreement shall be entitled to its reasonable Attorney's fees and costs from the losing party.
- **B.** Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- **C.** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Pensacola, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.
- **E.** This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

F. This Agreement shall become effective, after being properly executed by the Parties, when

filed in the County's official records by the Office of the Clerk of the Circuit Court of Escambia

County.

13. **ENTIRE AGREEMENT:** This instrument and its attachments constitute the sole and only

agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and

obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or

representations not expressly set forth in this Agreement are of no force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their

respective officials thereunto duly authorized, this the day and year above written.

SIGNATURE PAGES TO FOLLOW

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S:\DATA\Urban Infill Cooperative Agreements\City of Pensacola Agreements\9.1.2018 FINAL Interlocal Agreement For Urban Infill Houisng Development Initiatives - final.docx

5

FOR THE CITY OF PENSACOLA:

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

ATTEST:

Ashton J. Hayward, III, Mayor

Ericka L. Burnett, City Clerk

(SEAL)

APPROVED AS TO CONTENT:

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

UNTY HOUSING FINANCE AUTHORITY: FOR TI

SEAL 1980 (SEAL)

ATTEST:

ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY

Robert C. Maloy, Secretary

Approved as to legal sufficiency:

By: Patricia D. Lott, Executive Director and

General Counsel

EXHIBIT A SCOPE OF SERVICES

INFILL HOUSING REVOLVING LOAN PROGRAM

TARGETING NEW CONSTRUCTION/OF OWNERSHIP HOUSING ON VACANT INFILL PARCELS

LOCATION: CITY OF PENSACOLA

1. Purpose

To stimulate investment in the urban areas of the City of Pensacola by offering financial incentives that will encourage the proactive redevelopment of abandoned or vacant urban infill properties by private and non-profit builders or developers for the benefit of income eligible homebuyers.

2. Approach

Utilizing Housing Finance Authority, City and private resources, this Strategy encompasses:

- a. Identification and evaluation of urban infill sites suitable for the production of newly constructed single-family housing; and
- b. Attaining control or ownership of properties, through acquisition, donation, or other means as may be appropriate, that support the overall infill housing and redevelopment goals established in plans of the Housing Finance Authority and Community Redevelopment and Local Housing Assistance Plans of the City of Pensacola.

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b. Eligible Property:

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for the purpose of the production of infill workforce housing for income eligible homebuyers as defined elsewhere in this Agreement.

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In the event that the City has identified and prequalified a buyer for the property, the Urban Infill Revolving Loan Program Agreement may provide for a fixed construction and sales price. In such event the loan for such construction may be increased to an amount up to \$150,000.

5. Limitations and Eligibility Requirements.

Housing units developed with Housing Finance Authority, SHIP, HOME or City Program assistance must meet the statutory or regulatory requirements of the respective governing Program(s). This will require that Participating Builders, their designated lender(s) and realtor(s) work closely with the Housing Finance Authority and City staff to ensure that all homes benefiting from Housing Finance Authority financing are sold to homebuyers meeting the applicable Program's income eligibility requirements and program guidelines.

- a. Families must have gross incomes that are below the limits stipulated in Attachment A of this Interlocal Agreement, depending upon the source of funds accessed for benefit of the ultimate homebuyer(s). Housing Finance Authority, SHIP, HOME, and City income limits are all provided in Attachment A, which may be updated from time to time.
- b. Unless a waiver is obtained from the City and the Housing Finance Authority, families must be "first-time" homebuyers (defined as a potential mortgagor who has not had an ownership interest in a principal residence at any time during the three-year period ending on the date a mortgage is executed under the Program, as defined in the Master Origination Agreement applicable to the Authority's first-time homebuyer Program(s). A maximum housing unit sale price must be agreed upon prior to commencement of construction. The first-time homebuyer requirement shall be automatically waived for buyers who are qualified for and assisted through the HOME or City Programs.
- c. Families must be credit worthy as defined by Housing Finance Authority first-time homebuyer Program requirements and the mortgage origination standards of FHA, VA, RD and/or Freddie Mac standards as necessary to secure a first mortgage adequate to culminate the home purchase.

ATTACHMENT A

(Section 1)

ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY FIRST TIME HOMEBUYER PROGRAM

MAXIMUM INCOME ELIGIBILITY LIMITS FOR LOW, MODERATE AND MIDDLE INCOME PERSONS/FAMILIES (Current: August 1, 2017)

Maximum Income Limits:

Non-Targeted Areas:

1-2 Family members: \$62,000 3+ Family members: \$71,300

Targeted Areas (see note below):

1-2 Family members: \$74,400 3+ Family members: \$86,800

NOTE: Approved Target Areas in Escambia County for the Authority's Program can be viewed/located at:

<u>Escambia County HFA Targeted Areas</u>

ATTACHMENT A (Section 2)

CITY OF PENSACOLA/ESCAMBIA COUNTY 2017 INCOME GUIDELINES

Escambia/Pensacola SHIP First Time Homebuyer Program
*City of Pensacola Homebuyer Incentive Program
(Effective Date: April 14, 2017)

| # PERSONS IN FAMILY | Low Income 80% | Moderate Income 120% (SHIP and City Maximum) |
|------------------------------|-------------------|---|
| 1 | 34,750 | 52,080 |
| 2 | 39,700 | 59,520 |
| 3 | 44,650 | 66,960 |
| 4 | 49,600 | 74,400 |
| 5 | 53,600 | 80,400 |
| 6 | 57,550 | 86,400 |
| 7 | 61,550 | 92,280 |
| 8 | 65,500 | 98,280 |
| 9 | 69,440 | 104,160 |
| 10 | 73,408 | 110,112 |

^{*}The City of Pensacola may provide funding to assist qualifying essential service personnel to purchase homes within the City limits.

CITY OF PENSACOLA/ESCAMBIA COUNTY 2017 INCOME GUIDELINES

Escambia/Pensacola HOME Homebuyers Program (Effective Date: April 14, 2017)

| # PERSONS IN FAMILY | Low Income 80% (HOME Maximum) |
|---------------------|----------------------------------|
| 1 | 34,750 |
| 2 | 39,700 |
| 3 | 44,650 |
| 4 | 49,600 |
| 5 | 53,600 |
| 6 | 57,550 |
| 7 | 61,500 |
| 8 | 65,500 |
| 9 | 69,440 |
| 10 | 73,408 |

EXHIBIT B

PUBLIC RECORDS: Recipient shall comply with Chapter 119, Florida Statutes. Specifically, Recipient shall:

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

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

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

MEMORANDUM

TO:

Ericka L. Burnett, City Clerk

FROM:

Marcie Whitaker, Housing Administrator

DATE:

November 7, 2017

SUBJ:

Fully Executed Interlocal Agreement with Escambia Housing Finance Authority for

the Urban Infill Housing Development Initiative

For the official City record, attached is a copy of the fully executed Interlocal Agreement between the City of Pensacola and the Escambia County Housing Finance Authority to cooperatively participate in the Authority's Urban Infill Revolving Loan Program. The Housing Division has retained a copy for its records.

Please let me know if you have any questions.

MEMORANDUM

TO: Ashton J. Hayward, III, Mayor

FROM: Marcie Whitaker, Housing Administrator MWW

DATE: October 23, 2017

SUBJ: Interlocal Agreement for Urban Infill Housing Development Initiative with

Escambia County Housing Finance Authority

.....

On October12, 2017, City Council approved the attached Interlocal Agreement with Escambia County Housing Finance Authority and authorized the Mayor to execute all documents relating to the Initiative's implementation and administration.

Four originals of the Interlocal Agreement are attached for your signature. The Clerk will need to attest to the signatures. All originals may be returned to our office for final processing.

Please do not hesitate to call me with any questions. Thank you.

Attachments



City of Pensacola

222 West Main Street Pensacola, FL 32502

File Summary

| File Number | Title | Current Status | | | |
|-------------|---|------------------------------------|--|--|--|
| 17-00514 | Legislative Action Item Pa | | | | |
| | URBAN INFILL HOUSING DEVELOPME AGREEMENT WITH ESCAMBIA COUNT | | | | |
| | Introduced: 8/29/2017 | Controlling Body: City Council | | | |
| | Meeting Date: 10/12/2017 | Sponsor(s): Ashton J. Hayward, III | | | |
| | Department: Housing | | | | |
| | Drafter: mwhitaker@cityofpensacola.com | | | | |

CONTRACTS/AGREEMENTS REQUIRING MAYORAL SIGNATURE FINAL DOCUMENT REVIEW FORM

(blue)

| Occument Title: Interlocal Agreement for Urban | Titili Housing Development with Escambia County Housing Finance Authority |
|---|---|
| Project Contra | cct Lease X Other (Check One) |
| rief Description: On October 12, 2017, | City Council approved the attached Interlocal Agreement. |
| Four orginals of the Agreement are attached | for signature. The Clerk will need to attest to the signatures. |
| | |
| | |
| Contract Cost:\$ <u>N/A</u> | Department: Housing |
| Approved by Mayor:// DR | Dept Contact Person: Marcie Whitaker |
| Approved By Council: 10 / 12 / 2017 | Sent to Contract Admin. (Purchasi |
| CONTRACT ADMINISTRATOR (PURCHASING) | Date Recommed DCT 2 5 2017 |
| Debarment Check | BY: |
| Pending (See comments below): | Sent to Department/_/ |
| Approved: (Signature) | (Signature) Sent to Contract/Lease Counsel 10/25/11 |
| \mathcal{L} | |
| Comments: | |
| Pending (See comments below): Approved: (Signature) Comments: Ic Vm Marcia re | Date Received 125/17 Sent to Department 186/17 (Signature) Sent to Budget Review (0 26/1 Was Marks. 1/25 Markex re Hand ds cleans thanks review 4 City Atty |
| Pending (See comments below): Approved: (Signature) Comments: Ic Vm Marcia re | Sent to Department 1 85/17 (Signature) Sent to Budget Review (0 26/17) Hanks. 1/25. + 1/25 Mirak re Jan |
| Pending (See comments below): Approved: (Signature) Comments: Ic Vm Marcia re | Sent to Department! R5/17 (Signature) Sent to Budget Review (0 26/17) Hanks. 1/25. + 1/25 Mirak re Jan |
| Pending (See comments below): Approved: (Signature) Comments: to VM Marcie record // pt. public record | Sent to Department 1 18 17 (Signature) Sent to Budget Review (0 26/1) Warks. 1/25 Merick re dan ds clempt changes reviewed by City Atty Date Received 103017 Sent to Department / / |
| Pending (See comments below): Approved: (Signature) Comments: Ic Vm Marcia (Comments: Ic Vm Marcia | Sent to Department 1 75/17 (Signature) Sent to Budget Review (0 26/1) Warks. 1/25 Merick re dan ds cleanse thanges reviewed by City Atty Date Received 10,3017 |
| Pending (See comments below): Approved: (Signature) Comments: tc Vm Marcia record Approved: Pending (See comments below): Approved: Approved: Approved: | Sent to Department 1 18 17 (Signature) Sent to Budget Review (0 26/1) Warks. 1/25 Merick re dan ds clempt changes reviewed by City Atty Date Received 103017 Sent to Department / / |

CONTRACTS/AGREEMENTS REQUIRING MAYORAL SIGNATURE FINAL DOCUMENT REVIEW FORM

(page 2)

| RISK MANAGER | | | Date Received | 10/30 | 12017 |
|--|-----------------|---------------|-----------------|--------------|---------------|
| Pending (See comments below): | | Sen | t to Department | /_ | _/ |
| Approved: (Signature) | (Signature) | | Sent to Mayor | 10/31 | / <u>Zo17</u> |
| Comments: | | | | | |
| | | | | | |
| CITY ATTORNEY | | i | Date Received _ | / | _/ |
| Pending (See comments below): | (8: | Sent | to Department | / | _/ |
| Pending (See comments below): Approved: (Signature) | (Signature) | Sent Original | to City Clerk | <u> </u> | 12017 |
| Comments: | | | | | |
| • | | | | | |
| MAYOR'S OFFICE (CITY ADMINISTRATOR) | | | Date Received | / | _/ |
| Pending (See comments below): | | Sent | to Department | / | _/ |
| Pending (See comments below): Approved: (Signature) | (Signature) | Sent to | City Attorney | <u>LL/_L</u> | 12017 |
| Comments: | | | | | |
| | | | | | |
| | | | | | |
| CITY CLERK | | | Date Received | 11/3 | 1/17 |
| Retained original (a) copile i | n FORTIS | | | <i>ب</i> | 7. — |
| Returned H original(s) to Depar | tment \\/\ldots | 17 | Init | ials: | -W1 |



ESCAMBIA COUNTY HOUSING FINANCE AUTHORITY

WWW.ESCAMBIAHFA.COM

700 South Palafox Street, Suite 310 Pensacola, Florida 32502-5958

Phone: (850) 432-7077 Fax: (850) 438-5205 Toll Free: (800) 388-1970

Serving 1st Time Homebuyers throughout Florida since 1982

August 7, 2019

Ms. Marcie Whitaker, Housing Administrator Pensacola Housing Division 420 West Chase Street Pensacola, Florida 32502

RE: City Owned Parcel located at 100 Block East Jordan Street (Property Reference 000S009010170127)

Dear Marcie:

We would like to thank the City of Pensacola for its interest in working with the Escambia County Housing Finance Authority as we continue to implement the Authority's Urban Infill Housing Development Loan Program. We are pleased to partner with you as you continue to explore partnership opportunities for the City's Housing Initiatives Fund. We know there is opportunity for great synergy between our initiatives.

The vacant infill lot located 100 Block East Jordan Street (as referenced above) is suitable for residential development with a single family for sale home in compliance with the income and program parameters of the Authority's Urban Infill Program. Given our mutual interest in enhancing effective housing strategies through a combined effort, we respectfully ask that the City of Pensacola donate, or transfer the parcel to the Authority at the minimal cost possible, specifically for use in meeting affordable workforce housing needs within the City of Pensacola. Our intent is to proceed with development of this parcel in close cooperation with your office regarding design, compatibility and marketing/sale of the home to an eligible buyer. This cooperative action supports the City's commitment to affordable housing as stipulated in the City's Affordable Housing Incentive Plan, the Escambia Consortium Consolidated Plan and the Housing Element of the City's Comprehensive Plan. Likewise, this cooperative venture falls squarely within the Authority's mission to provide safe, sanitary and decent housing by helping to alleviate the shortage of affordable homes available to persons of moderate, middle and low income in our community.

We would expect the terms of our mutual efforts to be as set forth in the Interlocal Agreement for Urban Infill Housing Development Initiatives between the City and the Authority dated as of November 3, 2017.



Marcie Whittaker Page 2

We see the redevelopment of this parcel with a quality home as an additional step in our long-term partnership. We look forward to working with you in the coming months to make this a reality.

Sincerely

Patricia D. Lott Executive Director



City of Pensacola



Memorandum

File #: 20-00699 City Council 11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

DISPOSITION OF REAL PROPERTY - 113 WEST JORDAN STREET

RECOMMENDATION:

That City Council approve the disposition of the real property located at 113 West Jordan Street (Parcel Ref. No. 000S009010012120) via sale in the amount of \$2,500 plus coverage of closing costs to Robert L. Hardy, Sr., which staff has determined to be a fair offer. Further, that City Council authorize the Mayor to take all actions necessary to execute any deeds, contracts or subsequent documents related to the disposition of this property. Finally, that City Council authorize the proceeds from the sale, minus any associated miscellaneous costs, be placed in the Gas Utility (Pensacola Energy) Fund.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The real property located at 113 West Jordan Street is approximately 0.0755 acres and zoned R-1AAA. The parcel is in a residential area but is currently denoted as a utility due to the parcel's decommissioned natural gas regulator. The low-pressure regulator station on the Jordan Street parcel was taken out of service in September 2019, after the completion of Pensacola Energy's 3-year cast-iron system replacement project. City Council approved the surplus and disposition via direct negotiation on October 22, 2020.

With the parcel of benefit to only one of the adjacent homeowners due to the regulator station's location and orientation, staff determined direct negotiation to be the most effective method for disposition. The adjacent homeowner and pending buyer, Robert Hardy, purchased his home in 1974 and was interested in purchasing the parcel when the regulator was no longer in use, as a means to further access his own property. He recently received confirmation that the regulator was decommissioned and has contacted City staff on several occasions in the past year, with the latest contact in early September 2020.

Per Council policy, an appraisal was obtained, and notices were mailed to property owners within the subject property's 300-ft radius on October 27, 2020. Sherrill Appraisal Company assessed the parcel with a value of \$5,400 and noted that assemblage with an adjacent property owner as the highest and best use of the parcel. Based on the benefits to the City from both the addition of this parcel to

the tax roll and the release of liability associated with this obsolete parcel, staff has determined the offer from Mr. Hardy to be fair. Also in consideration of the offer, the appraisal report notes the "atypically small size of the parcel" and the potentially negative effect on the "demand, marketability, and resulting value of the subject property" due to the economic impact of COVID-19.

PRIOR ACTION:

October 22, 2020 - City Council approved the surplus and disposition of the real property via direct negotiation.

FUNDING:

N/A

FINANCIAL IMPACT:

As the real property is an asset of Pensacola Energy, proceeds from the eventual sale will go into their enterprise fund, minus any miscellaneous costs associated with the sale. Also, City revenue will be increased by the addition of this parcel to the tax roll.

CITY ATTORNEY REVIEW: Yes

10/27/2020

STAFF CONTACT:

Keith Wilkins, City Administrator Richard Barker Jr., Deputy City Administrator - Administration & Enterprise Don Suarez, Pensacola Energy Director

ATTACHMENTS:

- 1) Council Action Approving Surplus 10-22-2020
- 2) Offer and Correspondence from Robert Hardy
- 3) Aerial and Parcel Info 113 W Jordan St
- 4) Appraisal 113 W Jordan St

PRESENTATION: No.



City of Pensacola

222 West Main Street Pensacola, FL 32502

Legislation Details (With Text)

File #: 20-00607 Version: 1 Name:

Type: Legislative Action Item Status: Passed File created: 9/29/2020 In control: City Council On agenda: 10/22/2020 Final action: 10/22/2020

Enactment date: Enactment #:

DECLARATION AND DISPOSITION OF REAL PROPERTY - 113 WEST JORDAN STREET Title:

Sponsors: Grover C. Robinson, IV

Indexes:

Code sections:

Attachments: 1. Aerial and Parcel Info - 113 W Jordan St

| Date | Ver. | Action By | Action | Result |
|------------|------|-------------------|--------------------------|--------|
| 10/22/2020 | 1 | City Council | Approved | Pass |
| 10/19/2020 | 1 | Agenda Conference | Placed on Regular Agenda | Pass |

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

DECLARATION AND DISPOSITION OF REAL PROPERTY - 113 WEST JORDAN STREET

RECOMMENDATION:

That City Council declare as surplus the real property located at 113 West Jordan Street (Parcel Ref. No. 000S009010012120) and authorize the Mayor to dispose of through direct negotiation. Further, that the City Council authorize the Mayor to take all actions necessary to execute any contracts or related documents to dispose of the property.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The real property located at 113 West Jordan Street is approximately 0.0755 acres and zoned R-1AAA. The parcel is in a residential area but is currently denoted as a utility due to the parcel's decommissioned natural gas regulator.

The property was acquired during the construction of the original cast iron low-pressure gas system in the late 1800s and early 1900s, with a gas pressure regulator station necessary for operating the system. In recent years, Pensacola Energy has installed 80 miles of polyethylene natural gas mains to replace the aging cast-iron pipes in the downtown area. This upgraded system operates at a File #: 20-00607, Version: 1

higher medium-pressure, eliminating the need for the old regulator stations.

The low-pressure regulator station on the Jordan Street parcel was taken out of service in September 2019, after completing the 3-year cast-iron system replacement project. The parcel directly abuts one homesteaded homeowner, who is interested in acquiring the parcel. With the parcel of benefit to only the one homeowner due to the regulator station's location and orientation, staff determined direct negotiation to be the most effective method for disposition.

Per Council policy, an appraisal will be obtained, and notices will be mailed to property owners within the subject property's 300-ft radius, pending Council approval to surplus the real property.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

As the real property is an asset of Pensacola Energy, proceeds from the eventual sale will go their enterprise fund, minus any miscellaneous costs associated with the sale.

CITY ATTORNEY REVIEW: Yes

10/1/2020

STAFF CONTACT:

Keith Wilkins, City Administrator Richard Barker Jr., Deputy City Administrator - Administration & Enterprise Don Suarez, Pensacola Energy Director

ATTACHMENTS:

1) Aerial and Parcel Info - 113 W Jordan St

PRESENTATION: No From: Ronita Hardy
To: Deana Stallworth

Subject: [EXTERNAL] Fw: OUT OF SERVICE ECUA GAS SUB STATION

Date: Friday, October 23, 2020 11:35:08 AM

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Sent from Yahoo Mail on Android

---- Forwarded Message -----

From: "Ronita Hardy" <ronita.hardy@yahoo.com> **To:** "Buddy1949hardy" <buddy1949hardy@gmail.com>

Sent: Mon, Aug 24, 2020 at 1:10 PM

Subject: Fw: OUT OF SERVICE ECUA GAS SUB STATION

---- Forwarded Message -----

From: Ronita Hardy <ronita.hardy@yahoo.com>

To: mayorrobinson@cityofpensacola.com <mayorrobinson@cityofpensacola.com>

Sent: Monday, August 24, 2020, 01:09:08 PM CDT **Subject:** OUT OF SERVICE ECUA GAS SUB STATION

Mr. Robert L Hardy, Sr

111 W Jordan St

Pensacola, FL 32501

August 24, 2020

City of Pensacola

Mayor Grover C. Robinson IV

Pensacola, FL

Re: OUT OF SERVICE ECUA GAS SUB STATION LOCATED AT 113 W JORDAN ST.

Dear Mr. Mayor,

I Robert L Hardy, Sr purchased my home at 111 W Jordan St over 40 years ago. To date, my family and I have resided at 111 W Jordan street for the last 47 years. I am writing to you about the property located at 113 W Jordan St. This property

has been occupied by the city of Pensacola as an ECUA sub gas station during the duration of my family and I living here. In January of 2020, the substation was disconnected. The Gas sub station is no longer functioning, and all of the equipment has been removed from this location. With this being said, I would like to purchase this property and have first priority if and when this property goes on the market. At this time I'm not sure what the City plans to do with this location but I would certainly like it to be noted and documented that I Mr. Robert L Hardy, Sr, would like to be given the opportunity to purchase this property immediately before and if it ever goes up for sale!!

Thank you in advance for your time and consideration.

Mr. Robert L. Hardy, Sr 111 W Jordan St Pensacola, FL 32501 850-438-3654 H

850-501-5784 C

From: <u>Deana Stallworth</u>
To: <u>"buddy1949hardy"</u>

Subject: RE: [EXTERNAL] 113 W Jordan St Property Date: Friday, October 23, 2020 12:03:14 PM

Attachments: image001.png

Hi Mr. Hardy,

Thank you for this email solidifying our negotiated price of \$2,500 for the 113 W Jordan St parcel. Per our conversation, you are also responsible for any closing costs attributed to the sale of the parcel (i.e. recording fees and doc stamps).

Now that the Council has agreed to surplus the parcel, the next steps are the mailouts to the property owners within a 300' radius and placement on the next available Council agenda for disposition via sale to you. I am aiming for the November 12th meeting, but the timing for submitting items is close. If not able to make the November meeting, it will definitely make the December 10th meeting. I will keep you posted.

Thanks again and hope that you have a great weekend!

Deana Stallworth

Property Lease Manager

Visit us at http://cityofpensacola.com 222 W. Main St.

Pensacola, Florida 32502 Office: 850.435.1834

destallworth@cityofpensacola.com



From: buddy1949hardy <buddy1949hardy@gmail.com>

Sent: Friday, October 23, 2020 11:32 AM

To: Deana Stallworth < DeStallworth@cityofpensacola.com>

Subject: [EXTERNAL] 113 W Jordan St Property

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

To whom it may concern,

I, Mr. Robert L Hardy, Sr, 111 W Jordan St. Pensacola, FL 32501 agree to the price of the property listed at 113 W Jordan St, Pensacola, FL 32501. As quoted by property lease manager Deana Stallworth, I agree to pay \$2,500 for full ownership of the property currently occupied by the city of Pensacola as a previous ECUA gas substation. Upon Agreement by

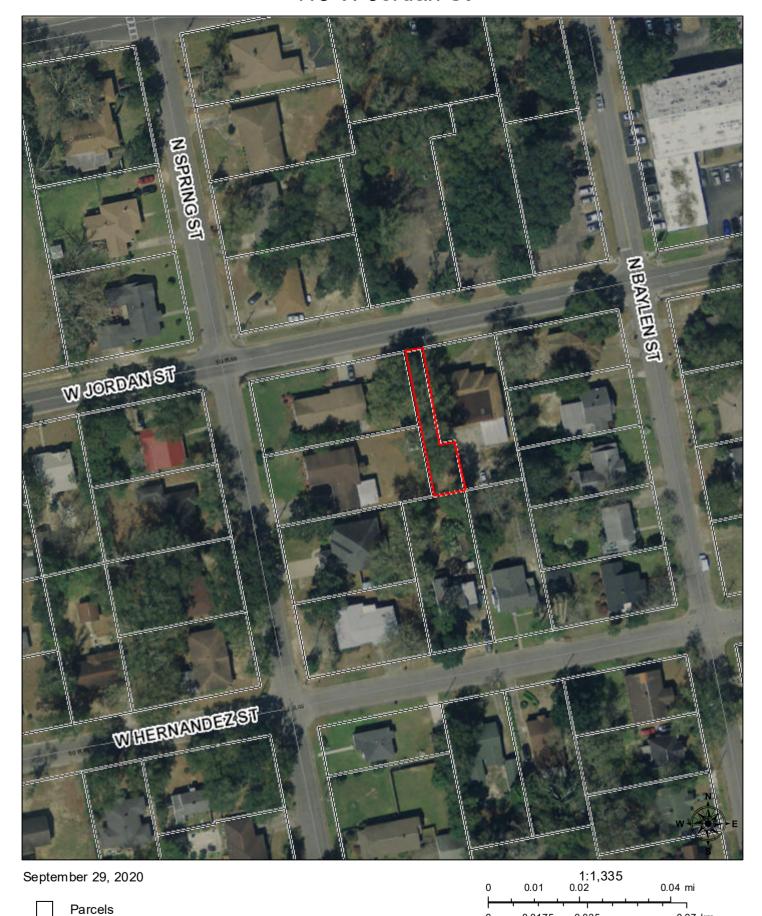
all parties I agree to submit a check claiming full ownership off this property.

Thanking you in advance!

Mr. Robert L Hardy, Sr.

Sent from my Galaxy Tab® A

113 W Jordan St



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

0.035

0.0175

0.07 km

Source: Escambia County Property Appraiser

Restore Full Version

General Information

Reference: 000S009010012120

Account: 132106000

Owners: PENSACOLA CITY OF Mail: PO BOX 12910

PENSACOLA, FL 32521

Situs: 113 W JORDAN ST 32501

Use Code: UTILITY, GAS, ELECT.

Taxing
PENSACOLA CITY LIMITS

Authority: Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford

Escambia County Tax Collector

Assessments Imprv Total Year Land Cap Val 2020 \$8,400 \$1,720 \$10,120 \$10,120 2019 \$8,400 \$1,720 \$10,120 \$10,120 2018 \$8,400 \$1,720 \$10,120 \$10,120

Disclaimer

Tax Estimator

<u>File for New Homestead Exemption</u> <u>Online</u>

Sales Data

Sale Book Page Value Type Record (New

Official Records (New Window)

None

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

2020 Certified Roll Exemptions

MUNICIPAL OWNED

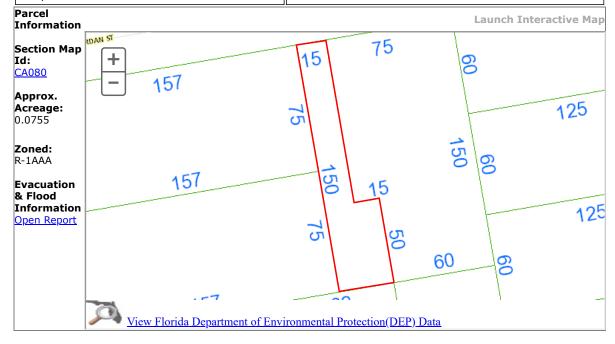
Legal Description

W1/2 OF LT 12 AND S 50 FT OF E1/2 OF LT 12 BELMONT TRACT BEL NO BLK 120 CA 80

RACT BEE NO BER 120 CA 6

Extra Features

ASPHALT PAVEMENT BLOCK/BRICK BUILDING CHAINLINK FENCE



Buildings

Images

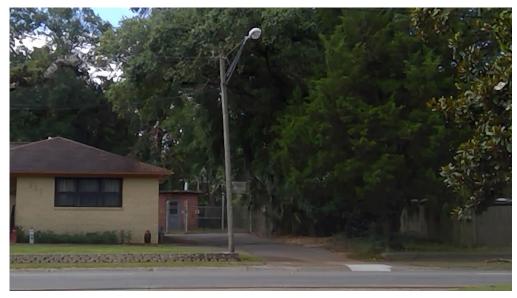


6/5/20

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.

9/29/2020 ViewImage

Escambia County Property Appraiser 000S009010012120



RESTRICTED APPRAISAL REPORT

OF A

RESIDENTIAL LAND PROPERTY

LOCATED AT

113 WEST JORDAN STREET PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32501

EXCLUSIVELY FOR

CITY OF PENSACOLA CLIENT PURCHASE ORDER: NOT PROVIDED BY CLIENT

AS OF

OCTOBER 2, 2020

 \mathbf{BY}

CHARLES C. SHERRILL, JR., MAI STATE - CERTIFIED GENERAL APPRAISER #RZ1665

2803 EAST CERVANTES STREET, SUITE C

PENSACOLA, FLORIDA

32503

RESTRICTED APPRAISAL REPORT

The subject property consists of a relatively small residential land parcel that is improved with a small storage structure. The 0.08-acre property has a physical address of 113 West Jordan Street in Pensacola, Florida. The client is considering the sale of the subject property at an undisclosed price

Additionally, the appraiser did not enter or inspect the interior of the subject structure for this valuation. However, the appraiser did perform an exterior inspection of this subject building. Accordingly, this valuation is based upon the extraordinary assumption that the interior of this subject facility was in similar physical condition on the date of valuation as that observed by the appraiser from the exterior inspection, as reported in this appraisal report. It is important to note that the use of this extraordinary assumption may affect the value conclusion in this appraisal.

The three traditional approaches to value real estate are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Residential land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the age and condition of the subject improvements, the estimating of accrued depreciation was considered to be too speculative to produce credible results in the Cost Approach. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

The subject is comprised of a residential land parcel that is improved with a small structure with no known lease encumbrances. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report. Additionally, the omission of the Cost and Income Capitalization Approaches is not considered to have a negative effect on the credibility of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.

Furthermore, this is a Restricted Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it might not include detailed or complete discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. 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. It should be emphasized that the rationale for how the appraiser arrived at the opinions and conclusions that are set forth in this report may not be properly understood without the additional information in the appraiser's work file. The appraiser is not responsible for unauthorized use of this report.

Coronavirus Disease 2019 (Covid-19) is an extremely serious illness that has very rapidly become a world-wide pandemic. It has had a significant effect on the health and financial well-being in recent weeks of all humans throughout the world. The spread of this new coronavirus is being monitored by the Centers for Disease Control (CDC), the World Health Organization, and numerous other health organizations across the globe. This virus has caused extreme detriment to the overall economic conditions of communities throughout the world. It should be noted that this coronavirus could have a negative effect on the demand, marketability, and resulting value of the subject property. However, as of the effective date of this appraisal, it is not clear to what extent, if any, the local market conditions and subject property value are impacted by the coronavirus. The appraiser has reviewed available market surveys and performed multiple interviews recently with various knowledgeable market participants (such as real estate brokers, owners, developers, and lenders) to closely monitor this rapidly-developing issue.

It should be noted that the extended Pensacola area was significantly affected recently by Hurricane Sally. This catastrophic Category 2 hurricane made landfall near Pensacola on September 16, 2020. Significant destruction occurred to numerous properties in the local area as a result of catastrophic winds, rainfall, flooding, and tornados. Preliminary estimates indicate the cost of damage from this catastrophic storm could exceed \$8 to \$10 billion dollars. However, it appears the subject property did not sustain any significant damage from this hurricane.

CLIENT: City of Pensacola

Attention: Ms. Deana Stallworth

Property Lease Manager 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: N220-0098

PROPERTY LOCATION: 113 West Jordan Street, Pensacola, Florida 32501

PROPERTY TYPE/CURRENT USE: Residential Land (with structure)

REPORTED PROPERTY OWNER: City of Pensacola

OCCUPANT: Not Applicable

SALES HISTORY:

The subject property is currently owned by City of Pensacola. According to the public records, the property was acquired by the current owner a number of years ago. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. The client is apparently considering the sale of the subject property at a yet undetermined price.

LEGAL DESCRIPTION:

A legal description of the subject property obtained from the Escambia County Property Appraiser's Office is presented in the addendum of this appraisal report.

TAX ACCOUNT NUMBER: 13-2106-000

PARCEL IDENTIFICATION NO.: 00-0S-00-9010-012-120

PROPERTY DESCRIPTION: The subject property is located on the south side of West Jordan Street, just west of North Baylen Street. The property is situated immediately adjacent to multiple residences. The interior parcel is slightly irregular in shape. The site has 15 feet of frontage on the south side of West Jordan Street and an average depth of 100 feet. According to the Escambia County Property Appraiser's Office, the property contains 0.0755 acre. This equates by calculation to a land area of 3,289 square feet. This is atypically small relative to other similar parcels in the local area. Based upon this land area and the 120-square foot size of the storage structure, the indicated land-to-building ratio of the subject is 27.4 to 1.0.

The property is fairly level and appears to have satisfactory drainage. 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).

West Jordan Street is a two-laned roadway with one-way (east-bound) traffic in front of the subject. Overall access of the property is concluded to be adequate.

The subject property is zoned R-1AAA; Low-Density Residential under the zoning ordinances of the City of Pensacola. This zoning district was established for the purpose of providing and preserving areas of single-family, low intensity development at a maximum density of 4.8 dwelling units per acre in areas deemed suitable because of compatibility with existing development and/or the environmental character of the areas. Land uses permitted within this classification include single-family detached dwellings, accessory residential units, 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, Sunday school buildings, and parish houses, home occupations, municipally-owned and operated parks and playgrounds, and private horse stables. The minimum lot area within this district is 9,000 square feet, and the minimum lot width is 50 feet. A maximum building height of 35 feet is allowed, and certain front, side, and rear yard setbacks (30 feet, 7.5 feet, and 30 feet, respectively) are required. The present ancillary storage use of the subject property is apparently permitted by the current R-1AAA zoning classification. The property has a Future Land Use Classification of LDR; Low Density Residential.

PROPERTY DESCRIPTION (CONT'D): The subject improvements consist of a relatively small (approximately 10 feet by 12 feet) storage structure which contains approximately 120 square feet. This structure is constructed of brick veneer exterior walls and it has an eave height of approximately 9 feet. Although the appraiser was not able to enter or inspect the interior of the facility for this valuation, this structure appears to be in relatively average physical condition.

CURRENT PROPERTY TAX

ASSESSMENT: \$10,120

ZONING CLASSIFICATION: R-1AAA; Low Density Residential

FUTURE LAND USE

CLASSIFICATION: LDR; Low Density Residential

HIGHEST AND BEST USE AS

VACANT: Assemblage with an adjoining owner (due to

atypically small size of parcel)

HIGHEST AND BEST USE AS

IMPROVED: Ancillary storage

ESTIMATED EXPOSURE TIME: 6 to 12 Months

ESTIMATED MARKETING TIME: 6 to 12 Months

TYPE AND DEFINITION OF VALUE: The purpose of this appraisal is to estimate the

market value of the subject property as defined by federal financial institutions regulatory agencies as well as the Office of the Comptroller of the

Currency under 12 CFR, Part 34, Subpart C.

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 APPRAISAL

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.

PROPERTY INTEREST VALUED: Fee Simple Title (defined as absolute ownership

unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, taxation, and/or any easements that may be present on the property).

5

DATE OF PROPERTY INSPECTION: October 2, 2020

EFFECTIVE DATE OF VALUE: October 2, 2020

DATE OF APPRAISAL REPORT: October 16, 2020

FINAL ESTIMATE OF VALUE: \$5,400 (Value as is, subject to the appraisal

assumptions and limiting conditions that are presented in the addendum of

this appraisal report)

This Restricted Use Appraisal Report sets forth only the appraiser's conclusions. Supporting documentation has been retained in the appraiser's file.

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 type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Residential land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the age and condition of the subject improvements, the estimating of accrued depreciation was considered to be too speculative to produce credible results in the Cost 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 (exterior inspection of the subject structure), conducted a telephone interview with the designated property contact (client), and researched and analyzed comparable land sales and offerings in the local area. Additionally, the appraiser performed multiple interviews with various market participants (such as real estate brokers, owners, developers, and lenders) to closely monitor the rapidly-developing coronavirus issue. This information was applied in the Sales Comparison Approach to value the subject property.

This is a Restricted Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it might not include detailed or complete discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. It should be emphasized that the rationale for how the appraiser arrived at the opinions and conclusions that are set forth in this report may not be properly understood without the additional information in the appraiser's work file. 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 unauthorized use of this report.

ATTACHMENTS:

Attached are a summary of the Sales Comparison Analysis, the assumptions and limiting conditions of this appraisal, the certification of the appraiser, subject photographs, location maps, a site plan, a plot plan, a copy of an aerial photograph, a legal description, a comparable land sales location map, site plans and aerial photographs of the comparables, and the appraiser's professional qualifications.

SUMMARY OF LAND VALUATION ANALYSIS:

A summary of the data pertaining to vacant land sales considered to be similar to the subject is presented below. A site plan and aerial photograph of each of these comparables, along with a comparable location map, are presented at the conclusion of this appraisal report.

| COMP | RECORD | | DATE OF | SALE | | PRICE/ |
|------------|------------|--------------------------------------|-------------|--------------|---------|---------|
| <u>NO.</u> | <u>NO.</u> | <u>LOCATION</u> | <u>SALE</u> | <u>PRICE</u> | SQ. FT. | SQ. FT. |
| 1 | 524197 | 1900 Block of North Tarragona Street | 05/21/19 | \$10,000 | 7,500 | \$1.33 |
| 2 | 564318 | 214 East Yonge Street | 12/19/19 | \$8,250 | 4,500 | \$1.83 |
| 3 | 548926 | 1800 Block of North Tarragona Street | 02/28/19 | \$8,000 | 3,750 | \$2.13 |
| 4 | 564317 | 2014 North Tarragona Street | 12/19/19 | \$10,000 | 3,750 | \$2.67 |

The above land sales represent properties considered generally comparable to the subject. These parcels range in size from 3,750 to 7,500 square feet, which is slightly smaller than the size of the subject. All are suitable for a residential type of use. However, the shapes of all of the comparables (with width ranging from 30 to 60 feet) are significantly favorable to the narrow 15-foot width of the subject. Each of the comparables is located in the subject neighborhood within approximately 8 blocks of the subject property. These comparables range in price from \$8,000 to \$10,000, which equates to a unit price of \$1.33 to \$2.67 per square foot.

In this analysis, 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/exposure, topography, utilities availability, zoning, and improvements (storage structure). After these necessary price adjustments were made for dissimilarities, when compared to the subject, a unit value of \$1.17 to \$1.90 per square foot results for the subject.

In placing least weight on Comparable No. 1, which is the largest sale that also resulted in the greatest price adjustments, a unit value towards the middle to upper end of the above range is concluded to be appropriate for the subject. Therefore, a value of \$1.65 per square foot is estimated for this valuation. This concluded unit value is well-bracketed by both the adjusted and the unadjusted unit price ranges of the comparables, which is considered to be reasonable based upon property characteristics and current market conditions.

The estimated value of the subject property from this sales comparison analysis is shown below. A grid summarizing the price adjustments is presented on the following page of this appraisal report.

3,289 SQ. FT.
$$x$$
 \$1.65/SQ. FT. = \$5,427 ROUNDED: \$5,400

The above total land value estimate is below the total sales price range of \$8,000 to \$10,000 that is indicated by the above comparables. However, this is concluded to be reasonable based primarily upon the larger size and much superior parcel shape of the comparables, relative to the subject property.

c20-0098L

SUMMARY OF LAND SALES ADJUSTMENTS

| | Comp. No. 1 | Comp. No. 2 | Comp. No. 3 | Comp. No. 4 |
|---------------------------------------|-------------|-------------|-------------|-------------|
| Index Number | 524197 | 564318 | 548926 | 564317 |
| Total Sales Price | \$10,000 | \$8,250 | \$8,000 | \$10,000 |
| Square Feet | 7,500 | 4,500 | 3,750 | 3,750 |
| Price Per Square Foot | \$1.33 | \$1.83 | \$2.13 | \$2.67 |
| Price Adjustments | | | | |
| Property Rights Conveyed | 0% | 0% | 0% | 0% |
| Adjusted Unit Price | \$1.33 | \$1.83 | \$2.13 | \$2.67 |
| Atypical Financing Terms | 0% | 0% | 0% | 0% |
| Adjusted Unit Price | \$1.33 | \$1.83 | \$2.13 | \$2.67 |
| Conditions of Sale | 0% | 0% | 0% | 0% |
| Adjusted Unit Price | \$1.33 | \$1.83 | \$2.13 | \$2.67 |
| Market Conditions (Time) | 3% | 2% | 4% | 2% |
| Adjusted Unit Price | \$1.37 | \$1.87 | \$2.22 | \$2.72 |
| Adjustments- Physical Characteristics | | | | |
| Location | | | | -10% |
| Size of Site | 10% | 5% | | |
| Shape of Site | -30% | -25% | -25% | -25% |
| Access/Road Frontage | | | | |
| Topography | | | | |
| Utilities Availability | | | | |
| Zoning | | | | |
| Improvements/Other Features | 5% | 5% | 5% | 5% |
| Cumulative (Net) Adjustments | -15% | -15% | -20% | -30% |
| Adjusted Price Per Square Foot | \$1.17 | \$1.59 | \$1.77 | \$1.90 |

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 type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Residential land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the age and condition of the subject improvements, the estimating of accrued depreciation was considered to be too speculative to produce credible results in the Cost Approach. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.
- 2. This is Restricted Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it might not include detailed or complete discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. 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. It should be emphasized that the rationale for how the appraiser arrived at the opinions and conclusions that are set forth in this report may not be properly understood without the additional information in the appraiser's work file. The appraiser is not responsible for unauthorized use of this 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, ureaformaldehyde 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 and building area calculations 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).
- 27. Coronavirus Disease 2019 (Covid-19) is an extremely serious illness that has very rapidly become a world-wide pandemic. It has had a significant effect on the health and financial well-being in recent weeks of all humans throughout the world. The spread of this new coronavirus is being monitored by the Centers for Disease Control (CDC), the World Health Organization, and numerous other health organizations across the globe. This virus has caused extreme detriment to the overall economic conditions of communities throughout the world. It should be noted that this coronavirus could have a negative effect on the demand, marketability, and resulting value of the subject property. However, as of the effective date of this appraisal, it is not clear to what extent, if any, the local market conditions and subject property value are impacted by the coronavirus. The appraiser has reviewed available market surveys and performed multiple interviews recently with various knowledgeable market participants (such as real estate brokers, owners, developers, and lenders) to closely monitor this rapidly-developing issue.

EXTRAORDINARY APPRAISAL ASSUMPTION:

1. The valuation is based upon the extraordinary assumption that the subject storage structure was in similar physical condition on the date of valuation as that observed by the appraiser from the exterior inspection, as reported in this appraisal report. It should be noted that the use of this extraordinary assumption may affect the value conclusion in 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 (exterior inspection of the structure) 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.
- 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.

Charles C. Sherrill, Jr., MAI

State - Certified General Appraiser #RZ1665



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

SHERRILL, 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



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



Front View of Storage Structure on Subject Parcel

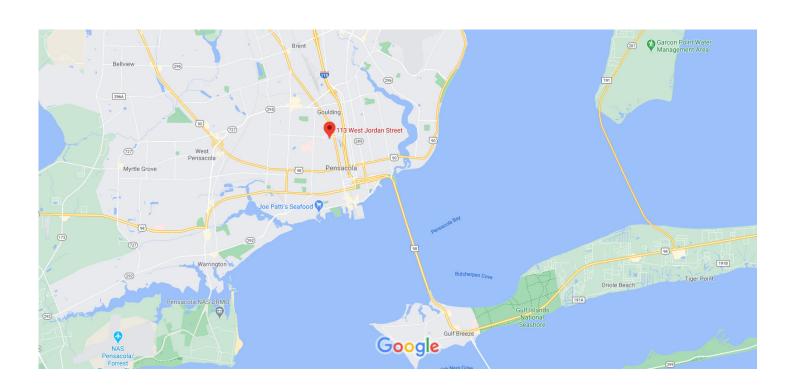
PHOTOGRAPHS OF SUBJECT PROPERTY

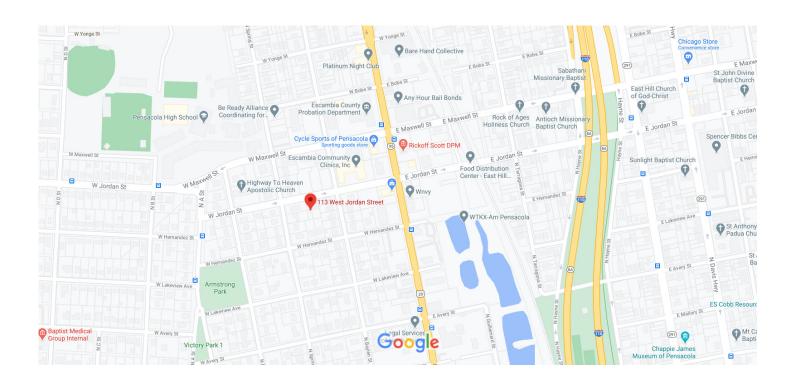


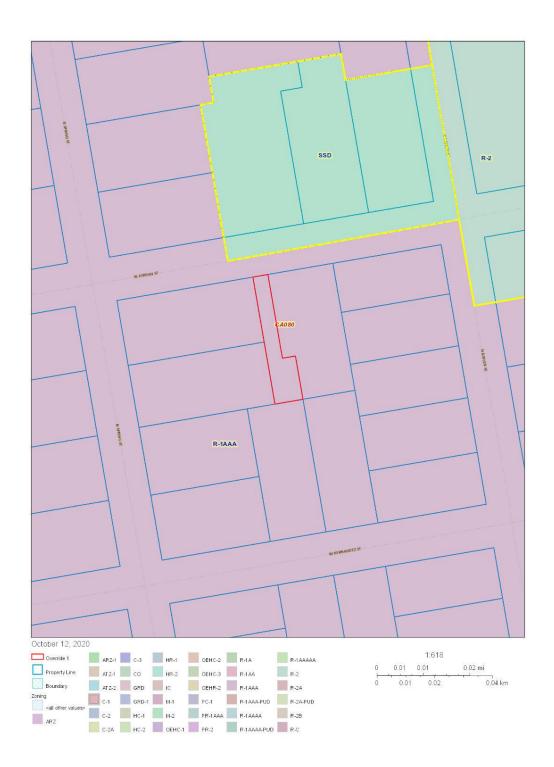
Rear View of Storage Structure on Subject Parcel



Subject Street Scene From West Jordan Street









Restore Full Version

General Information Reference: 000S009010012120 Account: 132106000 Owners: PENSACOLA CITY OF Mail: PO BOX 12910 PENSACOLA, FL 32521 Situs: 113 W JORDAN ST 32501 Use Code: UTILITY, GAS, ELECT. **Taxing** PENSACOLA CITY LIMITS **Authority:**

Tax Inquiry link courtesy of Scott Lunsford

Escambia County Tax Collector

| Assessments | | | | | |
|-------------|---------|---------|----------|----------------|--|
| Year | Land | Imprv | Total | <u>Cap Val</u> | |
| 2020 | \$8,400 | \$1,720 | \$10,120 | \$10,120 | |
| 2019 | \$8,400 | \$1,720 | \$10,120 | \$10,120 | |
| 2018 | \$8,400 | \$1,720 | \$10,120 | \$10,120 | |

Disclaimer

Market Value Breakdown Letter

Tax Estimator

File for New Homestead Exemption Online

Report Storm Damage

Sales Data

Tax Inquiry:

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

Open Tax Inquiry Window

None

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

2020 Certified Roll Exemptions

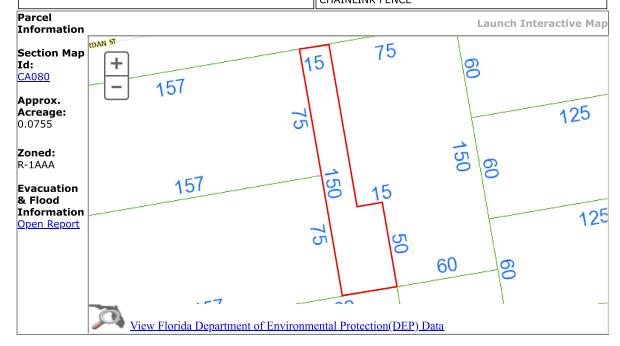
MUNICIPAL OWNED

Legal Description

W1/2 OF LT 12 AND S 50 FT OF E1/2 OF LT 12 BELMONT TRACT BEL NO BLK 120 CA 80

Extra Features

ASPHALT PAVEMENT **BLOCK/BRICK BUILDING** CHAINLINK FENCE





Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com







SCAN TO PAY ONLINE

2019

REAL ESTATE

TAXES Notice of Ad Valorem and Non-Ad Valorem Assessments

| ACCOUNT NUMBER | MILLAGE CODE | ESCROW CODE | PROPERTY REFERENCE NUMBER |
|----------------|--------------|-------------|---------------------------|
| 13-2106-000 | 16 | | 0005009010012120 |

PROPERTY ADDRESS: 113 W JORDAN ST **EXEMPTIONS:** MUNICIPAL-CITY OWNED

PENSACOLA CITY OF PO BOX 12910 PENSACOLA, FL 32521

| TAXING AUTHORITY | MILLAGE RATE | ASSESSED VALUE | EXEMPTION AMOUNT | TAXABLE AMOUNT | TAXES LEVIE |
|--------------------------|--------------|----------------|-------------------------|----------------|-------------|
| COUNTY PUBLIC SCHOOLS | 6.6165 | 10,120 | 10,120 | 0 | 0.00 |
| BY LOCAL BOARD | 2.0990 | 10,120 | 10,120 | 0 | 0.00 |
| BY STATE LAW | 3.9440 | 10,120 | 10,120 | 0 | 0.00 |
| PENSACOLA | 4.2895 | 10,120 | 10,120 | 0 | 0.00 |
| WATER MANAGEMENT | 0.0327 | 10,120 | 10,120 | 0 | 0.00 |
| M.S.T.U. LIBRARY | 0.3590 | 10,120 | 10,120 | 0 | 0.00 |

TOTAL MILLAGE 17.3407 **AD VALOREM TAXES** \$0.00 **NON-AD VALOREM ASSESSMENTS LEGAL DESCRIPTION** TAXING AUTHORITY **AMOUNT** W1/2 OF LT 12 AND S 50 FT OF E1/2 OF LT 12

BELMONT TRACT BEL NO BLK 120 CA 80

NON-AD VALOREM ASSESSMENTS

Pay online at EscambiaTaxCollector.com

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS

If Paid By Please Pay Oct 30, 2020 \$0.00

RETAIN FOR YOUR RECORDS

2019 REAL ESTATE TAXES DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER 13-2106-000

PROPERTY ADDRESS

113 W JORDAN ST

PENSACOLA CITY OF PO BOX 12910 PENSACOLA, FL 32521 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 Oct 30, 2020 AMOUNT IF PAID BY 0.00 AMOUNT IF PAID BY AMOUNT IF PAID BY AMOUNT IF PAID BY AMOUNT IF PAID BY

DO NOT FOLD, STAPLE, OR MUTILATE

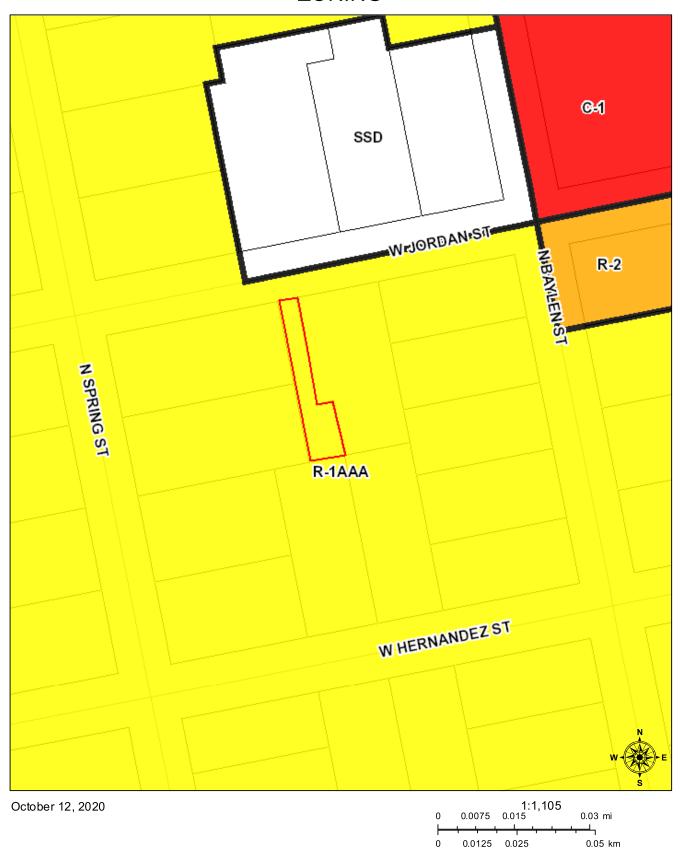
\$0.00

\$0.00

FLOOD MAP

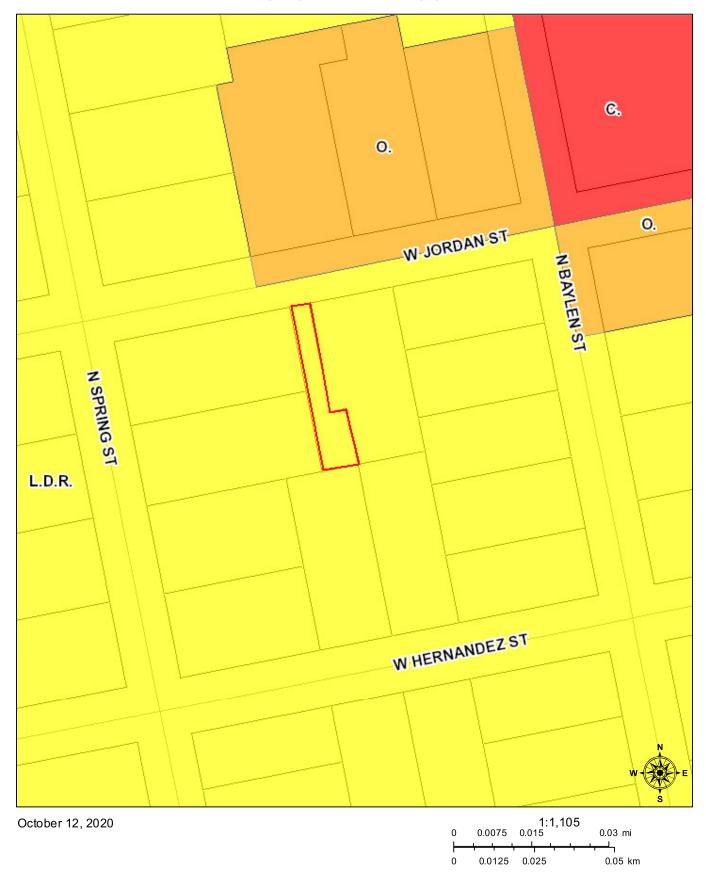


ZONING



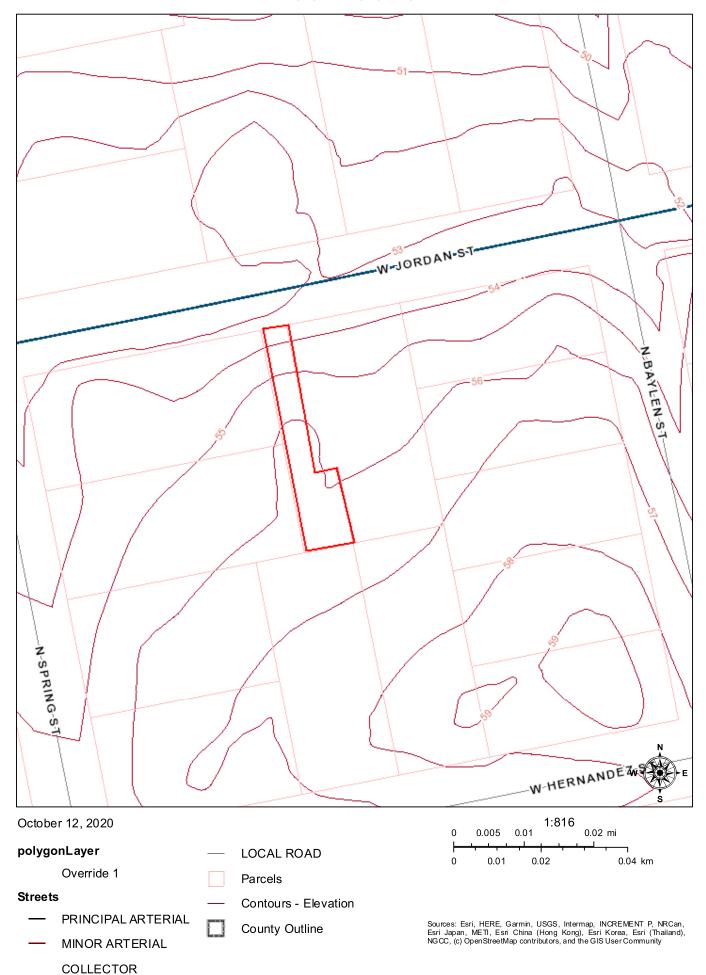
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

FUTURE LAND USE

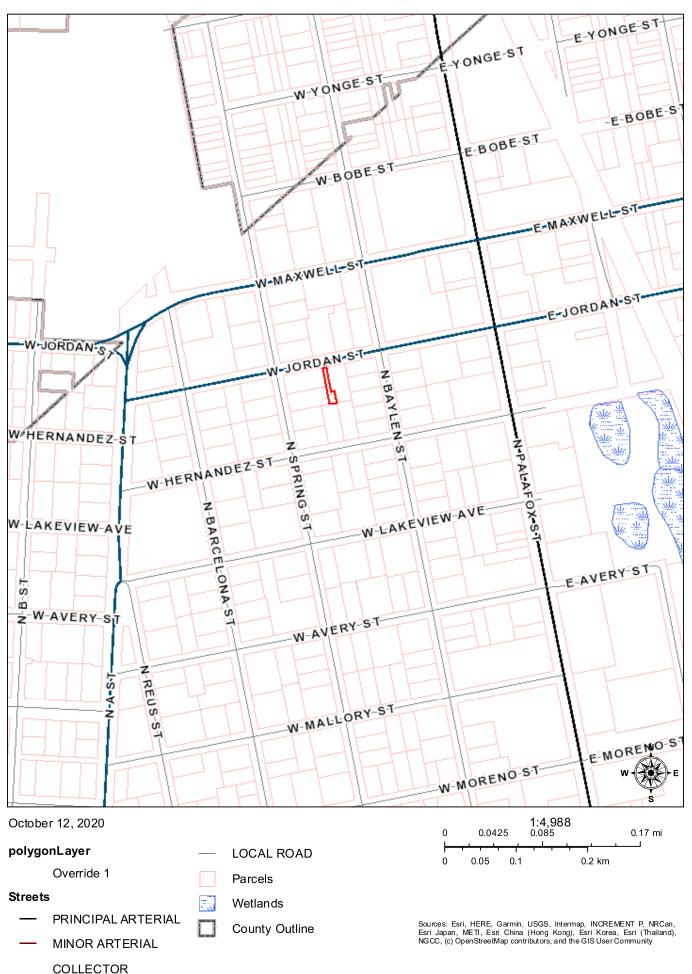


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

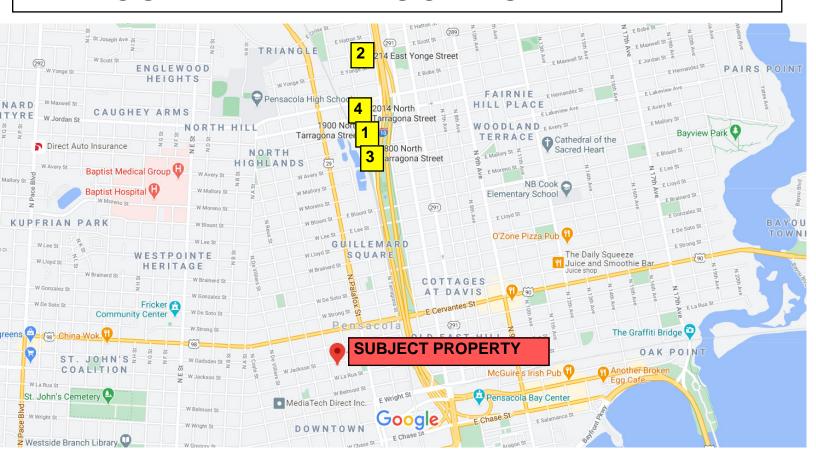
CONTOURS



WETLANDS



COMPARABLE LOCATION MAP



COMP NO. 1





Override 1

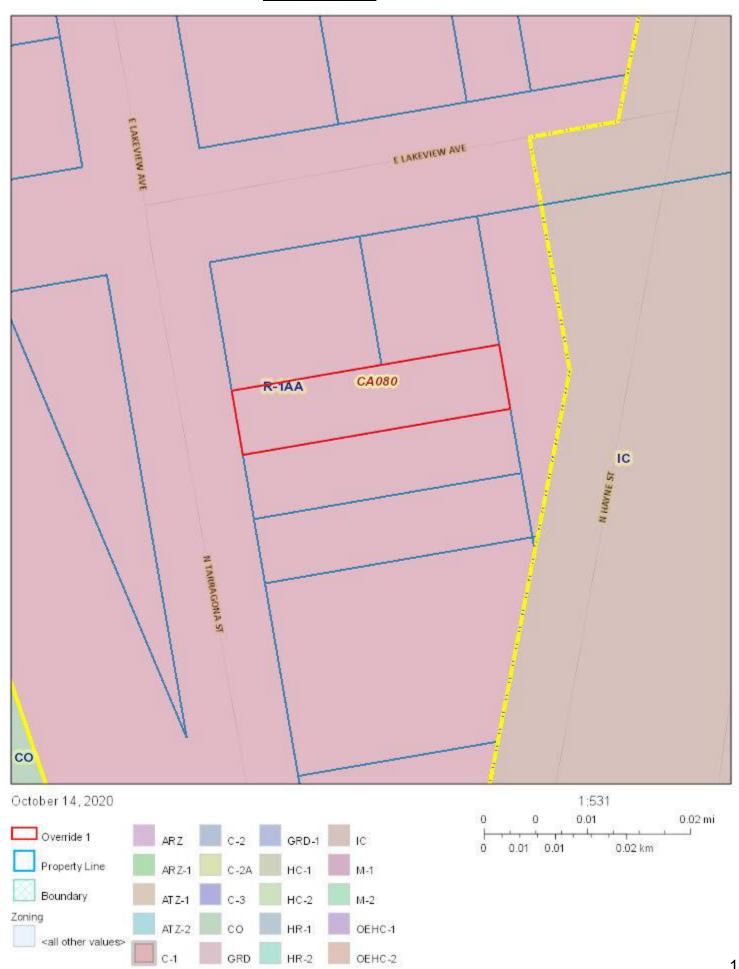
Property Line

1:376

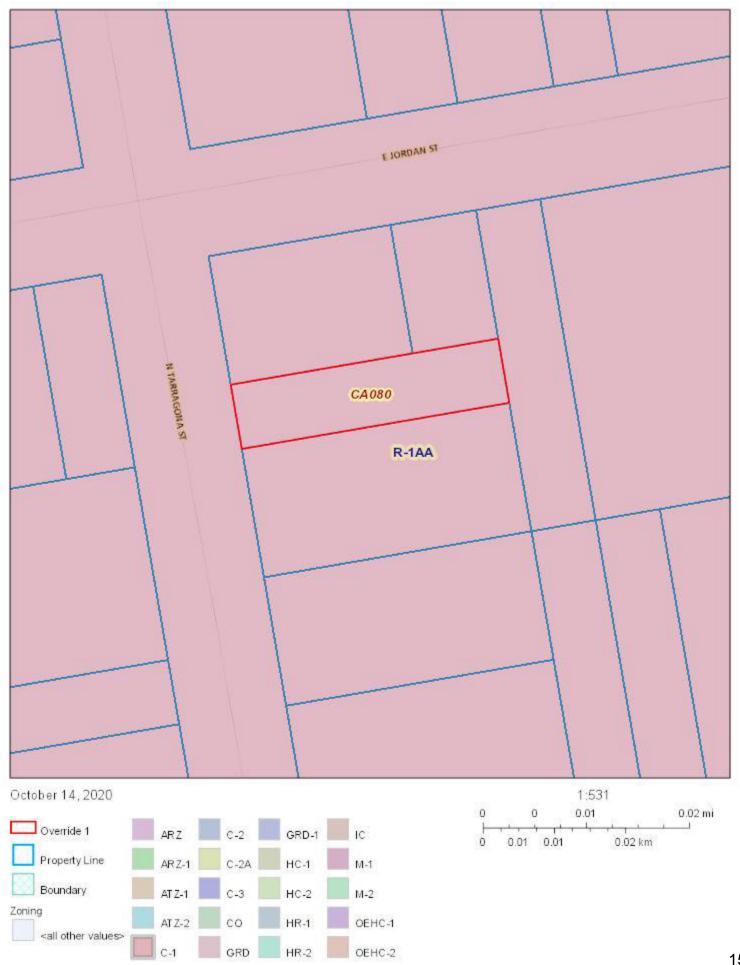
0 0 0.01 0.01 0.02 km













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

Mold, A Growing Concern

Construction Details – from Concept to Completion

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, Truist Local Advisory Board of Directors (formerly Branch Banking and Trust Company)

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
Lacalle Realty Advisors

Barnett Banks, Inc.

BBVA Compass

Lasalle Realty Advisors
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

Chieve Title Generated Special S

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
Dusco Property Management
Regions Bank
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

Synovus Financial

Fairfield Communities, Inc.

Travellers Realty Investment Company
Federal Aviation Administration

Tyndall Federal Credit Union

Federal Deposit Insurance Corporation

First Alabama Bank

Valuation Management Group

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)

First National Bank of Florida

Wachovia Corporation

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

TORIDA

City of Pensacola

Memorandum

File #: 20-00648 City Council 11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

DECLARATION AND DISPOSITION OF REAL PROPERTY - PORTION OF 711 NORTH HAYNE STREET

RECOMMENDATION:

That City Council declare surplus the northern portion of the real property currently addressed as 711 North Hayne Street (Parcel Reference No. 000S00902012140) and authorize the Mayor to dispose of the property through direct negotiations with the Emerald Coast Utilities Authority (ECUA). Further, that City Council authorize the Mayor to take all actions necessary and execute any contracts or related documents to dispose of the property. Finally, that City Council authorize all net proceeds from the sale of the property be placed in the Housing Initiatives Fund.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The subject parcel is approximately 0.5952 acres and is located at the corner of East Cervantes and North Hayne Streets. The property lies directly north of the Pensacola Police Department's main building and directly east of the I-110 overpass. ECUA contacted the City in late July 2020, expressing an interest in purchasing a portion of the parcel, approximately 0.25 acres of the northern portion of the parcel.

ECUA currently owns two parcels within that block that have an elevated water tank on them and a utility/access easement through the City property. Please see the attached map for a general layout, with the area that ECUA is interested in shown in a red cloud. It is the northern section of the parcel adjacent to their elevated water tank or East Tank. ECUA will be conducting maintenance and painting of that tank soon and will need additional space for materials and equipment. The purchase would eliminate construction or other easements that may be necessary for the major work on the tank.

City staff and ECUA met mid-August 2020 to discuss and develop a plan to satisfy both parties' needs if the parcel were declared surplus. During the meeting, it was determined that the City's needs could be met by the issuance of an easement along the eastern section that ECUA is interested in purchasing.

File #: 20-00648 City Council 11/12/2020

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

All net proceeds will be placed in the Housing Initiatives Fund.

CITY ATTORNEY REVIEW: Yes

10/12/2020

STAFF CONTACT:

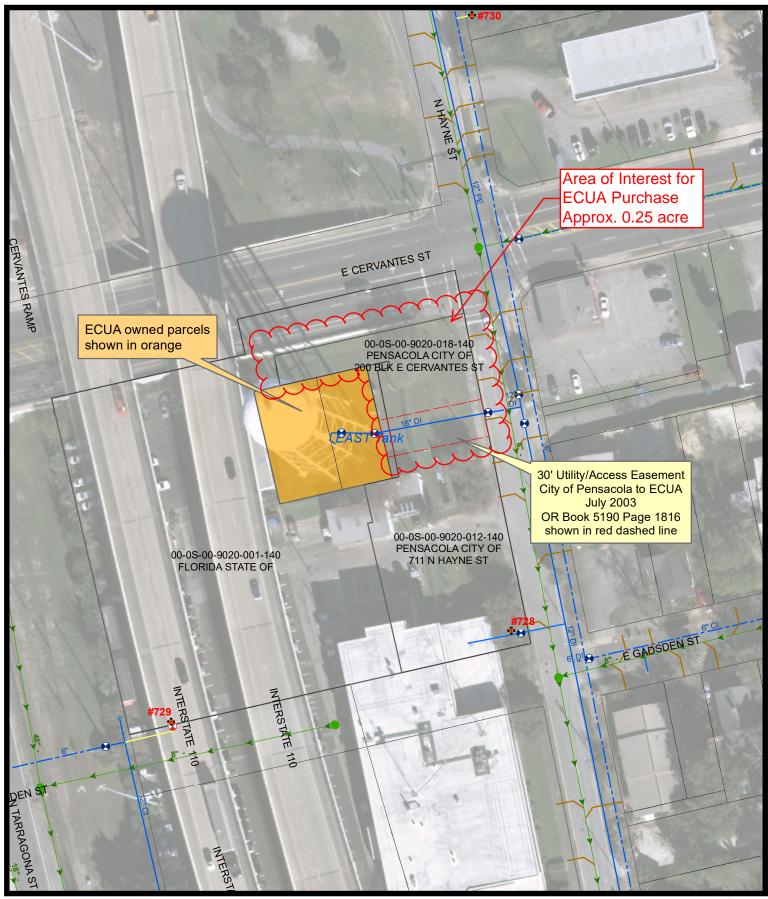
Keith Wilkins, City Administrator Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) East Tank Map Potential Property Purchase
- 2) Aerial and Parcel Info 711 N Hayne St PPD Maint

PRESENTATION: No

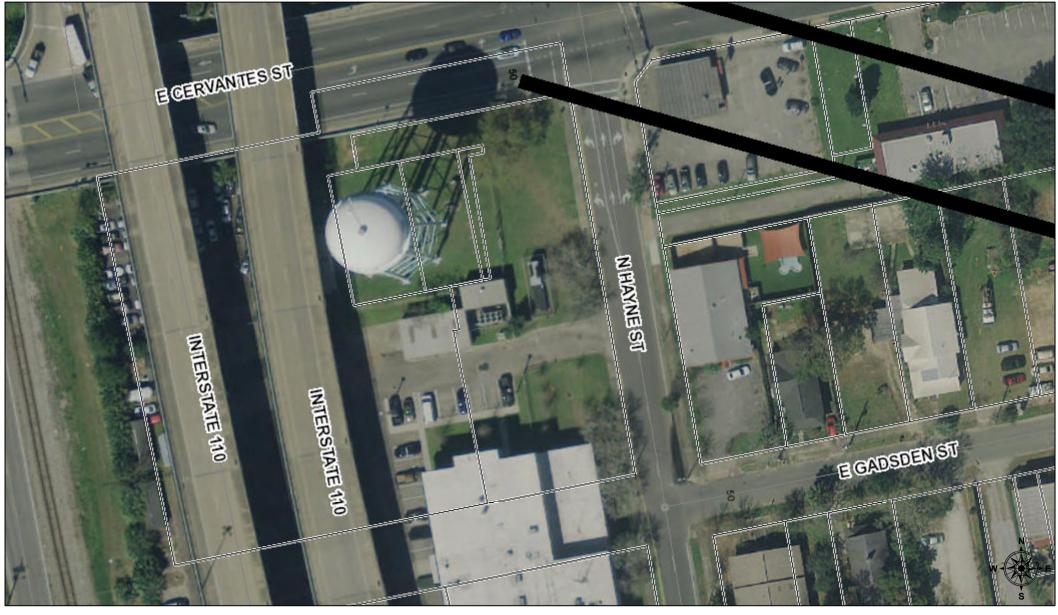
East Elevated Tank



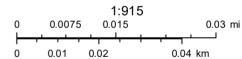


DISCLAIMER: The Emerald Coast Utilities Authority maps/data are informational records of the approximate location of ECUA Water and/or Sewer Facilities. No representation is made as to its accuracy, and ECUA disclaims any and all liability with respect to any information shown; which may or may not include water and sewer facilities not owned by ECUA. ECUA provides this service for information purposes only and it is not to be used for development of construction plans or any type of engineering services based on information depicted herein. These maps/data are not guaranteed accurate or suitable for any use other than that for which they were gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the user.

711 N Hayne St, PPD Maintenance Building Area



October 9, 2020



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



Real Estate Search Tangible Property Search Sale List

Back



Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector

Assessments Year Land Total **Imprv** Cap Val \$171,246 \$1,430,675 \$1,601,921 \$1,601,921 2020 2019 \$171,246 \$1,380,621 \$1,551,867 \$1,551,867 2018 \$171,246 \$1,292,109 \$1,463,355 \$1,463,355

Printer Friendly Version

Disclaimer

Market Value Breakdown Letter

Tax Estimator

File for New Homestead Exemption Online

Report Storm Damage

Sales Data

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

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

2020 Certified Roll Exemptions MUNICIPAL OWNED

Legal Description

BEG AT SE COR SD BLK 140 N 8 DEG 13 MIN 34 SEC W 263 34/100 FT S 80 DEG 41 MIN 54 SEC W 134 53/100 FT S 80 DEG...

Extra Features ASPHALT PAVEMENT FRAME BUILDING MOBILE HOME

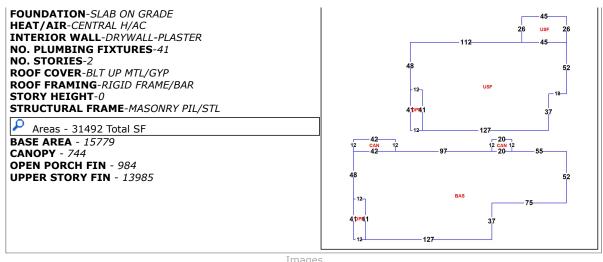
Parcel **Launch Interactive Map** Information NTES ST Section Map Id: CA077 Approx. Acreage: 0.5952 100 Zoned: 🔑 **Evacuation** & Flood Information Open Report E G 106.48 View Florida Department of Environmental Protection(DEP) Data

Buildings

Address: 711 N HAYNE ST, Year Built: 1986, Effective Year: 1986, PA Building ID#: 19983

Structural Elements

DECOR/MILLWORK-AVERAGE **DWELLING UNITS-**0 **EXTERIOR WALL-BRICK-COMMON** FLOOR COVER-CARPET





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:10/09/2020 (tc.3638)

City of Pensacola



Memorandum

File #: 20-00641 City Council 11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PUBLIC HEARING: ZONING MAP AND FUTURE LAND USE MAP AMENDMENT - 4406 N. DAVIS

HIGHWAY

RECOMMENDATION:

That City Council conduct a Public Hearing on November 12, 2020, to consider the request to amend the Zoning Map and Future Land Use Map for property located in the 4406 N. Davis Highway.

HEARING REQUIRED: Public

SUMMARY:

Davis IMP, LLC, is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for property located at 4406 N. Davis Highway. The current zoning of the property is split between the C-1 (Retail Commercial) and R-1AAA (Single Family Residential) Zoning Districts, and the existing FLUM designation is split between C (Commercial) and LDR (Low-Density Residential).

The applicant is requesting to amend the City's Zoning Map to include the property entirely in the C-1, Retail Commercial Zoning District and the FLUM to Commercial. This will be consistent with the adjacent parcels abutting Davis highway, which are zoned C-1 and have a Commercial FLUM designation.

On October 13, 2020, the Planning Board unanimously recommended approval of amending the City's Zoning Map to C-1 and the FLUM to Commercial.

| PRI | OR | ACT | ION: |
|-----|----|-----|------|
| | | | |

None

FUNDING:

N/A

FINANCIAL IMPACT:

File #: 20-00641 City Council 11/12/2020

None

CITY ATTORNEY REVIEW: Yes

10/19/2020

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Planning Board Rezoning Application
- 2) Planning Board Minutes October 13 2020 DRAFT
- 3) Future Land Use Map October 2020
- 4) Zoning Map October 2020
- 5) Proposed Ordinance No. 45-20
- 6) Proposed Ordinance No. 46-20

PRESENTATION: No

<u>REZONING</u>



| \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ |
|---|
| Please check application type: Comprehensive Plan / FLUM Amendment |
| Applicant Information: Name: REBOL-BATTLE 4530C. / JASA REBOL Date: July 10, 2020 Address: 2301 N. 9 Th AVR. PENSACOLA FL 32501 Phone: 850-458-0400 Fax: 850-438-0440 Email: JASONE REBOL-BATTLE.COM Property Information: Owner Name: PAVIS IMP LLC Phone: 939-3535 Location/Address: 440C N. Davis Havy Pansacola FL 32503 Parcel ID: 49-15-30-9101-000-01 Acres/Square Feet: 47 Zoning Classification: Existing R-IAAA Proposed C-I Future Land Use Classification: Existing L.D.Q. Proposed C-I Reason Rezoning Requested: To Construct An Additional To the Existing Bullowy. The Cherry Parker 15 Split Zoning C-1/R-IAAA. |
| Required Attachments: (A) Full legal description of property (from deed or survey) (B) General location map with property to be rezoned indicated thereon The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this |
| FOR OFFICE USE ONLY |
| Council District: Date Received: Case Number: |
| Date Postcards mailed:Planning Board Date:Recommendation: |
| Committee Date: Council Date: Council Action: |
| Second Reading: Ordinance Number: |

Sec. 12-12-3. Amendments

The city council may, from time to time on its own motion, or on petition, or on recommendation of the planning board or the zoning board of adjustment or any department or agency of the city, amend, supplement, or repeal the regulations and provisions of this title and the comprehensive plan.

(A) Authorization and responsibility. Every such proposed amendment or change, whether initiated by the city council or by petition, shall be referred to the planning board who shall study such proposals and make recommendation to the city council.

If a rezoning of a parcel of land is proposed by the owner of the parcel or another interested person, it shall be the responsibility of such owner or other interested person to comply with the provisions of this chapter. If such rezoning of a parcel or parcels of land is proposed by the city, its staff, or the planning board, it shall be the responsibility of the city planner to comply with the provisions of this section.

- (B) Initiation. An amendment may be initiated by:
 - (a) The city.
 - (b) The owners of the area involved in a proposed zoning or future land use amendment.

(C) Application.

- (a) An application for zoning or comprehensive plan future land use amendment must be submitted to the community development department at least thirty (30) days prior to the regularly scheduled meeting of the planning board.
- (b) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
- (c) No application shall be considered complete until all of the following have been submitted:
 - 1. The application shall be submitted on a form provided by the board secretary.
 - 2. Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
 - (a) A legal description of the property proposed to be rezoned or its land use changed;
 - (b) Proof of ownership of the property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
 - (c) Existing zoning and future land use classification;
 - (d) Desired zoning and future land use classification;
 - (e) Reason for the rezoning or comprehensive plan future land use amendment.
 - 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.
- (D) Planning board review and recommendation. The planning board shall review the proposed rezoning or comprehensive plan future land use amendment at the advertised public meeting and make a recommendation to the city council. Such recommendation:
 - 1. Shall be for approval, approval with modification, or denial, including its reasons for any modifications or denial.
 - 2. Shall include consideration of the following criteria:
 - a. Whether, and the extent to which, the proposal would result in incompatible land use considering the type and location of the proposed amendment and the surrounding land use.
 - b. Whether, and the extent to which, the proposed amendment would affect the carrying capacity of public facilities and services.
 - c. Whether the proposed amendment would be in conflict with the public interest and welfare.
 - d. Whether, and the extent to which, the proposed amendment would adversely affect the property values in the area.
 - e. Whether, and the extent to which, the proposed amendment would result in significant adverse impact on the natural environment.
 - f. The relationship of the proposed amendment to proposed public and private projects (i.e., street improvements, redevelopment projects, etc.).
- (E) City council review and action.
 - (a) Public hearing. The city council shall hold up to two public hearings, depending on the type of amendment, after 5:00 p.m. on a weekday to review the proposed zoning amendment. Public notice shall be provided, through applicable procedures as outlined in subsection (F) below.

(b) Action. The city council shall review the proposed zoning amendment, and the recommendation of the planning board and the recommendation of the Department of Community Affairs, if applicable, and either approve, approve with modification or deny the proposed amendment at the city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing. For comprehensive plan amendments, the adopted ordinance will not become effective until the Department of Community Affairs has completed its 45-day compliance review.

(F) Procedures.

(1) Zoning amendments

- (a) Rezoning requests must be submitted to the community development department at least thirty (30) days prior to the planning board meeting.
- (b) The community development department shall publish a notice in the newspaper announcing the planning board meeting at least seven (7) days prior to the planning board meeting.
- (c) The community development department shall place a sign on the property to be rezoned at least seven (7) days prior to the planning board meeting.
- (d) Notice shall be published by public notice advertised in a newspaper of general daily circulation published in Escambia County at least seven (7) days prior to the scheduled board meeting at the expense of the applicant.
- (e) The planning department shall notify property owners within a five hundred (500) radius, as identified by the current Escambia County tax roll maps, of the property proposed for rezoning with a public notice by post card, at least seven (7) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.
- (f) The planning board shall review the proposed rezoning request and make a recommendation to the city council.
- (g) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.
- (h) The community development department shall notify property owners within a five hundred (500) foot radius of the property proposed to be rezoned with a public notice (letter and a map) mailed certified with return receipt at least thirty (30) days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.
- (i) The community development department shall place a sign on the property to be rezoned announcing date, time and location of the city council public hearing at least fifteen (15) days prior to the hearing.
- (j) A legal notice of the city council public hearing shall be published in the newspaper at least ten (10) days prior to the hearing.
- (k) The city council shall review the proposed amendment and take action as described in subsection (E) above.
- (1) In addition to subsections (a) through (f) the city strongly encourages that the applicant hold an informational meeting with any applicable neighborhood groups and/or property owners associations prior to proceeding with an application involving a zoning and/or comprehensive plan amendment.
- (m) For proposals initiated by the city to rezone ten or more contiguous acres, subsections (a) through (f) shall be applicable in addition to the following. The city shall hold two advertised public hearings on the proposed ordinance as follows:
 - 1. Public notice of actual zoning changes, including zoning district boundary changes; consolidation or division of existing zones involving substantive changes; and the addition of new zoning districts shall be mailed by first class mail at least thirty (30) days prior to the first city council public hearing to consider the change, to every owner of real property, as identified by the current tax roll, within five hundred (500) feet of the boundaries of the subject parcel(s) to be changed.
 - 2. The community development department shall place a sign on the property to be rezoned announcing date, time and location of the first city council public hearing at least fifteen (15) days prior to the hearing.
 - 3. The first public hearing shall be held at least 7 days after the day that the first advertisement is published. The second hearing shall be held at least 10 days after the first hearing and shall be advertised at least 5 days prior to the public hearing. At least one hearing shall be held after 5 p.m. on a weekday.
 - 4. The required advertisements shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

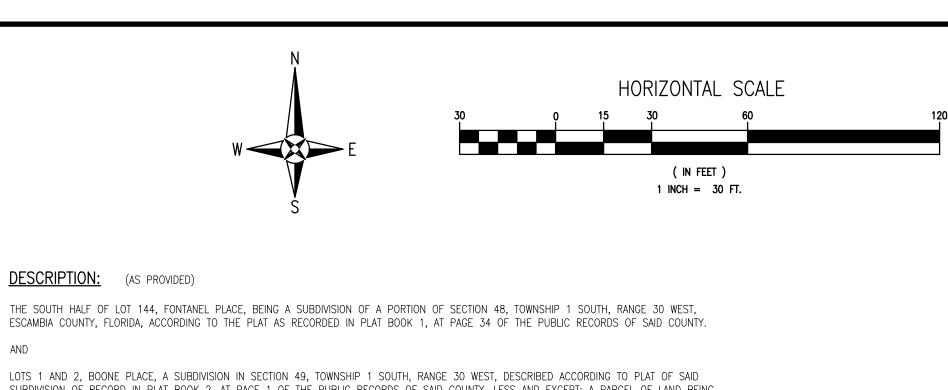
The city council shall review the proposed zoning amendment, and the recommendation of the planning board and either approve, approve with modification or deny the proposed amendment at the first city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing.

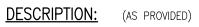
(2) Small scale development comprehensive plan future land use map amendments. Future land use map amendments which comply with the small scale development criteria in section 163.3187, Florida Statutes, may be considered by the planning board and the city council at any time during the calendar year until the annual maximum acreage threshold is met. The petitioner shall be required to complete the steps

listed above in subsection 12-12-3(F)(1)(a) through (l).

- (3) Comprehensive plan future land use map amendments for other than small scale development activities. Comprehensive plan future land use map amendments for other than small scale development activities shall be considered twice a year by the planning board and the city council.
 - (a) Comprehensive plan future land use map amendment requests must be submitted to the planning department at least thirty (30) days prior to the planning board public hearing.
 - (b) The community development department shall publish a display advertisement in a standard size or a tabloid size newspaper with type no smaller than eighteen (18) point in the headline announcing the planning board and city council public hearings at least seven (7) days prior to the planning board hearing. The advertisement shall be no less than two (2) columns wide by ten (10) inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.
 - (c) The community development department shall place a sign on the property to be rezoned at least seven (7) days prior to the planning board hearing.
 - (d) The planning board shall review the proposed future land use map amendment at the advertised public hearing and make a recommendation to the city council.
 - (e) The appropriate city council committee shall review the planning board recommendation and report to city council with recommendation for transmittal to the Florida Department of Community Affairs for review and action.
 - (f) The city council shall review the comprehensive plan future land use map amendment at the advertised public hearing and either approve the request for transmittal to the Department of Community Affairs or disapprove the request for transmittal and further consideration.
 - (g) The community development department shall transmit the future land use map amendment request to the Department of Community Affairs, the appropriate regional planning council and water management district, the Department of Environmental Protection and the Department of Transportation. The city shall also transmit a copy of the plan amendment to any other unit of local government or government agency in the state that has filed a written request with the city for the plan amendment.
 - (h) After a sixty-day review period, the Department of Community Affairs shall transmit in writing its comments to the city, along with any objections and any recommendations for modifications.
 - The appropriate city council committee shall review the Department of Community Affairs comments and forward to city council for review and action.
 - (i) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.
 - (k) The community development department shall notify property owners within a five hundred (500) foot radius of the property where the land use is to be changed with a public notice (letter and a map) mailed certified with return receipt at least thirty (30) days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.
 - (I) The community development department shall place a sign on the property where the land use is to be changed announcing date, time and location of the city council public hearing at least fifteen (15) days prior to the hearing.
 - (m) The community development department shall publish a display advertisement in a standard size or a tabloid size newspaper, with type no smaller than eighteen (18) point in the headline. The advertisement shall be no less than two (2) columns wide by ten (10) inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be published at least five (5) days prior to the final city council public hearing.
 - (n) Subsections (k) above shall not be applicable to proposals initiated by the city to change the future land use of ten (10) or more contiguous acres. In such cases, the procedure shall be as follows: Public notice of comprehensive plan future land use map, including future land use district boundary changes; consolidation or division of existing future land use districts involving substantive changes; and the addition of new future land use districts shall be mailed by first class mail at least thirty (30) days prior to the city council public hearing to consider the change to every owner of real property, as identified by the current tax roll, within five hundred (500) feet of the boundaries of the subject parcel to be changed.
- (o) The city council shall review the proposed amendment and take action as described in subsection (E) above.







THE SOUTH HALF OF LOT 144, FONTANEL PLACE, BEING A SUBDIVISION OF A PORTION OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST,

LOTS 1 AND 2, BOONE PLACE, A SUBDIVISION IN SECTION 49, TOWNSHIP 1 SOUTH, RANGE 30 WEST, DESCRIBED ACCORDING TO PLAT OF SAID SUBDIVISION OF RECORD IN PLAT BOOK 2, AT PAGE 1 OF THE PUBLIC RECORDS OF SAID COUNTY. LESS AND EXCEPT: A PARCEL OF LAND BEING TRIANGULAR IN SHAPE IN THE SOUTHWEST CORNER OF LOT 1, BOONE PLACE SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MAXINE AVENUE AND THE EAST RIGHT OF WAY LINE OF STATE ROAD 291 (DAVIS HIGHWAY); THENCE RUN NORTHEASTERLY 25 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SAID MAXINE AVENUE; THENCE RUN NORTHWESTERLY ALONG A STRAIGHT LINE TO THE EAST RIGHT OF WAY LINE OF SAID STATE ROAD 291 (DAVIS HIGHWAY), AT A POINT 25 FEET NORTH 4 DEGREES 47 MINUTES 30 SECONDS WEST OF THE POINT OF BEGINNING; THENCE SOUTH 4 DEGREES 47'30" EAST 25 FEET TO THE POINT OF BEGINNING.

LOT 3 OF BOONE PLACE LESS AND EXCEPT; THE EAST 75 FEET OF SAID LOT 3, THE SAID BOONE PLACE BEING A SUBDIVISION OF A PORTION OF SECTION 49, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 2, AT PAGE 1, IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA; THE SAID PORTION OF LOT 3 BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 3 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, RUN NORTH ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 179.96 FEET TO THE NORTHERLY LINE OF SAID LOT 3; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3 A DISTANCE OF 11.85 FEET TO THE POINT; THENCE RUN SOUTHEASTERLY ON A LINE PARALLEL TO THE EASTERLY LINE OF SAID LOT 3 AND 75 FEET WESTERLY OF SAID EASTERLY LINE OF SAID LOT 3 FOR A DISTANCE OF 154.5 FEET TO THE SOUTHERLY LINE OF SAID LOT 3, THENCE RUN WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 3 BEING THE NORTHERLY LINE OF 44TH STREET (CHADWICK STREET) FOR A DISTANCE OF 104.12 FEET TO THE POINT OF BEGINNING.

THE EAST 75 FEET OF LOT 3, BOONE PLACE, ACCORDING TO THE MAP OF PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 1, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

GENERAL NOTES:

- 1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE PLAT BEARING OF SOUTH 51°00'00" WEST ALONG THE SOUTHERLY LINE OF LOTS 1 AND 3 AS PER RECORDED PLAT OF BOONE PLACE, PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY; COPY OF SAID RECORDED PLAT OF BOONE PLACE, COPY OF RECORDED PLAT OF FONTANEL PLACE; PLAT BOOK 1 PAGE 34 OF SAID PUBLIC RECORDS; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
- 2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
- 3. VISIBLE UTILITIES WITHIN THE SURVEY LIMITS ARE AS SHOWN HERON.
- 4. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
- 5. VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
- 6. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0380G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
- 7. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
- 8. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM 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 BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- 9. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
- 10. THIS SURVEY IS CERTIFIED TO:
 - FOUNTAIN, SCHULTZ & BRIDGEFORD, P.L.L.C. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
 - DAVIS IMP, L.L.C.
 - CENTENNIAL BANK

LEGEND:

SET 1/2" DIA RED CAPPED IRON ROD (No. 7916) FOUND 1/2" DIA IRON ROD (UNNUMBERED)

FOUND 1" DIA IRON PIPE (UNNUMBERED) FOUND 1/2" DIA CAPPED IRON ROD (ILLEGIBLE)

DENOTES WOOD UTILITY POLE

DENOTES METAL UTILITY POLE

DENOTES SINGLE SUPPORT SIGN DENOTES CHAIN LINK FENCE

DENOTES WOOD PANEL FENCE

DENOTES FIBER OPTIC CABLE MARKER

DENOTES FIRE HYDRANT DENOTES BACK FLOW PREVENTER

DENOTES IRRIGATION VALVE

DENOTES FIRE DEPARTMENT CONNECTION DENOTES GAS METER

DENOTES GUY WIRE ANCHOR

DENOTES WATER METER DENOTES SEWER CLEANOUT

DENOTES ELECTRIC VAULT DENOTES OVERHEAD ELECTRIC

DENOTES LOT NUMBER

DENOTES AIR CONDITIONING

DENOTES BACK OF CURB DENOTES CALCULATED PER FIELD DATA

DENOTES DEED INFORMATION

EOP DENOTES EDGE OF PAVEMENT

DENOTES FIELD INFORMATION

DENOTES PLAT INFORMATION

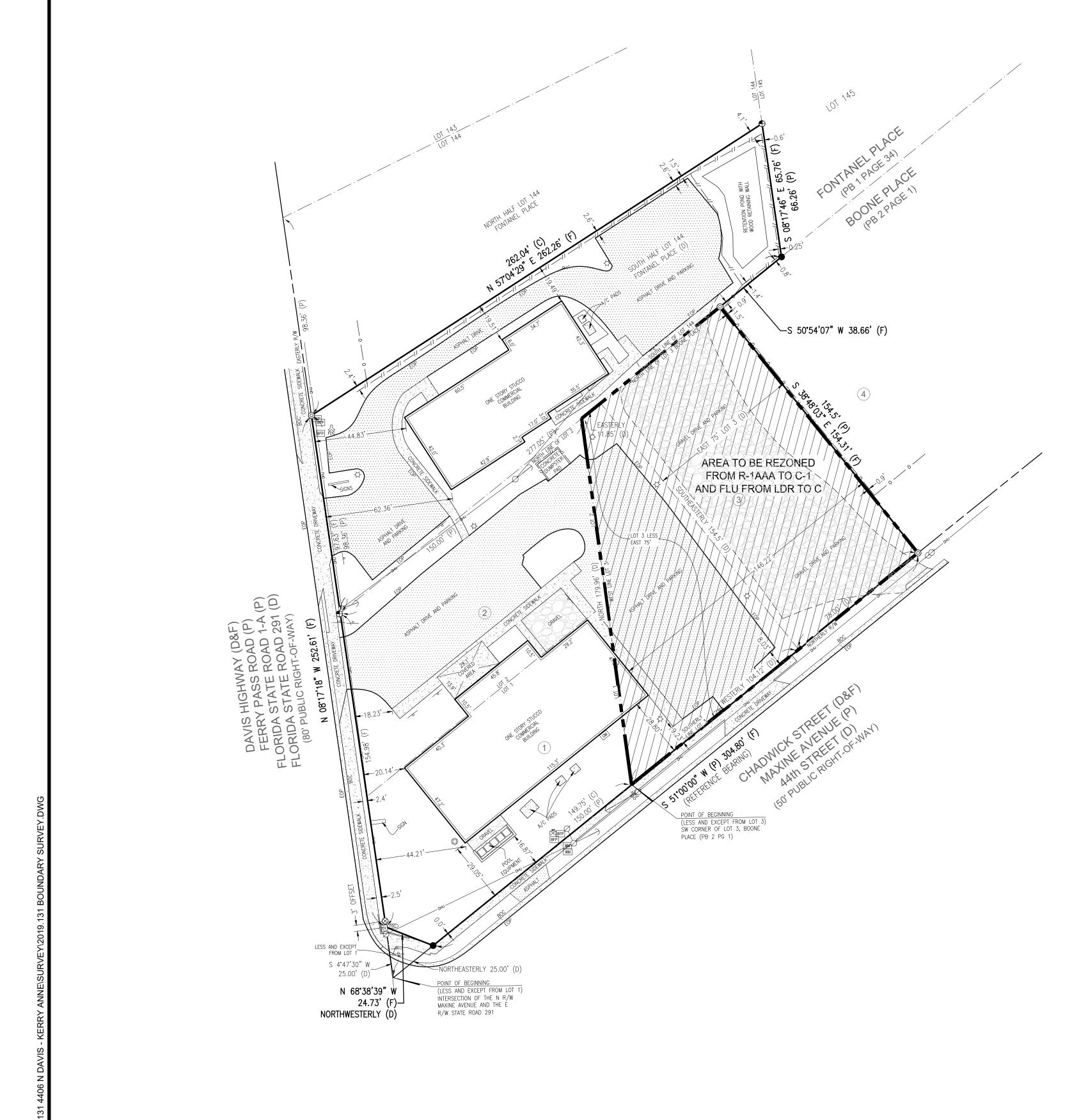
DENOTES PLAT BOOK

DENOTES PAGE R/W DENOTES RIGHT OF WAY

SURVEYOR'S CERTIFICATE:

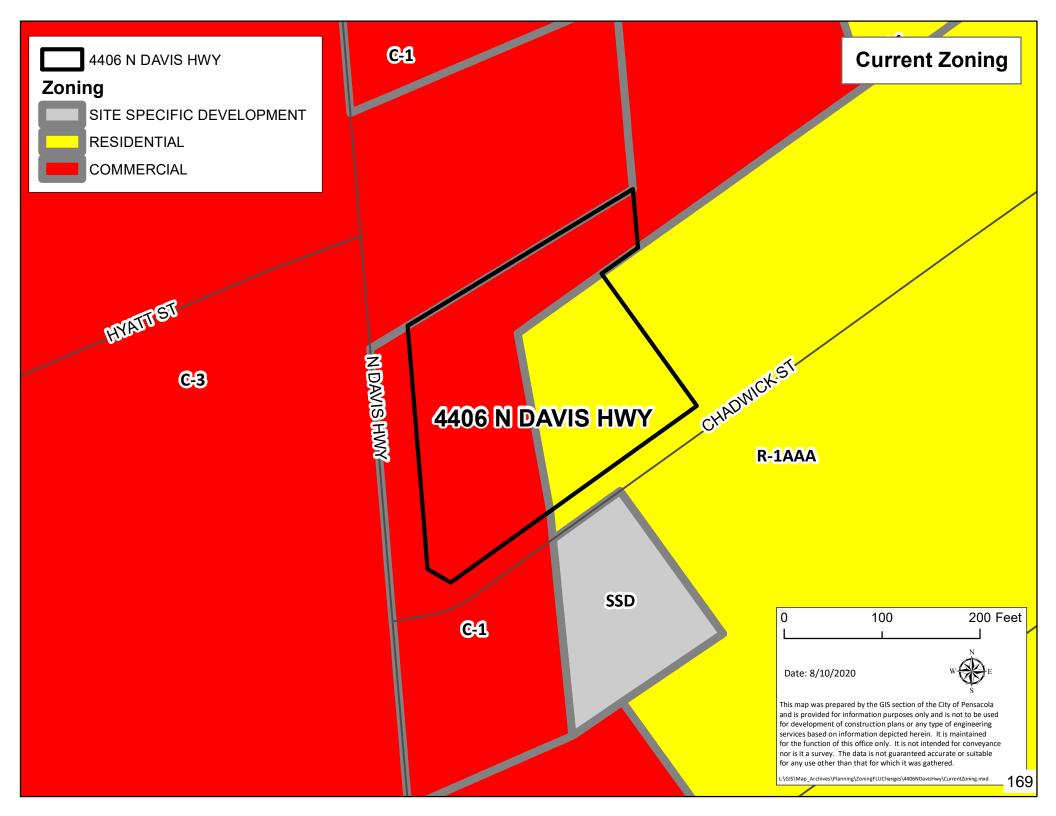
I HEREBY CERTIFY THAT THE SURVEY SHOWN HERON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

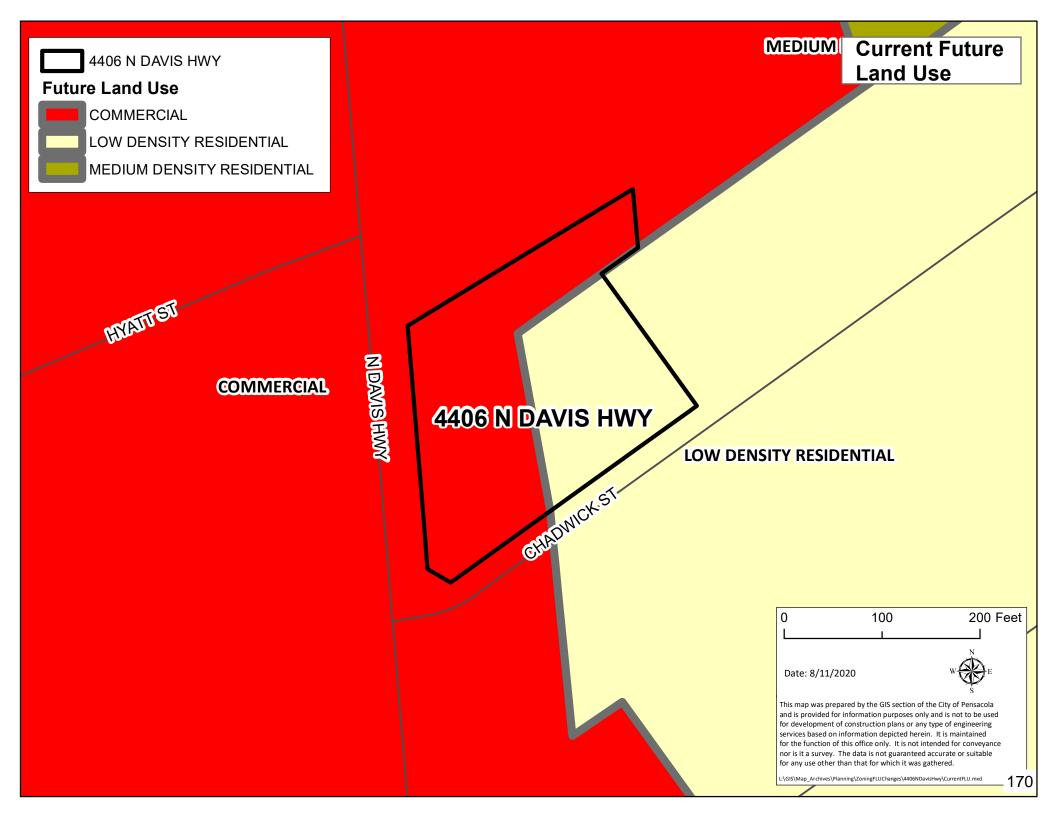
BY: MARK A. NORRIS FLORIDA REGISTRATION No. 6211 DATE

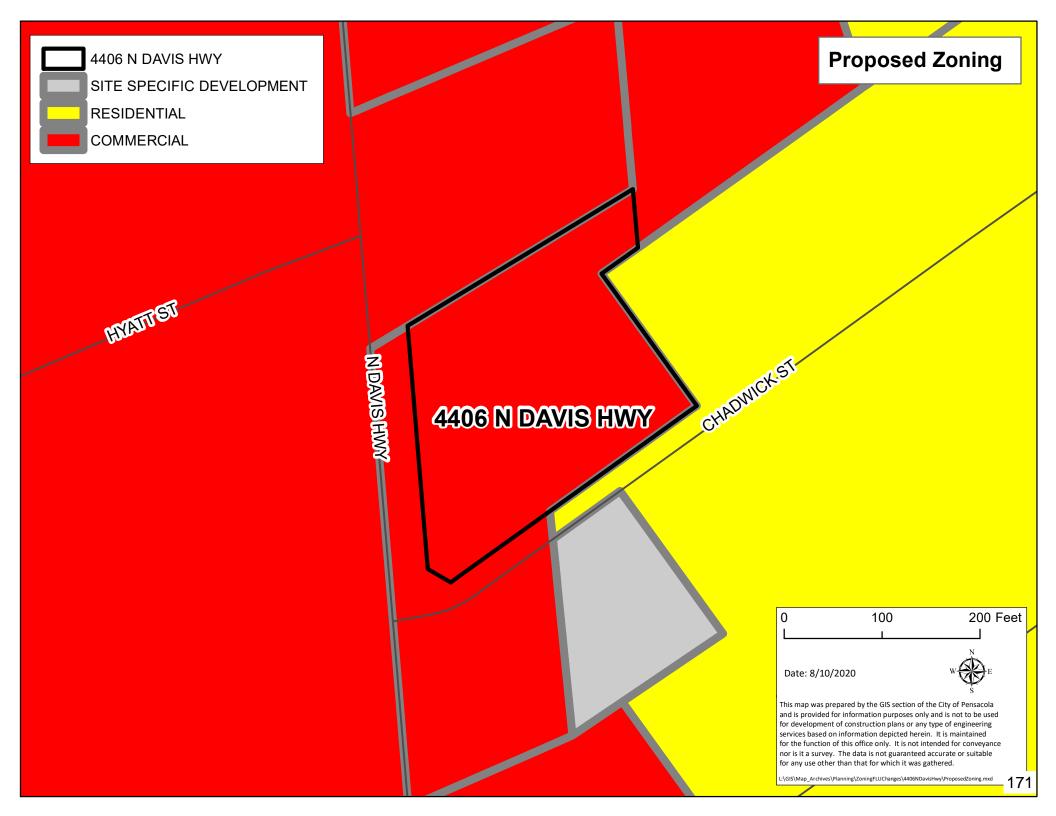


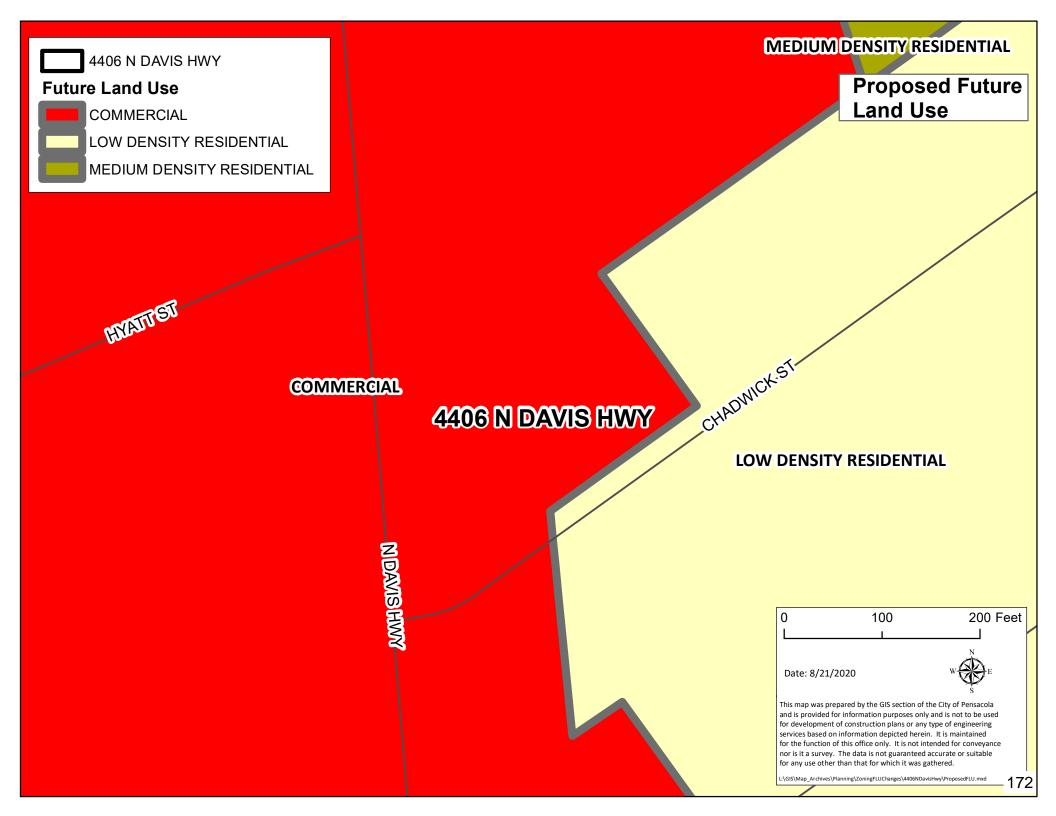
SURVE OUND, \mathbf{m}

1 of 1









Review Routing Meeting: September 15, 2020

Project: 4406 N Davis Hwy

Department: Comments:

FIRE No comments.

PW/E No comments.

InspSvcs No comments.

ESP No comments.

ECUA No comments.

GPW No comments.

ATT No comments.

Cynthia Cannon

From: Diane Moore

Sent: Tuesday, August 11, 2020 10:57 AM

To: Cynthia Cannon

Subject: RE: Rezoning Application - 4406 N Davis Hwy

Pensacola Energy has no comments on this rezoning request.

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

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For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com

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From: Cynthia Cannon < CCannon@cityofpensacola.com>

Sent: Tuesday, August 11, 2020 10:08 AM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie

Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball

| Skimball@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>; Mark Jackson
- <MaJackson@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: Rezoning Application - 4406 N Davis Hwy

Good Morning All,

Please see the attached request before the Planning Board for a rezoning at 4406 N Davis Hwy. Please provide comments *by close of business on Friday. August 21, 2020*.

Cynthia Cannon

From: Andre Calaminus <andre.calaminus@ecua.fl.gov>

Sent: Tuesday, August 11, 2020 3:03 PM

To: Cynthia Cannon

Subject: [EXTERNAL] RE: Rezoning Application - 4406 N Davis Hwy

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Cynthia,

The rezoning request does not impact any ECUA utility connections or operations, therefore, ECUA has no comment.

Thanks,

Andre Calaminus | Right of Way Agent | Emerald Coast Utilities Authority |

P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: www.ecua.fl.gov |

Phone: (850) 969-5822 | Fax: (850) 969-6511 |

From: Cynthia Cannon < CCannon@cityofpensacola.com>

Sent: Tuesday, August 11, 2020 10:08 AM

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
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- <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>; Mark Jackson
- <MaJackson@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: Rezoning Application - 4406 N Davis Hwy

**WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders **

Good Morning All,

Please see the attached request before the Planning Board for a rezoning at 4406 N Davis Hwy. Please provide comments *by close of business on Friday. August 21, 2020*.

Thank you!

Cynthia Cannon, AICP

Assistant Planning Director
Visit us at http://cityofpensacola.com
222 W Main St.
Pensacola, FL 32502

Cynthia Cannon

From: Annie Bloxson

Sent: Wednesday, August 12, 2020 3:27 PM

To: Cynthia Cannon

Subject: RE: Rezoning Application - 4406 N Davis Hwy

Good Evening,

I do not oppose the request to rezone 4406 N. Davis Hwy.

Respectfully,

Annie Bloxson

Fire Marshal
Visit us at PensacolaFire.com
475 E. Strong St.

Pensacola, FL 32501 Office: 850.436.5200

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>

Sent: Tuesday, August 11, 2020 10:08 AM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie

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- <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
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- <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota
- <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T)



MINUTES OF THE PLANNING BOARD October 13, 2020

MEMBERS PRESENT: Chairperson Paul Ritz, Board Member Grundhoefer, Board

Member Murphy, Board Member Sampson

MEMBERS VIRTUAL: Board Member Powell

MEMBERS ABSENT: Board Member Larson, Board Member Wiggins

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation

Planner Harding, Assistant City Attorney Lindsay (virtual), Planning Director Morris (virtual), Building Official Bilby (virtual), Sustainability Coordinator Jackson, Network

Engineer Johnston

OTHERS VIRTUAL: Councilperson Myers, Robert Rushing, Tom Paux, Leah

Welborn, Ken Williams, Bryan Russell, Colleen Becton, Scott

Sallis

OTHERS PRESENT: Philip Partington, Brian Spencer, Jason Rebol, Kerry Anne

Schultz

AGENDA:

Quorum/Call to Order

Approval of Meeting Minutes from August 11, 2020.

• New Business:

Carver Darden Sign Variance Admirals Row Aesthetic Review – S. Palafox Waffle House 401 E. Gregory

Aragon Mail Covering

4406 N Davis Hwy Rezoning

Lanier Place Subdivision Plat

Council Myers Tree Ordinance Amendment

Engineering Proposed Tree Ordinance

- Open Forum
- Discussion on the Proposed Amendment to the Tree Ordinance
- Adjournment

222 West Main Street Pensacola, Florida 32502

City of Pensacola Planning Board Minutes for October 13, 2020 Page 2

www.cityofpensacola.com

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:02 pm with a quorum present and explained the procedures of the Board meeting.

Approval of Meeting Minutes

1. Board Member Powell made a motion to approve the August 11, 2020 minutes, seconded by Board Member Sampson, and it carried unanimously.

New Business

2. Carver Darden Sign Variance – Chairperson Ritz advised this item was a quasi-judicial matter. Assistant Planning Director Cannon stated Carver Darden submitted a Variance application to the maximum signage allowance requirements for the building located at 151 W. Main Street, which is in the Waterfront Redevelopment District (WRD). Per Section 12-4-4, Signs and Section 12-2-12 (C) (4) (a), Redevelopment Land Use District, of the Land Development Code, the following regulations apply in the WRD:

"Size: Ten (10) percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed fifty (50) square feet. Buildings exceeding five (5) stories in height: one attached wall sign or combination of wall signs not to exceed two hundred (200) square feet and mounted on the fifth floor or above."

This request has been routed through the various City departments and utility providers. Chairperson Ritz read the seven (7) variance criteria noting special conditions of street frontage.

He emphasized that the burden of proof would lie with the applicant.

Mr. Rushing presented to the Board and stated only one side of the building was visible from Main Street. He emphasized the importance of signage for a law firm. He also stated they would not return to ask for additional signage if the variance request was approved. He indicated their firm occupied the entire second floor and had no signage facing the northwest corner. Chairperson Ritz referred to the variance criteria for reference. In considering No. 2 of the variance criteria for special conditions, it was determined that the applicant was not a tenant when the signage was originally allocated to other businesses. Staff referenced the WRD maximum allowed signage of 50 sq. ft. per elevation. Mr. Paux stated the tenants on the first floor used 39 sq. ft. and Chairperson Ritz explained 11 sq. ft. were unclaimed; the sign being requested was 50 sq. ft., which would be 39 sq. ft. beyond the maximum allowed. Board Member Murphy was concerned this might be considered a special privilege (No. 3) and could set an unwanted precedent for future developments in WRD. The other tenants signage located on the first floor of 151 Main Street averaged 13 sq. ft per sign. It was pointed out the applicant's firm occupied the entire second floor which was the reason for the larger sign request. Chairperson Ritz explained that the actual question was whether 50 sq. ft. was the minimum request that would make it possible for the reasonable use of this land. He felt the answer was "no" since 50 sq. ft. was the maximum allowed per elevation in the WRD. Board Member Grundhoefer agreed. On No. 6 and 7 of the variance criteria, the Board members agreed the request would not be injurious or impair the public health, etc. They also agreed in Section 12-13-3 (E)(1)(a) the variance would not detract from the architectural integrity, and (b) the only injurious aspect might be the comparison to other tenants in the same building. Staff exhibited the boundaries of the WRD. Board Member Grundhoefer

City of Pensacola Planning Board Minutes for October 13, 2020 Page 3

offered this was dealing with a tenant who occupied an entire floor. Board Member Grundhoefer suggested the applicant could go to the landlord on the premise they occupy 50 percent of the building and should have 50 percent of the signage. Board Member Powell referred to No. 1 in the variance criteria indicating this situation might be considered "peculiar to the land" since this building was not considered in the master plan. Chairperson Ritz agreed that this did present a unique condition with the property, street frontage, etc., and it was not the applicant's fault (No. 2) that the building owner might have allowed the other signs to be put in place, however, all the other variance items needed to be met. Mr. Rushing referenced Ascension having three spaces with signs extending over all the spaces. He also emphasized that they did not cause the issue (No. 2). In No. 3, he explained a variance itself was asking for something special, and they were not asking for anything out of line. Considering No. 4, being on the second floor was a problem for their clients since they were always asking for their location. He offered that when looking up at the second floor, 66 sq. ft. (No. 5) would have offered better visibility; however, they minimized their request to 50 sq. ft. He also noted that none of the solicited departments indicated anything that would impair the public welfare (No. 6). He felt they had met the criteria and requested the Board consider what they put forward and grant the variance. Board Member Powell made a motion to approve the variance, seconded by Chairperson Ritz, and it failed 2 to 3 with Board Members Murphy, Grundhoefer and Sampson dissenting. The dissenting Board members stated criteria No. 3 had not been met. Board Member Grundhoefer explained it was unfortunate that the landlord gave all the square footage to the small tenants and not to the major tenant. He advised he would support 25 sq. ft. (14 sq. ft. beyond the maximum allowed) on the second floor which would grant 14 additional sq. ft. for the tenants on the ground floor. Assistant City Attorney Lindsay explained that might not be something the applicant was willing to do based on their presentation. Chairperson Ritz explained the first floor tenants would get 14 additional sq. ft. and the applicant would get 25 sq. ft. He asked if this counter proposal

questioned if the Board wanted to set a precedent with this building since there would be future buildings in the Maritime Park area asking for signage. Board Member Powell

Board Member Grundhoefer made a motion to approve a 25 sq. ft. sign for Carver Darden plus 39 sq. ft. for the remaining tenants maintaining their current square footage, seconded by Chairperson Ritz, and it failed 2 to 3 with Board Members Murphy, Sampson and Powell dissenting. Chairperson Ritz informed the client that the appeal process was the next step.

were approved would the applicant still be able to address Council for the original request, and Counsel stated they still had their appeal rights, but the Board could make that motion

3. Admirals Row Aesthetic Review - S. Palafox

and perhaps that would be the solution people would reach.

Admirals Row, LLC, is requesting an aesthetic review for minor revisions to their previously submitted plans for a new multi-family development, "Admiral's Row", located in the SPBD, South Palafox Business District. New developments in the SPBD are subject to Sections 12-2-81 (C), approval procedure, and 12-2-82 (D), design standards and guidelines, aesthetic review provisions, as well as the additional provisions in Section 12-2-13 (E).

Chairman Ritz indicated he shared an office space with the applicant's architectural firm but was not an employee of that firm. Mr. Partington presented to the Board and stated they were not increasing the number of units, and the parking spaces remained the

City of Pensacola Planning Board Minutes for October 13, 2020 Page 4

same. They were moving the domestic water service to the south end of the drive. He explained the prior submission was four habitable floors over parking with a parapet roofline. They were now adding an additional floor, with the fourth and fifth floors changing from the lower floors with three units apiece; they propose one unit on the fourth floor and two units on the fifth floor on Building B. Building C on the street has been eliminated and is now part of the covered parking. Building A has seven units. He stated they were within their height limit and required no variances. Chairman Ritz still considered the building bringing life to an abandoned property and had no issues or concerns.

Board Member Powell made a motion to approve, seconded by Board Member Sampson, and with no speakers, it carried unanimously.

4. Waffle House 401 E. Gregory

Ken Williams, Vice President, Waffle House, Inc. is requesting aesthetic review for a remodel of the Waffle House located at 401 E. Gregory Street, which is located in the Gateway Redevelopment District (GRD). All existing exterior walls and roof will remain. No changes are being proposed to the parking lot; however, it will be repaved. Mr. Williams presented to the Board and stated they had reduced the number of parking spaces and added landscaping; the building itself would look the same but newer. The interior would be entirely remodeled, and it was determined the number of parking spaces met the Code requirement.

Board Member Grundhoefer made a motion to approve as submitted, seconded by Board Member Murphy, and it carried unanimously.

5. Aragon Mail Covering

Scott Sallis, Dalrymple Sallis Architecture, is requesting approval for a new one-story mailbox covering/pavilion behind the existing Aragon Community Garden shed. Building materials include painted composite siding and trim work and painted wood structure with metal roofing to match the existing shed roofing.

Chairperson Ritz and Board Member Murphy had no concerns with the request. Mr. Sallis presented to the Board and stated they had not received the written approval from the Aragon ARB.

Board Member Powell made a motion to approve, seconded by Board Member Murphy, and it carried unanimously.

6. 4406 N Davis Hwy Rezoning

Davis IMP, LLC are requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 4406 N. Davis Highway and identified by parcel number 49-1S-30-9101-000-001. The property is currently zoned R-1AAA, Residential Zoning District and the existing Future Land Use (FLU) designation is LDR, Low Density Residential. The applicant is proposing to amend the zoning district to C-1, Commercial Zoning District and the FLU to Commercial for a medical office.

Chairperson Ritz stated this location was a commercial corridor of Davis Highway, and this area was getting a more medical flavor.

Mr. Rebol addressed the Board and stated part of the building was located in the residential zone, and in order to construct the expansion of the facility, the rezoning and FLUM were necessary. He also stated the required buffers between residential and commercial would be addressed. Ms. Schultz, the attorney for the applicant, stated Sacred Heart had been

the tenant, and they were expanding the building for additional physician offices. She stated she believed they had met all the requirements for the rezoning and FLUM and indicated there had been no negative comments from other departments. They asked the Board for approval in order to proceed to Council for the project. Chairman Ritz explained the C-1 zoning would be lightest commercial zoning.

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

7. Lanier Place Subdivision Plat

Spetto Properties is requesting a combined preliminary and final plat approval for the Lanier Place Subdivision located at 7011 Lanier Drive. One parcel zoned R-1AA will be subdivided into four lots to accommodate single-family residences. This is considered a minor subdivision.

Mr. Rebol presented to the Board and stated they were proposing a 4-lot subdivision, consisting of 4 50' lots. He explained the existing structure would be demolished. He advised subdivision would have a stormwater component placed on the east side in a swell configuration acting as a bio-retention system. He indicated they would work to save the existing trees.

Board Member Murphy made a motion to approve as presented, seconded by Board Member Grundhoefer, and it carried unanimously.

8. Council Myers Tree Ordinance Amendment

Chairperson Ritz explained that Item 8 and 9 were very similar and advised the Board to talk about them simultaneously, but the vote would be individually.

Proposed LDC Amendment to Section 12-6-4 – Landscape and Tree Protection Plan – Added language: Prior to approval all landscape and tree protection plans shall be posted to the city's website and a copy sent to the council person in whose district the permit will be issued. Such notice requirement will be posted two weeks prior to any approval of a landscaping plan.

Engineering Proposal - Proposed LDC Amendment to Section 12-6 Tree and Landscape Regulations -

- Staff recommends that all tree removal, pruning, and plantings be reviewed and approved by one designated arborist. This provides a more efficient and straightforward process for the public when dealing with the City's Urban Forest.
- Staff recommends that as a part of the Notice of removal for two-plus heritage trees or ten plus protected trees, that signage be posted two weeks before removal. Additionally, Notice will be given to the appropriate councilperson in which district the removal is taking place.
- Staff made changes to provide clarity as to when trees shall be planted.
- Staff revisions take into account the Florida Statute 163.045.
- Staff recommends changes to the Tree Fund so that it allows for both planting and maintaining trees and may be authorized by City Council to fund an arborist. Furthermore, staff recommends the grant program be reduced to 50% and \$5,500.00 max; also, that the City's designated arborist review grant projects to ensure appropriate measures are taken to ensure the health of the project.

Assistant Planning Director Cannon explained we would want one ordinance to move forward to Council, and staff was available to assist with this process. Chairperson Ritz advised Item 8 addressed the notification process, while Item 9 contained more in-depth coverage.

Councilperson Meyers addressed Item 8. For background information, she had observed a sign indicating tree removal in her district which had no means for contact; a day later when she returned to the site, at least one-third of the trees had been removed with no adequate notice posted. She advised that the proper notice would give an opportunity to look at a plan before it was approved and possibly talk to the developer to have a conversation. She explained we do not have adequate notice to make sure that Urban Forests are protected. She felt the public wanted more notification than what they were getting before the Urban Forests and trees were destroyed.

Mr. Bilby stated relating to the City's draft, they were trying to simplify and streamline the tree ordinance to create a one-person, one-department ordinance where citizens and city administration would know where to go. He indicated they did incorporate all of Councilperson Meyers' language into this draft, and it was reviewed by administration and legal. The only thing they did not include was the delay of an approved project. They did allow for the length of time signage would need to be there, and the 311 number for calling the City, or another number for later on, was to be placed on the sign. The administration wanted someone identified on the signage where citizens could go to ask questions. Language was also included to notify the appropriate Council person for a review of a tree and landscape plan in their district. They also made requirements to strengthen heritage trees, getting a permit for pruning heritage trees, and removed the \$1000.00 cap on the residential mitigation fees for a new development. They believed this was a working fluid document, and as they perform tree canopy studies, eventually they will fix some of the types working on this document for the next few years. They thought it important to get a certified arborist on staff or on contract to help with this process. They also cleaned up language that was conflicting with the LDC or was not worded correctly.

Board Member Murphy wanted to know in the current process for the developer to come to the Inspections Department, what was required before they could develop the land. Mr. Bilby advised the applicant would need a landscape plan developed in accordance with the ordinance prepared by a certified landscape architect or a civil engineer or architect per the ordinance. He stated some developers come in for an initial development review ahead of the project, and some come in for actual submittal. Those that have not looked at the ordinance, have the plans returned to them for revisions. The typical review time for a commercial project with landscape review is between 3 and 4 weeks, depending on their workload. If revisions are required, another week or two might be required. They cannot hold up a building permit for a state regulatory permit which is clear in the State statute; permits are issued once everything meets City code. He advised they could withhold CO's for state permits, but they cannot withhold a building permit per the State statute, which took away a lot of the requirements to hold permits and development permits until all the State permits were collected.

Board Member Murphy explained there was a review period between the time the developer first contacts the City and the time they put the shovel in the ground. She indicated many municipalities already have a review by a planning board or staff and an arborist before any tree and landscape plan is approved and building permit is okayed. She asked could there not be an ordinance to allow for that review while we are still reviewing the ordinance to protect the tree canopy. Mr. Bilby stated it was the responsibility

of the reviewer to reach out to the Council member in that district to notify them that a tree and landscape removal permit was submitted; that review process takes 3 to 4 weeks. Chairperson Ritz asked if Item 9 covered the timeframe, and Board Member Murphy stated it did not. Mr. Bilby explained they required a two-week period for notification signs prior to tree removal - 12-6-4 (D) Item 9. Board Member Murphy stated there needed to be a notification to the public possibly on the website. Chairperson Ritz explained Item 8 was more of a notice, whereas Item 9 contained not only a notice aspect but also additional restrictions for heritage trees and tree issues. He preferred seeing Item 9 for tree protection as well as notification go forward to Council. Board Member Grundhoefer explained the Board could not accept both items because they conflict. Councilperson Meyers stated based on what Mr. Bilby said, she only addressed the notice, but she believed Item 9 was more comprehensive and did not object to that. She wanted to make it clear that when the Council member was noticed, she believed every Council member would make sure their constituents were noticed, and it would give opportunity to talk to the developers who mostly want to be good neighbors. She did feel this was a good start and appreciated Board Member Murphy's strong advocacy on behalf of trees and the environment. She indicated Council could approve it as is or make suggestions on how to make it better. Mr. Bilby confirmed the notification was under 12-6-4 (D) The City designated Arborist will notify the councilperson in which the removal is requested.

Board Member Grundhoefer asked the difference between cutting in a development and cutting trees on private property. Mr. Bilby stated current language states the applicant must go to Parks and Recreation to obtain a tree removal permit. Where there is already a single-family dwelling, the requirement is only for a heritage tree, and that language was not amended other than it was streamlined to one person-one department, with the City's designated arborist as the reviewer; the prunage of heritage trees was applicable to a permit which is handled by Parks and Recreation. As long as it was not the development of a project, the City would not see it. Chairperson Ritz explained the document was adding protection for heritage trees on residential property. Councilperson Meyers stated she was committed to finding the money to support an arborist. Chairperson Ritz stated 12-6-10 (C) contained language that the Tree Trust Fund could be used to fund the City's arborist.

Board Member Murphy made a motion to deny Item 8, seconded by Board Member Grundhoefer, and it carried unanimously.

9. Engineering Proposed Tree Ordinance

Board Member Murphy made a motion to approve Item 9 as written and presented, seconded by Board Member Powell, and it carried unanimously.

Open Forum – None

Discussion on the Proposed Amendment to the Tree Ordinance

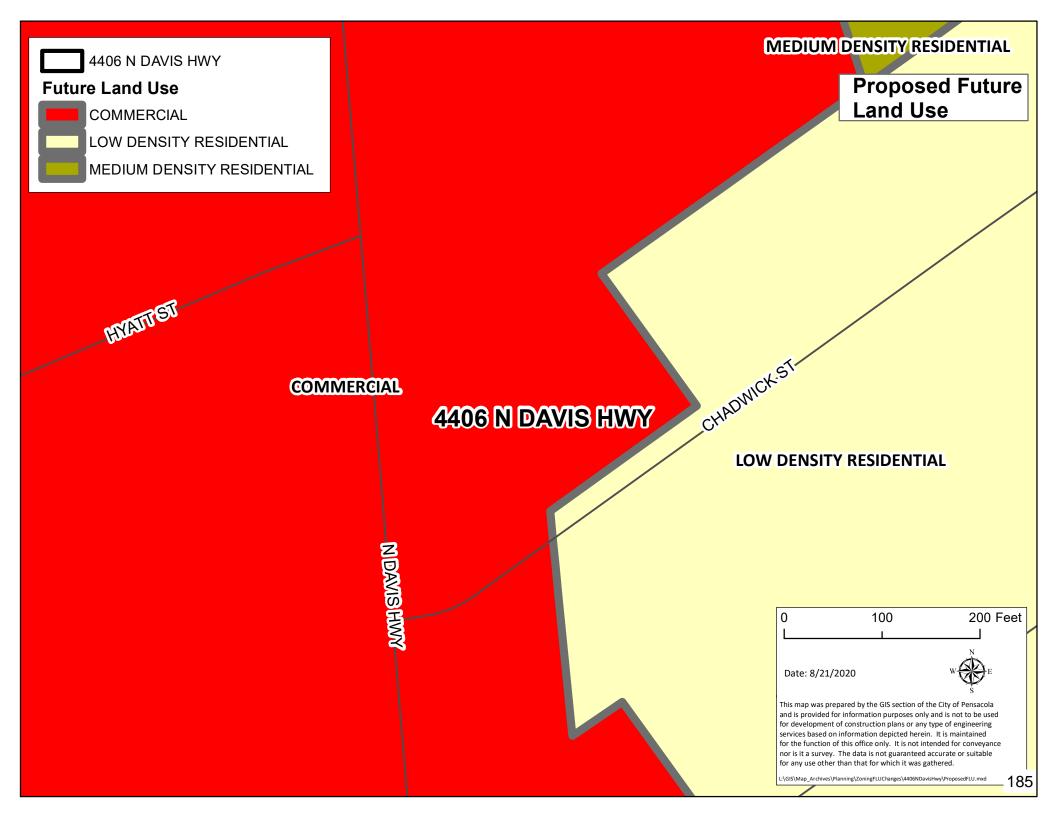
Ms. Murphy stated she had been in contact with both professors to come up with a game plan and workshop. She had distributed videos to Councilperson Meyers and Assistant Director Cannon to distribute to the Board members to know what the discussion topics would be.

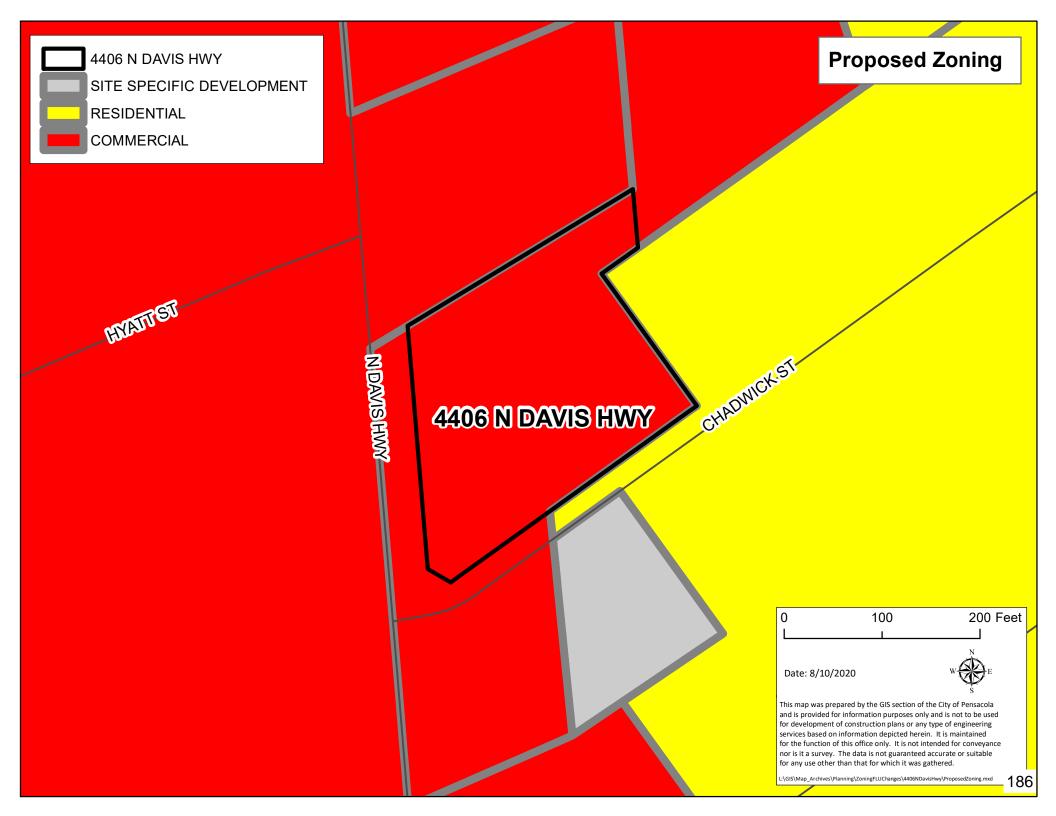
Adjournment - With no further business, Chairperson Ritz thanked the Board for its

patience with the change in methods of physical and virtual participation and adjourned the meeting at 5:00 pm.

Respectfully Submitted,

Cynthia Cannon, AICP Assistant Planning Director Secretary to the Board





PROPOSED ORDINANCE NO. <u>45-20</u>
ORDINANCE NO. ____

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

TO BE ENTITLED:

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

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

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

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

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

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

LOT 3, BOONE PLACE, AS RECORDED IN PLAT BOOK 2 AT PAGE 1, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

the same is hereby changed to C (Commercial) Future Land Use District, fully as if all of the said real property had been originally included in City of Pensacola C (Commercial) Future Land Use District.

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

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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

SECTION 5. This ordinance shall 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: |
| Attest: | President of City Council |
| City Clerk | |

PROPOSED ORDINANCE NO. <u>46-20</u>

ORDINANCE NO. _____

AN ORDINANCE TO BE ENTITLED:

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

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

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to §163.3174, Fla. Stat., and a proper public hearing was held on November 12, 2020 concerning the following proposed zoning classification affecting the property described therein; and

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

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

LOT 3, BOONE PLACE, AS RECORDED IN PLAT BOOK 2 AT PAGE 1, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

is hereby changed in its entirety to C-1 (Retail and Commercial) Zoning District.

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

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

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

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

| | Adopted: |
|------------|---------------------------|
| | Approved: |
| Attest: | President of City Council |
| | |
| City Clerk | |

H STORION A

City of Pensacola

Memorandum

File #: 45-20 City Council 11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 45-20 - REQUEST FOR FUTURE LAND USE MAP AMENDMENT - 4406 N. DAVIS HIGHWAY

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 45-20 on first reading:

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

HEARING REQUIRED: Public

SUMMARY:

Davis IMP, LLC, is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for property located at 4406 N. Davis Highway. The current zoning of the property is split between the C-1 (Retail Commercial) and R-1AAA (Single Family Residential) Zoning Districts, and the existing FLUM designation is split between C (Commercial) and LDR (Low-Density Residential).

The applicant is requesting to amend the City's Zoning Map to include the property entirely in the C-1, Retail Commercial Zoning District and the FLUM to Commercial. This will be consistent with the adjacent parcels abutting Davis highway, which are zoned C-1 and have a Commercial FLUM designation.

On October 13, 2020, the Planning Board unanimously recommended approval of amending the City's Zoning Map to C-1 and the FLUM to Commercial.

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| ГR | IOR | AC1 | IN | |

None

FUNDING:

N/A

File #: 45-20 City Council 11/12/2020

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

10/19/2020

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Proposed Ordinance No. 45-20
- 2) Planning Board Rezoning and FLUM Application
- 3) Planning Board Minutes October 13 2020 DRAFT
- 4) Future Land Use Map October 2020

PRESENTATION: No

PROPOSED ORDINANCE NO. <u>45-20</u>
ORDINANCE NO. _____
AN ORDINANCE

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

TO BE ENTITLED:

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

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

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

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

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

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

LOT 3, BOONE PLACE, AS RECORDED IN PLAT BOOK 2 AT PAGE 1, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

the same is hereby changed to C (Commercial) Future Land Use District, fully as if all of the said real property had been originally included in City of Pensacola C (Commercial)

Future Land Use District.

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

SECTION 3. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

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

SECTION 5. This ordinance shall 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: |
|------------|------------------------------------|
| | |
| Attest: | Approved:President of City Council |
| City Clerk | |

<u>REZONING</u>

Second Reading: _



| Please check application type: Comprehensive Plan / FLUM Amendment Conventional Rezoning Application Fee: \$2,500.00 Rehearing/Rescheduling (Planning Board): \$250.00 Rehearing/Rescheduling (City Council): \$750.00 \$750.00 | |
|--|------|
| Applicant Information: Name: REBOL-BATTLE Assoc. JASAN REBOL Address: 2301 N. 9Th AVE., PENSACOLA, FL 32501 Phone: 850-458-0400 Fax: 850-438-0440 Email: JASON REBOL Property Information: Owner Name: PAVIS IMP, LLC Phone: 931-3535 Location/Address: 44 oc N. Davis Hwy, Pansacola, FL 32503 Parcel ID: 4 9 - 1 5 - 3 0 - 9 1 0 1 - 0 0 0 - 0 0 1 Acres/Square Feet: 1.47 Zoning Classification: Existing R-1AAA Proposed C-1 Future Land Use Classification: Existing L.D.R. Proposed C Reason Rezoning Requested: To Construct An Adolition To the Existing Bullpidy. The Current Parcel 15 SPLT 20180 C-1/R-1AAA. THE NEW ADOLITION WILL BE MEDICAL OFFICES. | |
| Required Attachments: (A) Full legal description of property (from deed or survey) (B) General location map with property to be rezoned indicated thereon | |
| The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this | 7023 |
| FOR OFFICE USE ONLY | |
| Council District: Date Received: Case Number: | |
| Date Postcards mailed:Planning Board Date:Recommendation: | |
| Committee Date: Council Date: Council Action: | 1 |

Ordinance Number:

Sec. 12-12-3. Amendments

The city council may, from time to time on its own motion, or on petition, or on recommendation of the planning board or the zoning board of adjustment or any department or agency of the city, amend, supplement, or repeal the regulations and provisions of this title and the comprehensive plan.

(A) Authorization and responsibility. Every such proposed amendment or change, whether initiated by the city council or by petition, shall be referred to the planning board who shall study such proposals and make recommendation to the city council.

If a rezoning of a parcel of land is proposed by the owner of the parcel or another interested person, it shall be the responsibility of such owner or other interested person to comply with the provisions of this chapter. If such rezoning of a parcel or parcels of land is proposed by the city, its staff, or the planning board, it shall be the responsibility of the city planner to comply with the provisions of this section.

- (B) Initiation. An amendment may be initiated by:
 - (a) The city.
 - (b) The owners of the area involved in a proposed zoning or future land use amendment.

(C) Application.

- (a) An application for zoning or comprehensive plan future land use amendment must be submitted to the community development department at least thirty (30) days prior to the regularly scheduled meeting of the planning board.
- (b) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
- (c) No application shall be considered complete until all of the following have been submitted:
 - 1. The application shall be submitted on a form provided by the board secretary.
 - Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
 - (a) A legal description of the property proposed to be rezoned or its land use changed;
 - (b) Proof of ownership of the property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
 - (c) Existing zoning and future land use classification;
 - (d) Desired zoning and future land use classification;
 - (e) Reason for the rezoning or comprehensive plan future land use amendment.
 - 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.
- (D) Planning board review and recommendation. The planning board shall review the proposed rezoning or comprehensive plan future land use amendment at the advertised public meeting and make a recommendation to the city council. Such recommendation:
 - 1. Shall be for approval, approval with modification, or denial, including its reasons for any modifications or denial.
 - 2. Shall include consideration of the following criteria:
 - a. Whether, and the extent to which, the proposal would result in incompatible land use considering the type and location of the proposed amendment and the surrounding land use.
 - b. Whether, and the extent to which, the proposed amendment would affect the carrying capacity of public facilities and services.
 - c. Whether the proposed amendment would be in conflict with the public interest and welfare.
 - d. Whether, and the extent to which, the proposed amendment would adversely affect the property values in the area.
 - e. Whether, and the extent to which, the proposed amendment would result in significant adverse impact on the natural environment.
 - f. The relationship of the proposed amendment to proposed public and private projects (i.e., street improvements, redevelopment projects, etc.).
- (E) City council review and action.
 - (a) Public hearing. The city council shall hold up to two public hearings, depending on the type of amendment, after 5:00 p.m. on a weekday to review the proposed zoning amendment. Public notice shall be provided, through applicable procedures as outlined in subsection (F) below.

(b) Action. The city council shall review the proposed zoning amendment, and the recommendation of the planning board and the recommendation of the Department of Community Affairs, if applicable, and either approve, approve with modification or deny the proposed amendment at the city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing. For comprehensive plan amendments, the adopted ordinance will not become effective until the Department of Community Affairs has completed its 45-day compliance review.

(F) Procedures.

(1) Zoning amendments

- (a) Rezoning requests must be submitted to the community development department at least thirty (30) days prior to the planning board meeting.
- (b) The community development department shall publish a notice in the newspaper announcing the planning board meeting at least seven (7) days prior to the planning board meeting.
- (c) The community development department shall place a sign on the property to be rezoned at least seven (7) days prior to the planning board meeting.
- (d) Notice shall be published by public notice advertised in a newspaper of general daily circulation published in Escambia County at least seven (7) days prior to the scheduled board meeting at the expense of the applicant.
- (e) The planning department shall notify property owners within a five hundred (500) radius, as identified by the current Escambia County tax roll maps, of the property proposed for rezoning with a public notice by post card, at least seven (7) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.
- (f) The planning board shall review the proposed rezoning request and make a recommendation to the city council.
- (g) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.
- (h) The community development department shall notify property owners within a five hundred (500) foot radius of the property proposed to be rezoned with a public notice (letter and a map) mailed certified with return receipt at least thirty (30) days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.
- (i) The community development department shall place a sign on the property to be rezoned announcing date, time and location of the city council public hearing at least fifteen (15) days prior to the hearing.
- (j) A legal notice of the city council public hearing shall be published in the newspaper at least ten (10) days prior to the hearing.
- (k) The city council shall review the proposed amendment and take action as described in subsection (E) above.
- (1) In addition to subsections (a) through (f) the city strongly encourages that the applicant hold an informational meeting with any applicable neighborhood groups and/or property owners associations prior to proceeding with an application involving a zoning and/or comprehensive plan amendment.
- (m) For proposals initiated by the city to rezone ten or more contiguous acres, subsections (a) through (f) shall be applicable in addition to the following. The city shall hold two advertised public hearings on the proposed ordinance as follows:
 - 1. Public notice of actual zoning changes, including zoning district boundary changes; consolidation or division of existing zones involving substantive changes; and the addition of new zoning districts shall be mailed by first class mail at least thirty (30) days prior to the first city council public hearing to consider the change, to every owner of real property, as identified by the current tax roll, within five hundred (500) feet of the boundaries of the subject parcel(s) to be changed.
 - 2. The community development department shall place a sign on the property to be rezoned announcing date, time and location of the first city council public hearing at least fifteen (15) days prior to the hearing.
 - 3. The first public hearing shall be held at least 7 days after the day that the first advertisement is published. The second hearing shall be held at least 10 days after the first hearing and shall be advertised at least 5 days prior to the public hearing. At least one hearing shall be held after 5 p.m. on a weekday.
 - 4. The required advertisements shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

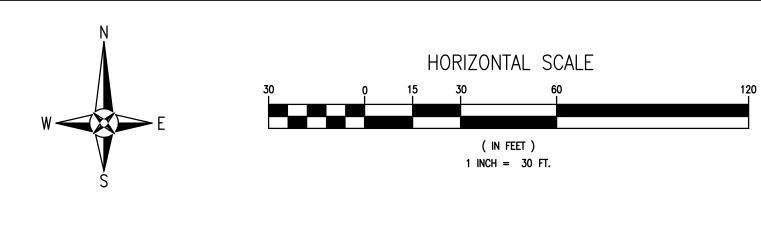
The city council shall review the proposed zoning amendment, and the recommendation of the planning board and either approve, approve with modification or deny the proposed amendment at the first city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing.

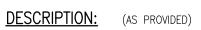
(2) Small scale development comprehensive plan future land use map amendments. Future land use map amendments which comply with the small scale development criteria in section 163.3187, Florida Statutes, may be considered by the planning board and the city council at any time during the calendar year until the annual maximum acreage threshold is met. The petitioner shall be required to complete the steps

listed above in subsection 12-12-3(F)(1)(a) through (1).

- (3) Comprehensive plan future land use map amendments for other than small scale development activities. Comprehensive plan future land use map amendments for other than small scale development activities shall be considered twice a year by the planning board and the city council.
 - (a) Comprehensive plan future land use map amendment requests must be submitted to the planning department at least thirty (30) days prior to the planning board public hearing.
 - (b) The community development department shall publish a display advertisement in a standard size or a tabloid size newspaper with type no smaller than eighteen (18) point in the headline announcing the planning board and city council public hearings at least seven (7) days prior to the planning board hearing. The advertisement shall be no less than two (2) columns wide by ten (10) inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.
 - (c) The community development department shall place a sign on the property to be rezoned at least seven (7) days prior to the planning board hearing.
 - (d) The planning board shall review the proposed future land use map amendment at the advertised public hearing and make a recommendation to the city council.
 - (e) The appropriate city council committee shall review the planning board recommendation and report to city council with recommendation for transmittal to the Florida Department of Community Affairs for review and action.
 - (f) The city council shall review the comprehensive plan future land use map amendment at the advertised public hearing and either approve the request for transmittal to the Department of Community Affairs or disapprove the request for transmittal and further consideration.
 - (g) The community development department shall transmit the future land use map amendment request to the Department of Community Affairs, the appropriate regional planning council and water management district, the Department of Environmental Protection and the Department of Transportation. The city shall also transmit a copy of the plan amendment to any other unit of local government or government agency in the state that has filed a written request with the city for the plan amendment.
 - (h) After a sixty-day review period, the Department of Community Affairs shall transmit in writing its comments to the city, along with any objections and any recommendations for modifications.
 - The appropriate city council committee shall review the Department of Community Affairs comments and forward to city council for review and action.
 - (i) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.
 - (k) The community development department shall notify property owners within a five hundred (500) foot radius of the property where the land use is to be changed with a public notice (letter and a map) mailed certified with return receipt at least thirty (30) days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.
 - (I) The community development department shall place a sign on the property where the land use is to be changed announcing date, time and location of the city council public hearing at least fifteen (15) days prior to the hearing.
 - (m) The community development department shall publish a display advertisement in a standard size or a tabloid size newspaper, with type no smaller than eighteen (18) point in the headline. The advertisement shall be no less than two (2) columns wide by ten (10) inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be published at least five (5) days prior to the final city council public hearing.
 - (n) Subsections (k) above shall not be applicable to proposals initiated by the city to change the future land use of ten (10) or more contiguous acres. In such cases, the procedure shall be as follows: Public notice of comprehensive plan future land use map, including future land use district boundary changes; consolidation or division of existing future land use districts involving substantive changes; and the addition of new future land use districts shall be mailed by first class mail at least thirty (30) days prior to the city council public hearing to consider the change to every owner of real property, as identified by the current tax roll, within five hundred (500) feet of the boundaries of the subject parcel to be changed.
- (o) The city council shall review the proposed amendment and take action as described in subsection (E) above.







THE SOUTH HALF OF LOT 144, FONTANEL PLACE, BEING A SUBDIVISION OF A PORTION OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, AT PAGE 34 OF THE PUBLIC RECORDS OF SAID COUNTY.

AND

LOTS 1 AND 2, BOONE PLACE, A SUBDIVISION IN SECTION 49, TOWNSHIP 1 SOUTH, RANGE 30 WEST, DESCRIBED ACCORDING TO PLAT OF SAID SUBDIVISION OF RECORD IN PLAT BOOK 2, AT PAGE 1 OF THE PUBLIC RECORDS OF SAID COUNTY. LESS AND EXCEPT: A PARCEL OF LAND BEING TRIANGULAR IN SHAPE IN THE SOUTHWEST CORNER OF LOT 1, BOONE PLACE SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MAXINE AVENUE AND THE EAST RIGHT OF WAY LINE OF STATE ROAD 291 (DAVIS HIGHWAY); THENCE RUN NORTHEASTERLY 25 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SAID MAXINE AVENUE; THENCE RUN NORTHWESTERLY ALONG A STRAIGHT LINE TO THE EAST RIGHT OF WAY LINE OF SAID STATE ROAD 291 (DAVIS HIGHWAY), AT A POINT 25 FEET NORTH 4 DEGREES 47 MINUTES 30 SECONDS WEST OF THE POINT OF BEGINNING; THENCE SOUTH 4 DEGREES 47'30" EAST 25 FEET TO THE POINT OF BEGINNING.

AND

LOT 3 OF BOONE PLACE LESS AND EXCEPT; THE EAST 75 FEET OF SAID LOT 3, THE SAID BOONE PLACE BEING A SUBDIVISION OF A PORTION OF SECTION 49, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 2, AT PAGE 1, IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA; THE SAID PORTION OF LOT 3 BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 3 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, RUN NORTH ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 179.96 FEET TO THE NORTHERLY LINE OF SAID LOT 3; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3 A DISTANCE OF 11.85 FEET TO THE POINT; THENCE RUN SOUTHEASTERLY ON A LINE PARALLEL TO THE EASTERLY LINE OF SAID LOT 3 AND 75 FEET WESTERLY OF SAID EASTERLY LINE OF SAID LOT 3, THENCE RUN WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 3, THENCE RUN WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 3 BEING THE NORTHERLY LINE OF 44TH STREET (CHADWICK STREET) FOR A DISTANCE OF 104.12 FEET TO THE POINT OF BEGINNING.

AND

─S 50°54'07" W 38.66' (F)

AREA TO BE REZONED

FROM R-1AAA TO C-1

(LESS AND EXCEPT FROM LOT 3) SW CORNER OF LOT 3, BOONE

PLACE (PB 2 PG 1)

S 4°47'30" W

25.00'(D)

N 68'38'39" W

NORTHWESTERLY (D)

24.73' (F)⊸

NORTHEASTERLY 25.00' (D)

POINT OF BEGINNING
(LESS AND EXCEPT FROM LOT 1)

INTERSECTION OF THE N R/W

MAXINE AVENUE AND THE E

R/W STATE ROAD 291

AND FLU FROM LDR TO C

THE EAST 75 FEET OF LOT 3, BOONE PLACE, ACCORDING TO THE MAP OF PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 1, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

GENERAL NOTES:

- 1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE PLAT BEARING OF SOUTH 51*00'00" WEST ALONG THE SOUTHERLY LINE OF LOTS 1 AND 3 AS PER RECORDED PLAT OF BOONE PLACE, PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY; COPY OF SAID RECORDED PLAT OF BOONE PLACE, COPY OF RECORDED PLAT OF FONTANEL PLACE; PLAT BOOK 1 PAGE 34 OF SAID PUBLIC RECORDS; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
- 2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
- 3. VISIBLE UTILITIES WITHIN THE SURVEY LIMITS ARE AS SHOWN HERON.
- 4. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
- 5. VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
- 6. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0380G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
- 7. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
- 8. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM 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 BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- 9. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
- 10. THIS SURVEY IS CERTIFIED TO:
 - FOUNTAIN, SCHULTZ & BRIDGEFORD, P.L.L.C.
 OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
 - DAVIS IMP, L.L.C.
 - CENTENNIAL BANK

LEGEND:

SET 1/2" DIA RED CAPPED IRON ROD (No. 7916)FOUND 1/2" DIA IRON ROD (UNNUMBERED)

FOUND 1" DIA IRON PIPE (UNNUMBERED)

FOUND 1/2" DIA CAPPED IRON ROD (ILLEGIBLE)

Ø DENOTES WOOD UTILITY POLE

⇒ DENOTES METAL UTILITY POLE

DENOTES SINGLE SUPPORT SIGN

DENOTES CHAIN LINK FENCE

// — DENOTES WOOD PANEL FENCE

DENOTES FIBER OPTIC CABLE MARKER

DENOTES FIRE HYDRANT

DENOTES BACK FLOW PREVENTER

DENOTES FIRE DEPARTMENT CONNECTION
DENOTES GAS METER

− DENOTES GUY WIRE ANCHOR

DENOTES IRRIGATION VALVE

DENOTES WATER METER

DENOTES ELECTRIC VAULT

DENOTES SEWER CLEANOUT

DENOTES OVERHEAD ELECTRIC

denotes lot number

A/C DENOTES AIR CONDITIONING

BOC DENOTES BACK OF CURB

(C) DENOTES CALCULATED PER FIELD DATA

(D) DENOTES DEED INFORMATION

EOP DENOTES EDGE OF PAVEMENT

(F) DENOTES FIELD INFORMATION

(P) DENOTES PLAT INFORMATION
PB DENOTES PLAT BOOK

B DENOTES PLAT BOOK
G DENOTES PAGE

R/W DENOTES RIGHT OF WAY

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HERON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BY: MARK A. NORRIS FLORIDA REGISTRATION No. 6211 DATE

SCALE: 1" = 30'

F.B.: 19-05

PG.: 74-77

D, P.L.L.C.

DATE: 8/23/2019

NUESTED BY:
FOUNTAIN, SCHULTZ & BRIDGFORD, P.L.
is the property of Rebol-Battle & Associates, and ma

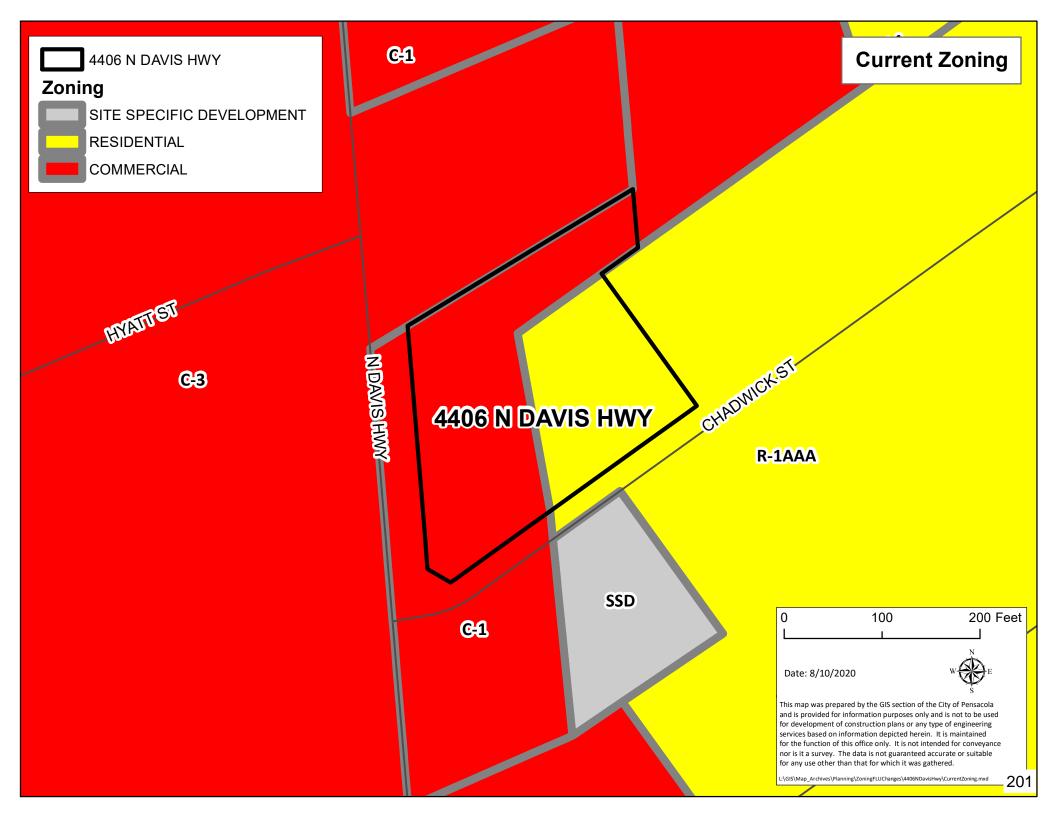
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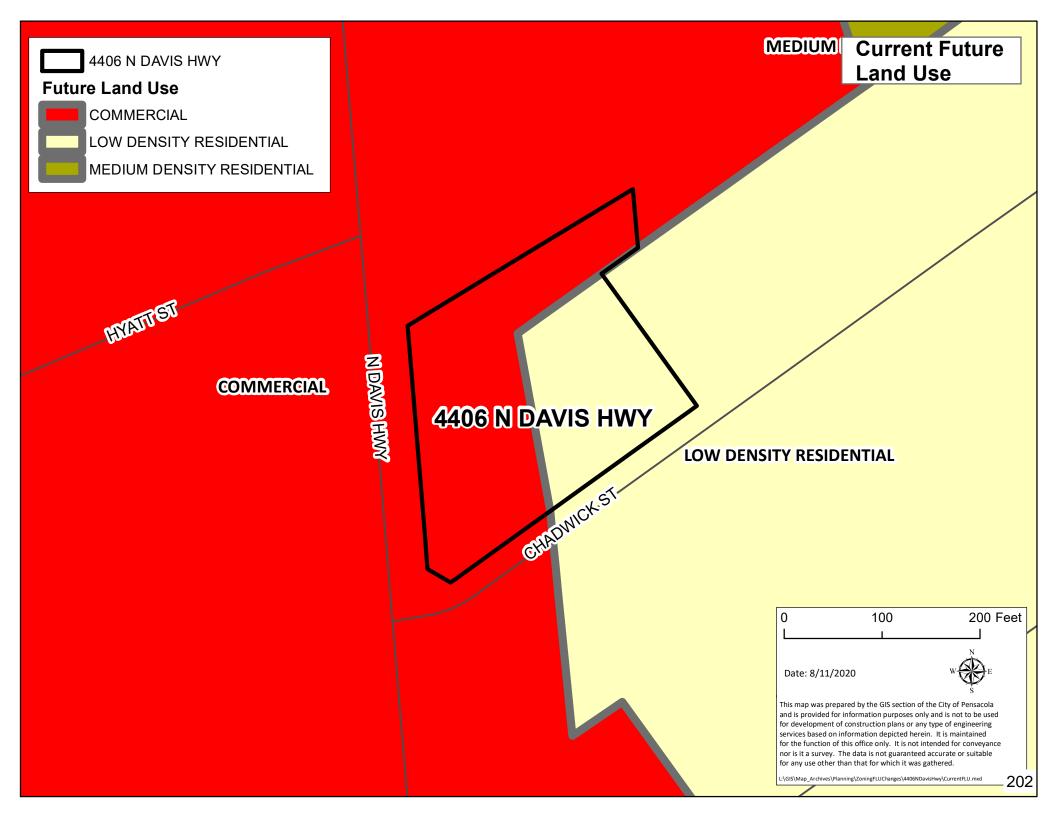
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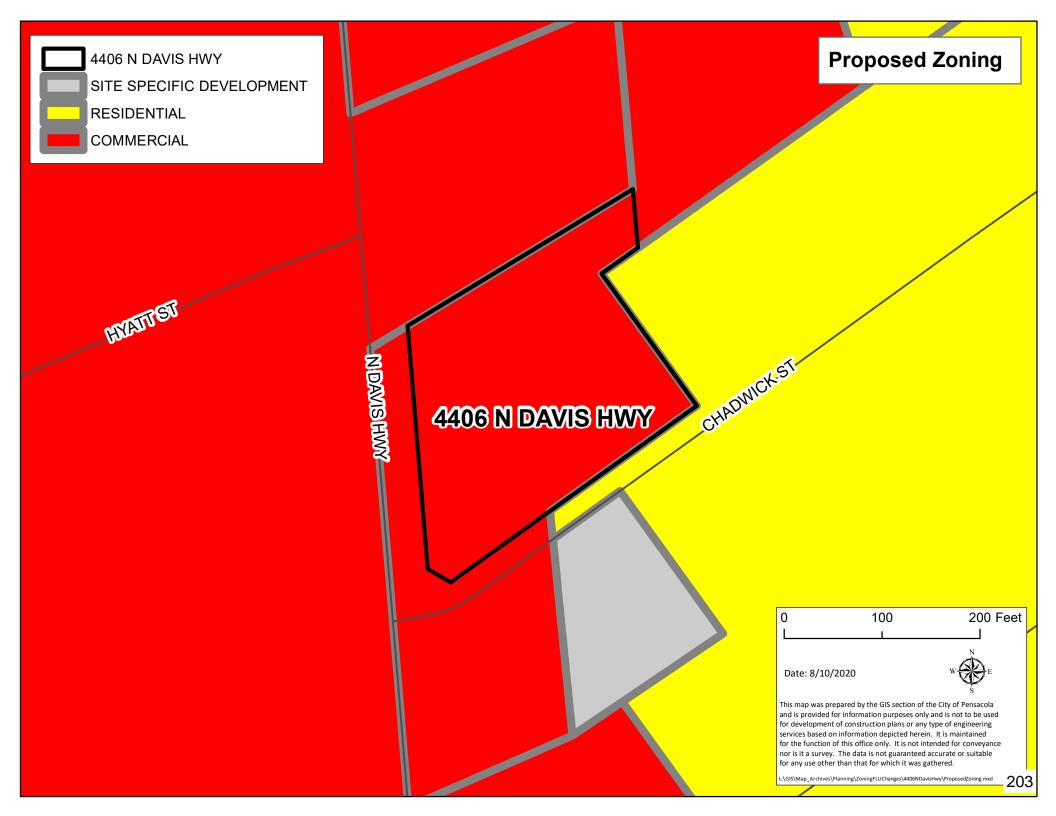
 \mathbf{m}

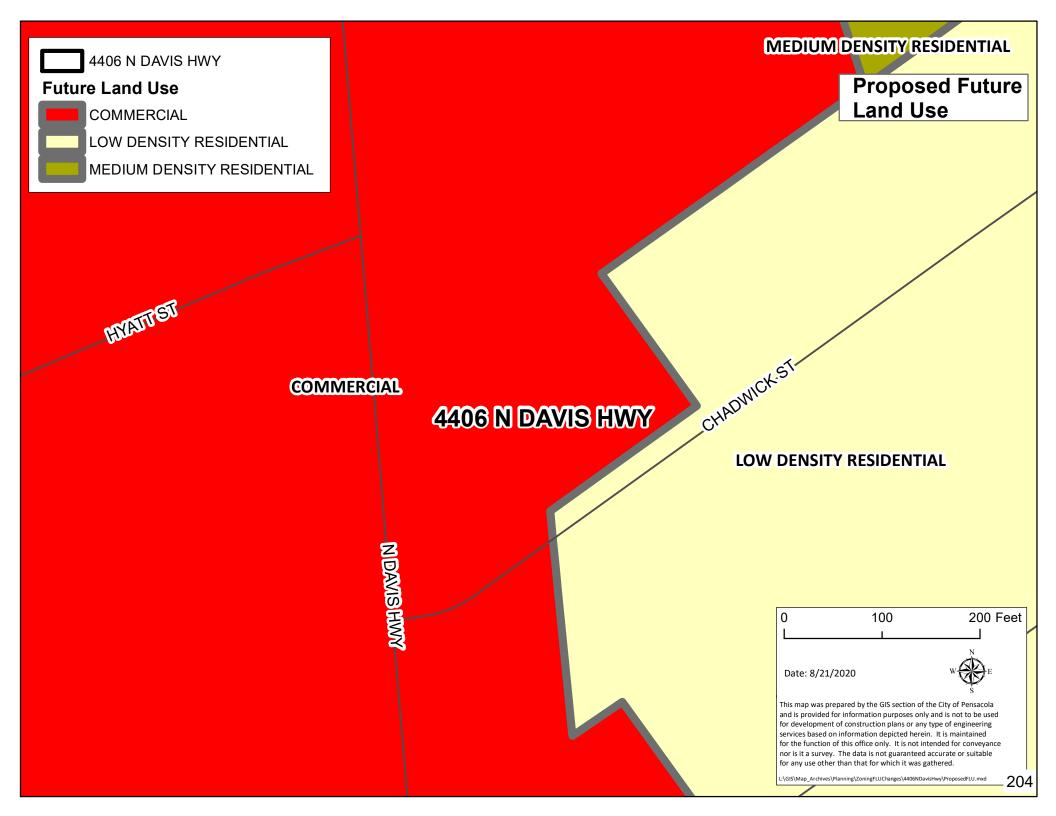
1 of 1

___ ⊢









Review Routing Meeting: September 15, 2020

Project: 4406 N Davis Hwy

Department: Comments:

FIRE No comments.

PW/E No comments.

InspSvcs No comments.

ESP No comments.

ECUA No comments.

GPW No comments.

ATT No comments.

Cynthia Cannon

From: Diane Moore

Sent: Tuesday, August 11, 2020 10:57 AM

To: Cynthia Cannon

Subject: RE: Rezoning Application - 4406 N Davis Hwy

Pensacola Energy has no comments on this rezoning request.

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

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For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com

Notice: 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: Tuesday, August 11, 2020 10:08 AM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie

Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball

| Skimball@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>; Mark Jackson
- <MaJackson@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: Rezoning Application - 4406 N Davis Hwy

Good Morning All,

Please see the attached request before the Planning Board for a rezoning at 4406 N Davis Hwy. Please provide comments *by close of business on Friday. August 21, 2020*.

Cynthia Cannon

From: Andre Calaminus <andre.calaminus@ecua.fl.gov>

Sent: Tuesday, August 11, 2020 3:03 PM

To: Cynthia Cannon

Subject: [EXTERNAL] RE: Rezoning Application - 4406 N Davis Hwy

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Cynthia,

The rezoning request does not impact any ECUA utility connections or operations, therefore, ECUA has no comment.

Thanks,

Andre Calaminus | Right of Way Agent | Emerald Coast Utilities Authority |

P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: www.ecua.fl.gov |

Phone: (850) 969-5822 | Fax: (850) 969-6511 |

From: Cynthia Cannon < CCannon@cityofpensacola.com>

Sent: Tuesday, August 11, 2020 10:08 AM

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
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- <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom
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- <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: Rezoning Application - 4406 N Davis Hwy

**WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders **

Good Morning All,

Please see the attached request before the Planning Board for a rezoning at 4406 N Davis Hwy. Please provide comments *by close of business on Friday. August 21, 2020*.

Thank you!

Cynthia Cannon, AICP

Assistant Planning Director
Visit us at http://cityofpensacola.com
222 W Main St.
Pensacola, FL 32502

Cynthia Cannon

From: Annie Bloxson

Sent: Wednesday, August 12, 2020 3:27 PM

To: Cynthia Cannon

Subject: RE: Rezoning Application - 4406 N Davis Hwy

Good Evening,

I do not oppose the request to rezone 4406 N. Davis Hwy.

Respectfully,

Annie Bloxson

Fire Marshal
Visit us at PensacolaFire.com
475 E. Strong St.

Pensacola, FL 32501 Office: 850.436.5200

abloxson@cityofpensacola.com



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From: Cynthia Cannon < CCannon@cityofpensacola.com>

Sent: Tuesday, August 11, 2020 10:08 AM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie

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- <PAKelly@cityofpensacola.com>; Robbie Weekley <rweekley@cityofpensacola.com>; Ryan J. Novota
- <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T)



MINUTES OF THE PLANNING BOARD October 13, 2020

MEMBERS PRESENT: Chairperson Paul Ritz, Board Member Grundhoefer, Board

Member Murphy, Board Member Sampson

MEMBERS VIRTUAL: Board Member Powell

MEMBERS ABSENT: Board Member Larson, Board Member Wiggins

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation

Planner Harding, Assistant City Attorney Lindsay (virtual), Planning Director Morris (virtual), Building Official Bilby (virtual), Sustainability Coordinator Jackson, Network

Engineer Johnston

OTHERS VIRTUAL: Councilperson Myers, Robert Rushing, Tom Paux, Leah

Welborn, Ken Williams, Bryan Russell, Colleen Becton, Scott

Sallis

OTHERS PRESENT: Philip Partington, Brian Spencer, Jason Rebol, Kerry Anne

Schultz

AGENDA:

Quorum/Call to Order

Carver Darden Sign Variance

Approval of Meeting Minutes from August 11, 2020.

New Business:

Admirals Row Aesthetic Review – S. Palafox Waffle House 401 E. Gregory **Aragon Mail Covering** 4406 N Davis Hwy Rezoning **Lanier Place Subdivision Plat**

Council Myers Tree Ordinance Amendment

Engineering Proposed Tree Ordinance

- Open Forum
- Discussion on the Proposed Amendment to the Tree Ordinance
- Adjournment

222 West Main Street Pensacola, Florida 32502

www.cityofpensacola.com

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:02 pm with a quorum present and explained the procedures of the Board meeting.

Approval of Meeting Minutes

1. Board Member Powell made a motion to approve the August 11, 2020 minutes, seconded by Board Member Sampson, and it carried unanimously.

New Business

2. Carver Darden Sign Variance – Chairperson Ritz advised this item was a quasi-judicial matter. Assistant Planning Director Cannon stated Carver Darden submitted a Variance application to the maximum signage allowance requirements for the building located at 151 W. Main Street, which is in the Waterfront Redevelopment District (WRD). Per Section 12-4-4, Signs and Section 12-2-12 (C) (4) (a), Redevelopment Land Use District, of the Land Development Code, the following regulations apply in the WRD:

"Size: Ten (10) percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed fifty (50) square feet. Buildings exceeding five (5) stories in height: one attached wall sign or combination of wall signs not to exceed two hundred (200) square feet and mounted on the fifth floor or above."

This request has been routed through the various City departments and utility providers. Chairperson Ritz read the seven (7) variance criteria noting special conditions of street frontage.

He emphasized that the burden of proof would lie with the applicant.

Mr. Rushing presented to the Board and stated only one side of the building was visible from Main Street. He emphasized the importance of signage for a law firm. He also stated they would not return to ask for additional signage if the variance request was approved. He indicated their firm occupied the entire second floor and had no signage facing the northwest corner. Chairperson Ritz referred to the variance criteria for reference. In considering No. 2 of the variance criteria for special conditions, it was determined that the applicant was not a tenant when the signage was originally allocated to other businesses. Staff referenced the WRD maximum allowed signage of 50 sq. ft. per elevation. Mr. Paux stated the tenants on the first floor used 39 sq. ft. and Chairperson Ritz explained 11 sq. ft. were unclaimed; the sign being requested was 50 sq. ft., which would be 39 sq. ft. beyond the maximum allowed. Board Member Murphy was concerned this might be considered a special privilege (No. 3) and could set an unwanted precedent for future developments in WRD. The other tenants signage located on the first floor of 151 Main Street averaged 13 sq. ft per sign. It was pointed out the applicant's firm occupied the entire second floor which was the reason for the larger sign request. Chairperson Ritz explained that the actual question was whether 50 sq. ft. was the minimum request that would make it possible for the reasonable use of this land. He felt the answer was "no" since 50 sq. ft. was the maximum allowed per elevation in the WRD. Board Member Grundhoefer agreed. On No. 6 and 7 of the variance criteria, the Board members agreed the request would not be injurious or impair the public health, etc. They also agreed in Section 12-13-3 (E)(1)(a) the variance would not detract from the architectural integrity, and (b) the only injurious aspect might be the comparison to other tenants in the same building. Staff exhibited the boundaries of the WRD. Board Member Grundhoefer

future buildings in the Maritime Park area asking for signage. Board Member Powell offered this was dealing with a tenant who occupied an entire floor. Board Member Grundhoefer suggested the applicant could go to the landlord on the premise they occupy 50 percent of the building and should have 50 percent of the signage. Board Member Powell referred to No. 1 in the variance criteria indicating this situation might be considered "peculiar to the land" since this building was not considered in the master plan. Chairperson Ritz agreed that this did present a unique condition with the property, street frontage, etc., and it was not the applicant's fault (No. 2) that the building owner might have allowed the other signs to be put in place, however, all the other variance items needed to be met. Mr. Rushing referenced Ascension having three spaces with signs extending over all the spaces. He also emphasized that they did not cause the issue (No. 2). In No. 3, he explained a variance itself was asking for something special, and they were not asking for anything out of line. Considering No. 4, being on the second floor was a problem for their clients since they were always asking for their location. He offered that when looking up at the second floor, 66 sq. ft. (No. 5) would have offered better visibility; however, they minimized their request to 50 sq. ft. He also noted that none of the solicited departments indicated anything that would impair the public welfare (No. 6). He felt they had met the criteria and requested the Board consider what they put forward and grant the variance. Board Member Powell made a motion to approve the variance, seconded by Chairperson Ritz, and it failed 2 to 3 with Board Members Murphy, Grundhoefer and Sampson dissenting. The dissenting Board members stated criteria No. 3 had not been met. Board Member Grundhoefer explained it was unfortunate that the landlord gave all the square footage to the small tenants and not to the major tenant. He advised he would support 25 sq. ft. (14 sq. ft. beyond the maximum allowed) on the second floor which would grant 14 additional sq. ft. for the tenants on the ground floor. Assistant City

questioned if the Board wanted to set a precedent with this building since there would be

Board Member Grundhoefer made a motion to approve a 25 sq. ft. sign for Carver Darden plus 39 sq. ft. for the remaining tenants maintaining their current square footage, seconded by Chairperson Ritz, and it failed 2 to 3 with Board Members Murphy, Sampson and Powell dissenting. Chairperson Ritz informed the client that the appeal process was the next step.

Attorney Lindsay explained that might not be something the applicant was willing to do based on their presentation. Chairperson Ritz explained the first floor tenants would get 14 additional sq. ft. and the applicant would get 25 sq. ft. He asked if this counter proposal were approved would the applicant still be able to address Council for the original request, and Counsel stated they still had their appeal rights, but the Board could make that motion

3. Admirals Row Aesthetic Review - S. Palafox

and perhaps that would be the solution people would reach.

Admirals Row, LLC, is requesting an aesthetic review for minor revisions to their previously submitted plans for a new multi-family development, "Admiral's Row", located in the SPBD, South Palafox Business District. New developments in the SPBD are subject to Sections 12-2-81 (C), approval procedure, and 12-2-82 (D), design standards and guidelines, aesthetic review provisions, as well as the additional provisions in Section 12-2-13 (E).

Chairman Ritz indicated he shared an office space with the applicant's architectural firm but was not an employee of that firm. Mr. Partington presented to the Board and stated they were not increasing the number of units, and the parking spaces remained the

same. They were moving the domestic water service to the south end of the drive. He explained the prior submission was four habitable floors over parking with a parapet roofline. They were now adding an additional floor, with the fourth and fifth floors changing from the lower floors with three units apiece; they propose one unit on the fourth floor and two units on the fifth floor on Building B. Building C on the street has been eliminated and is now part of the covered parking. Building A has seven units. He stated they were within their height limit and required no variances. Chairman Ritz still considered the building bringing life to an abandoned property and had no issues or concerns.

Board Member Powell made a motion to approve, seconded by Board Member Sampson, and with no speakers, it carried unanimously.

4. Waffle House 401 E. Gregory

Ken Williams, Vice President, Waffle House, Inc. is requesting aesthetic review for a remodel of the Waffle House located at 401 E. Gregory Street, which is located in the Gateway Redevelopment District (GRD). All existing exterior walls and roof will remain. No changes are being proposed to the parking lot; however, it will be repaved. Mr. Williams presented to the Board and stated they had reduced the number of parking spaces and added landscaping; the building itself would look the same but newer. The interior would be entirely remodeled, and it was determined the number of parking spaces met the Code requirement.

Board Member Grundhoefer made a motion to approve as submitted, seconded by Board Member Murphy, and it carried unanimously.

5. Aragon Mail Covering

Scott Sallis, Dalrymple Sallis Architecture, is requesting approval for a new one-story mailbox covering/pavilion behind the existing Aragon Community Garden shed. Building materials include painted composite siding and trim work and painted wood structure with metal roofing to match the existing shed roofing.

Chairperson Ritz and Board Member Murphy had no concerns with the request. Mr. Sallis presented to the Board and stated they had not received the written approval from the Aragon ARB.

Board Member Powell made a motion to approve, seconded by Board Member Murphy, and it carried unanimously.

6. 4406 N Davis Hwy Rezoning

Davis IMP, LLC are requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 4406 N. Davis Highway and identified by parcel number 49-1S-30-9101-000-001. The property is currently zoned R-1AAA, Residential Zoning District and the existing Future Land Use (FLU) designation is LDR, Low Density Residential. The applicant is proposing to amend the zoning district to C-1, Commercial Zoning District and the FLU to Commercial for a medical office.

Chairperson Ritz stated this location was a commercial corridor of Davis Highway, and this area was getting a more medical flavor.

Mr. Rebol addressed the Board and stated part of the building was located in the residential zone, and in order to construct the expansion of the facility, the rezoning and FLUM were necessary. He also stated the required buffers between residential and commercial would be addressed. Ms. Schultz, the attorney for the applicant, stated Sacred Heart had been

the tenant, and they were expanding the building for additional physician offices. She stated she believed they had met all the requirements for the rezoning and FLUM and indicated there had been no negative comments from other departments. They asked the Board for approval in order to proceed to Council for the project. Chairman Ritz explained the C-1 zoning would be lightest commercial zoning.

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

7. Lanier Place Subdivision Plat

Spetto Properties is requesting a combined preliminary and final plat approval for the Lanier Place Subdivision located at 7011 Lanier Drive. One parcel zoned R-1AA will be subdivided into four lots to accommodate single-family residences. This is considered a minor subdivision.

Mr. Rebol presented to the Board and stated they were proposing a 4-lot subdivision, consisting of 4 50' lots. He explained the existing structure would be demolished. He advised subdivision would have a stormwater component placed on the east side in a swell configuration acting as a bio-retention system. He indicated they would work to save the existing trees.

Board Member Murphy made a motion to approve as presented, seconded by Board Member Grundhoefer, and it carried unanimously.

8. Council Myers Tree Ordinance Amendment

Chairperson Ritz explained that Item 8 and 9 were very similar and advised the Board to talk about them simultaneously, but the vote would be individually.

Proposed LDC Amendment to Section 12-6-4 – Landscape and Tree Protection Plan – Added language: Prior to approval all landscape and tree protection plans shall be posted to the city's website and a copy sent to the council person in whose district the permit will be issued. Such notice requirement will be posted two weeks prior to any approval of a landscaping plan.

Engineering Proposal - Proposed LDC Amendment to Section 12-6 Tree and Landscape Regulations -

- Staff recommends that all tree removal, pruning, and plantings be reviewed and approved by one designated arborist. This provides a more efficient and straightforward process for the public when dealing with the City's Urban Forest.
- Staff recommends that as a part of the Notice of removal for two-plus heritage trees or ten plus protected trees, that signage be posted two weeks before removal. Additionally, Notice will be given to the appropriate councilperson in which district the removal is taking place.
- Staff made changes to provide clarity as to when trees shall be planted.
- Staff revisions take into account the Florida Statute 163.045.
- Staff recommends changes to the Tree Fund so that it allows for both planting and maintaining trees and may be authorized by City Council to fund an arborist. Furthermore, staff recommends the grant program be reduced to 50% and \$5,500.00 max; also, that the City's designated arborist review grant projects to ensure appropriate measures are taken to ensure the health of the project.

Assistant Planning Director Cannon explained we would want one ordinance to move forward to Council, and staff was available to assist with this process. Chairperson Ritz advised Item 8 addressed the notification process, while Item 9 contained more in-depth coverage.

Councilperson Meyers addressed Item 8. For background information, she had observed a sign indicating tree removal in her district which had no means for contact; a day later when she returned to the site, at least one-third of the trees had been removed with no adequate notice posted. She advised that the proper notice would give an opportunity to look at a plan before it was approved and possibly talk to the developer to have a conversation. She explained we do not have adequate notice to make sure that Urban Forests are protected. She felt the public wanted more notification than what they were getting before the Urban Forests and trees were destroyed.

Mr. Bilby stated relating to the City's draft, they were trying to simplify and streamline the tree ordinance to create a one-person, one-department ordinance where citizens and city administration would know where to go. He indicated they did incorporate all of Councilperson Meyers' language into this draft, and it was reviewed by administration and legal. The only thing they did not include was the delay of an approved project. They did allow for the length of time signage would need to be there, and the 311 number for calling the City, or another number for later on, was to be placed on the sign. The administration wanted someone identified on the signage where citizens could go to ask questions. Language was also included to notify the appropriate Council person for a review of a tree and landscape plan in their district. They also made requirements to strengthen heritage trees, getting a permit for pruning heritage trees, and removed the \$1000.00 cap on the residential mitigation fees for a new development. They believed this was a working fluid document, and as they perform tree canopy studies, eventually they will fix some of the types working on this document for the next few years. They thought it important to get a certified arborist on staff or on contract to help with this process. They also cleaned up language that was conflicting with the LDC or was not worded correctly.

Board Member Murphy wanted to know in the current process for the developer to come to the Inspections Department, what was required before they could develop the land. Mr. Bilby advised the applicant would need a landscape plan developed in accordance with the ordinance prepared by a certified landscape architect or a civil engineer or architect per the ordinance. He stated some developers come in for an initial development review ahead of the project, and some come in for actual submittal. Those that have not looked at the ordinance, have the plans returned to them for revisions. The typical review time for a commercial project with landscape review is between 3 and 4 weeks, depending on their workload. If revisions are required, another week or two might be required. They cannot hold up a building permit for a state regulatory permit which is clear in the State statute; permits are issued once everything meets City code. He advised they could withhold CO's for state permits, but they cannot withhold a building permit per the State statute, which took away a lot of the requirements to hold permits and development permits until all the State permits were collected.

Board Member Murphy explained there was a review period between the time the developer first contacts the City and the time they put the shovel in the ground. She indicated many municipalities already have a review by a planning board or staff and an arborist before any tree and landscape plan is approved and building permit is okayed. She asked could there not be an ordinance to allow for that review while we are still reviewing the ordinance to protect the tree canopy. Mr. Bilby stated it was the responsibility

of the reviewer to reach out to the Council member in that district to notify them that a tree and landscape removal permit was submitted; that review process takes 3 to 4 weeks. Chairperson Ritz asked if Item 9 covered the timeframe, and Board Member Murphy stated it did not. Mr. Bilby explained they required a two-week period for notification signs prior to tree removal - 12-6-4 (D) Item 9. Board Member Murphy stated there needed to be a notification to the public possibly on the website. Chairperson Ritz explained Item 8 was more of a notice, whereas Item 9 contained not only a notice aspect but also additional restrictions for heritage trees and tree issues. He preferred seeing Item 9 for tree protection as well as notification go forward to Council. Board Member Grundhoefer explained the Board could not accept both items because they conflict. Councilperson Meyers stated based on what Mr. Bilby said, she only addressed the notice, but she believed Item 9 was more comprehensive and did not object to that. She wanted to make it clear that when the Council member was noticed, she believed every Council member would make sure their constituents were noticed, and it would give opportunity to talk to the developers who mostly want to be good neighbors. She did feel this was a good start and appreciated Board Member Murphy's strong advocacy on behalf of trees and the environment. She indicated Council could approve it as is or make suggestions on how to make it better. Mr. Bilby confirmed the notification was under 12-6-4 (D) The City designated Arborist will notify the councilperson in which the removal is requested.

Board Member Grundhoefer asked the difference between cutting in a development and cutting trees on private property. Mr. Bilby stated current language states the applicant must go to Parks and Recreation to obtain a tree removal permit. Where there is already a single-family dwelling, the requirement is only for a heritage tree, and that language was not amended other than it was streamlined to one person-one department, with the City's designated arborist as the reviewer; the prunage of heritage trees was applicable to a permit which is handled by Parks and Recreation. As long as it was not the development of a project, the City would not see it. Chairperson Ritz explained the document was adding protection for heritage trees on residential property. Councilperson Meyers stated she was committed to finding the money to support an arborist. Chairperson Ritz stated 12-6-10 (C) contained language that the Tree Trust Fund could be used to fund the City's arborist.

Board Member Murphy made a motion to deny Item 8, seconded by Board Member Grundhoefer, and it carried unanimously.

9. Engineering Proposed Tree Ordinance

Board Member Murphy made a motion to approve Item 9 as written and presented, seconded by Board Member Powell, and it carried unanimously.

Open Forum – None

Discussion on the Proposed Amendment to the Tree Ordinance

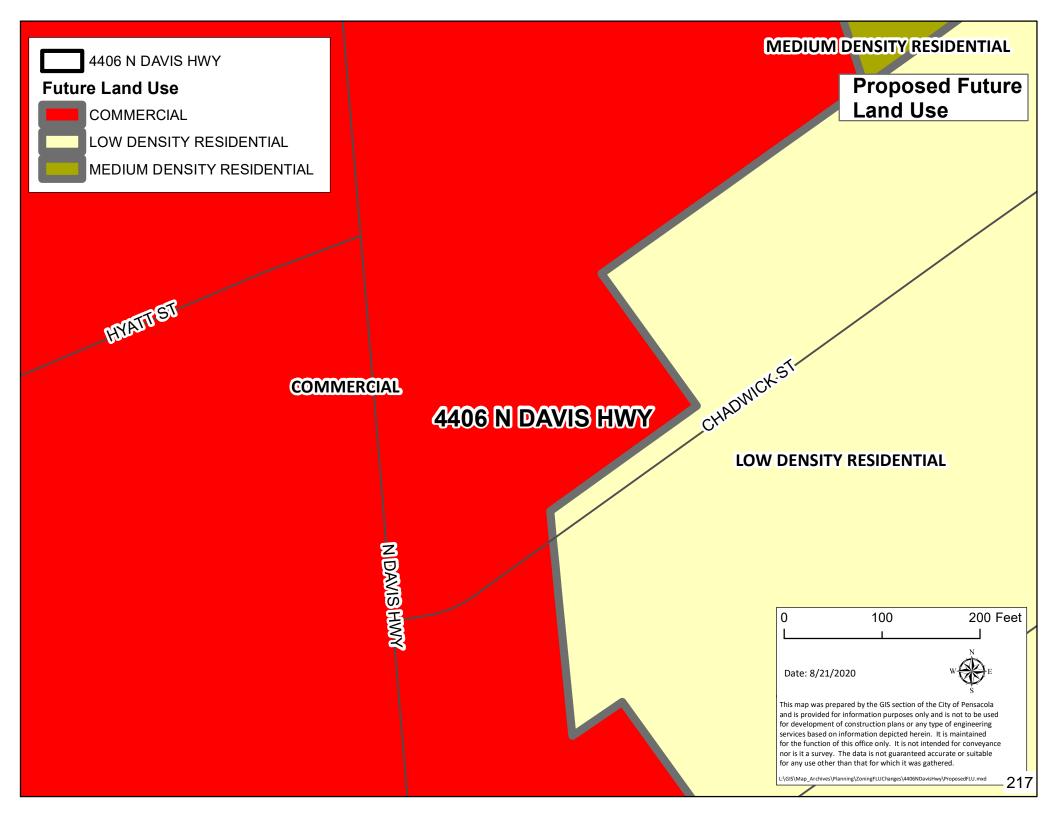
Ms. Murphy stated she had been in contact with both professors to come up with a game plan and workshop. She had distributed videos to Councilperson Meyers and Assistant Director Cannon to distribute to the Board members to know what the discussion topics would be.

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 5:00 pm.

Respectfully Submitted,

Cynthia Cannon, AICP Assistant Planning Director Secretary to the Board



City of Pensacola

Memorandum

File #: 46-20 City Council 11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 46-20 - REQUEST FOR ZONING MAP AMENDMENT - 4406 N. DAVIS HIGHWAY

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 46-20 on first reading:

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

HEARING REQUIRED: Public

SUMMARY:

Davis IMP, LLC, is requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for property located at 4406 N. Davis Highway. The current zoning of the property is split between the C-1 (Retail Commercial) and R-1AAA (Single Family Residential) Zoning Districts, and the existing FLUM designation is split between C (Commercial) and LDR (Low-Density Residential).

The applicant is requesting to amend the City's Zoning Map to include the property entirely in the C-1, Retail Commercial Zoning District and the FLUM to Commercial. This will be consistent with the adjacent parcels abutting Davis highway, which are zoned C-1 and have a Commercial FLUM designation.

On October 13, 2020, the Planning Board unanimously recommended approval of amending the City's Zoning Map to C-1 and the FLUM to Commercial.

PRIOR ACTION:

None

FUNDING:

File #: 46-20 City Council 11/12/2020

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

10/19/2020

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. 46-20
- 2) Planning Board Rezoning and FLUM Application
- 3) Planning Board Minutes October 13 2020 DRAFT
- 4) Zoning Map October 2020

PRESENTATION: No

PROPOSED ORDINANCE NO. <u>46-20</u>

ORDINANCE NO. _____

AN ORDINANCE TO BE ENTITLED:

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

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

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to §163.3174, Fla. Stat., and a proper public hearing was held on November 12, 2020 concerning the following proposed zoning classification affecting the property described therein; and

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

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

LOT 3, BOONE PLACE, AS RECORDED IN PLAT BOOK 2 AT PAGE 1, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

is hereby changed in its entirety to C-1 (Retail and Commercial) Zoning District.

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

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

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

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

| | Adopted: |
|------------|-------------------------------------|
| | Approved: |
| Attest: | Approved: President of City Council |
| | |
| City Clerk | _ |

REZONING

Second Reading:



| | - 1 |
|---|-----|
| Please check application type: | |
| Comprehensive Plan / FLUM Amendment (< 10 acres) (≥ 10 acres) | |
| Application Fee: \$2,500.00 \$3,500.00 - \$3,500.00 | |
| Rehearing/Rescheduling (Planning Board): \$250.00 \$250.00 \$250.00 Rehearing/Rescheduling (City Council): \$750.00 \$750.00 \$1,000.00 | |
| Applicant Information: | |
| Name: REBOL-BATTLE + ASSOC. / JASON REBOL Date: July 10, 2020 | |
| Address: 2301 N. 9TH AVE. PENSACOLA, FL 32501 | |
| Phone: 850-438-0400 Fax: 850-438-0443 Bmail: JASON RE REBOL-BATTLE. COM | |
| Property Information: | |
| Owner Name: PAVIS IMP LLC Phone: 939-3535 | |
| Location/Address: 44 06 N. Davis Hwy, Pansacola, FL 32503 | |
| Parcel ID: 4 9 - 1 5 - 3 0 - 9 1 0 1 - 0 0 0 - 0 0 1 Acres/Square Feet: 1.47 | |
| Zoning Classification: Existing R-IAAA Proposed C-I | |
| Future Land Use Classification: Existing L.D.D. Proposed C | |
| Reason Rezoning Requested: To Construct AN ADDITION TO THE EXISTING | |
| BUILDING. THE CHERRAT PARCEL IS SPLIT ZONED CI/R-IAAA. | |
| THE NEW ADDITION WILL BE MEDICAL OFFICES. | |
| | |
| Required Attachments: (A) Full legal description of property (from deed or survey) (B) General location map with property to be rezoned indicated thereon | |
| The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) | |
| in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge | |
| and belief as of this 4 day of August //, 20,20. | |
| Applicant Signature Owner Signature | |
| JENNIFER J. BASS | + |
| Applicant Name (Print) Notary Public - State of Fl Commission # GG 2879 |)7 |
| August Bonded through National Notary | 202 |
| Sworn to and subscribed to before me this 4 day of, 20 20 | |
| Name: Lenny Bass Commission Expires: 2 15 23 | |
| | |
| FOR OFFICE USE ONLY | |
| cil District: Date Received: Case Number: | |
| Postcards mailed: Planning Board Date: Recommendation: | 1 |

Committee Date: _____ Council Date: _____ Council Action: ____

Ordinance Number:

Sec. 12-12-3. Amendments

The city council may, from time to time on its own motion, or on petition, or on recommendation of the planning board or the zoning board of adjustment or any department or agency of the city, amend, supplement, or repeal the regulations and provisions of this title and the comprehensive plan.

(A) Authorization and responsibility. Every such proposed amendment or change, whether initiated by the city council or by petition, shall be referred to the planning board who shall study such proposals and make recommendation to the city council.

If a rezoning of a parcel of land is proposed by the owner of the parcel or another interested person, it shall be the responsibility of such owner or other interested person to comply with the provisions of this chapter. If such rezoning of a parcel or parcels of land is proposed by the city, its staff, or the planning board, it shall be the responsibility of the city planner to comply with the provisions of this section.

- (B) Initiation. An amendment may be initiated by:
 - (a) The city.
 - (b) The owners of the area involved in a proposed zoning or future land use amendment.

(C) Application.

- (a) An application for zoning or comprehensive plan future land use amendment must be submitted to the community development department at least thirty (30) days prior to the regularly scheduled meeting of the planning board.
- (b) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
- (c) No application shall be considered complete until all of the following have been submitted:
 - 1. The application shall be submitted on a form provided by the board secretary.
 - Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
 - (a) A legal description of the property proposed to be rezoned or its land use changed;
 - (b) Proof of ownership of the property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;
 - (c) Existing zoning and future land use classification;
 - (d) Desired zoning and future land use classification;
 - (e) Reason for the rezoning or comprehensive plan future land use amendment.
 - 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.
- (D) Planning board review and recommendation. The planning board shall review the proposed rezoning or comprehensive plan future land use amendment at the advertised public meeting and make a recommendation to the city council. Such recommendation:
 - 1. Shall be for approval, approval with modification, or denial, including its reasons for any modifications or denial.
 - 2. Shall include consideration of the following criteria:
 - a. Whether, and the extent to which, the proposal would result in incompatible land use considering the type and location of the proposed amendment and the surrounding land use.
 - b. Whether, and the extent to which, the proposed amendment would affect the carrying capacity of public facilities and services.
 - c. Whether the proposed amendment would be in conflict with the public interest and welfare.
 - d. Whether, and the extent to which, the proposed amendment would adversely affect the property values in the area.
 - e. Whether, and the extent to which, the proposed amendment would result in significant adverse impact on the natural environment.
 - f. The relationship of the proposed amendment to proposed public and private projects (i.e., street improvements, redevelopment projects, etc.).
- (E) City council review and action.
 - (a) Public hearing. The city council shall hold up to two public hearings, depending on the type of amendment, after 5:00 p.m. on a weekday to review the proposed zoning amendment. Public notice shall be provided, through applicable procedures as outlined in subsection (F) below.

(b) Action. The city council shall review the proposed zoning amendment, and the recommendation of the planning board and the recommendation of the Department of Community Affairs, if applicable, and either approve, approve with modification or deny the proposed amendment at the city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing. For comprehensive plan amendments, the adopted ordinance will not become effective until the Department of Community Affairs has completed its 45-day compliance review.

(F) Procedures.

(1) Zoning amendments

- (a) Rezoning requests must be submitted to the community development department at least thirty (30) days prior to the planning board meeting.
- (b) The community development department shall publish a notice in the newspaper announcing the planning board meeting at least seven (7) days prior to the planning board meeting.
- (c) The community development department shall place a sign on the property to be rezoned at least seven (7) days prior to the planning board meeting.
- (d) Notice shall be published by public notice advertised in a newspaper of general daily circulation published in Escambia County at least seven (7) days prior to the scheduled board meeting at the expense of the applicant.
- (e) The planning department shall notify property owners within a five hundred (500) radius, as identified by the current Escambia County tax roll maps, of the property proposed for rezoning with a public notice by post card, at least seven (7) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.
- (f) The planning board shall review the proposed rezoning request and make a recommendation to the city council.
- (g) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.
- (h) The community development department shall notify property owners within a five hundred (500) foot radius of the property proposed to be rezoned with a public notice (letter and a map) mailed certified with return receipt at least thirty (30) days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.
- (i) The community development department shall place a sign on the property to be rezoned announcing date, time and location of the city council public hearing at least fifteen (15) days prior to the hearing.
- (j) A legal notice of the city council public hearing shall be published in the newspaper at least ten (10) days prior to the hearing.
- (k) The city council shall review the proposed amendment and take action as described in subsection (E) above.
- (1) In addition to subsections (a) through (f) the city strongly encourages that the applicant hold an informational meeting with any applicable neighborhood groups and/or property owners associations prior to proceeding with an application involving a zoning and/or comprehensive plan amendment.
- (m) For proposals initiated by the city to rezone ten or more contiguous acres, subsections (a) through (f) shall be applicable in addition to the following. The city shall hold two advertised public hearings on the proposed ordinance as follows:
 - 1. Public notice of actual zoning changes, including zoning district boundary changes; consolidation or division of existing zones involving substantive changes; and the addition of new zoning districts shall be mailed by first class mail at least thirty (30) days prior to the first city council public hearing to consider the change, to every owner of real property, as identified by the current tax roll, within five hundred (500) feet of the boundaries of the subject parcel(s) to be changed.
 - 2. The community development department shall place a sign on the property to be rezoned announcing date, time and location of the first city council public hearing at least fifteen (15) days prior to the hearing.
 - 3. The first public hearing shall be held at least 7 days after the day that the first advertisement is published. The second hearing shall be held at least 10 days after the first hearing and shall be advertised at least 5 days prior to the public hearing. At least one hearing shall be held after 5 p.m. on a weekday.
 - 4. The required advertisements shall be no less than two columns wide by ten inches long in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18 point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.

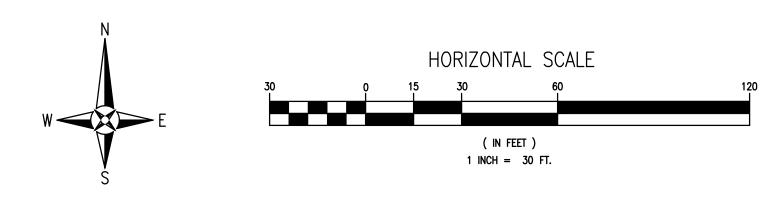
The city council shall review the proposed zoning amendment, and the recommendation of the planning board and either approve, approve with modification or deny the proposed amendment at the first city council public hearing. If the zoning amendment is approved by council, the adoption ordinance will be read two times following the first public hearing.

(2) Small scale development comprehensive plan future land use map amendments. Future land use map amendments which comply with the small scale development criteria in section 163.3187, Florida Statutes, may be considered by the planning board and the city council at any time during the calendar year until the annual maximum acreage threshold is met. The petitioner shall be required to complete the steps

listed above in subsection 12-12-3(F)(1)(a) through (l).

- (3) Comprehensive plan future land use map amendments for other than small scale development activities. Comprehensive plan future land use map amendments for other than small scale development activities shall be considered twice a year by the planning board and the city council.
 - (a) Comprehensive plan future land use map amendment requests must be submitted to the planning department at least thirty (30) days prior to the planning board public hearing.
 - (b) The community development department shall publish a display advertisement in a standard size or a tabloid size newspaper with type no smaller than eighteen (18) point in the headline announcing the planning board and city council public hearings at least seven (7) days prior to the planning board hearing. The advertisement shall be no less than two (2) columns wide by ten (10) inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear.
 - (c) The community development department shall place a sign on the property to be rezoned at least seven (7) days prior to the planning board hearing.
 - (d) The planning board shall review the proposed future land use map amendment at the advertised public hearing and make a recommendation to the city council.
 - (e) The appropriate city council committee shall review the planning board recommendation and report to city council with recommendation for transmittal to the Florida Department of Community Affairs for review and action.
 - (f) The city council shall review the comprehensive plan future land use map amendment at the advertised public hearing and either approve the request for transmittal to the Department of Community Affairs or disapprove the request for transmittal and further consideration.
 - (g) The community development department shall transmit the future land use map amendment request to the Department of Community Affairs, the appropriate regional planning council and water management district, the Department of Environmental Protection and the Department of Transportation. The city shall also transmit a copy of the plan amendment to any other unit of local government or government agency in the state that has filed a written request with the city for the plan amendment.
 - (h) After a sixty-day review period, the Department of Community Affairs shall transmit in writing its comments to the city, along with any objections and any recommendations for modifications.
 - The appropriate city council committee shall review the Department of Community Affairs comments and forward to city council for review and action.
 - (i) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.
 - (k) The community development department shall notify property owners within a five hundred (500) foot radius of the property where the land use is to be changed with a public notice (letter and a map) mailed certified with return receipt at least thirty (30) days prior to the scheduled city council public hearing dates. The public notice shall state the date, time and place of the public hearing.
 - (I) The community development department shall place a sign on the property where the land use is to be changed announcing date, time and location of the city council public hearing at least fifteen (15) days prior to the hearing.
 - (m) The community development department shall publish a display advertisement in a standard size or a tabloid size newspaper, with type no smaller than eighteen (18) point in the headline. The advertisement shall be no less than two (2) columns wide by ten (10) inches long. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be published at least five (5) days prior to the final city council public hearing.
 - (n) Subsections (k) above shall not be applicable to proposals initiated by the city to change the future land use of ten (10) or more contiguous acres. In such cases, the procedure shall be as follows: Public notice of comprehensive plan future land use map, including future land use district boundary changes; consolidation or division of existing future land use districts involving substantive changes; and the addition of new future land use districts shall be mailed by first class mail at least thirty (30) days prior to the city council public hearing to consider the change to every owner of real property, as identified by the current tax roll, within five hundred (500) feet of the boundaries of the subject parcel to be changed.
- (o) The city council shall review the proposed amendment and take action as described in subsection (E) above.





DESCRIPTION: (AS PROVIDED)

THE SOUTH HALF OF LOT 144, FONTANEL PLACE, BEING A SUBDIVISION OF A PORTION OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 1, AT PAGE 34 OF THE PUBLIC RECORDS OF SAID COUNTY.

LOTS 1 AND 2, BOONE PLACE, A SUBDIVISION IN SECTION 49, TOWNSHIP 1 SOUTH, RANGE 30 WEST, DESCRIBED ACCORDING TO PLAT OF SAID SUBDIVISION OF RECORD IN PLAT BOOK 2, AT PAGE 1 OF THE PUBLIC RECORDS OF SAID COUNTY. LESS AND EXCEPT: A PARCEL OF LAND BEING TRIANGULAR IN SHAPE IN THE SOUTHWEST CORNER OF LOT 1, BOONE PLACE SUBDIVISION AS PER PLAT RECORDED IN PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF MAXINE AVENUE AND THE EAST RIGHT OF WAY LINE OF STATE ROAD 291 (DAVIS HIGHWAY); THENCE RUN NORTHEASTERLY 25 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SAID MAXINE AVENUE; THENCE RUN NORTHWESTERLY ALONG A STRAIGHT LINE TO THE EAST RIGHT OF WAY LINE OF SAID STATE ROAD 291 (DAVIS HIGHWAY), AT A POINT 25 FEET NORTH 4 DEGREES 47 MINUTES 30 SECONDS WEST OF THE POINT OF BEGINNING; THENCE SOUTH 4 DEGREES 47'30" EAST 25 FEET TO THE POINT OF BEGINNING.

LOT 3 OF BOONE PLACE LESS AND EXCEPT; THE EAST 75 FEET OF SAID LOT 3, THE SAID BOONE PLACE BEING A SUBDIVISION OF A PORTION OF SECTION 49, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 2, AT PAGE 1, IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA; THE SAID PORTION OF LOT 3 BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 3 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, RUN NORTH ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 179.96 FEET TO THE NORTHERLY LINE OF SAID LOT 3; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3 A DISTANCE OF 11.85 FEET TO THE POINT; THENCE RUN SOUTHEASTERLY ON A LINE PARALLEL TO THE EASTERLY LINE OF SAID LOT 3 AND 75 FEET WESTERLY OF SAID EASTERLY LINE OF SAID LOT 3 FOR A DISTANCE OF 154.5 FEET TO THE SOUTHERLY LINE OF SAID LOT 3, THENCE RUN WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 3 BEING THE NORTHERLY LINE OF 44TH STREET (CHADWICK STREET) FOR A DISTANCE OF 104.12 FEET TO THE POINT OF BEGINNING.

THE EAST 75 FEET OF LOT 3, BOONE PLACE, ACCORDING TO THE MAP OF PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 1, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

GENERAL NOTES:

- 1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE PLAT BEARING OF SOUTH 51°00'00" WEST ALONG THE SOUTHERLY LINE OF LOTS 1 AND 3 AS PER RECORDED PLAT OF BOONE PLACE, PLAT BOOK 2, PAGE 1 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY; COPY OF SAID RECORDED PLAT OF BOONE PLACE, COPY OF RECORDED PLAT OF FONTANEL PLACE; PLAT BOOK 1 PAGE 34 OF SAID PUBLIC RECORDS; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.
- 2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
- 3. VISIBLE UTILITIES WITHIN THE SURVEY LIMITS ARE AS SHOWN HERON.
- 4. THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
- 5. VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
- 6. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, BASED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBER 12033C0380G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.
- 7. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
- 8. NO TITLE SEARCH WAS PERFORMED BY NOR PROVIDED TO THIS FIRM 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 BOUNDARIES OR USE OF THE SUBJECT PROPERTY. 9. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
- 10. THIS SURVEY IS CERTIFIED TO:
 - FOUNTAIN, SCHULTZ & BRIDGEFORD, P.L.L.C.
 - OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY DAVIS IMP, L.L.C.
 - CENTENNIAL BANK

LEGEND:

SET 1/2" DIA RED CAPPED IRON ROD (No. 7916) FOUND 1/2" DIA IRON ROD (UNNUMBERED)

FOUND 1" DIA IRON PIPE (UNNUMBERED) FOUND 1/2" DIA CAPPED IRON ROD (ILLEGIBLE)

DENOTES WOOD UTILITY POLE

DENOTES METAL UTILITY POLE DENOTES SINGLE SUPPORT SIGN

DENOTES CHAIN LINK FENCE

DENOTES WOOD PANEL FENCE DENOTES FIBER OPTIC CABLE MARKER

DENOTES FIRE HYDRANT

DENOTES BACK FLOW PREVENTER

DENOTES FIRE DEPARTMENT CONNECTION DENOTES GAS METER

DENOTES GUY WIRE ANCHOR DENOTES IRRIGATION VALVE

DENOTES WATER METER DENOTES SEWER CLEANOUT

DENOTES ELECTRIC VAULT DENOTES OVERHEAD ELECTRIC

DENOTES LOT NUMBER

DENOTES AIR CONDITIONING DENOTES BACK OF CURB

DENOTES CALCULATED PER FIELD DATA

DENOTES DEED INFORMATION

EOP DENOTES EDGE OF PAVEMENT DENOTES FIELD INFORMATION

DENOTES PLAT INFORMATION

DENOTES PLAT BOOK

DENOTES PAGE

R/W DENOTES RIGHT OF WAY

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HERON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

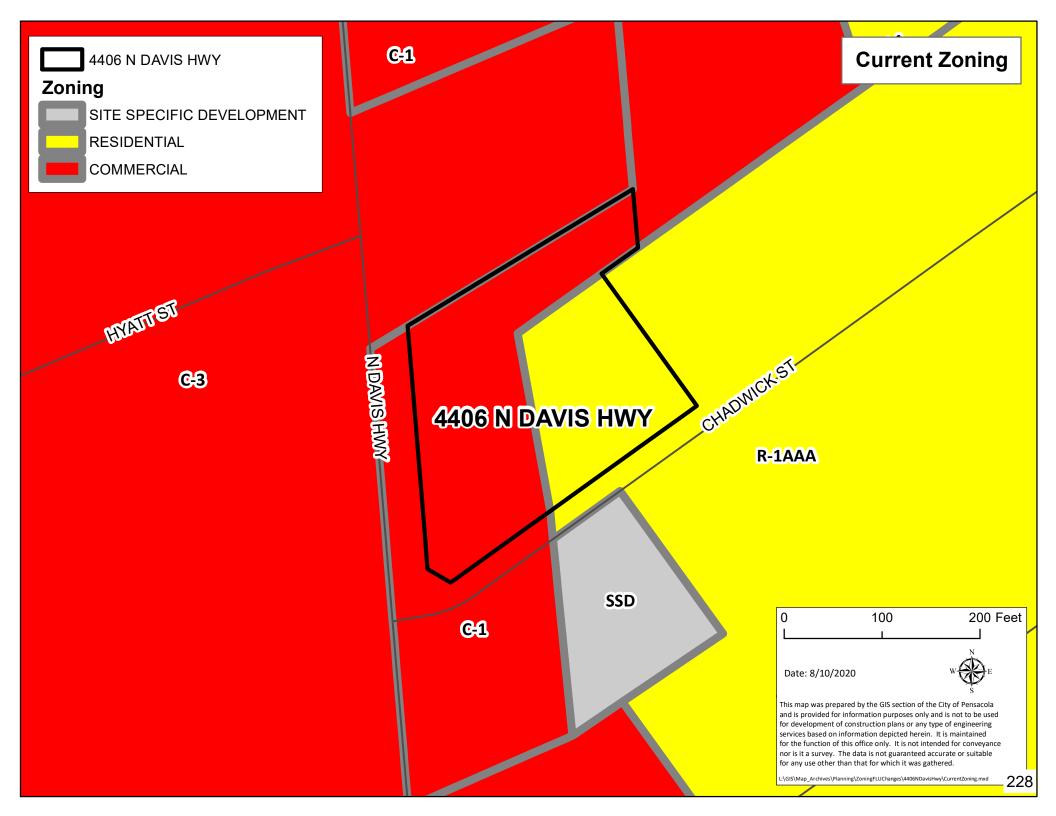
BY: MARK A. NORRIS FLORIDA REGISTRATION No. 6211 DATE

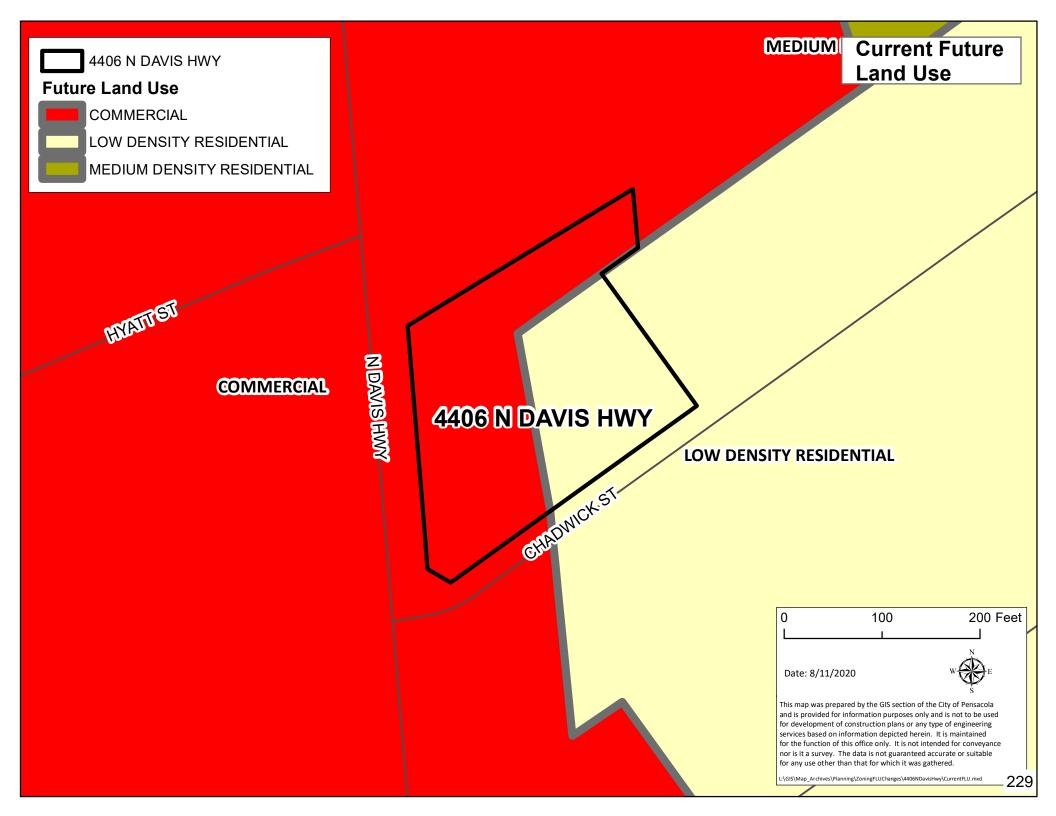
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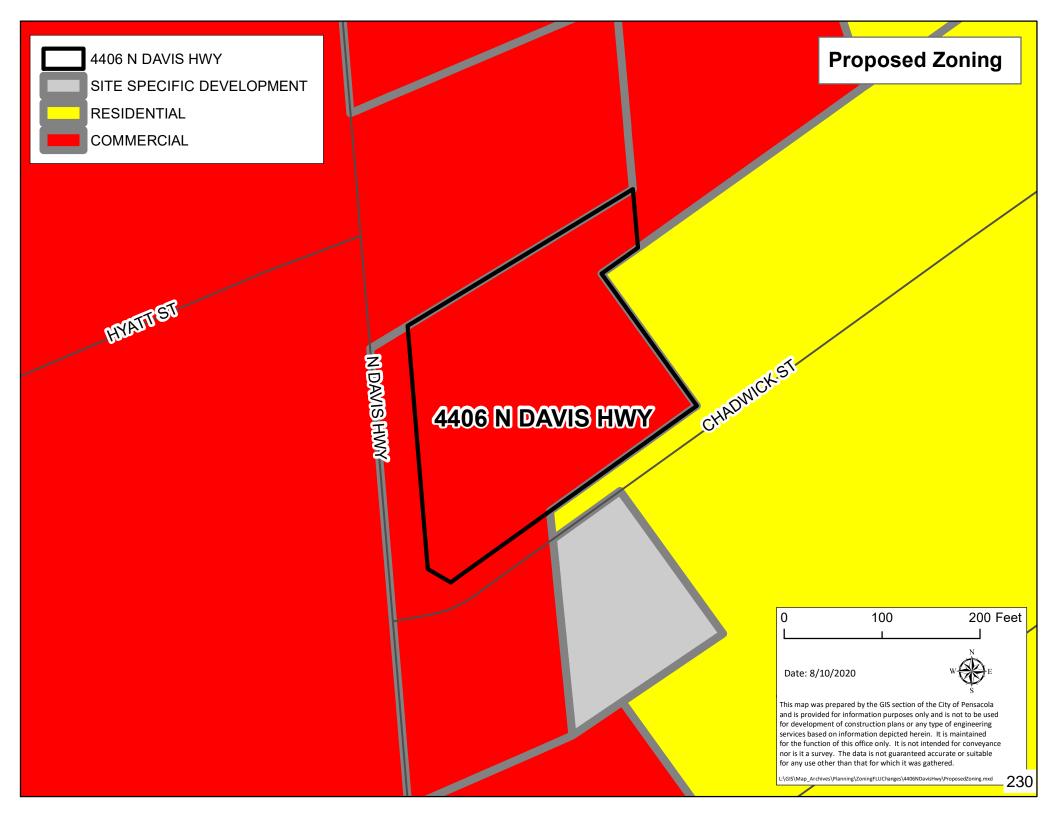
SURVE

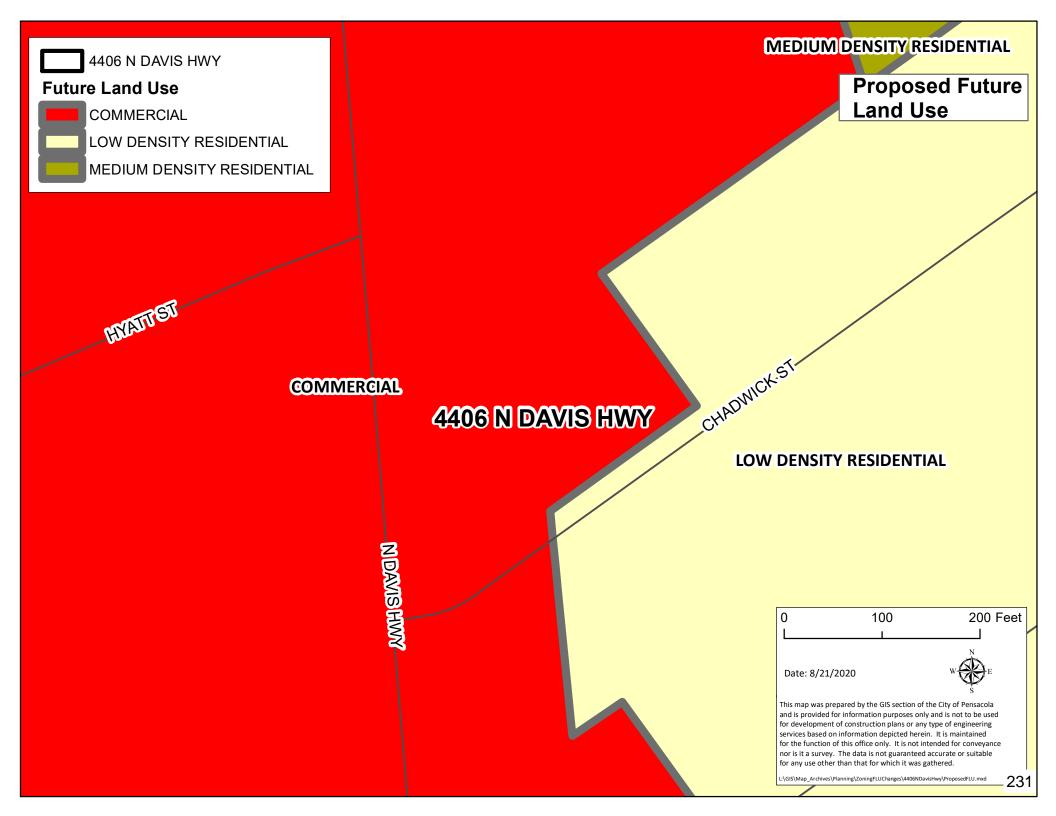
S 4°47'30" W NORTHEASTERLY 25.00' (D) 25.00'(D) POINT OF BEGINNING
(LESS AND EXCEPT FROM LOT 1) N 68'38'39" W INTERSECTION OF THE N R/W 24.73' (F)⊸ MAXINE AVENUE AND THE E NORTHWESTERLY (D) R/W STATE ROAD 291

─S 50°54'07" W 38.66' (F) AREA TO BE REZONED FROM R-1AAA TO C-1 AND FLU FROM LDR TO C (LESS AND EXCEPT FROM LOT 3) SW CORNER OF LOT 3, BOONE PLACE (PB 2 PG 1)









Review Routing Meeting: September 15, 2020

Project: 4406 N Davis Hwy

Department: Comments:

FIRE No comments.

PW/E No comments.

InspSvcs No comments.

ESP No comments.

ECUA No comments.

GPW No comments.

ATT No comments.

From: Diane Moore

Sent: Tuesday, August 11, 2020 10:57 AM

To: Cynthia Cannon

Subject: RE: Rezoning Application - 4406 N Davis Hwy

Pensacola Energy has no comments on this rezoning request.

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

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For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com

Notice: 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: Tuesday, August 11, 2020 10:08 AM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie

Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball

| Skimball@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>; Mark Jackson
- <MaJackson@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: Rezoning Application - 4406 N Davis Hwy

Good Morning All,

Please see the attached request before the Planning Board for a rezoning at 4406 N Davis Hwy. Please provide comments *by close of business on Friday. August 21, 2020*.

From: Andre Calaminus <andre.calaminus@ecua.fl.gov>

Sent: Tuesday, August 11, 2020 3:03 PM

To: Cynthia Cannon

Subject: [EXTERNAL] RE: Rezoning Application - 4406 N Davis Hwy

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Cynthia,

The rezoning request does not impact any ECUA utility connections or operations, therefore, ECUA has no comment.

Thanks,

Andre Calaminus | Right of Way Agent | Emerald Coast Utilities Authority |

P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: www.ecua.fl.gov |

Phone: (850) 969-5822 | Fax: (850) 969-6511 |

From: Cynthia Cannon < CCannon@cityofpensacola.com>

Sent: Tuesday, August 11, 2020 10:08 AM

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
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- <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom
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- <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: Rezoning Application - 4406 N Davis Hwy

**WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders **

Good Morning All,

Please see the attached request before the Planning Board for a rezoning at 4406 N Davis Hwy. Please provide comments *by close of business on Friday. August 21, 2020*.

Thank you!

Cynthia Cannon, AICP

Assistant Planning Director
Visit us at http://cityofpensacola.com
222 W Main St.
Pensacola, FL 32502

From: Annie Bloxson

Sent: Wednesday, August 12, 2020 3:27 PM

To: Cynthia Cannon

Subject: RE: Rezoning Application - 4406 N Davis Hwy

Good Evening,

I do not oppose the request to rezone 4406 N. Davis Hwy.

Respectfully,

Annie Bloxson

Fire Marshal
Visit us at PensacolaFire.com
475 E. Strong St.

Pensacola, FL 32501 Office: 850.436.5200

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>

Sent: Tuesday, August 11, 2020 10:08 AM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie

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- <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay
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- <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T)



MINUTES OF THE PLANNING BOARD October 13, 2020

MEMBERS PRESENT: Chairperson Paul Ritz, Board Member Grundhoefer, Board

Member Murphy, Board Member Sampson

MEMBERS VIRTUAL: Board Member Powell

MEMBERS ABSENT: Board Member Larson, Board Member Wiggins

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation

Planner Harding, Assistant City Attorney Lindsay (virtual), Planning Director Morris (virtual), Building Official Bilby (virtual), Sustainability Coordinator Jackson, Network

Engineer Johnston

OTHERS VIRTUAL: Councilperson Myers, Robert Rushing, Tom Paux, Leah

Welborn, Ken Williams, Bryan Russell, Colleen Becton, Scott

Sallis

OTHERS PRESENT: Philip Partington, Brian Spencer, Jason Rebol, Kerry Anne

Schultz

AGENDA:

Quorum/Call to Order

Approval of Meeting Minutes from August 11, 2020.

• New Business:

Admirals Row Aesthetic Review – S. Palafox Waffle House 401 E. Gregory

Aragon Mail Covering

4406 N Davis Hwy Rezoning Lanier Place Subdivision Plat

Carver Darden Sign Variance

Council Myers Tree Ordinance Amendment

Engineering Proposed Tree Ordinance

- Open Forum
- Discussion on the Proposed Amendment to the Tree Ordinance
- Adjournment

222 West Main Street Pensacola, Florida 32502

www.cityofpensacola.com

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:02 pm with a quorum present and explained the procedures of the Board meeting.

Approval of Meeting Minutes

1. Board Member Powell made a motion to approve the August 11, 2020 minutes, seconded by Board Member Sampson, and it carried unanimously.

New Business

2. Carver Darden Sign Variance – Chairperson Ritz advised this item was a quasi-judicial matter. Assistant Planning Director Cannon stated Carver Darden submitted a Variance application to the maximum signage allowance requirements for the building located at 151 W. Main Street, which is in the Waterfront Redevelopment District (WRD). Per Section 12-4-4, Signs and Section 12-2-12 (C) (4) (a), Redevelopment Land Use District, of the Land Development Code, the following regulations apply in the WRD:

"Size: Ten (10) percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed fifty (50) square feet. Buildings exceeding five (5) stories in height: one attached wall sign or combination of wall signs not to exceed two hundred (200) square feet and mounted on the fifth floor or above."

This request has been routed through the various City departments and utility providers. Chairperson Ritz read the seven (7) variance criteria noting special conditions of street frontage.

He emphasized that the burden of proof would lie with the applicant.

Mr. Rushing presented to the Board and stated only one side of the building was visible from Main Street. He emphasized the importance of signage for a law firm. He also stated they would not return to ask for additional signage if the variance request was approved. He indicated their firm occupied the entire second floor and had no signage facing the northwest corner. Chairperson Ritz referred to the variance criteria for reference. In considering No. 2 of the variance criteria for special conditions, it was determined that the applicant was not a tenant when the signage was originally allocated to other businesses. Staff referenced the WRD maximum allowed signage of 50 sq. ft. per elevation. Mr. Paux stated the tenants on the first floor used 39 sq. ft. and Chairperson Ritz explained 11 sq. ft. were unclaimed; the sign being requested was 50 sq. ft., which would be 39 sq. ft. beyond the maximum allowed. Board Member Murphy was concerned this might be considered a special privilege (No. 3) and could set an unwanted precedent for future developments in WRD. The other tenants signage located on the first floor of 151 Main Street averaged 13 sq. ft per sign. It was pointed out the applicant's firm occupied the entire second floor which was the reason for the larger sign request. Chairperson Ritz explained that the actual question was whether 50 sq. ft. was the minimum request that would make it possible for the reasonable use of this land. He felt the answer was "no" since 50 sq. ft. was the maximum allowed per elevation in the WRD. Board Member Grundhoefer agreed. On No. 6 and 7 of the variance criteria, the Board members agreed the request would not be injurious or impair the public health, etc. They also agreed in Section 12-13-3 (E)(1)(a) the variance would not detract from the architectural integrity, and (b) the only injurious aspect might be the comparison to other tenants in the same building. Staff exhibited the boundaries of the WRD. Board Member Grundhoefer

offered this was dealing with a tenant who occupied an entire floor. Board Member Grundhoefer suggested the applicant could go to the landlord on the premise they occupy 50 percent of the building and should have 50 percent of the signage. Board Member Powell referred to No. 1 in the variance criteria indicating this situation might be considered "peculiar to the land" since this building was not considered in the master plan. Chairperson Ritz agreed that this did present a unique condition with the property, street frontage, etc., and it was not the applicant's fault (No. 2) that the building owner might have allowed the other signs to be put in place, however, all the other variance items needed to be met. Mr. Rushing referenced Ascension having three spaces with signs extending over all the spaces. He also emphasized that they did not cause the issue (No. 2). In No. 3, he explained a variance itself was asking for something special, and they were not asking for anything out of line. Considering No. 4, being on the second floor was a problem for their clients since they were always asking for their location. He offered that when looking up at the second floor, 66 sq. ft. (No. 5) would have offered better visibility; however, they minimized their request to 50 sq. ft. He also noted that none of the solicited departments indicated anything that would impair the public welfare (No. 6). He felt they had met the criteria and requested the Board consider what they put forward and grant the variance. Board Member Powell made a motion to approve the variance, seconded by Chairperson Ritz, and it failed 2 to 3 with Board Members Murphy, Grundhoefer and Sampson dissenting. The dissenting Board members stated criteria No. 3 had not been met. Board Member Grundhoefer explained it was unfortunate that the landlord gave all the square footage to the small tenants and not to the major tenant. He advised he would support 25 sq. ft. (14 sq. ft. beyond the maximum allowed) on the second floor which would grant 14 additional sq. ft. for the tenants on the ground floor. Assistant City Attorney Lindsay explained that might not be something the applicant was willing to do

questioned if the Board wanted to set a precedent with this building since there would be future buildings in the Maritime Park area asking for signage. Board Member Powell

Board Member Grundhoefer made a motion to approve a 25 sq. ft. sign for Carver Darden plus 39 sq. ft. for the remaining tenants maintaining their current square footage, seconded by Chairperson Ritz, and it failed 2 to 3 with Board Members Murphy, Sampson and Powell dissenting. Chairperson Ritz informed the client that the appeal process was the next step.

based on their presentation. Chairperson Ritz explained the first floor tenants would get 14 additional sq. ft. and the applicant would get 25 sq. ft. He asked if this counter proposal were approved would the applicant still be able to address Council for the original request, and Counsel stated they still had their appeal rights, but the Board could make that motion

3. Admirals Row Aesthetic Review - S. Palafox

and perhaps that would be the solution people would reach.

Admirals Row, LLC, is requesting an aesthetic review for minor revisions to their previously submitted plans for a new multi-family development, "Admiral's Row", located in the SPBD, South Palafox Business District. New developments in the SPBD are subject to Sections 12-2-81 (C), approval procedure, and 12-2-82 (D), design standards and guidelines, aesthetic review provisions, as well as the additional provisions in Section 12-2-13 (E).

Chairman Ritz indicated he shared an office space with the applicant's architectural firm but was not an employee of that firm. Mr. Partington presented to the Board and stated they were not increasing the number of units, and the parking spaces remained the

same. They were moving the domestic water service to the south end of the drive. He explained the prior submission was four habitable floors over parking with a parapet roofline. They were now adding an additional floor, with the fourth and fifth floors changing from the lower floors with three units apiece; they propose one unit on the fourth floor and two units on the fifth floor on Building B. Building C on the street has been eliminated and is now part of the covered parking. Building A has seven units. He stated they were within their height limit and required no variances. Chairman Ritz still considered the building bringing life to an abandoned property and had no issues or concerns.

Board Member Powell made a motion to approve, seconded by Board Member Sampson, and with no speakers, it carried unanimously.

4. Waffle House 401 E. Gregory

Ken Williams, Vice President, Waffle House, Inc. is requesting aesthetic review for a remodel of the Waffle House located at 401 E. Gregory Street, which is located in the Gateway Redevelopment District (GRD). All existing exterior walls and roof will remain. No changes are being proposed to the parking lot; however, it will be repaved. Mr. Williams presented to the Board and stated they had reduced the number of parking spaces and added landscaping; the building itself would look the same but newer. The interior would be entirely remodeled, and it was determined the number of parking spaces met the Code requirement.

Board Member Grundhoefer made a motion to approve as submitted, seconded by Board Member Murphy, and it carried unanimously.

5. Aragon Mail Covering

Scott Sallis, Dalrymple Sallis Architecture, is requesting approval for a new one-story mailbox covering/pavilion behind the existing Aragon Community Garden shed. Building materials include painted composite siding and trim work and painted wood structure with metal roofing to match the existing shed roofing.

Chairperson Ritz and Board Member Murphy had no concerns with the request. Mr. Sallis presented to the Board and stated they had not received the written approval from the Aragon ARB.

Board Member Powell made a motion to approve, seconded by Board Member Murphy, and it carried unanimously.

6. 4406 N Davis Hwy Rezoning

Davis IMP, LLC are requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 4406 N. Davis Highway and identified by parcel number 49-1S-30-9101-000-001. The property is currently zoned R-1AAA, Residential Zoning District and the existing Future Land Use (FLU) designation is LDR, Low Density Residential. The applicant is proposing to amend the zoning district to C-1, Commercial Zoning District and the FLU to Commercial for a medical office.

Chairperson Ritz stated this location was a commercial corridor of Davis Highway, and this area was getting a more medical flavor.

Mr. Rebol addressed the Board and stated part of the building was located in the residential zone, and in order to construct the expansion of the facility, the rezoning and FLUM were necessary. He also stated the required buffers between residential and commercial would be addressed. Ms. Schultz, the attorney for the applicant, stated Sacred Heart had been

the tenant, and they were expanding the building for additional physician offices. She stated she believed they had met all the requirements for the rezoning and FLUM and indicated there had been no negative comments from other departments. They asked the Board for approval in order to proceed to Council for the project. Chairman Ritz explained the C-1 zoning would be lightest commercial zoning.

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

7. Lanier Place Subdivision Plat

Spetto Properties is requesting a combined preliminary and final plat approval for the Lanier Place Subdivision located at 7011 Lanier Drive. One parcel zoned R-1AA will be subdivided into four lots to accommodate single-family residences. This is considered a minor subdivision.

Mr. Rebol presented to the Board and stated they were proposing a 4-lot subdivision, consisting of 4 50' lots. He explained the existing structure would be demolished. He advised subdivision would have a stormwater component placed on the east side in a swell configuration acting as a bio-retention system. He indicated they would work to save the existing trees.

Board Member Murphy made a motion to approve as presented, seconded by Board Member Grundhoefer, and it carried unanimously.

8. Council Myers Tree Ordinance Amendment

Chairperson Ritz explained that Item 8 and 9 were very similar and advised the Board to talk about them simultaneously, but the vote would be individually.

Proposed LDC Amendment to Section 12-6-4 – Landscape and Tree Protection Plan – Added language: Prior to approval all landscape and tree protection plans shall be posted to the city's website and a copy sent to the council person in whose district the permit will be issued. Such notice requirement will be posted two weeks prior to any approval of a landscaping plan.

Engineering Proposal - Proposed LDC Amendment to Section 12-6 Tree and Landscape Regulations -

- Staff recommends that all tree removal, pruning, and plantings be reviewed and approved by one designated arborist. This provides a more efficient and straightforward process for the public when dealing with the City's Urban Forest.
- Staff recommends that as a part of the Notice of removal for two-plus heritage trees or ten plus protected trees, that signage be posted two weeks before removal. Additionally, Notice will be given to the appropriate councilperson in which district the removal is taking place.
- Staff made changes to provide clarity as to when trees shall be planted.
- Staff revisions take into account the Florida Statute 163.045.
- Staff recommends changes to the Tree Fund so that it allows for both planting and maintaining trees and may be authorized by City Council to fund an arborist. Furthermore, staff recommends the grant program be reduced to 50% and \$5,500.00 max; also, that the City's designated arborist review grant projects to ensure appropriate measures are taken to ensure the health of the project.

Assistant Planning Director Cannon explained we would want one ordinance to move forward to Council, and staff was available to assist with this process. Chairperson Ritz advised Item 8 addressed the notification process, while Item 9 contained more in-depth coverage.

Councilperson Meyers addressed Item 8. For background information, she had observed a sign indicating tree removal in her district which had no means for contact; a day later when she returned to the site, at least one-third of the trees had been removed with no adequate notice posted. She advised that the proper notice would give an opportunity to look at a plan before it was approved and possibly talk to the developer to have a conversation. She explained we do not have adequate notice to make sure that Urban Forests are protected. She felt the public wanted more notification than what they were getting before the Urban Forests and trees were destroyed.

Mr. Bilby stated relating to the City's draft, they were trying to simplify and streamline the tree ordinance to create a one-person, one-department ordinance where citizens and city administration would know where to go. He indicated they did incorporate all of Councilperson Meyers' language into this draft, and it was reviewed by administration and legal. The only thing they did not include was the delay of an approved project. They did allow for the length of time signage would need to be there, and the 311 number for calling the City, or another number for later on, was to be placed on the sign. The administration wanted someone identified on the signage where citizens could go to ask questions. Language was also included to notify the appropriate Council person for a review of a tree and landscape plan in their district. They also made requirements to strengthen heritage trees, getting a permit for pruning heritage trees, and removed the \$1000.00 cap on the residential mitigation fees for a new development. They believed this was a working fluid document, and as they perform tree canopy studies, eventually they will fix some of the types working on this document for the next few years. They thought it important to get a certified arborist on staff or on contract to help with this process. They also cleaned up language that was conflicting with the LDC or was not worded correctly.

Board Member Murphy wanted to know in the current process for the developer to come to the Inspections Department, what was required before they could develop the land. Mr. Bilby advised the applicant would need a landscape plan developed in accordance with the ordinance prepared by a certified landscape architect or a civil engineer or architect per the ordinance. He stated some developers come in for an initial development review ahead of the project, and some come in for actual submittal. Those that have not looked at the ordinance, have the plans returned to them for revisions. The typical review time for a commercial project with landscape review is between 3 and 4 weeks, depending on their workload. If revisions are required, another week or two might be required. They cannot hold up a building permit for a state regulatory permit which is clear in the State statute; permits are issued once everything meets City code. He advised they could withhold CO's for state permits, but they cannot withhold a building permit per the State statute, which took away a lot of the requirements to hold permits and development permits until all the State permits were collected.

Board Member Murphy explained there was a review period between the time the developer first contacts the City and the time they put the shovel in the ground. She indicated many municipalities already have a review by a planning board or staff and an arborist before any tree and landscape plan is approved and building permit is okayed. She asked could there not be an ordinance to allow for that review while we are still reviewing the ordinance to protect the tree canopy. Mr. Bilby stated it was the responsibility

of the reviewer to reach out to the Council member in that district to notify them that a tree and landscape removal permit was submitted; that review process takes 3 to 4 weeks. Chairperson Ritz asked if Item 9 covered the timeframe, and Board Member Murphy stated it did not. Mr. Bilby explained they required a two-week period for notification signs prior to tree removal - 12-6-4 (D) Item 9. Board Member Murphy stated there needed to be a notification to the public possibly on the website. Chairperson Ritz explained Item 8 was more of a notice, whereas Item 9 contained not only a notice aspect but also additional restrictions for heritage trees and tree issues. He preferred seeing Item 9 for tree protection as well as notification go forward to Council. Board Member Grundhoefer explained the Board could not accept both items because they conflict. Councilperson Meyers stated based on what Mr. Bilby said, she only addressed the notice, but she believed Item 9 was more comprehensive and did not object to that. She wanted to make it clear that when the Council member was noticed, she believed every Council member would make sure their constituents were noticed, and it would give opportunity to talk to the developers who mostly want to be good neighbors. She did feel this was a good start and appreciated Board Member Murphy's strong advocacy on behalf of trees and the environment. She indicated Council could approve it as is or make suggestions on how to make it better. Mr. Bilby confirmed the notification was under 12-6-4 (D) The City designated Arborist will notify the councilperson in which the removal is requested.

Board Member Grundhoefer asked the difference between cutting in a development and cutting trees on private property. Mr. Bilby stated current language states the applicant must go to Parks and Recreation to obtain a tree removal permit. Where there is already a single-family dwelling, the requirement is only for a heritage tree, and that language was not amended other than it was streamlined to one person-one department, with the City's designated arborist as the reviewer; the prunage of heritage trees was applicable to a permit which is handled by Parks and Recreation. As long as it was not the development of a project, the City would not see it. Chairperson Ritz explained the document was adding protection for heritage trees on residential property. Councilperson Meyers stated she was committed to finding the money to support an arborist. Chairperson Ritz stated 12-6-10 (C) contained language that the Tree Trust Fund could be used to fund the City's arborist.

Board Member Murphy made a motion to deny Item 8, seconded by Board Member Grundhoefer, and it carried unanimously.

9. Engineering Proposed Tree Ordinance

Board Member Murphy made a motion to approve Item 9 as written and presented, seconded by Board Member Powell, and it carried unanimously.

Open Forum – None

Discussion on the Proposed Amendment to the Tree Ordinance

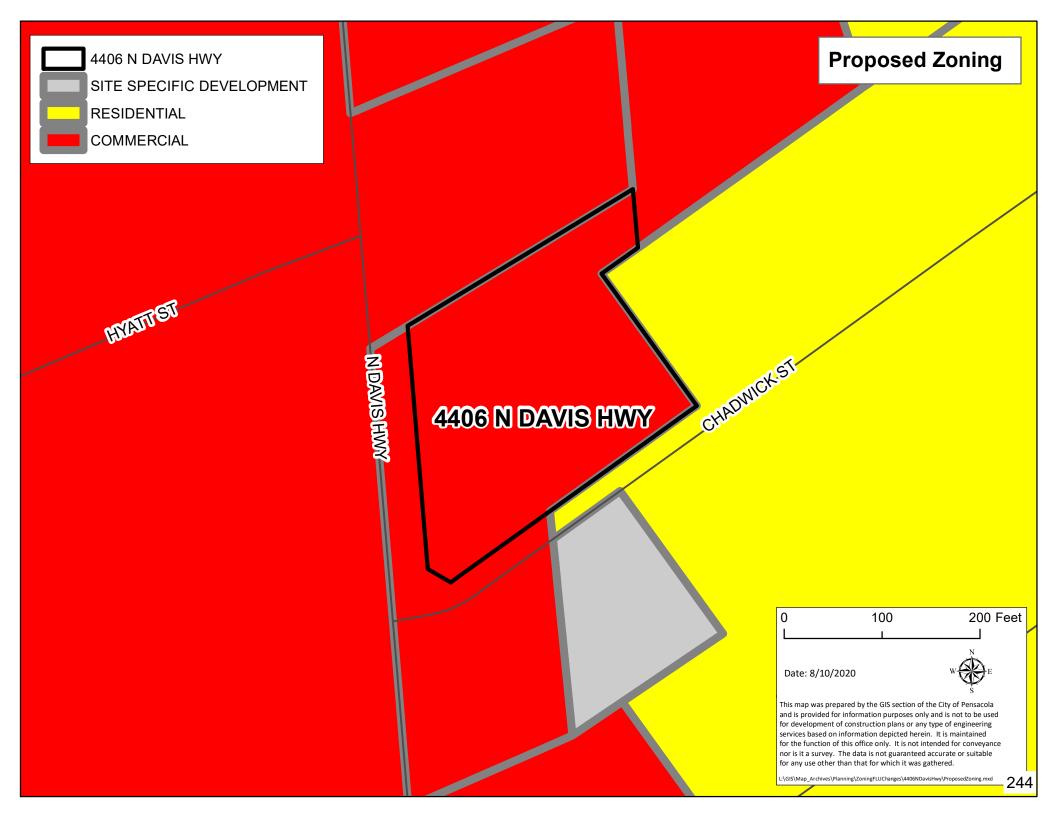
Ms. Murphy stated she had been in contact with both professors to come up with a game plan and workshop. She had distributed videos to Councilperson Meyers and Assistant Director Cannon to distribute to the Board members to know what the discussion topics would be.

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 5:00 pm.

Respectfully Submitted,

Cynthia Cannon, AICP Assistant Planning Director Secretary to the Board



H STORION A

City of Pensacola

Memorandum

| File #: 20-00632 City Council | 11/12/2020 |
|-------------------------------|------------|
|-------------------------------|------------|

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - LANIER PLACE SUBDIVISION

RECOMMENDATION:

That City Council conduct a quasi-judicial hearing on November 12, 2020, to consider approval of the Final Subdivision Plat, Lanier Place Subdivision.

HEARING REQUIRED: Quasi-Judicial

SUMMARY:

Spetto Properties is requesting a combined Preliminary/Final Subdivision Plat approval for a new minor residential subdivision, Lanier Place Subdivision, located at 7011 Lanier Drive. The property is zoned R-1AA (One and Two-Family/Medium Density Residential). The proposed subdivision will create a total of four (4) single-family residential lots. The lots will comply with the applicable zoning regulations.

On October 13, 2020, the Planning Board unanimously recommended approval of the request.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

10/19/2020

File #: 20-00632 City Council 11/12/2020

STAFF CONTACT:

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

ATTACHMENTS:

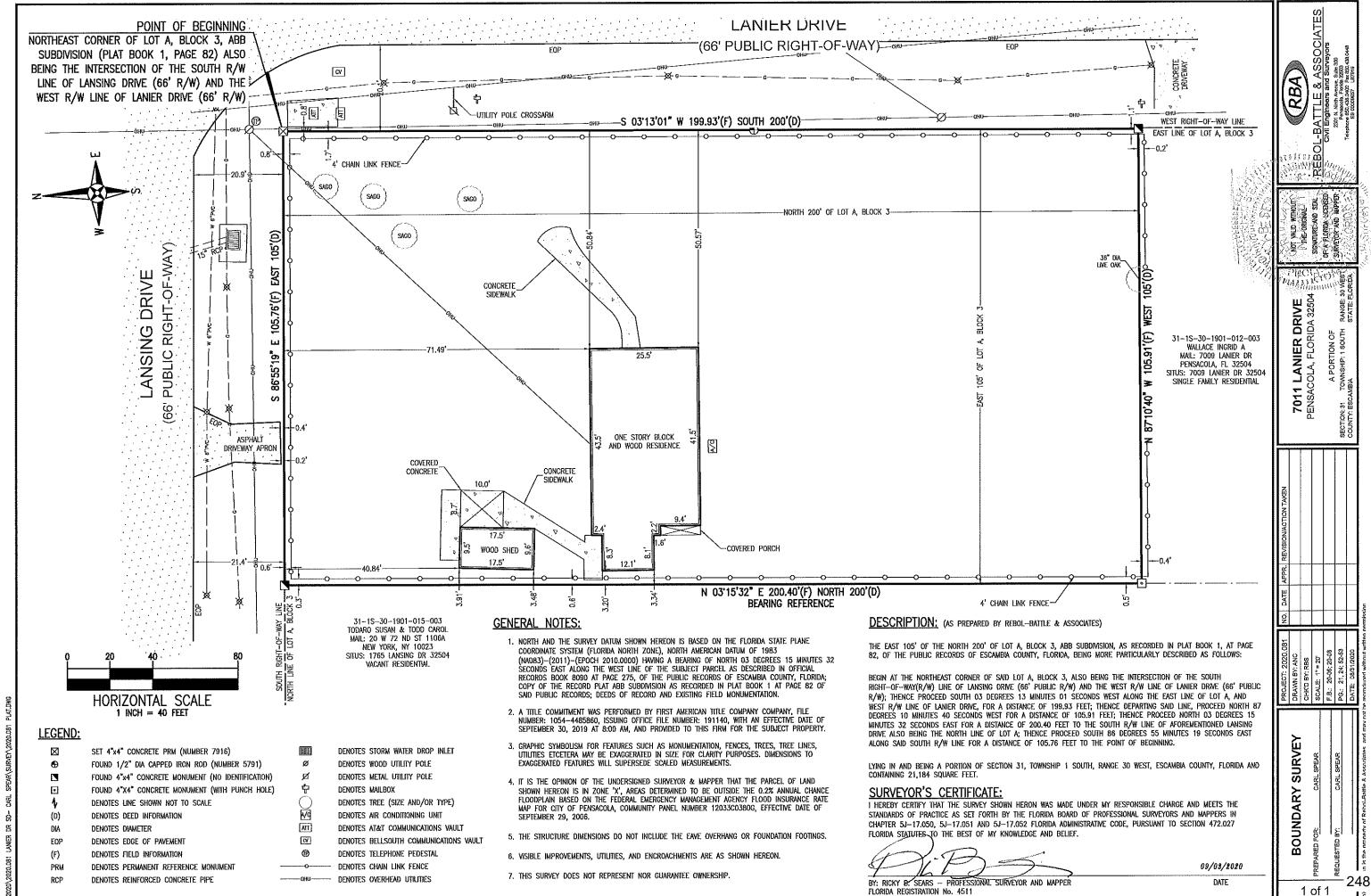
1) Lanier Place Subdivision Preliminary and Final Plat Application

2) Planning Board Minutes October 13 2020 DRAFT

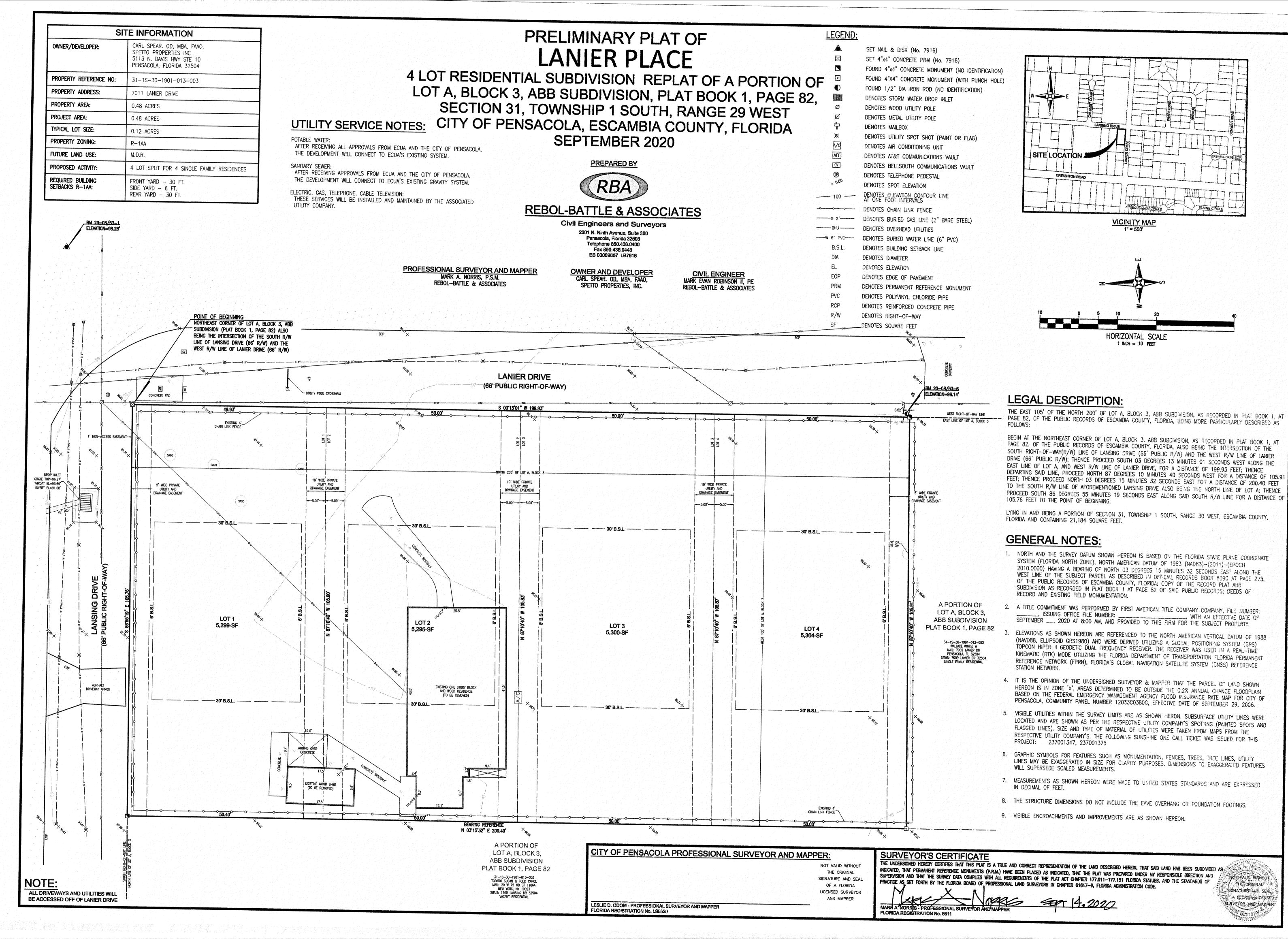
PRESENTATION: No

SUBDIVISION PLAT

| Please Check Application Type: | ** Compa |
|---|--|
| Preliminary & Final Plat Submission Prelimina | ion (> 4 lots) ary Plat Submission ,000.00 + \$25/lot Final Plat Submission Fee: \$1,500.00 + \$25/lot |
| [Resubmittal: ½ the initial fee; Rescheduling to Planning Boar | |
| Applicant Information | Owner Information (if different from applicant) |
| Name: Spetto Properties | Name: |
| Address: 5113 N. Davis HWY Fensacola, FL 32503 | Address: |
| Phone: 850-393-6953 | Phone: |
| Fax: | Fax: |
| Email: Chspear agmail-com | Email: |
| Property Information | |
| Location/Address: 7011 LANIER DRIVE | |
| | |
| Subdivision Name: Lanier Place | |
| # of Parcels to be Subdivided: Parcel ID | #(s): 31-15-30-1901-013-003 |
| # of Existing Lots: #of Proposed Lots: | Total Acreage: 0.48 |
| Legal Description: Please attach a full legal description from de | |
| | · |
| Type of Subdivision:Residential* [*If residential, see reverse for open space requirement | Non-Residential |
| Will a Variance from the Subdivision Regulations be requested | for the project (Sec. 12-8-7)? VES NO |
| _ | 100 me project (Sec. 12-6-7):1E51NO |
| 3 7 1 | |
| | |
| | |
| I, the undersigned applicant, understand that payment of these fees doe will be made. Also, I understand that any resubmissions based on non- | compliance with City subdivision and/or development requirements |
| will result in one-half (1/2) the initial application fee. I have reviewed understand that I must be present on the date of the Planning Board me | a copy of the applicable zoning and subdivision requirements and eting. |
| | |
| Signature of Applicant | Date |
| (Owner of Property or Official Representative of Owner) | E USE ONLY |
| Zone: District: | S ONE ONL! |
| | |
| Application Fee: | Receipt #: |
| Open Space Requirement (acres or \$): | Receipt #: |
| Planning Board Date: Recommendation: | |
| Council Date: Action: | · |
| Recording Date: Map Bl | k/Pg: |



FLORIDA REGISTRATION No. 4511



PREPARED BY (RBA)

REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400
Fax 850.438.0448
EB 00009657 LB7916

UTILITY SERVICE NOTES

ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION:

AFTER RECEIVING ALL APPROVALS FROM ECUA AND THE CITY OF

PENSACOLA, THE DEVELOPMENT WILL CONNECT TO ECUA'S EXISTING SYSTEM.

AFTER RECEIVING APPROVALS FROM ECUA AND THE CITY OF PENSACOLA,

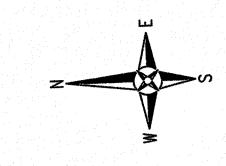
THE DEVELOPMENT WILL CONNECT TO ECUA'S EXISTING GRAVITY SYSTEM.

THESE SERVICES WILL BE INSTALLED AND MAINTAINED BY THE ASSOCIATED

SET 4"x4" CONCRETE PRM (NUMBER 7916)

DENOTES PERMANENT REFERENCE MONUMENT

FOUND 4"x4" CONCRETE MONUMENT (NO IDENTIFICATION)
FOUND 4"x4" CONCRETE MONUMENT (WITH PUNCH HOLE)



1 INCH = 20 FT. (22"x34")

GENERAL NOTES:

AM, AND PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY.

8. ALL DRIVEWAYS AND UTILITIES WILL BE ACCESSED OFF OF LANIER DRIVE

7. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.

FINAL PLAT OF LANIER PLACE

4 LOT RESIDENTIAL SUBDIVISION REPLAT OF A PORTION OF LOT A, BLOCK 3, ABB SUBDIVISION, PLAT BOOK 1, PAGE 82, SECTION 31, TOWNSHIP 1 SOUTH, RANGE 29 WEST CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA SEPTEMBER 2020

OWNER AND DEVELOPER
SPETTO PROPERTIES, INC.
5113 N DAVIS HIGHWAY, SUITE 10
PENSACOLA, FLORIDA

CIVIL ENGINEER

MARK EVAN ROBERTSON II, P.E.
REBOL-BATTLE & ASSOCIATES
2301 N. NINTH AVENUE, SUITE 300
PENSACOLA, FLORIDA 32503

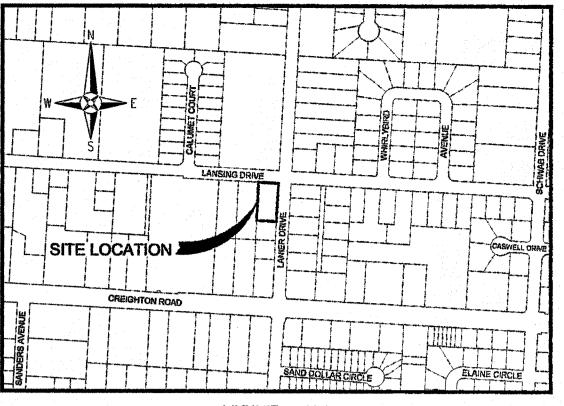
PROFESSIONAL SURVEYOR AND MAPPER

MARK A. NORRIS, P.S.M.

REBOL-BATTLE & ASSOCIATES

2301 N. NINTH AVENUE, SUITE 300

PENSACOLA, FLORIDA 32503



VICINITY MA

DESCRIPTION

THE EAST 105' OF THE NORTH 200' OF LOT A, BLOCK 3, ABB SUBDIVISION, AS RECORDED IN PLAT BOOK 1, AT PAGE 82 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT A, BLOCK 3, ABB SUBDIVISION, AS RECORDED IN PLAT BOOK 1, AT PAGE 82, ITHE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, ALSO BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY(R/W) LINE OF LANSING DRIVE (66' PUBLIC R/W) AND THE WEST R/W LINE OF LANIER DRIVE (66' PUBLIC R/W); THENCE PROCE SOUTH 03 DEGREES 13 MINUTES 01 SECONDS WEST ALONG THE EAST LINE OF LOT A, AND WEST R/W LINE OF LANIER DRIVE OF 199.93 FEET; THENCE DEPARTING SAID LINE, PROCEED NORTH 87 DEGREES 10 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 105.91 FEET; THENCE PROCEED NORTH 03 DEGREES 15 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 200.40 FEET TO THE SOUTH R/W LINE OF AFOREMENTIONED LANSING DRIVE ALSO BEING THE NORTH LINE OF LOT A; THENCE PROCEED SOUTH 86 DEGREES 55 MINUTES 19 SECONDS EAST ALONG SAID SOUTH R/W LINE FOR A DISTAN OF 105.76 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA A CONTAINING 21,184 SQUARE FEET.

DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT CARL SPEAR. OD, MBA, FAAO, AUTHORIZED AGENT, SPETTO PROPERTIES, INC., OWNERS OF THE LAND HEREIN DESCRIBED AND PLATTED KNOWN AS LANIER PLACE, HEREBY DEDICATE THE DRAINAGE AND UTILITY EASEMENTS TO THE DEVELOPER OR THEIR ASSIGNS, AND AUTHORIZE AND REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

IN WITNESS WHEREOF, CARL SPEAR. OD, MBA, FAAO, AUTHORIZED AGENT, OUR SPETTO PROPERTIES, INC., ARE QUALIFIED TO DO BUSINESS IN THE STATE OF FLORIDA HAS CAUSED THESE PRESENTS TO BE MADE AND SIGNED IN ITS NAME BY ITS

SIGNATURE

CARL SPEAR. OD, MBA, FAAO,
AUTHORIZED AGENT
SPETTO PROPERTIES, INC.

PRINT

STATE OF FLORIDA, COUNTY OF ESCAMBIA

BEFORE THE SUBSCRIBER PERSONALLY APPEARED ______, KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING AND INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH. THEY ARE PERSONALLY KNOWN TO ME AND THEY DID NOT TAKE AN OATH. GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _______, 2020.

CERTIFICATE OF COUNTY CLERK:

NOTARY PUBLIC, STATE OF FLORIDA

I, PAM CHILDERS, CLERK OF COURTS OF ESCAMBIA COUNTY, FLORIDA HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT CHAPTER 177 FLORIDA STATUTES AND THE SAME WAS RECORDED ON THE _____ DAY OF _____ OF THE PUBLIC RECORDS OF SAID COUNTY.

PAM CHILDERS, CLERK OF COURTS ESCAMBIA COUNTY, FLORIDA

CITY COUNCIL CERTIFICATE:

I, ERICKA L. BURNETT, CITY CLERK OF THE CITY OF PENSACOLA, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON THE _____ DAY OF ______, 2020, AND WAS APPROVED BY SAID COUNCIL.

CITY CLERK OF THE CITY OF PENSACOLA

CITY OF PENSACOLA PROFESSIONAL SURVEYOR AND MAPPER STATEMENT:

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, BY THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER FOR THE CITY OF PENSACOLA.

LESLIE D. ODOM
PROFESSIONAL SURVEYOR & MAPPER
LICENSE No. LS6520

ORIGINAL SIGNATURE
AND THE SEAL OF A
FLORIDA LICENSED

SURVEYOR AND MAPPER

NOT VALID WITHOUT THE

SURVEYOR'S CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED HEREIN, THAT SAID LAND HAS BEEN SUBDIVIDED AS INDICATED, THAT PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN PLACED AS INDICATED, THAT THE PLAT WAS PREPARED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF THE PLAT ACT CHAPTER 177.011-177.151 FLORIDA STATUES, AND THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61617-6, FLORIDA ADMINISTRATION CODE, SIGNED ON THE LAND CORRECT PROFESSIONAL LAND SURVEYORS IN CHAPTER 61617-6, FLORIDA ADMINISTRATION CODE, SIGNED ON THE LAND CORRECT PROFESSIONAL LAND SURVEYORS IN CHAPTER

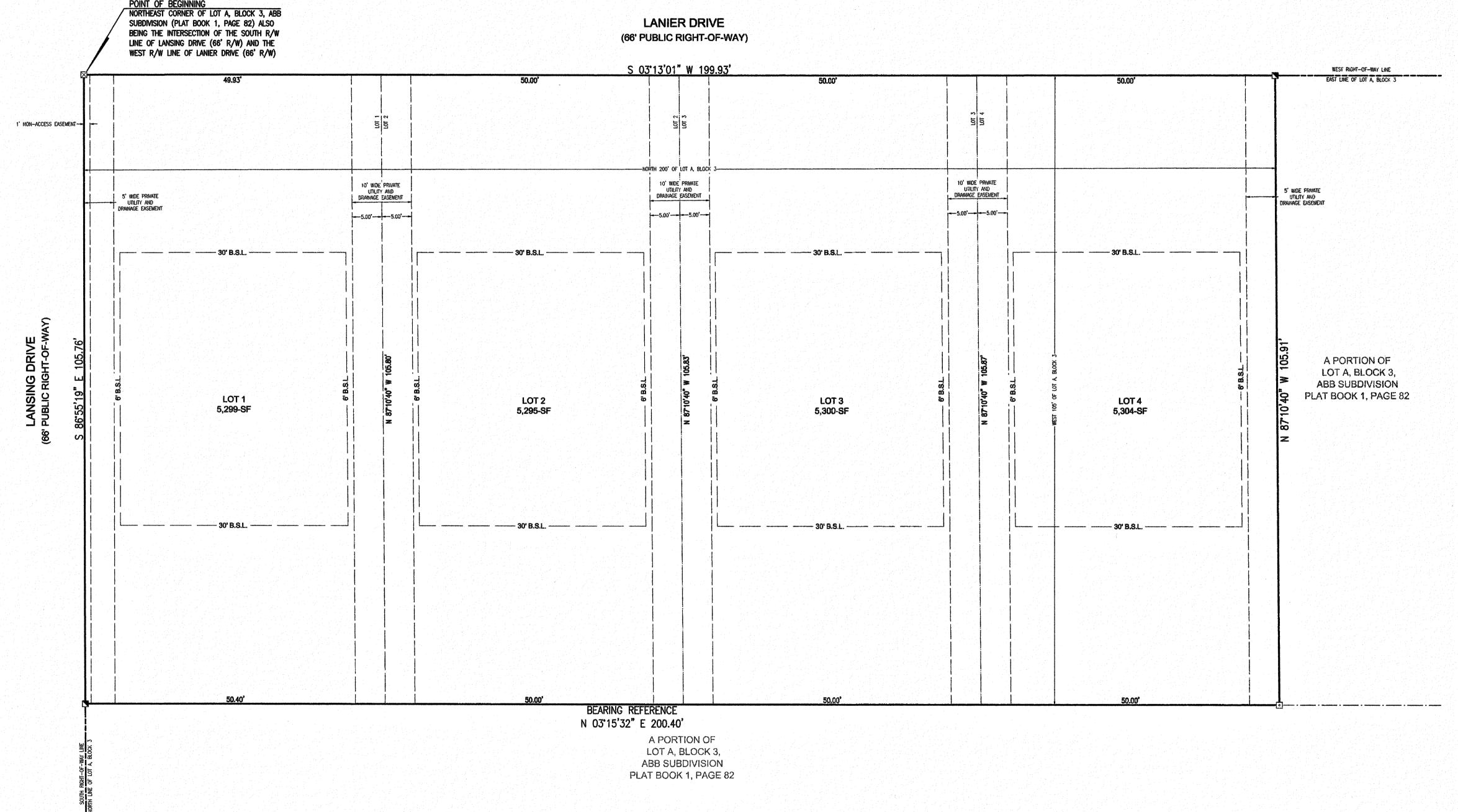
MARK'A. NORRIS, PSM
PROFESSIONAL SURVEYOR & MAPPER
LICENSE No. 6511, LB No. 7916
REBOL-BATTLE & ASSOCIATES, LLC.
2301 N 9TH AVENUE, SUITE 300

NOT VALE WITHOUT THE
ORIGINAL SIGNATURE
AND THE SEAL OF A
FLORIDA LICENSED
SURVEYOR AND MAPPER

Programme of the contract of

RESTRICTIVE COVENANTS FILED IN OFFICIAL RECORDS BOOK_____, PAGE_____.

PLAT BOOK _____, PA



1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM (FLORIDA NORTH ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83)—(2011)—(EPOCH 2010.0000) HAVING A BEARING OF NORTH O3 DEGREES 15 MINUTES 32 SECONDS EAST ALONG THE WEST LINE OF THE SUBJECT PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 8090 AT PAGE 275, OF THE PUBLIC RECORDS OF ESCAMBIA

2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

3. A TITLE COMMITMENT WAS PERFORMED BY FIRST AMERICAN TITLE COMPANY, FILE NUMBER: ______, WITH AN EFFECTIVE DATE OF SEPTEMBER XX, 2020 AT 8:00

4. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR & MAPPER THAT THE PARCEL OF LAND SHOWN HEREON IS IN ZONE 'X', AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN BASED ON THE

5. GRAPHIC SYMBOLS FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, AND UTILITIES MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE

6. ALL LOT CORNERS, PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS WILL BE PLACED IN ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTIONS 177.011 - 177.151

COUNTY, FLORIDA; COPY OF THE RECORD PLAT ABB SUBDIVISION AS RECORDED IN PLAT BOOK 1 AT PAGE 82 OF SAID PUBLIC RECORDS; DEEDS OF RECORD AND EXISTING FIELD MONUMENTATION.

FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR CITY OF PENSACOLA, COMMUNITY PANEL NUMBER 12033C0380G, EFFECTIVE DATE OF SEPTEMBER 29, 2006.

Review Routing Meeting: October 13, 2020

Project: Lanier Place Subdivision

Department: Comments:

FIRE No comments.

PW/E/Surveying

See attached comments from the City Surveyor.

InspSvcs No comments.
ESP No comments.

ECUA

The final plat is acceptable to ECUA under the assumption that all water and sewer utilities that are not located within public rights-of-way will be privately owned and maintained. The plat states that these lots will be connecting into ECUA's existing gravity sewer system, however, ECUA GIS maps do not show sewer facilities adjacent to the proposed lots. Projects that propose subdividing land in which the resulting new parcels will abut existing right-of-way should contact ECUA Engineering to evaluate if existing water and sewer facilities are present/sufficient to accommodate the newly created parcels. It is possible the property owner may be required to install new water and sewer facilities to serve the new parcels should the existing facilities not be present or sufficient in size. Please contact the ECUA Engineering Map Room at 850-969-3311 for more information. It may be necessary that the proposed homes tie into sewer via low-pressure

GPW No comments.

ATT No comments.

Planning

Lot 1 wil have a secondary side setback of 15 feet. The existing building is subject to the Historical Structure Demolition Review process since it was constructed more than 50 years

or other methods which would conflict with the

language on the final plat.

ago.

From:

Annie Bloxson

Sent:

Friday, September 25, 2020 11:15 AM

To:

Cynthia Cannon

Subject:

RE: 7011 Lanier Drive Subdivision Preliminary/Final Plat

Good Morning,

I do not oppose to the Subdivision Preliminary/Final Plat for 7011 Lanier Drive.

Respectfully,

Annie Bloxson

Fire Marshal Visit us at <u>PensacolaFire.com</u> 475 E. Strong St. Pensacola, FL 32501 Office: 850.436.5200

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>

Sent: Tuesday, September 22, 2020 11:06 AM

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 <bra><bracker</pre>
cooper@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>; Mark Jackson
- <MaJackson@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)

Cynthia Cannon

From:

Diane Moore

Sent:

Wednesday, September 23, 2020 1:05 PM

To:

Cynthia Cannon

Subject:

RE: 7011 Lanier Drive Subdivision Preliminary/Final Plat

Cynthia,

Pensacola Energy has no comment on the plats.

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

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For Non-Emergency Citizen Requests, Dial 311 or visit Pensacola311.com

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From: Cynthia Cannon < CCannon@cityofpensacola.com >

Sent: Tuesday, September 22, 2020 11:06 AM

To: Amy Hargett <ahargett@cityofpensacola.com>; Andre Calaminus (ECUA) <andre.calaminus@ecua.fl.gov>; Annie

<bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin

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<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: 7011 Lanier Drive Subdivision Preliminary/Final Plat

Good Morning All,

Please review and comment on the attached request before the Planning Board for a combined preliminary/final subdivision plat for Lanier Place which is located at 7011 Lanier Drive. All comments must be received by Wednesday September 30, 2020.

Thank you,

Cynthia Cannon

From:

Andre Calaminus <andre.calaminus@ecua.fl.gov>

Sent:

Wednesday, September 23, 2020 3:29 PM

To:

Cynthia Cannon

Subject:

[EXTERNAL] RE: 7011 Lanier Drive Subdivision Preliminary/Final Plat

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Hi Cynthia,

The final plat is acceptable to ECUA under the assumption that all water and sewer utilities that are not located within public rights-of-way will be privately owned and maintained.

The plat states that these lots will be connecting into ECUA's existing gravity sewer system, however, ECUA GIS maps do not show sewer facilities adjacent to the proposed lots. Projects that propose subdividing land in which the resulting new parcels will abut existing right-of-way should contact ECUA Engineering to evaluate if existing water and sewer facilities are present/sufficient to accommodate the newly created parcels. It is possible the property owner may be required to install new water and sewer facilities to serve the new parcels should the existing facilities not be present or sufficient in size. Please contact the ECUA Engineering Map Room at 850-969-3311 for more information. It may be necessary that the proposed homes tie into sewer via low-pressure or other methods which would conflict with the language on the final plat.

Thanks,

Andre Calaminus | Right of Way Agent | Emerald Coast Utilities Authority |

P.O. Box 17089 | Pensacola, FL 32522-7089 | Web: www.ecua.fl.gov |

Phone: (850) 969-5822 | Fax: (850) 969-6511 |

From: Cynthia Cannon < CCannon@cityofpensacola.com>

Sent: Tuesday, September 22, 2020 11:06 AM

To: Amy Hargett <a hargett@cityofpensacola.com>; Andre Calaminus <a ndre.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
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- <RNovota@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Stephen Kennington (AT&T)

<sk1674@att.com>

Subject: 7011 Lanier Drive Subdivision Preliminary/Final Plat

**WARNING: This is an external email --- DO NOT CLICK links or attachments from unknown senders **

Good Morning All,

Cynthia Cannon

From: SAUERS, BRAD < bs5403@att.com>

South

Sent: Monday, September 28, 2020 4:16 PM

To: Cynthia Cannon

Subject: [EXTERNAL] FW: 7011 Lanier Drive Subdivision Preliminary/Final Plat

Attachments: 2020.081 Boundary for Plat - Signed 09-03-2020.pdf; Final Plat of Lanier Place.PDF;

Preliminary Plat of Lanier Place.PDF; APPLICATION.pdf

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

AT&T has no objection.

Brad Sauers

Manager – OSP Plng and Eng Technology Operations

AT&T - Bellsouth Telecommunications, LLC

605 W Garden St, Pensacola, FL 32502 o 850.436.1495 <u>bs5403@att.com</u>

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From: FENNER, KARL L < kf5345@att.com>
Sent: Tuesday, September 22, 2020 11:11 AM

To: SAUERS, BRAD < bs5403@att.com>

Subject: FW: 7011 Lanier Drive Subdivision Preliminary/Final Plat

Karl Fenner

Area Manager – OSP Plng and Eng
Access Construction & Engineering, AL/NWFL OSPC/E + SER PDT/SOC

AT&T – BellSouth Telecommunications, LLC

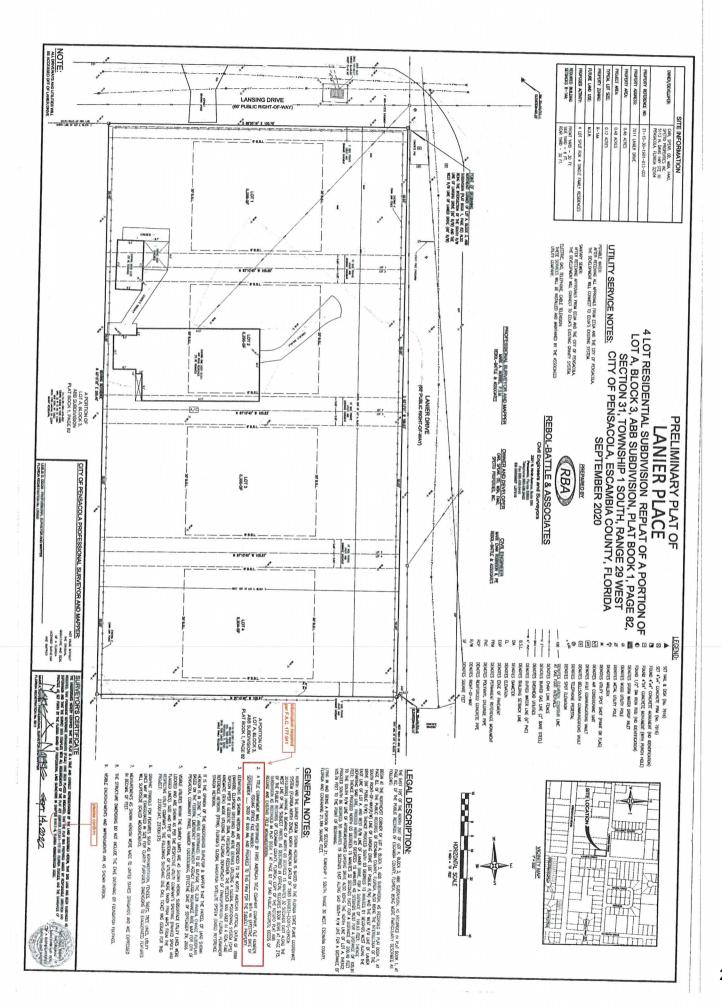
605 W Garden St, Pensacola, FL 32502 m 850-393-2318 | o 850.436.1485 | <u>kf5345@att.com</u>

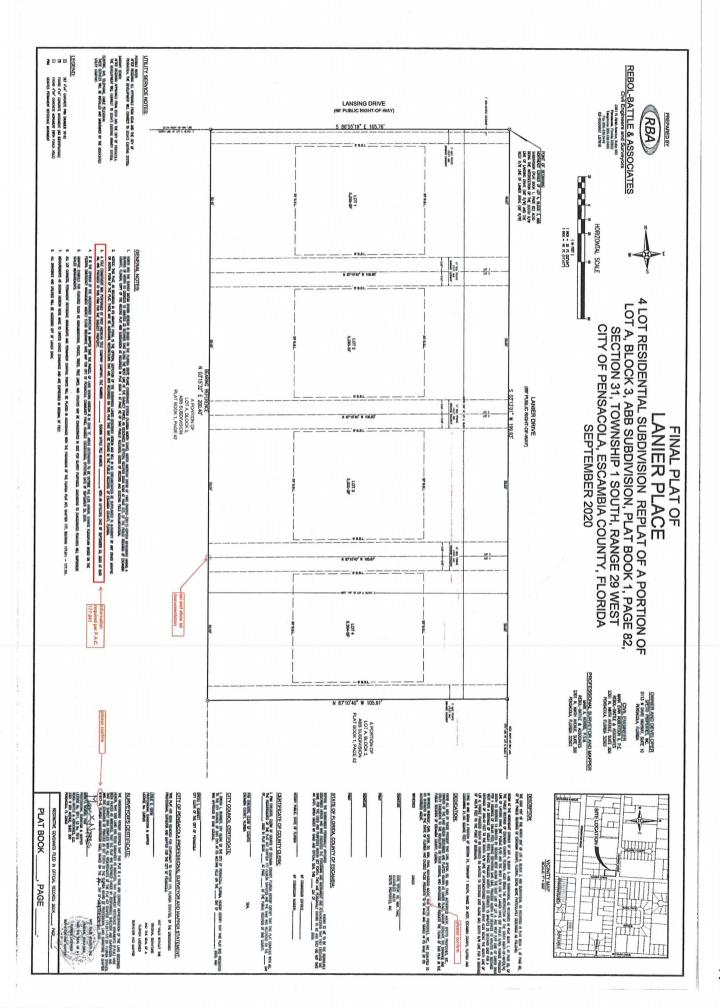
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From: Cynthia Cannon < CCannon@cityofpensacola.com>

Sent: Tuesday, September 22, 2020 11:06 AM

To: Amy Hargett ahargett@cityofpensacola.com; Andre Calaminus (ECUA) andre.calaminus@ecua.fl.gov; Annie Bloxson Bll Kimball bkimball@cityofpensacola.com; Brad Hinote





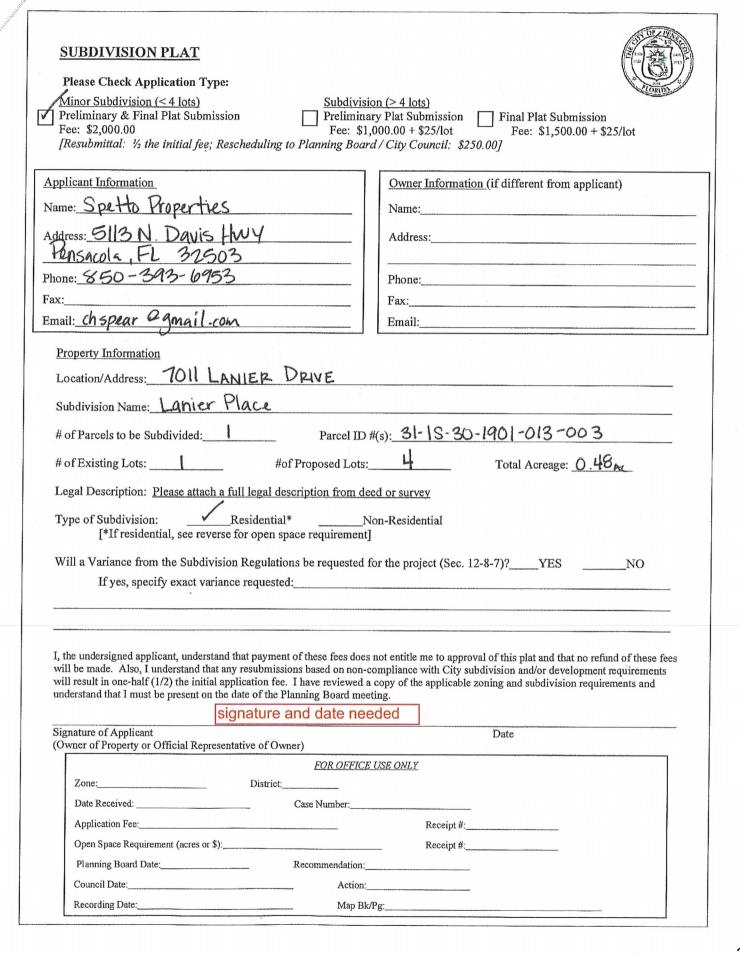
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the

NSHIP: 1 SOUTH

PG.: 21, 24; 52-53

DATE: 08/31/2020





Planning Services Division Zoning Review

Address:

7011 Lanier Drive

Zoning:

R-1AA

Reviewed:

10/01/2020

1. This property is located within the R-1AA zoning district. The setbacks indicated on the Preliminary and Final Plats are incorrect with respect to Lot 1. Lot 1 will have a secondary side setback of 15 feet.

2. The existing buildings need to be removed. The proposed plat will create non-conforming situations with respect to setbacks and land use: (a) The residence will not comply with the side setbacks; (b) the wood shed will be bisected by a property line.

Please note: the residence is subject to the Historical Structure Demolition Review process since it was constructed more than 50 years ago. Please consult with Gregg Harding, Historic Preservation Planner, for more information on this process.

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



MINUTES OF THE PLANNING BOARD October 13, 2020

MEMBERS PRESENT: Chairperson Paul Ritz, Board Member Grundhoefer, Board

Member Murphy, Board Member Sampson

MEMBERS VIRTUAL: Board Member Powell

MEMBERS ABSENT: Board Member Larson, Board Member Wiggins

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation

Planner Harding, Assistant City Attorney Lindsay (virtual), Planning Director Morris (virtual), Building Official Bilby (virtual), Sustainability Coordinator Jackson, Network

Engineer Johnston

OTHERS VIRTUAL: Councilperson Myers, Robert Rushing, Tom Paux, Leah

Welborn, Ken Williams, Bryan Russell, Colleen Becton, Scott

Sallis

OTHERS PRESENT: Philip Partington, Brian Spencer, Jason Rebol, Kerry Anne

Schultz

AGENDA:

Quorum/Call to Order

Approval of Meeting Minutes from August 11, 2020.

• New Business:

Carver Darden Sign Variance Admirals Row Aesthetic Review – S. Palafox Waffle House 401 E. Gregory

Aragon Mail Covering

4406 N Davis Hwy Rezoning

Lanier Place Subdivision Plat

Council Myers Tree Ordinance Amendment

Engineering Proposed Tree Ordinance

- Open Forum
- Discussion on the Proposed Amendment to the Tree Ordinance
- Adjournment

222 West Main Street Pensacola, Florida 32502

www.cityofpensacola.com

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:02 pm with a quorum present and explained the procedures of the Board meeting.

Approval of Meeting Minutes

1. Board Member Powell made a motion to approve the August 11, 2020 minutes, seconded by Board Member Sampson, and it carried unanimously.

New Business

2. Carver Darden Sign Variance – Chairperson Ritz advised this item was a quasi-judicial matter. Assistant Planning Director Cannon stated Carver Darden submitted a Variance application to the maximum signage allowance requirements for the building located at 151 W. Main Street, which is in the Waterfront Redevelopment District (WRD). Per Section 12-4-4, Signs and Section 12-2-12 (C) (4) (a), Redevelopment Land Use District, of the Land Development Code, the following regulations apply in the WRD:

"Size: Ten (10) percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed fifty (50) square feet. Buildings exceeding five (5) stories in height: one attached wall sign or combination of wall signs not to exceed two hundred (200) square feet and mounted on the fifth floor or above."

This request has been routed through the various City departments and utility providers. Chairperson Ritz read the seven (7) variance criteria noting special conditions of street frontage.

He emphasized that the burden of proof would lie with the applicant.

Mr. Rushing presented to the Board and stated only one side of the building was visible from Main Street. He emphasized the importance of signage for a law firm. He also stated they would not return to ask for additional signage if the variance request was approved. He indicated their firm occupied the entire second floor and had no signage facing the northwest corner. Chairperson Ritz referred to the variance criteria for reference. In considering No. 2 of the variance criteria for special conditions, it was determined that the applicant was not a tenant when the signage was originally allocated to other businesses. Staff referenced the WRD maximum allowed signage of 50 sq. ft. per elevation. Mr. Paux stated the tenants on the first floor used 39 sq. ft. and Chairperson Ritz explained 11 sq. ft. were unclaimed; the sign being requested was 50 sq. ft., which would be 39 sq. ft. beyond the maximum allowed. Board Member Murphy was concerned this might be considered a special privilege (No. 3) and could set an unwanted precedent for future developments in WRD. The other tenants signage located on the first floor of 151 Main Street averaged 13 sq. ft per sign. It was pointed out the applicant's firm occupied the entire second floor which was the reason for the larger sign request. Chairperson Ritz explained that the actual question was whether 50 sq. ft. was the minimum request that would make it possible for the reasonable use of this land. He felt the answer was "no" since 50 sq. ft. was the maximum allowed per elevation in the WRD. Board Member Grundhoefer agreed. On No. 6 and 7 of the variance criteria, the Board members agreed the request would not be injurious or impair the public health, etc. They also agreed in Section 12-13-3 (E)(1)(a) the variance would not detract from the architectural integrity, and (b) the only injurious aspect might be the comparison to other tenants in the same building. Staff exhibited the boundaries of the WRD. Board Member Grundhoefer

offered this was dealing with a tenant who occupied an entire floor. Board Member Grundhoefer suggested the applicant could go to the landlord on the premise they occupy 50 percent of the building and should have 50 percent of the signage. Board Member Powell referred to No. 1 in the variance criteria indicating this situation might be considered "peculiar to the land" since this building was not considered in the master plan. Chairperson Ritz agreed that this did present a unique condition with the property, street frontage, etc., and it was not the applicant's fault (No. 2) that the building owner might have allowed the other signs to be put in place, however, all the other variance items needed to be met. Mr. Rushing referenced Ascension having three spaces with signs extending over all the spaces. He also emphasized that they did not cause the issue (No. 2). In No. 3, he explained a variance itself was asking for something special, and they were not asking for anything out of line. Considering No. 4, being on the second floor was a problem for their clients since they were always asking for their location. He offered that when looking up at the second floor, 66 sq. ft. (No. 5) would have offered better visibility; however, they minimized their request to 50 sq. ft. He also noted that none of the solicited departments indicated anything that would impair the public welfare (No. 6). He felt they had met the criteria and requested the Board consider what they put forward and grant the variance. Board Member Powell made a motion to approve the variance, seconded by Chairperson Ritz, and it failed 2 to 3 with Board Members Murphy, Grundhoefer and Sampson dissenting. The dissenting Board members stated criteria No. 3 had not been met. Board Member Grundhoefer explained it was unfortunate that the landlord gave all the square footage to the small tenants and not to the major tenant. He advised he would support 25 sq. ft. (14 sq. ft. beyond the maximum allowed) on the second floor which would grant 14 additional sq. ft. for the tenants on the ground floor. Assistant City Attorney Lindsay explained that might not be something the applicant was willing to do based on their presentation. Chairperson Ritz explained the first floor tenants would get

questioned if the Board wanted to set a precedent with this building since there would be future buildings in the Maritime Park area asking for signage. Board Member Powell

Board Member Grundhoefer made a motion to approve a 25 sq. ft. sign for Carver Darden plus 39 sq. ft. for the remaining tenants maintaining their current square footage, seconded by Chairperson Ritz, and it failed 2 to 3 with Board Members Murphy, Sampson and Powell dissenting. Chairperson Ritz informed the client that the appeal process was the next step.

14 additional sq. ft. and the applicant would get 25 sq. ft. He asked if this counter proposal were approved would the applicant still be able to address Council for the original request, and Counsel stated they still had their appeal rights, but the Board could make that motion

3. Admirals Row Aesthetic Review - S. Palafox

and perhaps that would be the solution people would reach.

Admirals Row, LLC, is requesting an aesthetic review for minor revisions to their previously submitted plans for a new multi-family development, "Admiral's Row", located in the SPBD, South Palafox Business District. New developments in the SPBD are subject to Sections 12-2-81 (C), approval procedure, and 12-2-82 (D), design standards and guidelines, aesthetic review provisions, as well as the additional provisions in Section 12-2-13 (E).

Chairman Ritz indicated he shared an office space with the applicant's architectural firm but was not an employee of that firm. Mr. Partington presented to the Board and stated they were not increasing the number of units, and the parking spaces remained the

same. They were moving the domestic water service to the south end of the drive. He explained the prior submission was four habitable floors over parking with a parapet roofline. They were now adding an additional floor, with the fourth and fifth floors changing from the lower floors with three units apiece; they propose one unit on the fourth floor and two units on the fifth floor on Building B. Building C on the street has been eliminated and is now part of the covered parking. Building A has seven units. He stated they were within their height limit and required no variances. Chairman Ritz still considered the building bringing life to an abandoned property and had no issues or concerns.

Board Member Powell made a motion to approve, seconded by Board Member Sampson, and with no speakers, it carried unanimously.

4. Waffle House 401 E. Gregory

Ken Williams, Vice President, Waffle House, Inc. is requesting aesthetic review for a remodel of the Waffle House located at 401 E. Gregory Street, which is located in the Gateway Redevelopment District (GRD). All existing exterior walls and roof will remain. No changes are being proposed to the parking lot; however, it will be repaved. Mr. Williams presented to the Board and stated they had reduced the number of parking spaces and added landscaping; the building itself would look the same but newer. The interior would be entirely remodeled, and it was determined the number of parking spaces met the Code requirement.

Board Member Grundhoefer made a motion to approve as submitted, seconded by Board Member Murphy, and it carried unanimously.

5. Aragon Mail Covering

Scott Sallis, Dalrymple Sallis Architecture, is requesting approval for a new one-story mailbox covering/pavilion behind the existing Aragon Community Garden shed. Building materials include painted composite siding and trim work and painted wood structure with metal roofing to match the existing shed roofing.

Chairperson Ritz and Board Member Murphy had no concerns with the request. Mr. Sallis presented to the Board and stated they had not received the written approval from the Aragon ARB.

Board Member Powell made a motion to approve, seconded by Board Member Murphy, and it carried unanimously.

6. 4406 N Davis Hwy Rezoning

Davis IMP, LLC are requesting a Zoning Map and Future Land Use Map (FLUM) Amendment for the property located at 4406 N. Davis Highway and identified by parcel number 49-1S-30-9101-000-001. The property is currently zoned R-1AAA, Residential Zoning District and the existing Future Land Use (FLU) designation is LDR, Low Density Residential. The applicant is proposing to amend the zoning district to C-1, Commercial Zoning District and the FLU to Commercial for a medical office.

Chairperson Ritz stated this location was a commercial corridor of Davis Highway, and this area was getting a more medical flavor.

Mr. Rebol addressed the Board and stated part of the building was located in the residential zone, and in order to construct the expansion of the facility, the rezoning and FLUM were necessary. He also stated the required buffers between residential and commercial would be addressed. Ms. Schultz, the attorney for the applicant, stated Sacred Heart had been

the tenant, and they were expanding the building for additional physician offices. She stated she believed they had met all the requirements for the rezoning and FLUM and indicated there had been no negative comments from other departments. They asked the Board for approval in order to proceed to Council for the project. Chairman Ritz explained the C-1 zoning would be lightest commercial zoning.

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

7. Lanier Place Subdivision Plat

Spetto Properties is requesting a combined preliminary and final plat approval for the Lanier Place Subdivision located at 7011 Lanier Drive. One parcel zoned R-1AA will be subdivided into four lots to accommodate single-family residences. This is considered a minor subdivision.

Mr. Rebol presented to the Board and stated they were proposing a 4-lot subdivision, consisting of 4 50' lots. He explained the existing structure would be demolished. He advised subdivision would have a stormwater component placed on the east side in a swell configuration acting as a bio-retention system. He indicated they would work to save the existing trees.

Board Member Murphy made a motion to approve as presented, seconded by Board Member Grundhoefer, and it carried unanimously.

8. Council Myers Tree Ordinance Amendment

Chairperson Ritz explained that Item 8 and 9 were very similar and advised the Board to talk about them simultaneously, but the vote would be individually.

Proposed LDC Amendment to Section 12-6-4 – Landscape and Tree Protection Plan – Added language: Prior to approval all landscape and tree protection plans shall be posted to the city's website and a copy sent to the council person in whose district the permit will be issued. Such notice requirement will be posted two weeks prior to any approval of a landscaping plan.

Engineering Proposal - Proposed LDC Amendment to Section 12-6 Tree and Landscape Regulations -

- Staff recommends that all tree removal, pruning, and plantings be reviewed and approved by one designated arborist. This provides a more efficient and straightforward process for the public when dealing with the City's Urban Forest.
- Staff recommends that as a part of the Notice of removal for two-plus heritage trees or ten plus protected trees, that signage be posted two weeks before removal. Additionally, Notice will be given to the appropriate councilperson in which district the removal is taking place.
- Staff made changes to provide clarity as to when trees shall be planted.
- Staff revisions take into account the Florida Statute 163.045.
- Staff recommends changes to the Tree Fund so that it allows for both planting and maintaining trees and may be authorized by City Council to fund an arborist. Furthermore, staff recommends the grant program be reduced to 50% and \$5,500.00 max; also, that the City's designated arborist review grant projects to ensure appropriate measures are taken to ensure the health of the project.

Assistant Planning Director Cannon explained we would want one ordinance to move forward to Council, and staff was available to assist with this process. Chairperson Ritz advised Item 8 addressed the notification process, while Item 9 contained more in-depth coverage.

Councilperson Meyers addressed Item 8. For background information, she had observed a sign indicating tree removal in her district which had no means for contact; a day later when she returned to the site, at least one-third of the trees had been removed with no adequate notice posted. She advised that the proper notice would give an opportunity to look at a plan before it was approved and possibly talk to the developer to have a conversation. She explained we do not have adequate notice to make sure that Urban Forests are protected. She felt the public wanted more notification than what they were getting before the Urban Forests and trees were destroyed.

Mr. Bilby stated relating to the City's draft, they were trying to simplify and streamline the tree ordinance to create a one-person, one-department ordinance where citizens and city administration would know where to go. He indicated they did incorporate all of Councilperson Meyers' language into this draft, and it was reviewed by administration and legal. The only thing they did not include was the delay of an approved project. They did allow for the length of time signage would need to be there, and the 311 number for calling the City, or another number for later on, was to be placed on the sign. The administration wanted someone identified on the signage where citizens could go to ask questions. Language was also included to notify the appropriate Council person for a review of a tree and landscape plan in their district. They also made requirements to strengthen heritage trees, getting a permit for pruning heritage trees, and removed the \$1000.00 cap on the residential mitigation fees for a new development. They believed this was a working fluid document, and as they perform tree canopy studies, eventually they will fix some of the types working on this document for the next few years. They thought it important to get a certified arborist on staff or on contract to help with this process. They also cleaned up language that was conflicting with the LDC or was not worded correctly.

Board Member Murphy wanted to know in the current process for the developer to come to the Inspections Department, what was required before they could develop the land. Mr. Bilby advised the applicant would need a landscape plan developed in accordance with the ordinance prepared by a certified landscape architect or a civil engineer or architect per the ordinance. He stated some developers come in for an initial development review ahead of the project, and some come in for actual submittal. Those that have not looked at the ordinance, have the plans returned to them for revisions. The typical review time for a commercial project with landscape review is between 3 and 4 weeks, depending on their workload. If revisions are required, another week or two might be required. They cannot hold up a building permit for a state regulatory permit which is clear in the State statute; permits are issued once everything meets City code. He advised they could withhold CO's for state permits, but they cannot withhold a building permit per the State statute, which took away a lot of the requirements to hold permits and development permits until all the State permits were collected.

Board Member Murphy explained there was a review period between the time the developer first contacts the City and the time they put the shovel in the ground. She indicated many municipalities already have a review by a planning board or staff and an arborist before any tree and landscape plan is approved and building permit is okayed. She asked could there not be an ordinance to allow for that review while we are still reviewing the ordinance to protect the tree canopy. Mr. Bilby stated it was the responsibility

of the reviewer to reach out to the Council member in that district to notify them that a tree and landscape removal permit was submitted; that review process takes 3 to 4 weeks. Chairperson Ritz asked if Item 9 covered the timeframe, and Board Member Murphy stated it did not. Mr. Bilby explained they required a two-week period for notification signs prior to tree removal - 12-6-4 (D) Item 9. Board Member Murphy stated there needed to be a notification to the public possibly on the website. Chairperson Ritz explained Item 8 was more of a notice, whereas Item 9 contained not only a notice aspect but also additional restrictions for heritage trees and tree issues. He preferred seeing Item 9 for tree protection as well as notification go forward to Council. Board Member Grundhoefer explained the Board could not accept both items because they conflict. Councilperson Meyers stated based on what Mr. Bilby said, she only addressed the notice, but she believed Item 9 was more comprehensive and did not object to that. She wanted to make it clear that when the Council member was noticed, she believed every Council member would make sure their constituents were noticed, and it would give opportunity to talk to the developers who mostly want to be good neighbors. She did feel this was a good start and appreciated Board Member Murphy's strong advocacy on behalf of trees and the environment. She indicated Council could approve it as is or make suggestions on how to make it better. Mr. Bilby confirmed the notification was under 12-6-4 (D) The City designated Arborist will notify the councilperson in which the removal is requested.

Board Member Grundhoefer asked the difference between cutting in a development and cutting trees on private property. Mr. Bilby stated current language states the applicant must go to Parks and Recreation to obtain a tree removal permit. Where there is already a single-family dwelling, the requirement is only for a heritage tree, and that language was not amended other than it was streamlined to one person-one department, with the City's designated arborist as the reviewer; the prunage of heritage trees was applicable to a permit which is handled by Parks and Recreation. As long as it was not the development of a project, the City would not see it. Chairperson Ritz explained the document was adding protection for heritage trees on residential property. Councilperson Meyers stated she was committed to finding the money to support an arborist. Chairperson Ritz stated 12-6-10 (C) contained language that the Tree Trust Fund could be used to fund the City's arborist.

Board Member Murphy made a motion to deny Item 8, seconded by Board Member Grundhoefer, and it carried unanimously.

9. Engineering Proposed Tree Ordinance

Board Member Murphy made a motion to approve Item 9 as written and presented, seconded by Board Member Powell, and it carried unanimously.

Open Forum – None

Discussion on the Proposed Amendment to the Tree Ordinance

Ms. Murphy stated she had been in contact with both professors to come up with a game plan and workshop. She had distributed videos to Councilperson Meyers and Assistant Director Cannon to distribute to the Board members to know what the discussion topics would be.

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 5:00 pm.

Respectfully Submitted,

Cynthia Cannon, AICP Assistant Planning Director Secretary to the Board

City of Pensacola



Memorandum

File #: 2020-55 City Council 11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Jared Moore

SUBJECT:

RESOLUTION NO. 2020-55 -- APPROVING THE EAST GARDEN DISTRICT STREETSCAPE PROJECT MASTER REDEVELOPMENT AGREEMENT AND PRELIMINARY PLANS

RECOMMENDATION:

That the City Council adopt Resolution No. 2020-55:

A RESOLUTION OF THE CITY PENSACOLA, FLORIDA RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE URBAN CORE COMMUNITY REDEVELOPMENT AREA; PROVIDING FINDINGS; APPROVING AND AUTHORIZING EXECUTION OF A MASTER REDEVELOPMENT AGREEMENT BETWEEN THE CITY, THE PENSACOLA COMMUNITY REDEVELOPMENT AGENCY, 41 N. JEFFERSON STREET, LLC, 2 NORTH PALAFOX, LLC AND 90 E. GARDEN STREET, LLC, PROVIDING FOR THE REDEVELOPMENT OF CERTAIN PROPERTY LOCATED IN THE REDEVELOPMENT AREA CONSISTING OF RIGHT OF WAY, STREETSCAPE AND WALKWAY IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On February 10, 2020, the Community Redevelopment Agency (CRA) approved the "East Garden District" Jefferson Street Road Diet / Streetscape project, with an estimated cost of \$1,375,000, for funding from the Urban Core Redevelopment Refunding and Improvement Revenue Bonds, Series 2019.

The East Garden District project is a master-planned redevelopment located along Jefferson Street from Garden to Chase Street, and Garden Street at the intersection of Garden and Jefferson Streets, which is slated for redevelopment by developers, 41 N. Jefferson Street, LLC, 1 North Palafox, LLC, and 90 E. Garden Street, LLC. The development is planned to include a hotel, parking facilities, restaurant, retail, and other mixed-use facilities. As a component of the redevelopment project, the developers have requested to partner with the CRA to undertake streetscape improvements along Jefferson Street from Garden Street to Chase Street. To facilitate this partnership, and in furtherance of CRA's action on February 10th, a master redevelopment agreement has been prepared.

The agreement facilitates the award of \$1,375,000 towards the full cost of the streetscape

improvements, which is estimated at \$2,119,839. In addition to the developer's streetscape contributions, an additional \$40.8 million investment is estimated to be made by the developers towards the private parcels' redevelopment. Reimbursement of the share of costs for streetscape improvements by the CRA will be made in increments, at the completion of key project milestones. The developer will retain the maintenance responsibility for the streetscape improvements. Upon completion, and prior to final payment and acceptance of the City's project, the developer will issue to the City a warranty bond that will serve as a guarantee for the maintenance of the streetscape improvements.

Implementation of this project will further the goals and objectives set forth in the Urban Core Redevelopment Plan, which expressly contemplates and encourages redevelopment and enhancement of public rights-of-way and pedestrian walkways and provides private sector participation in remediating and preventing blighted conditions.

This project will also support key waterfront connectivity, in conjunction with the enhancement of the remaining Jefferson Street segments of the "Hashtag" Waterfront Connector (Continuous Waterfront Trail System) project.

PRIOR ACTION:

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

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

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

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

February 10, 2020 - The CRA approved the "Hashtag" Waterfront Connector improvements, Bruce Beach improvements, Community Maritime Park Day Marina, and Jefferson Road Diet/sidewalk repair and improvements (aka "East Garden District") projects for funding through the Urban Core Redevelopment Refunding and Improvement Revenue Bonds, Series 2019.

FUNDING:

Budget: \$1,375,000 CRA Contribution - Streetscape Only

\$ 744,839 Est. Developer Contribution- Streetscape Only

\$2,119,839

Actual: \$2,119,839

FINANCIAL IMPACT:

Funding for the CRA's share of costs is available in the Urban Core Redevelopment Refunding and Improvement Revenue Bonds, Series 2019 fund.

STAFF CONTACT:

Don Kraher, Council Executive M. Helen Gibson, AICP, CRA Administrator Victoria D'Angelo, Asst. CRA Administrator

ATTACHMENTS:

- 1) Resolution No. 2020-55 (2)
- 2) Appendix A Form of Master Redevelopment Agreement
- 3) East Garden District Preliminary Plans

PRESENTATION: No

RESOLUTION NO. 2020-55

A RESOLUTION OF THE CITY PENSACOLA, FLORIDA RELATING TO WITHIN COMMUNITY REDEVELOPMENT THE URBAN COMMUNITY AREA; PROVIDING FINDINGS; REDEVELOPMENT APPROVING AND AUTHORIZING EXECUTION OF A MASTER AGREEMENT BETWEEN THE REDEVELOPMENT CITY. PENSACOLA COMMUNITY REDEVELOPMENT AGENCY, JEFFERSON STREET, LLC, 2 NORTH PALAFOX, LLC AND 90 E. GARDEN STREET, LLC, PROVIDING FOR THE REDEVELOPMENT OF CERTAIN PROPERTY LOCATED IN THE REDEVELOPMENT AREA CONSISTING OF RIGHT OF WAY, STREETSCAPE AND WALKWAY IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to and under the authority of the City Charter, the Community Redevelopment Act of 1969 codified in Part III, Chapter 163, Florida Statutes, Chapter 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

- (A) Pursuant to Resolution No. 54-80 adopted by the City Council of the City of Pensacola, Florida (the "City Council") on September 25, 1980, and as confirmed and ratified pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council found and determined that an area designated therein as the "Pensacola Inner City" is a blighted area as therein described, that a combination of rehabilitation, conservation and redevelopment of the Pensacola Inner City is necessary, that there exists a need for a community redevelopment agency to function in the City to carry out community redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes (the "Act"), and that the Pensacola Inner City is appropriate for community redevelopment projects and is thereby designated a community redevelopment area.
- (B) Pursuant to Resolution No. 55-80 adopted by the City Council on September 25, 1980, and as readopted and reaffirmed pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council declared itself to be the "Community Redevelopment Agency" (the "Agency") in the City and vested all rights, powers, duties, privileges and immunities vested in a community redevelopment agency pursuant to the Act in the City Council.
- (C) Pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council designated the boundaries and found and determined that an area designated therein as the "Urban Core Community Redevelopment Area" (the "Redevelopment Area") is a blighted area as therein described and that the rehabilitation, conservation and redevelopment is necessary and in the public interest.
- (D) Pursuant to Ordinance No. 13-84 enacted by the City Council on March 8, 1984, the Urban Core Community Redevelopment Trust Fund was established into which an amount equal to the tax increment paid by each taxing authority each year is deposited in accordance

with section 163.387, Florida Statutes, for the purpose of financing community redevelopment in the Redevelopment Area (the "Tax Increment").

- (E) On January 14, 2010, the City Council adopted Resolution No. 02-10 approving an "Urban Core Community Redevelopment Plan 2010" for the Redevelopment Area (as may be further amended from time to time, the "Redevelopment Plan").
- (F) On July 18, 2019, the City Council adopted Resolution No. 2019-31 which authorized issuance of the City's Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019 (the "Series 2019 Bond") to refinance certain debt obligations then outstanding and to finance new redevelopment projects in the Redevelopment Area, in furtherance of the Redevelopment Plan, and provided that the Series 2019 Bond would be payable from and secured by Tax Increment Revenues paid by the Agency to the City pursuant to interlocal agreement.
 - (G) The Series 2019 Bond was issued on July 25, 2019.
- (H) 41 N. Jefferson Street, LLC, 2 North Palafox, LLC and 90 E. Garden Street, LLC (collectively, the "Developer") own certain parcels of real property located in the East Garden District, as further described in the form of Master Redevelopment Agreement attached hereto as Appendix A (the "Master Redevelopment Agreement") which parcels are within the boundaries of Redevelopment Area (the "Developer Parcels").
- (I) The Developer is undertaking redevelopment of the Developer Parcels with various uses which may include a hotel, parking facilities, restaurant, retail and other multiuse facilities (collectively, the "Developer Facilities"), all of which are generally contemplated by and are objectives of the Redevelopment Plan.
- (J) The Developer desires to redevelop and improve the Jefferson Street right of way north of Garden Street and south of Chase Street, which is a City right of way (the "Affected Right of Way"), in conjunction with development and redevelopment of the Developer Parcels which are adjacent or in close proximity to the Affected Right of Way.
- (K) The Developer has proposed to the City and the Agency that it will undertake all of the design, site work, construction and landscaping to modify the Affected Right of Way and adjoining areas with streetscape improvements so that it is more walkable and pedestrian friendly and to include certain aesthetic enhancements (collectively, the "Project") as further described in the Master Redevelopment Agreement.
- (L) The total estimated cost of the Project is \$2,203,837 a breakdown of which is included in the Project Cost Estimate included in the Master Redevelopment Agreement.
- (M) The Developer has represented to the City and the Agency that it is willing to pay a substantial portion of the costs of the Project but will require financial assistance from the City and the Agency to undertake and complete the Project as herein set forth.
- (N) The financial assistance to be provided by the City and Agency includes a grant in the amount of \$1,375,000, all or a portion of which will be funded with proceeds of the Series 2019 Bond (the "Redevelopment Incentive").
 - (O) The amount of the Redevelopment Incentive is reasonably estimated to be equal

to or less than the Tax Increment generated by the Developer Parcels once improved with the Developer Facilities over the duration of the Redevelopment Plan.

- (P) The financial assistance to be provided by the City and the Agency as an inducement for installation and construction of the Project will result in creation of a vibrant, attractive and pedestrian friendly destination for residents and visitors of the Redevelopment Area.
- (Q) The Developer has proposed that it will install and construct the Project in conjunction with redevelopment of the Developer Parcels.
- (R) The City hereby determines that the Project is consistent with the City's comprehensive plan.
- (S) The Developer Facilities are reasonably expected to generate substantial ad valorem and sales tax revenues through the term of the Redevelopment Plan and beyond.
- (T) The Project is expected to act as a catalyst for additional high quality redevelopment in the Redevelopment Area, thus significantly benefiting the City's economy and its citizens and significantly advancing the community redevelopment objectives set forth in the Act and the Redevelopment Plan.
- (U) The construction phase of the Developer Facilities and the Project is expected to create local jobs stemming from construction related activities, and upon completion, the Project is expected to create local jobs related to operation of the residential and commercial uses.
- (V) Construction and operation of the Developer Facilities and Project is further expected to stimulate economic development in the City and to materially benefit the City, the taxing authorities which contribute Tax Increment and their respective residents for many reasons, including but not limited to the increased direct and indirect funds that will be received from ad valorem tax revenue, sales tax revenue, utility revenue, and other revenues.
- (W) The City therefore has an interest in the diverse economic benefits which would be created through construction of the Project and redevelopment of the Developer Parcels.
- (X) The City desires to facilitate the successful construction of the Project in order to realize the public and community redevelopment benefits identified herein.
- (Y) Provision of the Project is a valid and important public purpose in light of the need to redevelop the land within the Redevelopment Area, and the City and the Agency are authorized by the Act to expend Tax Increment proceeds in furtherance of the community redevelopment objectives of remedying blight and preserving and enhancing the tax base.
- (Z) The City hereby determines that the economic incentives and contributions contemplated herein are an advantageous means of inducing construction of the Project and which will serve a valid and paramount public purpose in that: (1) construction of the Project will directly promote redevelopment in the Redevelopment Area, as well as the overall economy of the City; (2) the Project will further the development of residential and commercial activities in the Redevelopment Area, thereby achieving essential objectives of the Redevelopment Plan and providing a more balanced and stable area economy and increased opportunities for gainful employment; (3) construction of the Project will stimulate and promote redevelopment in the

Redevelopment Area as a whole; and (4) all economic incentives will be used for the public purposes described herein.

- (AA) The City now desires to approve and authorize execution of the Master Redevelopment Agreement in order to provide for installation and construction of the Project in furtherance of meeting the redevelopment goals and objectives set forth in the Redevelopment Plan.
- (BB) The City hereby determines that it is necessary and in the best interests of the health, safety and welfare of the City and its inhabitants that the City make a grant to the Developer in the form of the Redevelopment Incentive to facilitate installation and construction of the Project, and that the Project shall constitute and serve the purposes of "community redevelopment" within the meaning and in accordance with the Act.
- (CC) The Master Redevelopment Agreement has been prepared and reviewed by the City, the Agency and the Developer, and all are desirous of entering into the agreement to effectuate redevelopment of the Project Site upon the terms and conditions as set forth therein.

SECTION 3. APPROVAL OF MASTER REDEVELOPMENT AGREEMENT.

- (A) The Master Redevelopment Agreement, in substantially the form attached hereto as Appendix A, is hereby approved
- (B) The Mayor is authorized and directed to execute and deliver, and the City Clerk is authorized to attest, the Master Redevelopment Agreement, with such omissions, insertions, and variations as may be necessary and/or desirable and approved in consultation with the City Attorney prior to the delivery thereof, with such necessity and/or desirability and approval to be evidenced by the execution and delivery thereof, and to execute and deliver any and all papers and instruments to do and cause to be done all acts and things necessary or proper for carrying out the actions contemplated by this Resolution and the Master Redevelopment Agreement between the parties authorized hereunder.
- SECTION 4. RATIFICATION AND CONFIRMATION. Based upon the findings herein, the Redevelopment Plan, and the public purpose advanced by redevelopment of the Redevelopment Area, all prior actions by the City associated with advancing redevelopment of the Project Site are in the public interest, serve public purposes and provide for accomplishing community redevelopment consistent with the Redevelopment Plan. The findings herein and all prior actions and plans of the City associated with redevelopment of the Project Site are hereby ratified and confirmed.

SECTION 5. GENERAL.

- (A) If any one or more of the provisions of this Resolution should be held contrary to any express provision of law or shall for any reason whatsoever be held invalid by a court of competent jurisdiction, then such provisions shall be null and void and shall be deemed separate from the remaining provisions of this Resolution.
- (B) It is not the City's intention, and nothing herein shall be so construed, to impair the effectiveness of any prior action or resolution taken or adopted by the City with respect to the creation and establishment of the Agency, community redevelopment, the issuance of any bonds or obligations, or any other associated action taken by such governmental bodies.

SECTION 6. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. 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 | |

APPENDIX A FORM OF MASTER REDEVELOPMENT AGREEMENT

MASTER REDEVELOPMENT AGREEMENT (EAST GARDEN DISTRICT STREETSCAPE PROJECT)

By and Between

THE CITY OF PENSACOLA, FLORIDA, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA

and

41 N. JEFFERSON STREET, LLC, 2 NORTH PALAFOX, LLC AND 90 E. GARDEN STREET, LLC

Dated as of ______, 2020

MASTER REDEVELOPMENT AGREEMENT (EAST GARDEN DISTRICT STREETSCAPE PROJECT)

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MASTER REDEVELOPMENT AGREEMENT (EAST GARDEN DISTRICT STREETSCAPE PROJECT)

THIS MASTER REDEVELOPMENT AGREEMENT (EAST GARDEN DISTRICT STREETSCAPE PROJECT) ("Agreement") is made and entered into this _____ day of _____, 2020 by and between the CITY OF PENSACOLA, FLORIDA, a municipal corporation (the "City"), the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, a public body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes, (the "Agency"), and 41 N. JEFFERSON STREET, LLC, 2 NORTH PALAFOX, LLC AND 90 E. GARDEN STREET, LLC (collectively, the "Developers").

WITNESSETH:

WHEREAS, pursuant to Resolution No. 54-80 adopted by the City Council on September 25, 1980, and as confirmed and ratified pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council found and determined that an area designated therein as the "Pensacola Inner City" is a blighted area as therein described, that a combination of rehabilitation, conservation and redevelopment of the Pensacola Inner City is necessary, that there exists a need for a community redevelopment agency to function in the City to carry out community redevelopment purposes pursuant to Part III, Chapter 163, Florida Statutes (the "Act"), and that the Pensacola Inner City is appropriate for community redevelopment projects and is thereby designated a community redevelopment area; and

WHEREAS, pursuant to Resolution No. 55-80 adopted by the City Council on September 25, 1980, and as readopted and reaffirmed pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council declared itself to be the "Community Redevelopment Agency" in the City and vested all rights, powers, duties, privileges and immunities vested in a community redevelopment agency pursuant to Part III, Chapter 163, Florida Statutes, in the City Council; and

WHEREAS, pursuant to Resolution 65-81 adopted by the City Council on September 22, 1981, the City Council designated the boundaries and found and determined that an area designated therein as the "Urban Core Community Redevelopment Area" (the "Redevelopment Area") is a blighted area as therein described and that the rehabilitation, conservation and redevelopment is necessary and in the public interest; and

WHEREAS, pursuant to Ordinance No. 13-84 enacted by the City Council on March 8, 1984, the Urban Core Community Redevelopment Trust Fund was established into which the tax increment paid by each taxing authority each year is deposited in accordance with section 163.387, Florida Statutes, for the purpose of financing community redevelopment in the Redevelopment Area (the "Tax Increment"); and

WHEREAS, on January 14, 2010, the City Council adopted Resolution No. 02-10 approving an "Urban Core Community Redevelopment Plan 2010" for the Redevelopment Area (as may be further amended from time to time, the "Redevelopment Plan"); and

WHEREAS, on July 18, 2019, the City Council adopted Resolution No. 2019-31 which authorized issuance of the City's Urban Core Redevelopment Refunding and Improvement Revenue Bond, Series 2019 (the "Series 2019 Bond") to refinance certain debt obligations then outstanding and to finance new redevelopment projects in the Redevelopment Area, in furtherance of the Redevelopment Plan, and provided that the Series 2019 Bond would be payable from and secured by Tax Increment Revenues paid by the Agency to the City pursuant to interlocal agreement; and

WHEREAS, the Series 2019 Bond was issued on July 25, 2019; and

WHEREAS, the Developer owns certain parcels of real property located in the East Garden District as further described in Appendix A attached hereto (the "Developer Parcels") which parcels are within the boundaries of Redevelopment Area; and

WHEREAS, the Developer is undertaking redevelopment of the Developer Parcels with various uses which may include a hotel, parking facilities, restaurant, retail and other multiuse facilities (collectively, the "Developer Facilities"), all of which are generally contemplated by and are objectives of the Redevelopment Plan; and

WHEREAS, the Developer desires to redevelop and improve the Jefferson Street right of way north of Garden Street and south of Chase Street, which is a City right of way (the "Affected Right of Way"), in conjunction with development and redevelopment of the Developer Parcels which are adjacent or in close proximity to the Affected Right of Way; and

WHEREAS, the Developer has proposed to the City and the Agency that it will undertake all of the design, site work, construction and landscaping to modify the Affected Right of Way and adjoining areas with streetscape improvements so that it is more walkable and pedestrian friendly and to include certain aesthetic enhancements (collectively, the "Project") as further described in the Conceptual Project Plan attached hereto as Appendix B; and

WHEREAS, the total estimated cost of the Project is \$2,203,837 a breakdown of which is included in the Project Cost Estimate attached hereto as Appendix C; and

WHEREAS, the Developer has represented to the City and the Agency that it is willing to pay a substantial portion of the costs of the Project but will require financial assistance from the City and the Agency to undertake and complete the Project as herein set forth; and

WHEREAS, the financial assistance to be provided by the City and Agency includes a

grant in the amount of \$1,375,000 (the "Redevelopment Incentive"); and

WHEREAS, the amount of the Redevelopment Incentive is reasonably estimated to be equal to or less than the Tax Increment generated by the Developer Parcels once improved with the Developer Facilities over the duration of the Redevelopment Plan; and

WHEREAS, the financial assistance to be provided by the City and the Agency as an inducement for installation and construction of the Project will result in creation of a vibrant, attractive and pedestrian friendly destination for residents and visitors of the Redevelopment Area; and

WHEREAS, the Developer has proposed that it will install and construct the Project in conjunction with redevelopment of the Developer Parcels; and

WHEREAS, the City has determined that the Project is consistent with the City's comprehensive plan; and

WHEREAS, the Developer Facilities are reasonably expected to generate substantial ad valorem and sales tax revenues through the term of the Redevelopment Plan and beyond; and

WHEREAS, the Project is expected to act as a catalyst for additional high quality redevelopment in the Redevelopment Area, thus significantly benefiting the City's economy and its citizens and significantly advancing the community redevelopment objectives set forth in the Act and the Redevelopment Plan; and

WHEREAS, the construction phase of the Developer Facilities and the Project is expected to create local jobs stemming from construction related activities, and upon completion, the Project is expected to create local jobs related to operation of the residential and commercial uses; and

WHEREAS, construction and operation of the Developer Facilities and Project is further expected to stimulate economic development in the City and to materially benefit the City, the taxing authorities which contribute Tax Increment and their respective residents for many reasons, including but not limited to the increased direct and indirect funds that will be received from ad valorem tax revenue, sales tax revenue, utility revenue, and other revenues; and

WHEREAS, the City and Agency therefore have an interest in the diverse economic benefits which would be created through construction of the Project and redevelopment of the Developer Parcels; and

WHEREAS, the City and Agency desire to facilitate the successful construction of the Project in order to realize the public and community redevelopment benefits identified herein; and

WHEREAS, provision of the Project is a valid and important public purpose in light of the need to redevelop the land within the Redevelopment Area, and the City and the Agency are authorized by the Act to expend Tax Increment proceeds in furtherance of the community redevelopment objectives of remedying blight and preserving and enhancing the tax base; and

WHEREAS, the City and Agency hereby determine that the economic incentives and contributions contemplated herein are an advantageous means of inducing construction of the Project and which will serve a valid and paramount public purpose in that: (1) construction of the Project will directly promote redevelopment in the Redevelopment Area, as well as the overall economy of the City; (2) the Project will further the development of residential and commercial activities in the Redevelopment Area, thereby achieving essential objectives of the Redevelopment Plan and providing a more balanced and stable area economy and increased opportunities for gainful employment; (3) construction of the Project will stimulate and promote redevelopment in the Redevelopment Area as a whole; and (4) all economic incentives will be used for the public purposes described herein; and

WHEREAS, the parties now desire to enter into this Agreement in order to provide for installation and construction of the Project in furtherance of meeting the redevelopment goals and objectives set forth in the Redevelopment Plan; and

WHEREAS, the City has determined that it is necessary and in the best interests of the health, safety and welfare of the City and its inhabitants that the City make a grant to the Developer in the form of the Redevelopment Incentive to facilitate installation and construction of the Project, and that the Project shall constitute and serve the purposes of "community redevelopment" within the meaning and in accordance with the Act; and

WHEREAS, the parties acknowledge that redevelopment activities in the Redevelopment Area must be coordinated to insure their compliance and consistency with the Act and the Redevelopment Plan, and the parties mutually agree to cooperate to achieve such coordination, and

WHEREAS, this Agreement has been prepared and reviewed by the City, the Agency and the Developer, and all are desirous of entering into this Agreement to effectuate redevelopment of the Project Site upon the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions. Capitalized terms used herein shall have the meanings set forth in the Recitals above and as follows:

"Act" means Part III, Chapter 163, Florida Statutes known and referred to as the Community Redevelopment Act of 1969, as amended from time to time, and other applicable provisions of law.

"Agency" means the Community Redevelopment Agency of the City of Pensacola, Florida, created pursuant to Resolution No. 55-80 adopted by the City Council on September 25, 1980, as confirmed and ratified by Resolution No. 65-81 adopted by the City Council on September 22, 1981.

"Agreement" means this Master Redevelopment Agreement, including all Appendices and all amendments, modifications, addenda, supplements and revisions to this Agreement or to any of the Appendices.

"Approval Delay" means any delay in achieving a construction or development milestone which is caused by the failure of any applicable governmental authority to timely issue a Building Permit which is required for the construction of the Project.

"Building Permit" means the permit, certificate, license or other approval by the City or other applicable governmental authority required to be obtained, issued, granted, or received as the final such permit, certificate, license or approval prior to commencement of construction, or equipping of any existing structure located on the Project Site.

"City" means the City of Pensacola, Florida, a Florida municipal corporation and its successors or assigns.

"Commencement Date" means the date when the Developer begins the installation and construction of the Project.

"Completion Date" means the date when construction of the Project is completed as provided in Section 2.6 hereof.

"Conceptual Project Plan" means the site plan and narrative description of the conceptual plan for redevelopment of the Project Site prepared by the Developer and included herein as Appendix B.

"Construction Period" means the period of time beginning on the Commencement Date and ending on the Completion Date.

"Contract Documents" means the Design Documents and the general contractor

agreement executed by and between Developer (or any one of them) and a general contractor for the completion of the Project.

"Design Documents" means the Preliminary Design Documents and the Final Design Documents for the Project.

"Developer" means, collectively, 41 N. Jefferson Street, LLC, 2 North Palafox, LLC and 90 E. Garden Street, LLC, and their successors and assigns.

"Developer Facilities" means the various facilities and uses constructed by the Developer on the Developer Parcels which may include a hotel, parking facilities, restaurant, retail and other multiuse facilities.

"Developer Parcels" means the tax parcels owned by the Developer as described in Appendix A.

"Effective Date" means ______, 2020, the effective date of this Agreement.

"Event of Termination" has the meaning ascribed to it in Article 7.

"Final Design Documents" means the final narrative and graphic description and depiction of the Project, including the final site plan, site elevation, design concept, any recommended streetscape improvements on or adjacent to the Project Site as prepared by or for the Developer.

"Force Majeure" means failure as a result of acts of God, (including fire, flood, earthquake, storm, hurricane or other natural disaster), epidemics, pandemics and related closures, war, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, or terrorist activities or any other cause which is out of the control of the affected party.

"Warranty Bond" means a warranty bond provided by the Developer prior to receiving final payment for the Project, as further described in Section 2.6.F hereof.

"Preconstruction Period" means the period of time commencing upon the Effective Date of this Agreement and ending upon the sooner to occur of the following: (i) January 4, 2021 (unless extended by consent and agreement of the parties, which consent and agreement by the parties shall not be unreasonably withheld, conditioned or delayed, or by Force Majeure or Approval Delay), and (ii) the Commencement Date.

"Preliminary Design Documents" means a preliminary narrative and graphic description and depiction of the Project, including the preliminary site plan, site elevation, design concept, any recommended streetscape improvements on or adjacent to the Project, a depiction of the pedestrian and streetscape improvements prepared by or for Developer.

"Project" means installation and construction of (i) improvements to the Affected Right of Way and (ii) the Walkway Improvements.

"Project Cost Estimate" means the estimate of all Project Costs included herein as Appendix C.

"Project Costs" means all costs, both direct and indirect, incurred by the Developer in designing, permitting, installing and constructing the Project.

"Project Schedule" means the schedule and sequence of events prepared by the Developer for review and approval by the City and the Agency for the commencement, progression, and completion of the design, construction, rehabilitation, equipping and furnishing of the Project, including revisions, amendments and changes thereto made from time to time as provided herein.

"Project Site" means the site of the Affected Right of Way and Walkway Improvements.

"Termination Date" means the date on which this Agreement is terminated and is no longer of any force and effect as provided herein in Article 6.

"Walkway Improvements" means pedestrian and walkway improvements adjacent to or in proximity to the Affected Right of Way, which may include but are not limited to curbs, sidewalks, lighting, signage, benches, bollards, street art or sculptures, waste receptacles, fountains, street access points and utility relocations, if any, together with associated landscaping improvements, as further described in the Conceptual Project Plan.

Section 1.2 <u>Use of Words and Phrases.</u> Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number and the word "person" shall include corporations and associations, including public bodies, as well as natural persons. "Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

Section 1.3 Florida Statutes. All references herein to "Florida Statutes" are to Florida Statutes (2019), as amended from time to time, unless specifically indicated otherwise.

ARTICLE 2 PURPOSE: FINDINGS: INTENT

Section 2.1 Purpose. The purpose of this Agreement is to outline the details of the transaction, and the commitments and responsibilities of each of the parties from conceptual planning through final Project completion, and to provide acceptable releases to each of the parties should the Project fail to proceed, or be terminated pursuant to the provisions of this

Agreement, at any point in time.

Section 2.2 <u>Findings</u>.

- A. The City and the Agency do hereby find that the Project will advance the community redevelopment goals and objectives set forth in the Redevelopment Plan which expressly contemplates and encourages redevelopment and enhancement of public rights of way and pedestrian walkways in the Redevelopment Area and provides for private sector participation in remediating the blighted conditions therein.
- B. The City and the Agency do hereby find that the Developer has represented to City and the Agency that the Developer needs financial assistance from the City and the Agency in order for the Project to proceed.
- C. The City and the Agency do hereby find that there is, in fact, a need for financial assistance by the City and the Agency for the Project to proceed.
- D. The City and the Agency do hereby find that the City has an interest in the diverse economic benefits resulting from the construction and operation of the Developer Facilities and that the Project is consistent with and furthers the objectives of the Redevelopment Plan and is in the best interest of the citizens of the City.
- E. The parties hereto recognize and acknowledge and do mutually find that but for the financial assistance provided for herein, the Developer would not undertake construction of the Project and redevelopment of the Project Site, and such assistance is a critical and important inducement without which such construction and redevelopment would not be undertaken.
- **Section 2.3 Intent**. It is the intent of the parties hereto to efficiently, effectively and economically cause the successful construction of the Project in order to improve the Affected Right of Way, specifically, and the conditions in the Redevelopment Area, in general, as well as implement the Redevelopment Plan and otherwise further the purposes of the Act. It is further the intent of the parties that the Developer shall permit, design, engineer, construct, equip, and otherwise complete the Project by a Completion Date to be mutually agreed upon by the parties. The parties mutually recognize and acknowledge that the Developer will require the City's and the Agency's financial assistance, the extent of which is set forth in Section 2.4.

Section 2.4 <u>Project Funding & Cost Overruns.</u>

- A. The cost of the Project is estimated to be \$2,203,837 as further described in the Project Cost Estimate. The Developer shall be responsible for funding and financing installation and construction of the Project, subject to the City contribution described below.
- B. Section 163.387 of the Act authorizes "area reinvestment agreements" between a community redevelopment agency and private parties pursuant to which the increment

computed for a specific area is reinvested in services or public or private projects, or both, including debt service, supporting one or more projects consistent with the community redevelopment plan that is identified in the agreement to be constructed within that area. It is the express intent of the parties hereto that this Agreement shall constitute and be construed as an area reinvestment agreement within the meaning of the Act.

- C. The City hereby agrees to pay the Redevelopment Incentive to the Developer in accordance with the terms set forth herein, to induce the Developer to install and construct the Project.
- D. The City shall contribute the Redevelopment Incentive in a total amount not to exceed \$1,375,000, in accordance with the following terms:
 - 1. \$125,000 upon the Developer's receipt of all necessary permits for the Project.
 - 2. \$312,500 upon completion of 30% of the Project as certified by the Developer's general contractor for the Project.
 - 3. \$312,500 upon completion of 60% of the Project as certified by the Developer's general contractor for the Project.
 - 4. \$312,500 upon completion of 90% of the Project as certified by the Developer's general contractor for the Project.
 - 5. \$312,500 upon completion of 100% of the Project as certified by the Developer's general contractor for the Project and the Developer's delivery to the City of the Warranty Bond described in Section 2.6.F hereof.
- E. The foregoing payments shall be made by the City to 90 E. Garden Street, LLC within seven (7) business days of the milestones set forth above.
- F. The City intends to finance such contribution with proceeds of the Series 2019 Bond.
- G. Except for the contribution of the City described above, all other Project Costs associated with the design, installation and construction of the Project shall be the responsibility of the Developer.
- H. Cost overruns, if any, which result from changes to the Project deemed necessary by the Agency for consistency with the Redevelopment Plan or Conceptual Project Plan shall be the responsibility of the Developer. Cost overruns, if any, which result from changes to the Project which are necessary to comply with the City's land development code provisions or requirements of other applicable regulatory boards or agencies shall be the responsibility of the Developer. Cost overruns, if any, resulting from discretionary requests of the City or Agency

pertaining to the Affected Right of Way or Walkway Improvements shall be the responsibility of the City and/or Agency.

Section 2.5 Ownership and Operation of Improvements Comprising Project. The City is and shall continue to be the owner of the Affected Right of Way and Project Site, and shall be solely responsible for the expenses associated with ownership, operation and maintenance of the improvements comprising the Project including the Affected Right of Way and the Walkway Improvements installed and constructed by the Developer hereunder; provided, however, that (i) the City and Agency shall assume no ownership or maintenance responsibility for Walkway Improvements or any other improvements installed or constructed by the Developer located or situated on the Developer Parcels or any other privately owned property, and (ii) the Developer is responsible for providing the Warranty Bond in accordance with Section 2.6.F hereof.

Section 2.6 <u>Project Schedule & Completion Date.</u>

- A. Prior to or upon the completion of the Preconstruction Period, the Developer shall prepare and present to the City and the Agency for review and approval an overall Project Schedule detailing the Construction Period and the Completion Date, and the Developer shall commence construction of the Project in accordance with such schedule and the provisions of this Agreement.
- B. The planning, design, development, construction, equipping, and completion of the Project by the Developer shall be undertaken, diligently continued and completed in substantial accordance with this Agreement and by the dates set forth in the Project Schedule subject to revision as provided below.
- 1. Due to changes in circumstances, expectations, or assumptions of the parties not now known to or by the parties, the Project Schedule may be revised by the Developer and/or the City from time to time, by prior written notice of such revision between the parties which revision shall be effective upon approval of such written notice by the other party. Such approval shall not be unreasonably withheld and if not approved or rejected within twenty (20) calendar days of receipt, then such revision shall be deemed approved.
- 2. Subject to Force Majeure and Approval Delay, in the event of a change in Completion Date of the Project, for whatever reason, the City or Developer may terminate this Agreement; provided, however, that if the City determines that the Developer is reasonably capable of achieving completion of the Project within ninety (90) days beyond the Completion Date set forth in the Project Schedule, the Developer shall have an additional ninety (90) days beyond the Completion Date to complete the Project before the City may terminate this Agreement.
 - C. Construction of the Project will be considered complete upon:

- 1. Receipt by the City of an affidavit from the Developer's contractor stating that the Project has been completed, subcontractors have been paid for construction of same and all construction or other liens related to same have been released; and
- 2. Acceptance of the Project by the City in accordance with City policies and standards for acceptance of public infrastructure by private developers, including but not limited to the provision of sealed as-built plans and a written release of all liens associated with the work. Such acceptance by the City shall not be unreasonably withheld, conditioned or delayed.
- D. The Developer will provide periodic construction status updates to the City and will notify the City of impending completion.
- E. Notwithstanding anything herein or in the Project Schedule to the contrary, the Completion Date of the Project shall be no later than one (1) year after the Effective Date, subject to Force Majeure and Approval Delays.

F. Correction Period

- 1. If within five (5) years after the date the City accepts the Project, the City gives the Developer written notice that any portion of the Project has been found to be to be not in accordance with the requirements of the Contract Documents or the Florida Building Code, or that the Developer's repair of any damages to the Project Site or adjacent areas has been found to be not in accordance with the requirements of the Contract Documents or the Florida Building Code, then after receipt of such notice of the condition the Developer shall promptly, without cost to the City and in accordance with the City's written instructions:
- a. furnish to the City a correction/remediation plan within thirty (30) days of the City furnishing its notice of the condition.
- b. Upon the City's acceptance of the Developer's correction/remediation plan, the Developer shall correct the condition or such adjacent areas as set forth in Developer's correction/remediation plan.
- 2. The City shall give any such notice of defect within 30 days of the discovery that such Project work or repairs is defective.
- 3. If, after receipt of a notice of defect within 30 days and within the correction period, the Developer does not furnish a correction/remediation plan, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Project work corrected or repaired or may have the rejected work removed and replaced. The Developer shall pay all costs, losses, and damages (including but not limited to all

fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Except in an emergency where delay would cause serious risk of loss or damage, the City shall not undertake any repairs, review, or studies without first furnishing Developer notice and the opportunity to make corrections or furnish a correction/remediation plan.

- 4. As a condition precedent to the City's acceptance of the Project and obligation to make final payment, the Developer shall furnish a Warranty Bond in the sum of \$425,000, substantially in the form of EJCDC® C 612, Warranty Bond (2018). The Warranty Bond period will extend to a date five (5) years after the City's acceptance of the Project, and is intended to secure the obligation of the Developer to correct work as provided in this Section 2.6.F. The Warranty Bond must be issued by the same surety that issues the performance bond required under Section 3.3.L hereof. The Developer shall deliver the fully executed Warranty Bond to City prior to or with the final application for payment.
- 5. The Developer's obligations under this Section 2.6.F are in addition to all other obligations and warranties. The provisions of this Section 2.6.F are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.
- Section 2.7 <u>Conceptual Project Plan</u>. The Developer shall install and construct the Project in accordance with the Conceptual Project Plan. The Conceptual Project Plan is conceptual only and may be amended as construction unfolds, provided that any such amendment is subject to review by the Agency to ensure consistency and compliance with the Redevelopment Plan. The Agency shall expeditiously review any such modifications and agrees to not unreasonably withhold, condition or delay its approval of same.

ARTICLE 3 REPRESENTATIONS, WARRANTIES, COVENANTS AND OBLIGATIONS OF THE DEVELOPER

- **Section 3.1** <u>Representations and Warranties</u>. The Developer represents and warrants to the City and Agency that each of the following statements is presently true and accurate as of the date hereof and can be relied upon by the City and Agency:
- A. Each constituent of the Developer (41 N. Jefferson Street, LLC, 2 North Palafox, LLC and 90 E. Garden Street, LLC) is a duly organized and validly existing limited liability company under the laws of the State of Florida, has all requisite power and authority to carry on its business as now conducted, to own or hold properties and to enter into and perform its obligations hereunder and each instrument to which it is or will be a party, and is in good standing in the State of Florida.

- B. The principal place of business of the Developer is 41 N. Jefferson Street, 4th Floor, Pensacola, Florida 32502. The manager(s) or managing member(s) thereof executing this Agreement on behalf of the Developer are authorized to act on behalf of the Developer and execute this Agreement and on behalf of the Developer and any such actions by such officers shall be binding upon and enforceable against the Developer.
- C. Each document in connection with the Project to which Developer is or will be a party has been duly authorized by all necessary action on the part of, and has been, or will be duly executed and delivered by, the Developer and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof (i) requires the approval and consent of any other party, except such as have been duly obtained, (ii) contravenes and existing law, judgment, government rule, regulation or order applicable to or binding on the Developer, or (iii) contravenes or results in any breach of, default under or results in the creation of any lien or encumbrance upon any property of the Developer other than the Developer Parcel under any indenture, mortgage, deed of trust, bank loan or credit agreement, the Developer's partnership or joint venture agreement, or any other agreement or instrument to which the Developer is a party.
- D. This Agreement will constitute a legal, valid and binding obligation of the Developer, and each member thereof, enforceable against the Developer and each member thereof in accordance with the terms thereof, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which effect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.
- E. There are no pending, or to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency against the Developer or any partner thereof, which question this Agreement or the validity of any instrument or document contemplated hereunder or which are likely in any case, or in the aggregate, to materially adversely affect the successful development of the Project, the consummation of the transactions contemplated hereunder or the financial condition of the Developer.
- F. The Developer, and each member thereof, has filed or caused to be filed all federal, state, local and foreign tax returns, if any, required to be filed by the Developer and each member thereof and has paid all taxes shown to be due and payable on such returns or on any assessments levied against the Developer and each member thereof.
- Section 3.2 <u>Covenants of the Developer</u>. The Developer covenants with the City and the Agency that the Developer shall timely fulfill or cause to be fulfilled all of the conditions and obligations expressed herein which are within the control of the Developer or which are the responsibility of the Developer to fulfill. Each constituent member of the Developer (41 N. Jefferson Street, LLC, 2 North Palafox, LLC and 90 E. Garden Street, LLC) shall be jointly and severally obligated for performance under this Agreement.

Section 3.3 <u>Obligations of the Developer.</u>

- A. The Developer shall permit, design, construct and improve the Project in accordance with the Design Documents.
- B. Upon execution of this Agreement the Developer shall commence the process of designing the Project and shall forward the Preliminary Design Documents to the City and Agency for review and approval to ensure consistency with City standards for public improvements projects and the Redevelopment Plan.
- C. As provided in Section 7.15 hereof, this Agreement shall not be construed as a development approval or to convey development rights upon the Developer. Prior to commencing construction of the Public Improvements, the Developer must submit to the City appropriate development applications for development permits or other entitlements. The City shall accept from the Developer for processing and review all such applications, provided that such applications are submitted in accordance with all City rules and regulations and all fees are timely and properly paid. All required permits and development approvals must be obtained prior to commencing construction. Nothing in this Agreement shall be construed to waive or modify applicable land development code and requirements of the City.
- D. The Developer shall be responsible for engaging the professional services required and for the payment of all costs associated with design and construction of the Project.
- E. The Developer shall coordinate with the City's engineer and the Agency through the Completion Date to ensure design and construction of the Project in a manner consistent with City standards and the Design Documents. No construction efforts shall commence until the City and Agency have reviewed and accepted the Design Documents in the manner contemplated by this Section 3.3 and Developer has received all required Building Permits.
- F. All design, engineering and construction by Developer shall be done in accordance with all applicable laws and regulations of the federal, state and local governments, including but not limited to, compliance with all building codes, planning ordinances and regulations and zoning ordinances and regulations of the City.
- G. The Developer shall be responsible for and shall initiate, diligently continue and complete the Project as contemplated by this Agreement, including the preparation of the Design Documents, and the construction, and equipping of the Project substantially in accordance with the approved Building Permit(s).
- H. If the Final Design Documents reflect any material changes to the Preliminary Design Documents, then such documents shall be submitted to the City and the Agency for review and approval.
 - I. The Developer shall ensure that the Project including each component thereof

adheres to all applicable building, zoning, parking, life safety, growth management, and all other codes and ordinances that may apply to the Project and Project Site.

- J. The Developer shall have no authority to borrow money secured by the Affected Right of Way or Walkway Improvements (except and only to the extent any portion of the Walkway Improvements is located on a Developer Parcel) or incur any debt or liability on behalf of the City or the Agency.
- K. The Developer shall contract with a licensed and insured general or roadway contractor for the construction phase, and ensure that the contractor chosen by the Developer uses its proper skill and care in constructing the Project. The Developer shall also ensure that such contractor obtains a performance bond reasonably acceptable to the City.
- L. The Developer hereby indemnifies the City and Agency against all claims, costs, losses, demands, actions, proceedings, judgments, settlements and liability arising out of any breach or non-observance of the Developer's obligations in this Agreement.
- M. The Developer shall obtain and deliver to the City evidence of commercial general liability insurance in amounts reasonably satisfactory to the City, which insurance the Developer shall maintain at all times during the construction of the Project.

ARTICLE 4 REPRESENTATIONS, WARRANTIES, COVENANTS AND OBLIGATIONS OF THE CITY

- **Section 4.1** <u>Representations and Warranties</u>. The City represents and warrants to Developer that each of the following statements is presently true and accurate as of the date hereof and can be relied upon by Developer:
- A. The City is a validly existing municipal corporation of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a part.
- B. This Agreement has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the City and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof (i) requires the approval and consent of any other party, (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the City or (iii) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon any party or the City, under any indenture, mortgage, deed of trust, bank loan or credit agreement, any special acts, ordinances, resolutions or any other agreement or instrument to which the City is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the City outstanding on the Effective Date.

- C. This Agreement will constitute, a legal, valid and binding obligation of the City enforceable against the City in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.
- D. This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts or agreements that are or will be applicable thereto.

Section 4.2 Covenants of the City. The City covenants with Developer that:

- A. The City shall timely fulfill or cause to be fulfilled all of the conditions and obligations expressed herein which are within the control of the City or which are the responsibility of the City to fulfill.
- B. The City shall not violate any laws, ordinances, rules, regulations, orders, contracts or agreements that are or will be applicable thereto, or, to the extent permitted by law, enact or adopt or urge or encourage the enactment or adoption of any laws, ordinances, resolutions, rules, regulations or orders or approve or enter into any contracts or agreements, including issuing any bonds, notes, or other forms of indebtedness, that will result in any provision of this Agreement to be in violation thereof or which would materially impair the City's ability to perform its obligations under this Agreement.

Section 4.3 <u>Obligations of the City.</u>

- A. The City agrees to timely and expeditiously process all applications received by the Developer for construction approvals and permits for the Project, provided that such applications are submitted in accordance with all City rules and regulations and all fees are timely and properly paid. All required permits and construction approvals, whether issued by the City or any other governmental agency, must be obtained prior to commencing construction. Nothing in this Agreement shall be construed to waive or modify applicable land development code provisions and requirements of the City. The Developer shall be solely responsible for obtaining any construction approvals and permits required by any governmental agency other than the City for construction and completion of the Project.
- B. The City agrees to cooperate and expeditiously provide information, approvals and answers to the Developer upon written request, and shall not unreasonably withhold, condition or delay any such approvals.

ARTICLE 5 REPRESENTATIONS, WARRANTIES, COVENANTS AND OBLIGATIONS OF THE AGENCY

Section 5.1 Representations and Warranties. The Agency represents and

warrants to Developer that each of the following statements is presently true and accurate as of the date hereof and can be relied upon by Developer:

- A. The Agency is a validly existing public body corporate and politic of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement.
- B. This Agreement has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Agency and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof (i) requires the approval and consent of any other party, (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency or (iii) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon any party or the Agency, under any indenture, mortgage, deed of trust, bank loan or credit agreement, any special acts, ordinances, resolutions or any other agreement or instrument to which the Agency is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Agency outstanding on the Effective Date.
- C. This Agreement will constitute, a legal, valid and binding obligation of the Agency enforceable against the Agency in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.
- D. This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts or agreements that are or will be applicable thereto.
- **Section 5.2** <u>Covenants of the Agency</u>. The Agency covenants with Developer that:
- A. The Agency shall timely fulfill or cause to be fulfilled all of the conditions and obligations expressed herein which are within the control of the Agency or which are the responsibility of the Agency to fulfill.
- B. The Agency will not violate any laws, ordinances, rules, regulations, orders, contracts or agreements that are or will be applicable thereto, or, to the extent permitted by law, enact or adopt or urge or encourage the enactment or adoption of any laws, ordinances, resolutions, rules, regulations or orders or approve or enter into any contracts or agreements, including issuing any bonds, notes, or other forms of indebtedness, that will result in any provision of this Agreement to be in violation thereof or which would materially impair the Agency's ability to perform its obligations under this Agreement.

Section 5.3 <u>Obligations of the Agency.</u>

- A. The Agency agrees to timely and expeditiously review the Design Documents and to negotiate in good faith any changes or revisions deemed by the Agency as necessary for the Design Documents to be consistent with the Redevelopment Plan.
- B. The Agency agrees to cooperate and expeditiously provide information, approvals and answers to the Developer upon written request.

ARTICLE 6 EVENTS OF TERMINATION AND DEFAULT

- **Section 6.1** Events of Termination During the Preconstruction Period. Upon written notice to the other party during the Preconstruction Period, the respective party shall have the right to terminate this Agreement for any of the following Events of Termination. In any such Event of Termination, each party shall be responsible for its own costs.
- A. Should the Developer fail to receive financing commitments, then the Developer may choose to terminate this Agreement.
- B. Should the Developer fail to obtain all necessary development approvals and/or permits during the Preconstruction Period, subject to extension for Force Majeure and/or Approval Delay, then any of the parties hereto may choose to terminate this Agreement.
- C. Should the parties fail to reach agreement on the Design Documents or any of its material components after good faith efforts to do so, then either party may terminate this Agreement.
- D. Determination by any of the parties that the costs estimated for the Project component are too high or not economically feasible, provided, however, that each of the parties acknowledges that the costs set forth in the Budget are economically feasible.

Section 6.2 <u>Events of Default; Notice, Cure and Remedies.</u>

- A. Each of the following is hereby declared an "Event of Default" with respect to this Agreement:
- 1. A default by any party in the due and punctual performance of the covenants, conditions, agreements and provisions contained in this Agreement.
- 2. Any representation or warranty of any party hereto shall prove to have been untrue in any material respect.
- 3. Any party admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its

creditors, consents to the appointment of a receiver or trustee for itself or shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof.

- 4. Any party is adjudged insolvent by a court of competent jurisdiction or is adjudged bankrupt on a petition of bankruptcy filed against the party, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the party, a receiver or trustee of the party or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof.
- 5. If, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the party or of the whole or any substantial part of its property and such custody or control shall not be terminated within ninety (90) consecutive days from the date of assumption of such custody or control.
- B. <u>Notice of Default; Right to Cure</u>. Upon an Event of Default by any party to this Agreement, or said party's successors and assigns, with regard to this Agreement or of any of its terms or conditions, the party alleging such default or breach shall give the breaching party not less than thirty (30) days "Notice of Default" in writing in the manner provided for giving notice as set forth in Section 7.1 of this Agreement. The time of notice shall be measured from the date of certified mailing. The Notice of Default shall specify the nature of the alleged default, and, where appropriate, the manner and period of time in which said default may be satisfactorily cured. During any period for curing the default, the party charged shall not be considered in default for the purposes of termination or institution of legal proceedings. If the default is cured, then no default shall exist, and the noticing party shall take no further action.
- C. Remedies. If the default has not been cured after proper notice and the expiration of said period to cure default, the noticing party may elect to terminate this Agreement and, at its option and in addition to any other rights or remedies, may institute legal action to cure, correct or remedy any default, to enforce any covenants or agreements herein, or to enjoin any threatened or attempted violation thereof; to recover damages for any default; or to obtain any remedies consistent with the purpose of this Agreement. Such legal actions must be instituted in the Circuit Court of the County of Escambia, State of Florida. This section shall not be interpreted as a pledge of ad valorem tax or other revenues by the City or the Agency.
- D. <u>Waiver</u>. Failure or delay in giving Notice of Default or seeking enforcement of this Agreement, shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by another party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

ARTICLE 7 MISCELLANEOUS

Section 7.1 Notices. Unless otherwise specifically provided herein, all notices, demands, requests for approvals or other communications which may be or are required to be given by either party to the other shall be made in writing and shall be deemed given and delivered on the date delivered in person, faxed or on the on the date mailed by registered or certified mail, postage prepaid, return receipt requested, and addressed:

To the City: City of Pensacola

222 W. Main St.

Pensacola, Florida 32502 Attention: City Administrator

With copy to: Office of the City Attorney

City of Pensacola 222 W. Main St.

Pensacola, Florida 32502

To the Agency: Community Redevelopment Agency of the City of Pensacola

222 W. Main St.

Pensacola, Florida 32502

Attention: CRA Administrator

To the Developer: c/o Chad C. Henderson

41 N. Jefferson Street, 4th Floor

Pensacola, Florida 32502

With a copy to: William H. Mitchem

Beggs & Lane, RLLP

501 Commendencia Street Pensacola, Florida 32502

The addresses to which notices are to be sent may be changed from time to time by a written notice of such change from the party changing its address delivered to the other parties. Until such a notice is received, a party may rely upon the last address received for the other party.

Section 7.2 <u>Consents and Approvals.</u>

(A) All consents and approvals which may be given under this Agreement shall, as a condition of their effectiveness, be in writing. The granting by a party of any consent to or approval of any act requiring consent or approval under the terms of this Agreement, or the failure on the part of a party to object to any such action taken without the required consent or approval, shall not be deemed a waiver by the party whose consent was required of its right to

require such consent or approval for any other act, except as expressly set forth herein to the contrary.

(B) Unless expressly provided otherwise, all consents and approvals which may be given by a party under this Agreement shall not (whether or not so indicated elsewhere in this Agreement) be unreasonably withheld, delayed, or conditioned by such party and shall be given or denied within a reasonable time. Upon disapproval of any request for a consent or approval, the disapproving party shall, together with notice of such disapproval, submit to the requesting party a written statement setting forth with specificity its reasons for such disapproval.

Any amendments to this Agreement will require the approval of the City Council for the City and the governing body of the Agency.

- **Section 7.3** <u>Invalid Provisions</u>. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and if the remainder of this Agreement can substantially be reasonably performed without material hardship, so as to accomplish the intent and the goals of the parties hereto.
- **Section 7.4 Applicable Law and Construction**. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. The submission of this document to the parties for examination thereby does not constitute an offer to buy, or a reservation of or operation for the Project, the Project Site, or any part thereof. This Agreement has been negotiated by the City, Agency and the Developer, and this Agreement, including the appendices, and each of them, the City, the Agency, and the Developer shall be deemed to have participated in the preparation thereof.

Section 7.5 <u>Submission to Jurisdiction</u>.

- A. Each party to this Agreement hereby submits to the jurisdiction of the State of Florida, Escambia County and the courts thereof for the purposes of any suit, action or other proceeding arising out of or relating to this Agreement and hereby agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts.
- B. If at any time during the term of this Agreement, the Developer is not a resident of the State of Florida or has no officer, employee, or agent thereof available for service of process who is a resident of the State of Florida, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, employee, agent, or general partner available for service of process in the State of Florida, the Developer for itself and its successors or assigns hereby designates the Secretary of State, State of Florida, its agent for the service of process in any court action between it and the Agency

arising out of or related to this Agreement and such service shall be made as provided by the laws of the State of Florida for service upon a nonresident; provided, however, that at the time of service on the Secretary of State, a copy of such service shall be mailed by prepaid, registered mail, return receipt requested, to the Developer at the address for notices as provided in Section 7.1 hereof.

- **Section 7.6** <u>Complete Agreement</u>. This Agreement, including the Appendices, and all of the terms and provisions contained herein, constitute the full and complete agreement between the parties hereto, and supersedes and controls over any and all prior agreements, understandings, representations, and statements, whether written or oral, made with regard to the matters addressed by this Agreement. This Agreement can be modified or amended only by a writing signed by all parties hereto.
- **Section 7.7** Captions. The section headings and captions of this Agreement and the table of contents preceding this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement, or any part thereof, or in any way affect this Agreement, or construe any article or section hereof.
- **Section 7.8** <u>Successors, Assigns and Grantees</u>. The terms herein contained shall bind and inure to the benefit of the City, the Agency, the Developer and its successors and assigns, except as may be otherwise specifically provided herein.
- **Section 7.9** <u>Holidays</u>. It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given or done on a Saturday or Sunday or on a legal holiday observed in the City of Pensacola, Florida, it shall be postponed to the next following business day not a Saturday, Sunday, or legal holiday.
- **Section 7.10** Appendices. Each Appendix referred to in and attached to this Agreement is an essential part of this Agreement. The Appendices, and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of and incorporated within this Agreement.
- **Section 7.11** No Brokers. The City, the Agency and the Developer hereby represent, agree and acknowledge that no real estate broker or other person is entitled to claim or to be paid a commission solely as a result of the execution and delivery of this Agreement.
- Section 7.12 <u>Developer Not Agent of Agency or City</u>. The Developer and any contractor hired by Developer are not individually or collectively and shall not be deemed to be individually or collectively an agent or contractor of the Agency or the City, and are not subject to nor shall be required to comply with any laws, ordinances, regulations, orders, or policies of or applicable to the Agency or the City applicable or relating to public works projects of the Agency or the City or contractors retained by the Agency or the City for such types of projects. Nothing contained in this Agreement shall be construed or deemed to name, designate, or cause (either directly or indirectly) the Developer, or any contractor thereof, to be an agent for the

Agency or the City.

- **Section 7.13** <u>Public Purpose</u>. This Agreement satisfies, fulfills, and is pursuant to and for a public purpose and municipal purpose and is in the public interest, and is a proper exercise of the City's and Agency's redevelopment powers and authority under the Act.
- **Section 7.14** Technical Amendments. The Mayor, Chair of the Agency, or his or her designee, as to the City and Agency, is authorized to approve such changes and the Mayor, Chair, his or her designee, and other appropriate City or Agency officials are authorized to execute any amendments to this Agreement to address technical terms or correct scriveners errors to make and incorporate such amendment or change to this Agreement, or any Appendix or any other agreement contemplated hereby
- Agreement Not a Chapter 86-191 Laws of Florida Development Agreement. The City, Agency, and the Developer acknowledge and agree that it is their mutual intent that this Agreement, including any Appendix, is an agreement contemplated by Part III, Chapter 163, Florida Statutes, and is not a development agreement described in Sections 163.3220-163.3243, Florida Statutes, originally enacted as Chapter 86-191, Laws of Florida, entitled the "Local Government Development Agreement Act." Nothing herein shall be construed as a development approval or to convey development rights upon the Developer.
- Section 7.16 Third Parties. This Agreement is solely for the benefit of the Developer and the City, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Developer and the City any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. Nothing contained in this Agreement shall limit or impair the Developer's right to protect its rights from interference by a third party.
- **Section 7.17** <u>Waiver of Jury Trial</u>. Each party hereto waives all right to trial by jury in any claim, action, proceeding or counterclaim the party may have against the other parties hereto regarding any matters arising out of or in any way connected with this Agreement.
- **Section 7.18** Compliance with Laws. The Developer will be solely responsible for obtaining all permitting, zoning, building, and other approvals required in conjunction with the proposed Project. The City agrees to cooperate with Developer with respect to obtaining any required approvals; however in entering into this Agreement the City expressly reserves its police power to review and determine all requested zoning and permit approvals in accordance with the City's obligations under federal, state, and local law. The Developer is responsible at all times for complying with all applicable federal, state, and local laws.
 - Section 7.19 Severability. If any portion of any term or provision of this

Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent determined by law.

Section 7.20 <u>Time of Essence</u>. Time is of the essence in each and every instance hereunder with respect to the covenants, undertakings, and conditions to be performed hereunder by the parties.

Section 7.21 <u>Effective Date</u>. The Effective Date of this Agreement shall be the day and year first above written.

Section 7.22 <u>Waiver of Consequential Damages.</u> NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OR LOST OPPORTUNITY OR LOST PROFITS, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OTHER LAW OR OTHERWISE AND NO MULTIPLIER OR SIMILAR CONCEPT SHALL BE APPLIED FOR PURPOSES OF CALCULATING LOSSES.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City, the Agency and the Developer, by and through the undersigned, have entered into this Master Redevelopment Agreement as of the day and year first above written.

CITY OF PENSACOLA, FLORIDA

| [Seal] | Ву: | |
|------------|-------------|--|
| | Mayor Mayor | |
| Attest: | | |
| | | |
| City Clerk | | |

IN WITNESS WHEREOF, the City, the Agency and the Developer, by and through the undersigned, have entered into this Master Redevelopment Agreement as of the day and year first above written.

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA

| [Seal] | n | |
|------------|--------------|--|
| | By: Chair | |
| Attest: | | |
| | | |
| City Clerk | | |

IN WITNESS WHEREOF, the City, the Agency and the Developer, by and through the undersigned, have entered into this Master Redevelopment Agreement as of the day and year first above written.

| 2 NORTH PALAFOX, LLC, a Florida limited liability company |
|--|
| By: |
| Chad C. Henderson, Manager |
| 41 N. JEFFERSON STREET, LLC, a Florida limited liability company |
| By: Chad C. Henderson, Manager |
| 90 E. GARDEN STREET, LLC, a Florida limited liability company |
| By: |
| Chad C. Henderson, Manager |

APPENDIX A

DEVELOPER PARCELS



APPENDIX B

CONCEPTUAL PROJECT PLAN









Growing Pensacola ...with a Local Team!





Gulf Power





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



Dallas, TX.



Chad Henderson, Founder & CEO of Catalyst HRE, is the local developer of the East Garden District project. Catalyst HRE is one of the nation's fastest growing healthcare real estate development companies with 40 employees, over \$500M in assets across 18 states, & offices in Pensacola & Ocala, FL, Milwaukee, WI, &

Henderson has assembled a local Pensacola team to vision and execute the East Garden District project, and has spent over \$4.5M to date on East Garden District real estate acquisitions and with local professionals on the design & engineering of the Jefferson Street Road Diet Project.





David W. Fitzpatrick, P.E., P.A. Civil Engineering







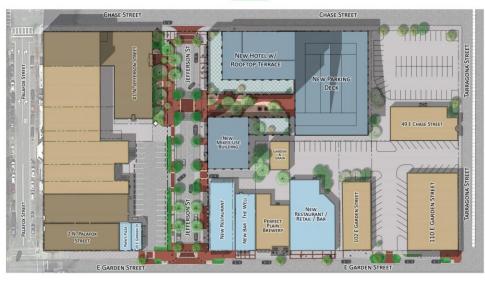




East Garden District



Conceptual Site Plan



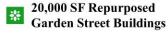


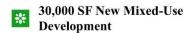
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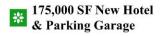


















EGD Placemaking 💥 Jefferson Street Road Diet Project Goals

East Garden District Placemaking

Placemaking is at the heart of the East Garden District, and the Jefferson Street Road Diet Project is central to the transformational vision of the EGD. The road diet project design calls for the calming of traffic and a beautifully landscaped and pedestrian friendly streetscape that will join seamlessly with the planned new EGD boutique hotel, mixed-use building, and urban plaza.

Road Diet Project Goals

- Alignment with Pensacola's "Complete Streets Initiative"
- 120% increase in sidewalks & public areas
- Planting of over 1,200 new trees and shrubs
- Elimination all Jefferson Street power poles between Garden Street & Chase Street



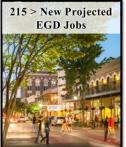


Projected EGD Annual Tax Impacts

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

\$2.8M Total Projected EGD Annual Tax Impacts







E G D

CRA / City Return on Investment

The East Garden District projects new annual tax revenues of \$2.8M.

The proposed CRA / City investment of \$1.375M to the EGD Jefferson Street Road Diet Project will be returned in 1 year once the EGD is fully developed. Future EGD tax revenues will help support new Pensacola growth projects for years to come.



Project Status

- Landscape & Hardscape Construction Drawings are 100% complete & bid.
- Civil Engineering & Utility Engineering Construction Drawings are 95% complete
 bid
- * FDOT permit received.
- Target commencement date for Jefferson Street Road Diet Project > Q1 2021.

APPENDIX C

PROJECT COST ESTIMATE

East Garden District Jefferson Street Road Diet Project Project Cost Estimate

| Soft Costs | Budget |
|---|-----------|
| Site Due Diligence & Conceptual Design | \$31,722 |
| Civil Engineering | \$36,470 |
| Landscape & Hardscape Design | \$81,644 |
| Utilities Engineering - Ruby Engineering | \$38,385 |
| Surveying - (\$7,350 to date + \$10,000 As-built Allowance) | \$17,350 |
| Owner's Representative | \$101,250 |
| Permits & Impact Fees - Allowance | \$10,000 |
| Warranty Bond Allowance | \$20,000 |
| Performance & Payment Bond Allowance | \$20,000 |
| Subtotal | \$356,821 |
| Catalyst HRE Developer / Project Oversight Fee (5%) | \$104,945 |
| Soft Cost Total | \$461,766 |
| Soft Cost Funding | |
| CRA / City Soft Cost Funding Commitment | \$125,000 |
| Developer Soft Cost Funding Estimate | \$336,766 |
| Developer Soft Cost Funding to Date | \$283,437 |

| Hard Costs - Williams Brown General Contractors | Bid |
|---|-------------|
| General Requirements | \$86,200 |
| Mobilization / Erosion Control / Traffic | \$64,250 |
| Demolition | \$59,183 |
| Earthwork | \$73,979 |
| Asphalt & Concrete | \$308,574 |
| Stormwater | \$118,325 |
| Fire | \$56,720 |
| Water | \$89,541 |
| Sewer | \$50,760 |
| Natural Gas > Allowance | \$30,000 |
| Electrical | \$285,000 |
| Hardscaping, Landscaping, Irrigation | \$245,932 |
| Site Ammenities | \$9,245 |
| General Conditions | \$103,692 |
| Subtotal | \$1,581,401 |
| GC Fee 8% | \$126,512 |
| Subtotal w/ GC Fee | \$1,707,913 |
| 2% Contingency | \$34,158 |
| Road Diet Hard Cost Total | \$1,742,071 |
| Hard Cost Funding | |
| CRA / City Hard Cost Funding Commitment | \$1,250,000 |
| Developer Hard Cost Funding Estimate | \$492,071 |

| Road Diet Budget & Funding Summary | |
|---------------------------------------|-------------|
| Road Diet Total Project Cost Estimate | \$2,203,837 |
| CRA / City Funding Commitment | \$1,375,000 |
| Developer Funding Estimate | \$828,837 |







Growing Since 1764



Growing Pensacola ...with a Local Team!



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





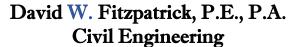
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East Garden District



Conceptual Site Plan

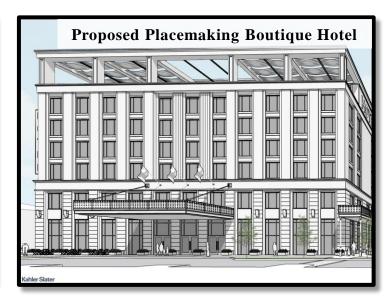














20,000 SF Repurposed Garden Street Buildings



30,000 SF New Mixed-Use Development



175,000 SF New Hotel & Parking Garage









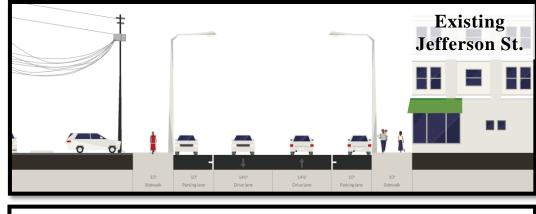
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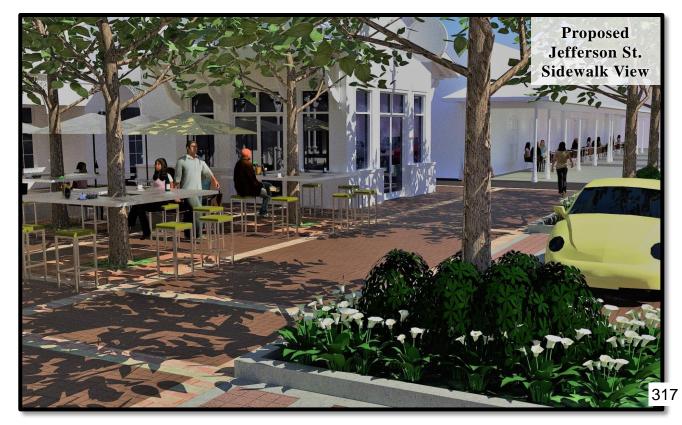
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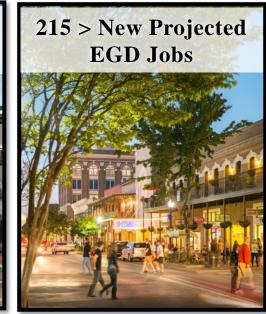


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DWG Rev Number

EA.

SHEET NO .:

G100

PREPARED FOR: 90 E GARDEN STREET, LLC

41 N JEFFERSON STREET, 4TH FLOOR PENSACOLA, FLORIDA 32502

CONTACT: TOSH BELSINGER

EMAIL: TB@GULFBLUEGROUP.COM

PHONE: (850) 776-2655

SIGNATURE BLOCK

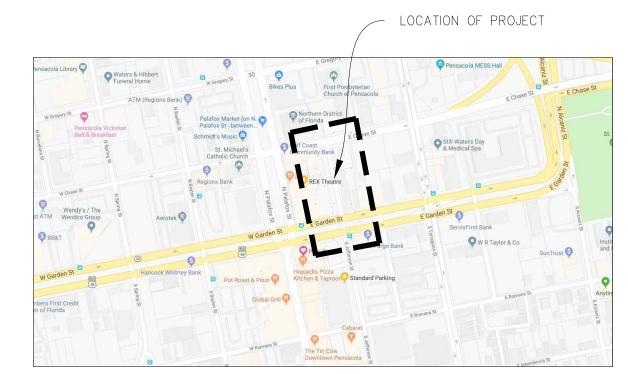
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| MAX | MAXIMUM | | |



STATE LOCATION MAP

NOT TO SCALE



LOCATION MAP

NOT TO SCALE

CONSTRUCTION DOCUMENT GENERAL NOTES:

- 1. SEE ACCOMPANYING SPECIFICATIONS 2. ALL PLANTS, MATERIALS, HARDSCAPE AND WORKMANSHIP ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT. SUBSTITUTIONS OR ADJUSTMENTS SHALL BE CONSIDERED UNAPPROVED UNLESS IN WRITING BY LANDSCAPE ARCHITECT.
- 3. ALL UNAPPROVED FIELD CHANGES, ADJUSTMENTS AND SUBSTITUTIONS SHALL BE CONSIDERED UNAPPROVED THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- 4. ALL UTILITIES SHALL BE ACCURATELY LOCATED PRIOR TO CONSTRUCTION BY THE CONTRACTOR.
- 5. LANDSCAPE PLANS SHALL BE USED IN CONJUNCTION WITH
- ENGINEERING CONSTRUCTION DOCUMENTS. 6. ALL STORMWATER, SUBSURFACE UTILITIES SHALL REFERENCE
- ENGINEERING CONSTRUCTION DOCUMENTS. 7. CONTRACTOR SHALL REFERENCE ENGINEERING CONSTRUCTION
- DOCUMENTS FOR EXISTING CONDITIONS, SURVEY, DEMOLITION & ALL OTHER SITE IMPROVEMENTS WHICH FALL OUTSIDE THE SCOPE OF LANDSCAPE ARCHITECTURE CONSTRUCTION DOCUMENTS.
- 8. ALL LANDSCAPE WHICH FALLS WITHIN THE FDOT LIMITS OF CLEAR SITE TRIANGLE(S) SHALL COMPLY WITH FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN MANUAL (LATEST EDITION) CHAPTER 212 -INTERSECTIONS.
- 9. CONNECT ALL LATERAL IRRIGATION LINES TO AN FDOT COMPLIANT IRRIGATION SYSTEM CONTAINING A WEATHER STATION CAPABLE OF SHUTTING THE SYSTEM OFF IN THE EVENT OF PRECIPITATION IN ACCORDANCE WITH STATE LAWS & REGULATIONS. 10. IRRIGATION CONTROLLER, WEATHER STATION, RAIN SENSOR,

MAINLINE & VALVES SHALL NOT BE LOCATED WITHIN THE FDOT

Sheet List Table

Sheet Title

Cover Page

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Site Layout Plan

Site Layout Plan

Site Materials Plan

Site Materials Plan

Landscape Plan

Landscape Plan

Site Materials Sections

Site Materials-Bid Alternate - 1

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G300

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L102

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L202

L203

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L301

L302

L401

Landscape

Landscape Architecture Details

Layout

L402 Landscape Architecture Details L403 Landscape Architecture Specs Irrigation L501 Irrigation Plan L502 Irrigation Plan **Irrigation Details** L504 **Irrigation Details**

DATE PREPARED:

08/12/2020

CITY OF PENSACOLA RIGHT-OF-WAY:

BETWEEN

FDOT ROADWAY ID: 48100001 (CHASE ST.) NORTH MILEPOST: N JEFFERSON ST - 0.064

FDOT ROADWAY ID: 48080060 (GARDEN ST.) SOUTH MILEPOST: JEFFERSON ST - 4.020

MEDIUM MEMBRANE

MILLIMETER

NATIONAL ELECTRICAL CODE NATIONAL PIPE TAPER

MINIMUM

NOMINAL

ORIGINAL

ON CENTER(S) OPPOSITE

OUTER DIAMETER

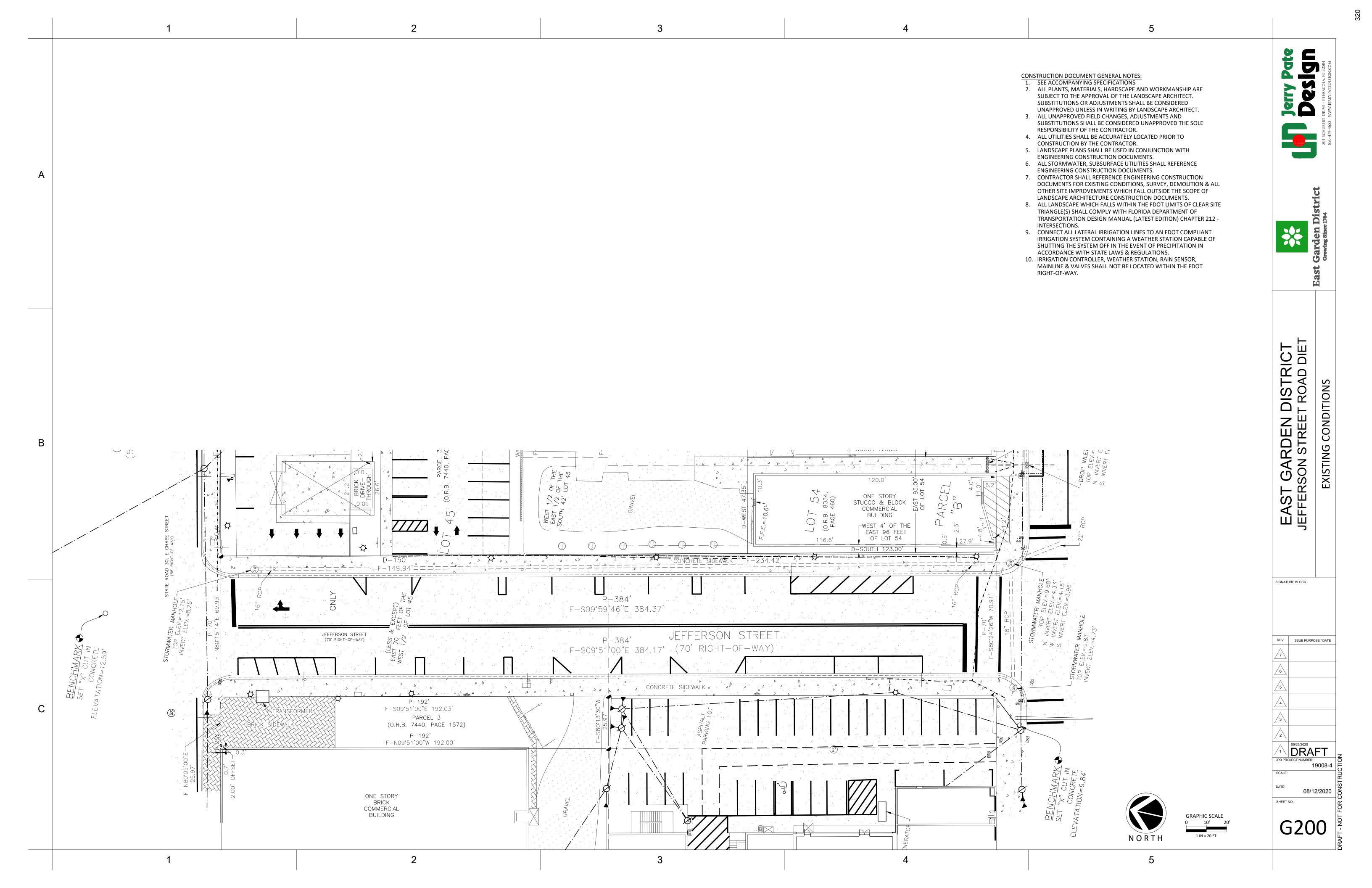
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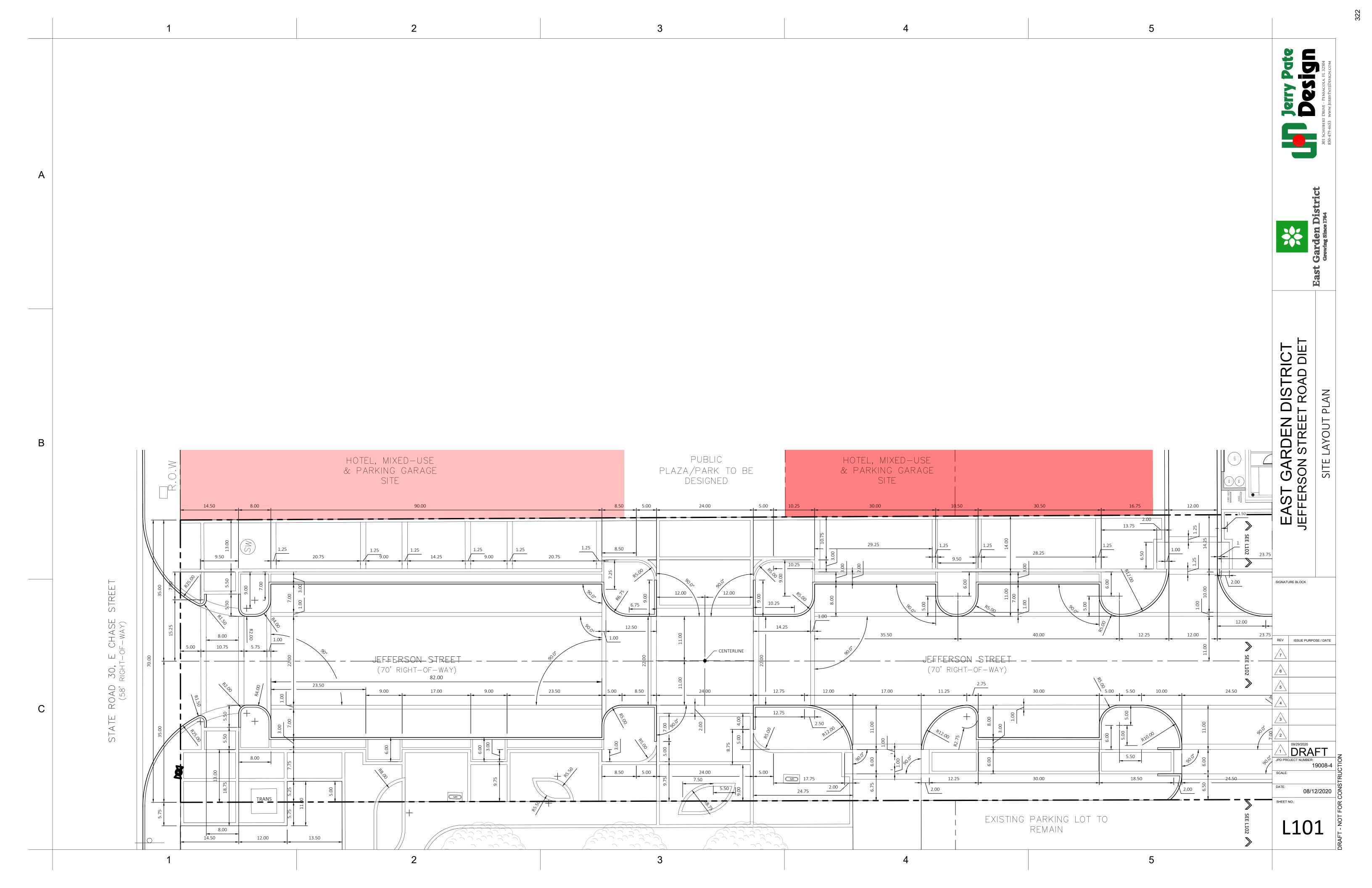
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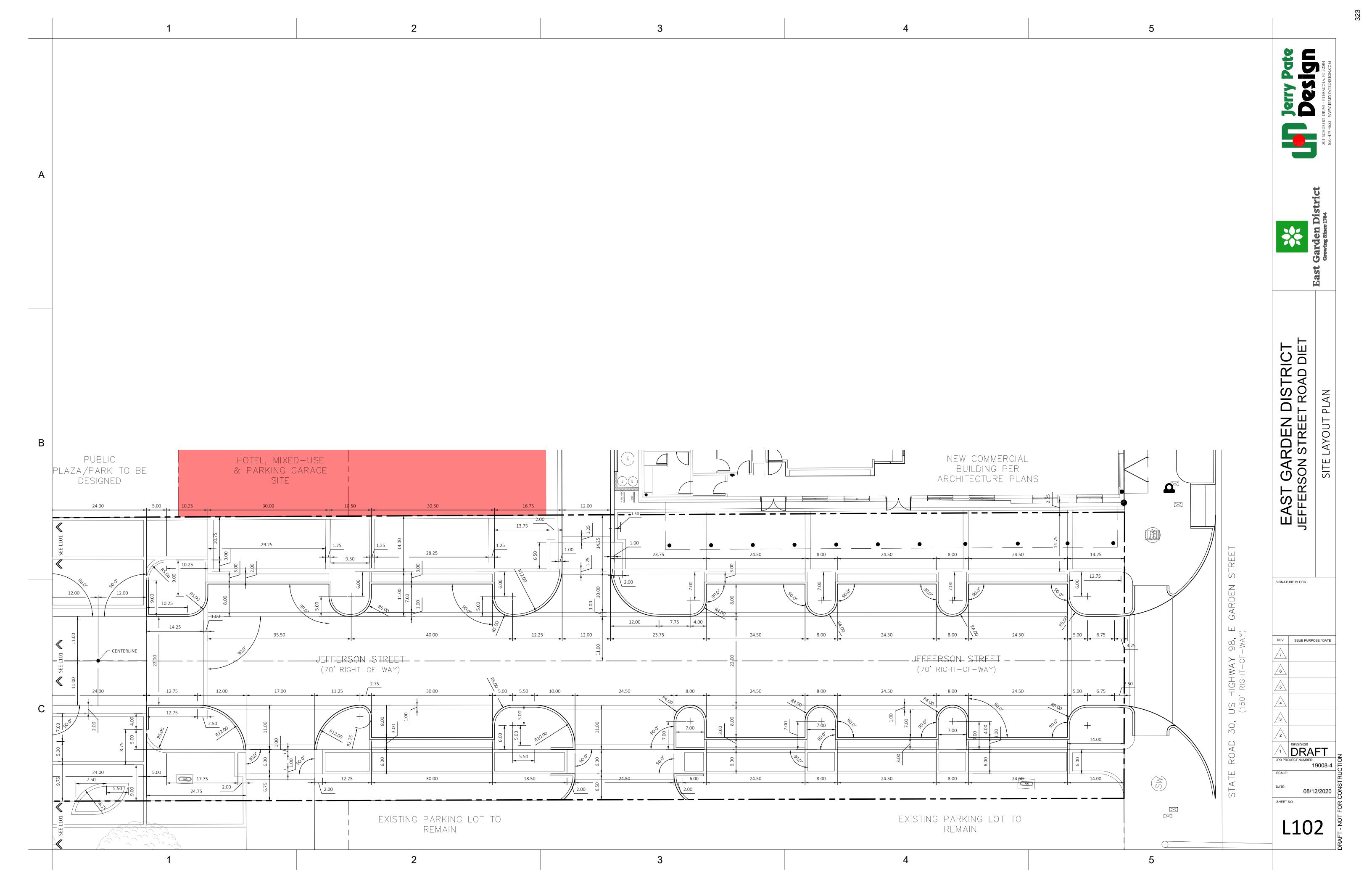
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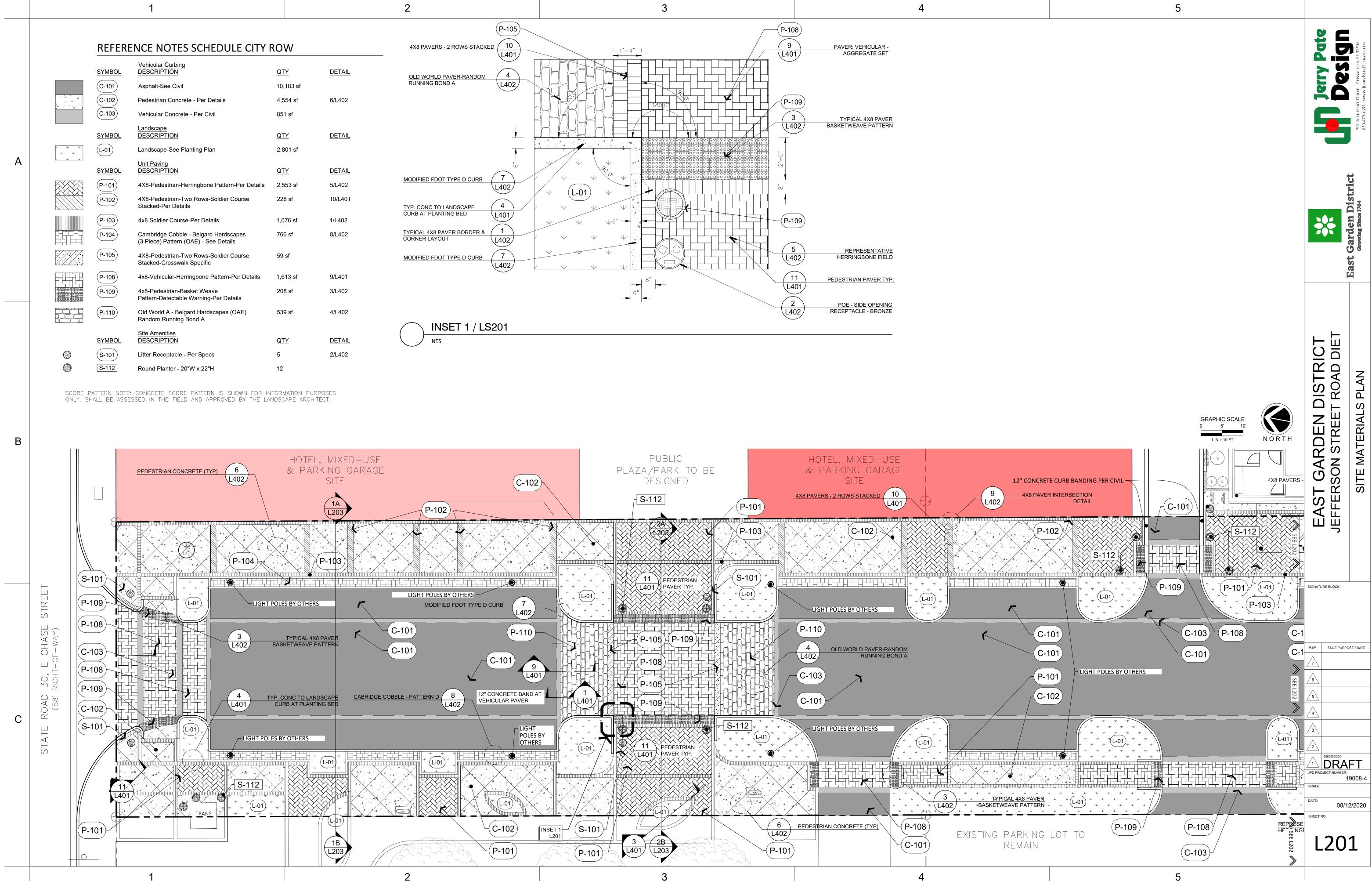
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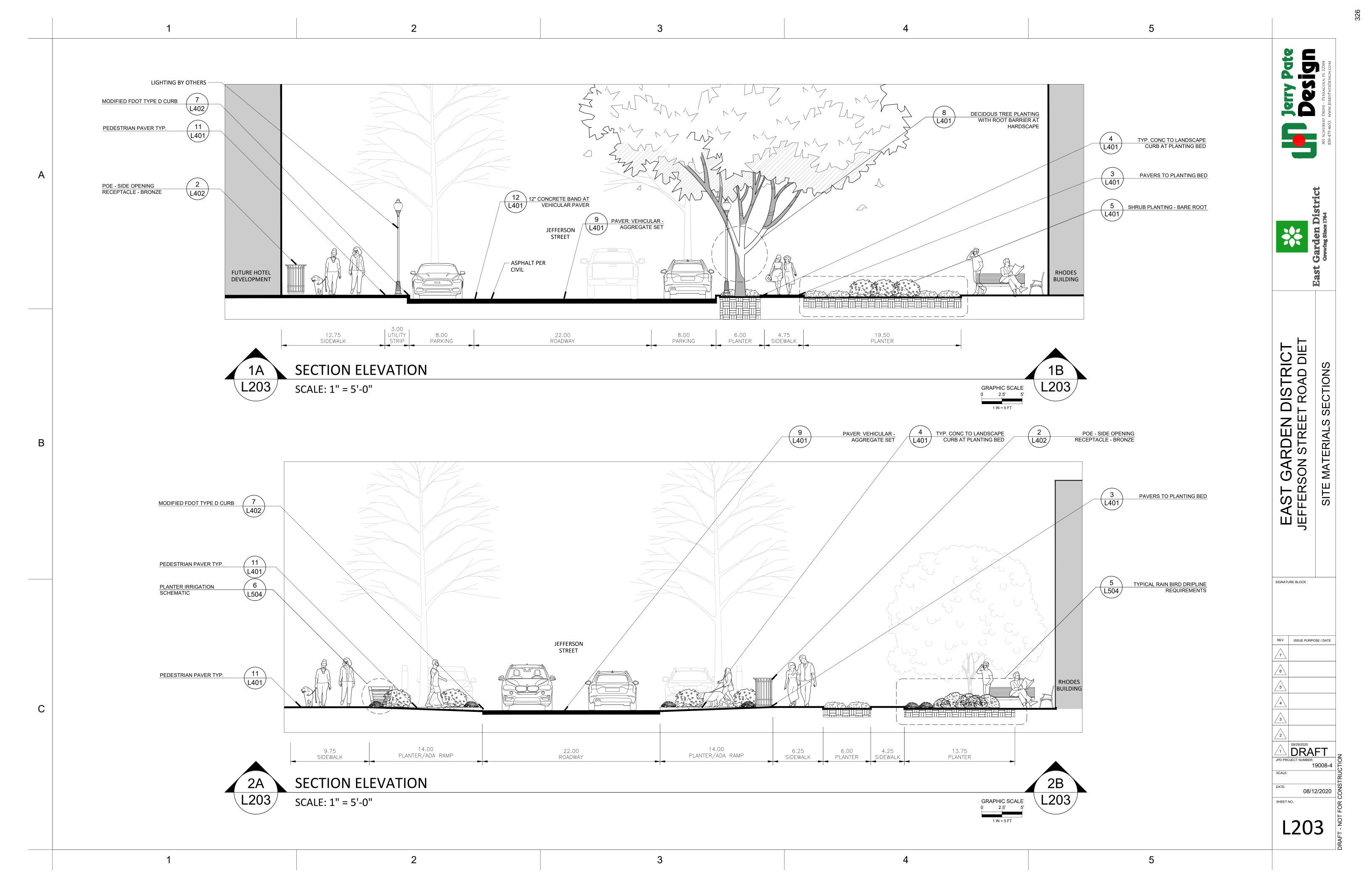


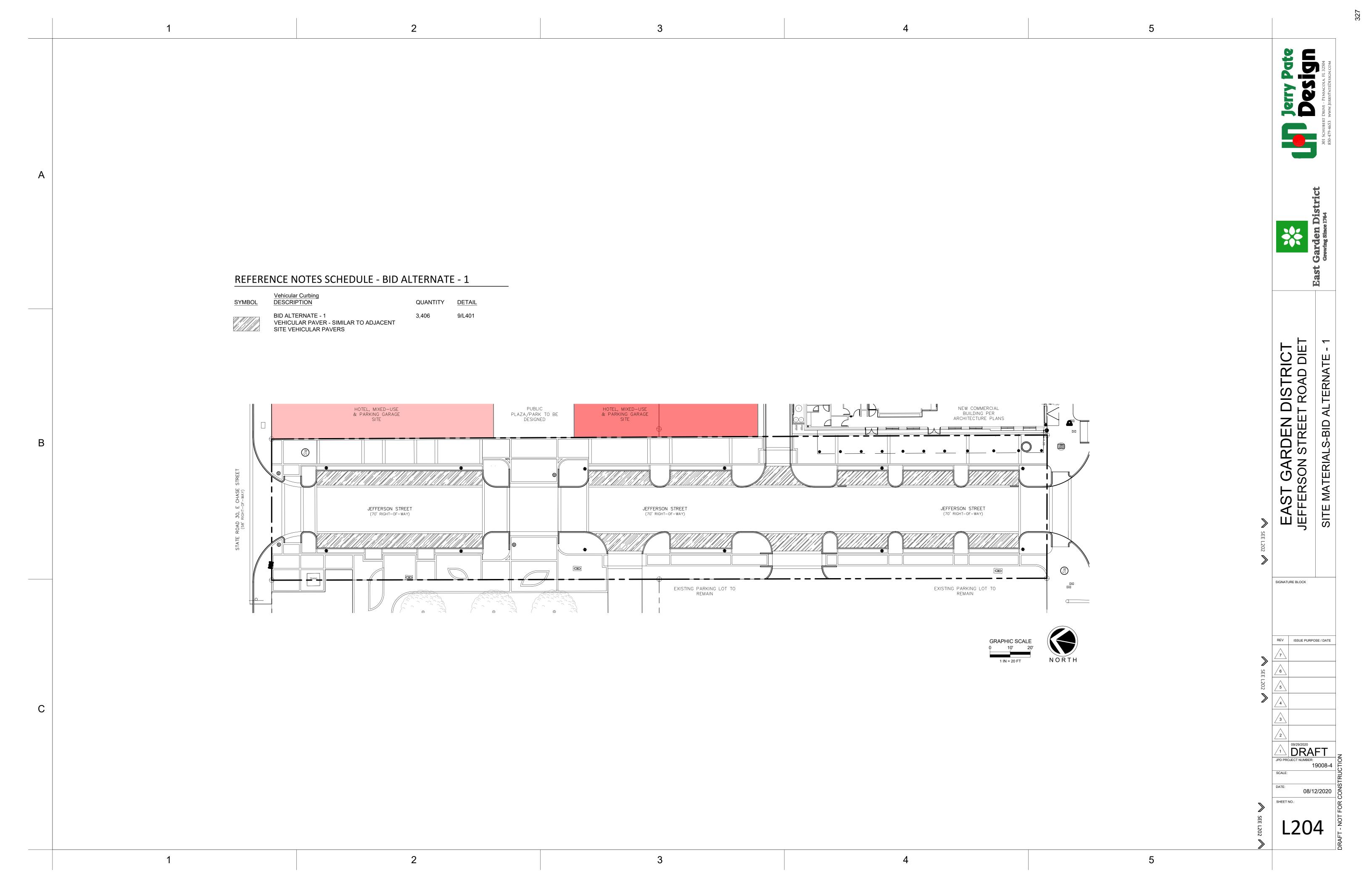


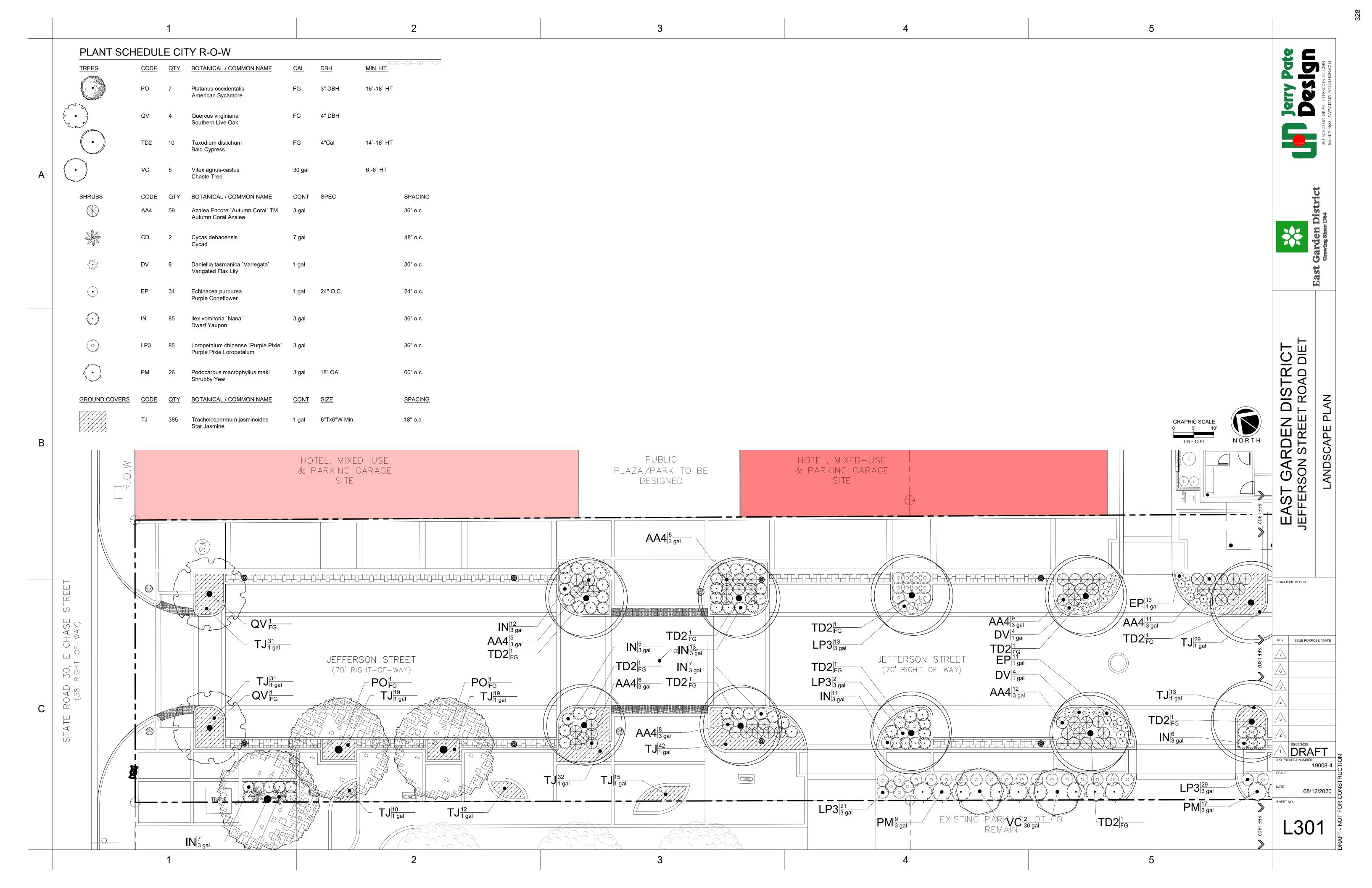


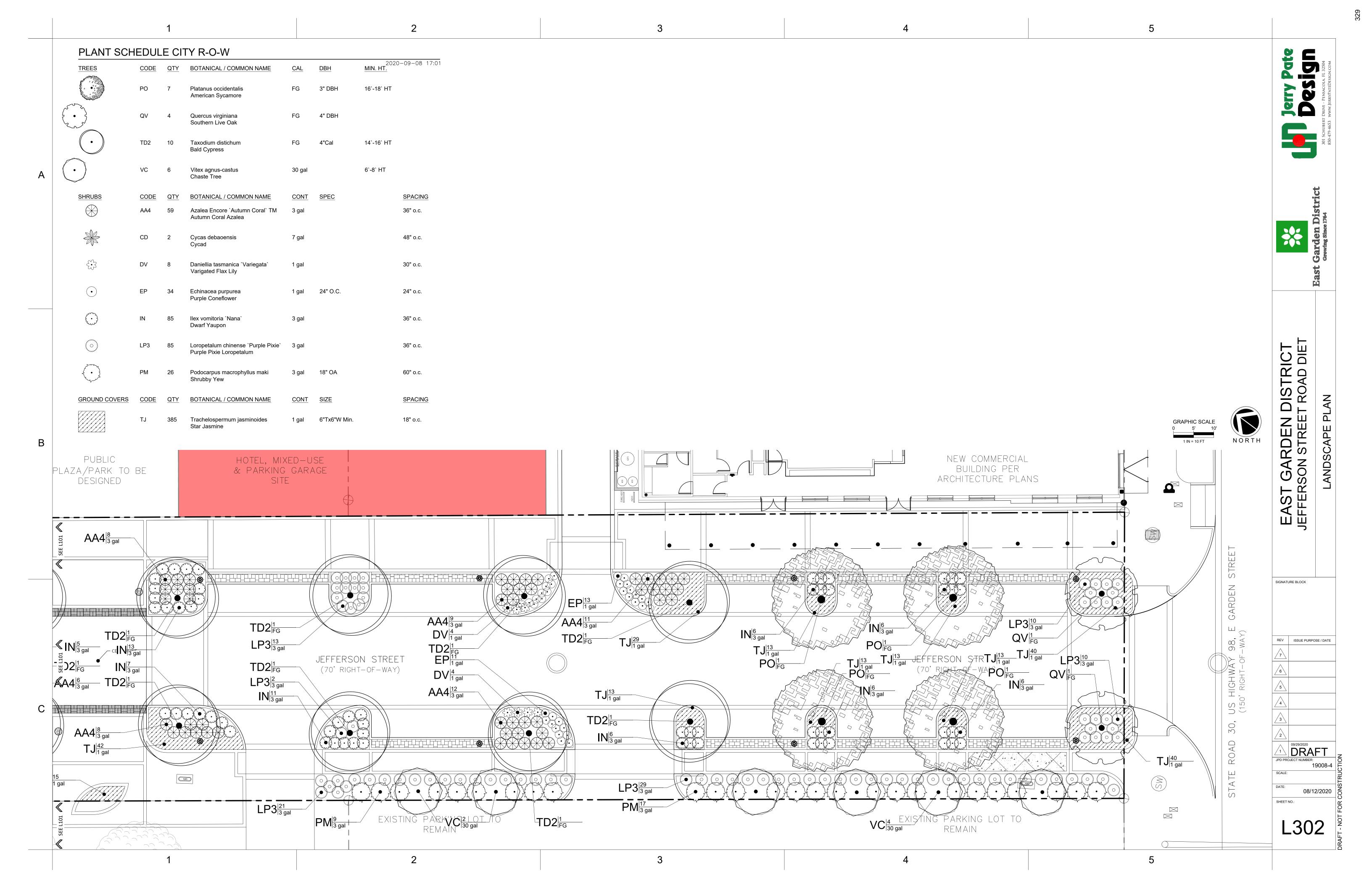


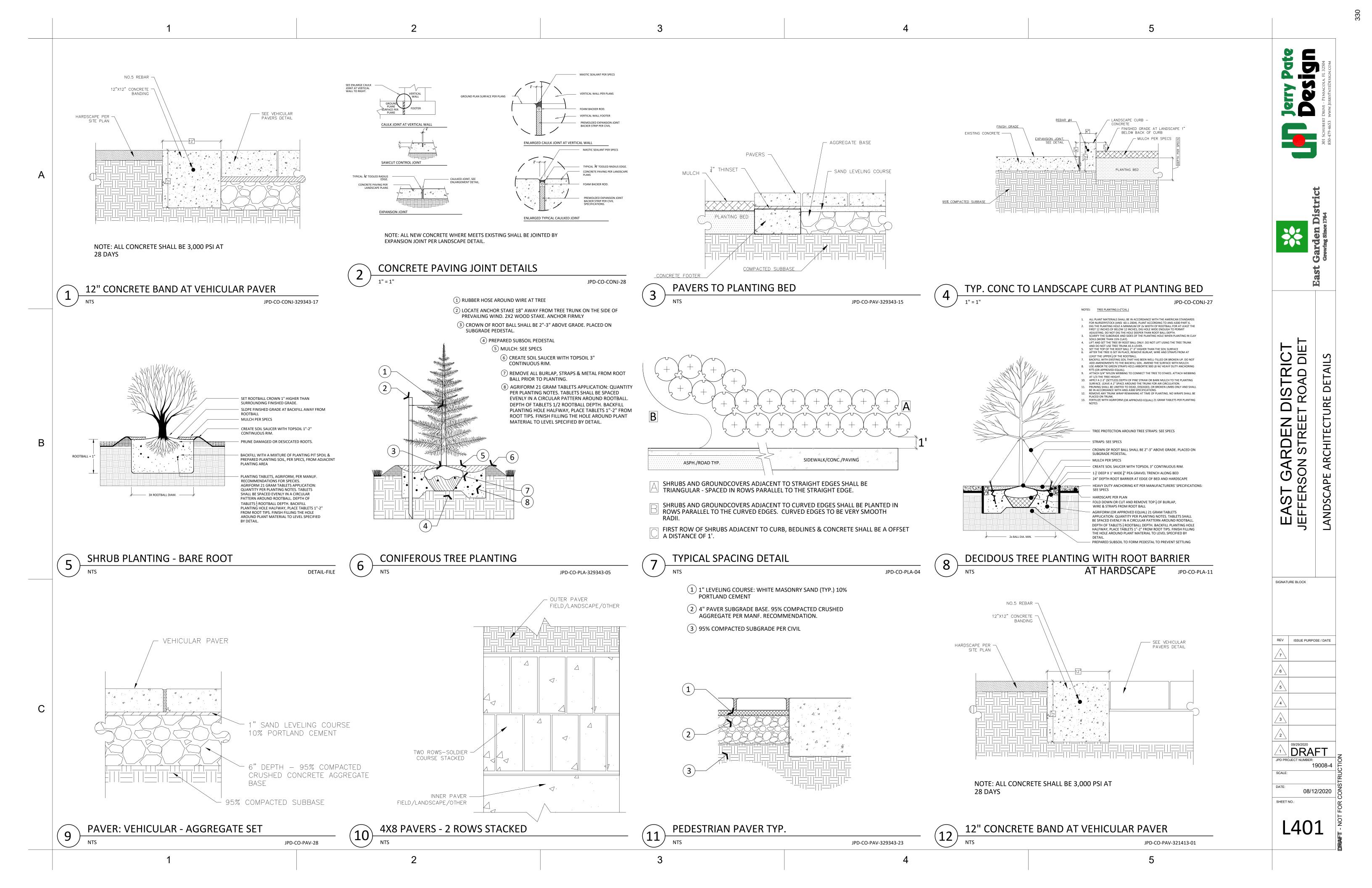


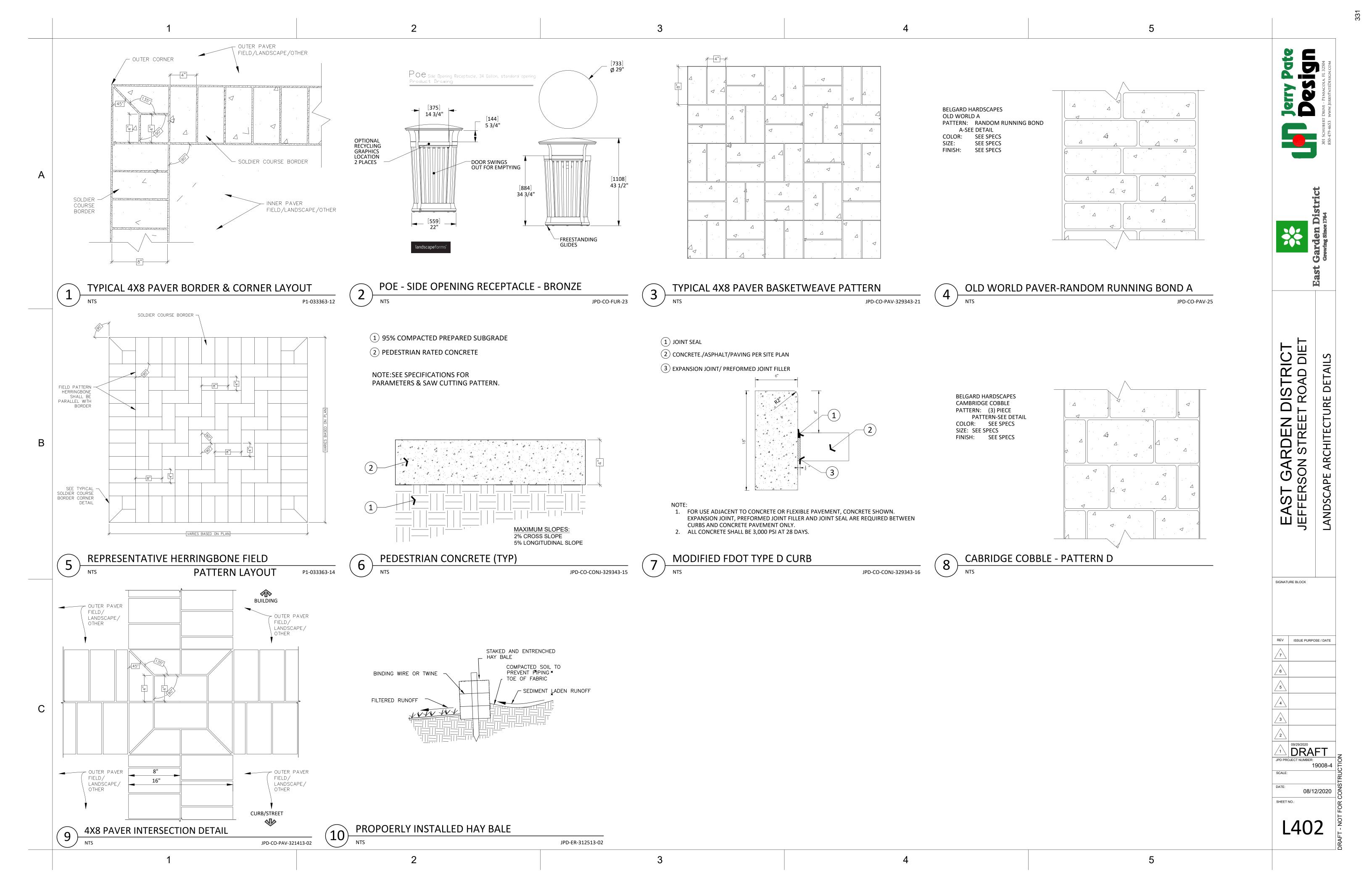












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PATTERN: PER PLAN DOCUMENTS AND DETAILS.

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MAKE: BELGARD HARDSCAPES OR APPROVED EQUAL

APPLY MEDIUM BROOM FINISH PRIOR TO APPLYING SALT

USE SALT CRYSTALS 3/8 INCH DIAM IN SIZE. PRESS INTO THE

AVOID PRODUCING INDENTS LARGER THAN 1/4 INCH.

BEGIN WORKING SALT CRYSTALS INTO THE CONCRETE WHEN

A GOOD TEST IS TO PRESS YOUR FINGER INTO THE SURFACE.

THE CONCRETE IS AT THE CORRECT STIFFNESS WHEN THE

WASH SALT AWAY ONCE CONCRETE IS ABLE TO BE WALKED ON.

WHEN WASHING THE SALT AWAY, REMOVE ALL TRACES OF SALT

SALT WILL DISCOLOR AND/OR STAIN CONCRETE, PAVERS,

ASPHALT AND ALL OTHER HARDSCAPE SURFACES IF NOT

WASH SALT IN ACCORDANCE WITH ALL FLORIDA STATUTES.

SAW CUTS SHALL BE A 5 FOOT BY 5 FOOT GRID INSTALLED AT A

45 DEGREE ANGLE FROM CENTERLINE OF JEFFERSON STREET.

FDOT COMPLIANT MASTIC JOINT SEALANT, SUBMIT COLOR OPTIONS TO

BRONZE IN COLOR, SURFACE MOUNTED THROUGH PAVERS INTO CONCRETE

PLANTERS: VARIOUS ON SITE DIFFERING IN SIZE. VERADEK BRAND, BLACK IN

ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PLANS AND

WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED

ALL DIMENSIONS AND CONDITIONS ON THE JOB. THE LANDSCAPE

LANDSCAPE MATERIALS SHALL BE ADJUSTED IN THE FIELD TO AVOID

CONFLICTS WITH ANY PROPOSED OR REMAINING UTILITY STRUCTURES

WRITTEN NOTES. NO SUBSTITUTIONS SHALL BE MADE WITHOUT PRIOR

WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT, JERRY PATE DESIGN

DIMENSIONS. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR

ARCHITECT SHALL BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS

DRAINAGE STRUCTURES, DITCHES, UNDER DRAINS, DITCH BLOCKS, STORM

WATER FACILITIES AND DRAINAGE DISCHARGE PATHS, EXISTING SIGNAGE,

AND EXISTING LIGHTING AND THEIR APPURTENANCES. THE CONTRACTOR

SHALL NOT INSTALL THE PROPOSED IMPROVEMENTS IF A CONFLICT EXISTS

ANY COSTS TO REMOVE AND/OR REPAIR WORK ADJUSTED THAT HAS NOT

BEEN APPROVED PREVIOUSLY BY THE LANDSCAPE ARCHITECT SHALL BE AT

LANDSCAPE IMPROVEMENTS SHALL BE INSTALLED BY THE CONTRACTOR IN

ACCORDANCE WITH THE MOST CURRENT "FDOT DESIGN MANUAL.

PLANT QUANTITIES SHOWN ON THE LANDSCAPE PLAN ARE MINIMUM

ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE CONTRACTOR'S OWN **OUANTITY TAKE-OFF AND SHALL PROVIDE ALL PLANT MATERIAL REQUIRED**

PROTECTION OF EXISTING TREES TO REMAIN SHALL BE IN ACCORDANCE

WITH THE MOST CURRENT "FDOT DESIGN MANUAL - CHAPTER 329 LANDSCAPE PLANS" AND ALL OTHER PLANTING SPECIFICATIONS INCLUDED

CHAPTER 329 LANDSCAPE PLANS" AND ALL OTHER PLANTING

SPECIFICATIONS INCLUDED IN THE PERMIT DOCUMENTS.

TO FILL THE PLANTING BEDS TO MEET DESIGN INTENT

LITTER RECEPTACLES: LANDSCAPE FORMS POE, SIDE OPENING 34 GALLON,

SURFACE TO A DEPTH OF APPROXIMATELY 3/8 INCH.

MAKE: BELGARD HARDSCAPES - HOLLAND STONE-OR APPROVED

4.14.1.5. PATTERN: PER PLAN DOCUMENTS AND DETAILS.

4X8-PEDESTRIAN - ADA COMPLIANT PAVER

MAKE: KEYSTONE - CITYSCAPE ADA

4.14.3.5. PATTERN: PER PLAN DOCUMENTS AND DETAILS.

CAMBRIDGE COBBLE (3) PIECE MODULAR

4.14.3.5. PATTERN: PER PLAN DOCUMENTS AND DETAILS.

4.14.4.5. PATTERN: PER PLAN DOCUMENTS AND DETAILS

SALT PITTED CONCRETE APPLICATION

DISTRIBUTE EVENLY ACROSS SURFACE.

CONCRETE IS JUST BEGINNING TO SET.

IMPRINT DEPTH IS APPROX 1/4 INCH

TO PREVENT SURFACE DISCOLORATION.

4.14.5.3.1. SAW CUT CONTROL JOINTS 1/8 INCH DEEP AND THICK.

FULLY REMOVED.

LANDSCAPE ARCHITECT FOR APPROVAL

COLOR, SIZES PER DRAWINGS AND CALLOUTS.

AND CONDITIONS SHOWN ON THE PLANS.

THE CONTRACTOR'S EXPENSE.

IN THE PERMIT DOCUMENTS.

4X8-VEHICULAR

EQUAL

4.14.3.2. COLOR: CHARCOAL

4.14.3.3. FINISH: SMOOTH

4.14.3.4. SIZE: 60MM

4.14.3.4. SIZE: 60MM

4.14.4.4. SIZE: 80MM

4.14.5.1. 3,000 PSI AT 28 DAYS

4.14.5. CONCRETE

4.14.5.2.2.1.

4.14.5.2.4.1.

4.14.5.3. CONTROL JOINTS

4.14.5.3.2.

4.15. JOINT SEALANT

5. LANDSCAPE GENERAL NOTES

4.14.4. OLD WORLD PAVER

4.14.2.4. SIZE: 80MM

4.14.2.2. COLOR: PER OWNER

FINISH: PER OWNER

COLOR: GRANITE

COLOR: GRANITE

FINISH: PRESSED FACE

PARTICLES.

4.14.3.3. FINISH: SMOOTH (NON-PROCESS)

---- CONTINUED FROM PREVIOUS COLUMN -----

THE JOB SITE. IF ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL IS THE LANDSCAPE ARCHITECT.

TO BE PROTECTED BY THE CONTRACTOR. IF A MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE LANDSCAPE ARCHITECT.

6. PLANTING BED PREPARATION

- ALL TRASH, ASPHALT, CONCRETE SIGNAGE, WEEDS AND OTHER SPOILAGE SHALL BE REMOVED FROM SITE PRIOR TO MOBILIZATION OF PLANTING
- ALL AREAS TO BE PLANTED OR SODDED SHALL BE GRADED TO SITE SPECIFICATIONS PRIOR TO MOBILIZATION OF PLANTING CONTRACTOR.
- CONTRACTOR SHALL CONFIRM ALL PLANTING BEDS ARE NOT COMPACTED BEYOND 85 PERCENT TO ENSURE DRAINAGE. SHOULD COMPACTED SOILS EXIST, SOILS SHALL BE EXCAVATED AND REPLACED WITH WELL-DRAINING SOIL PRIOR TO MOBILIZATION OF PLANTING CONTRACTOR. NO PARKING LOT SUB-BASE, ASPHALT MATERIAL OR CONCRETE SPOILS SHALL REMAIN IN PLANTING BEDS.
- UNLESS OTHERWISE NOTED ON THE PLANS. HERBICIDE MANUFACTURER SPECIFICATIONS AND INSTRUCTIONS SHALL BE FOLLOWED AS TO TREATMENT DILUTION, MIX, APPLICATION, AND TIME PERIODS BETWEEN APPLICATIONS AS APPLICABLE TO ASSURE WEEDS ARE ELIMINATED FROM THE PLANTING BEDS PRIOR TO COMMENCING PLANTING. ALL PERSONNEL INVOLVED IN THE CHEMICAL PROGRAM ARE TO RECEIVE THE PROPER TRAINING AND LICENSURE, AND FOLLOW THE OPERATING GUIDELINES PROVIDED BY FDOT FOR CHEMICAL CONTROL. CONTACT THE ESCAMBIA COUNTY EXTENSION SERVICE FOR ADDITIONAL INFORMATION REGARDING HERBICIDES, PESTICIDES, AND REQUIRED LICENSES.
- ALL SOIL AMENDMENTS SHALL BE ADDED TO THE PLANTING BEDS AND INCORPORATED INTO THE SOIL PRIOR TO COMMENCING FINAL GRADING AND PLANTING. ALL BEDS SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE WITH NO AREAS WHERE STANDING WATER COULD OCCUR
- ALL PLANTING BED AREAS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE TO ENSURE THAT WEEDS WILL BE CONTROLLED.
- THE LANDSCAPE INSTALLATION MUST BE PROPERLY SEQUENCED WITH OTHER CONSTRUCTION SO THAT THE LANDSCAPE IS NOT DAMAGED BY OTHER WORK/TRADES AND VICE VERSA.
- GUARANTEE PLANT HEALTH AND SURVIVABILITY FOR ONE YEAR FROM DATE OF PROJECT ACCEPTANCE BY THE LANDSCAPE ARCHITECT. ANY MATERIAL NOT MEETING SPECIFICATIONS OR DISPLAYING POOR HEALTH SHALL BE
- REMOVED AND REPLACED AT CONTRACTOR'S EXPENSE.
- ALL PLANTS MUST BE BROUGHT TO THE SITE FREE OF WEEDS.
- ALL PLANT MATERIALS INDICATED WITH A GALLON SIZE SHALL BE CONTAINER GROWN AND WITHIN A CONTAINER APPROPRIATE FOR THE

ROOT BOUND PLANTS SHALL NOT BE ACCEPTED.

- NO SUBSTITUTIONS SHALL BE PERMITTED WITHOUT PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT.
- THE CONTRACTOR
- 7.5. DESIGN INTENT. THE CONTRACTOR SHALL FLAG ALL TREE AND BED LINE LOCATIONS FOR APPROVAL OF LANDSCAPE ARCHITECT PRIOR TO ANY
- THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR ALL APPROPRIATE SOIL AMENDMENTS AND A PROPERLY PREPARED FINISHED SOIL LAYER IN ACCORDANCE WITH CURRENT FDOT STANDARD PLANS FOR ROAD
- THE CONTRACTOR SHALL REPAIR OR REPLACE ANY EXISTING VEGETATION INTENDED TO REMAIN THAT IS DISTURBED BY PLANT MATERIAL INSTALLATION ACTIVITIES. THIS REPAIR / REPLACEMENT SHALL BLEND
- ALL PLANT MATERIAL MUST BE PLANTED IMMEDIATELY UPON DELIVERY TO THE SITE AND WATERED IN, BY HAND IF THE IRRIGATION SYSTEM IS NOT YET FUNCTIONING PROPERLY. ANY PLANT MATERIAL NOT INSTALLED WITHIN 6 HOURS OF DELIVERY TO THE SITE MUST BE STORED IN AN APPROVED, PROTECTED HOLDING AREA AND SHALL BE WATERED AS NECESSARY TO MAINTAIN PLANT HEALTH AND QUALITY. ALL BLACK PLASTIC PLACED AROUND TREE ROOTBALLS SHALL BE REMOVED IMMEDIATELY UPON DELIVERY TO THE SITE.
- SHALL BE IMMEDIATELY APPLIED TO THE ROOTBALL AND FOLIAGE. THE TOPS SHALL BE UNTIED AND THE TREES STORED UPRIGHT WITH MULCH COVERING THE ROOTBALLS.
- TREES SHALL NOT BE STORED LYING DOWN.

7.9. SHRUBS:

PLANT SHRUBS IN CIRCULAR PITS WITH A DIAMETER 3x DIAMETER OF ROOTBALL OR CONTAINER.

- PLANT TREES IN CIRCULAR PITS WITH A DIAMETER 2x DIAMETER OF 7.10.1. ROOTBALL OR CONTAINER.
- AND GRADES UNTIL FINAL ACCEPTANCE BY THE LANDSCAPE ARCHITECT.
 - ---- CONTINUED NEXT COLUMN -----

1. LANDSCAPE ARCHITECTURE GENERAL PROJECT NOTES & SPECS EXISTING SITE CONDITIONS PROVIDED BY OTHERS.

- ALL DIMENSIONS AND GRADES SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
- THE CONTRACTOR IS TO COORDINATE WITH THE RESPONSIBLE UTILITY PROVIDER FOR PROTECTION/HOLDING OF UTILITY POLES, GUY WIRES, AND GUY ANCHORS IN AREAS OF CONSTRUCTION. THE CONTRACTOR SHALL INCLUDE THE COST OF PROTECTING UTILITY POLES IN THEIR OVERALL PRICE TO THE OWNER/OWNER'S REPRESENTATIVE.
- ALL EXCESS MATERIAL SHALL BE HAULED AWAY AND DISPOSED OF APPROPRIATELY AT THE CONTRACTOR'S EXPENSE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL ORDINANCES.
- RELOCATION OR REPLACEMENT OF OBSTRUCTIONS OWNED BY PRIVATE PROPERTY OWNER SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR WHO MUST COORDINATE WITH THE PROPERTY OWNER.
- THE CONTRACTOR SHALL MAINTAIN TRAFFIC CONTROL IN ACCORDANCE WITH FDOT STANDARD PLANS (LATEST EDITION), FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) AND IN ACCORDANCE WITH ALL PERMIT REQUIREMENTS.

- ALL DEBRIS RESULTING FROM PROPOSED DEMOLITION WILL BE DISPOSED OF IN A LEGAL MANNER AND WILL CONFORM TO ANY AND ALL STATE AND LOCAL REGULATIONS AND/OR ORDINANCES WHICH GOVERN SUCH
- THE CONTRACTOR IS TO FIELD VERIFY THE LOCATION OF EXISTING UTILITIES AND COORDINATE RELOCATION WITH THE APPROPRIATE UTILITY OWNER AS NECESSARY. ANY AND ALL UTILITIES ENCOUNTERED DURING DEMOLITION WILL BE PROTECTED AND/OR RELOCATED AT THE DISCRETION OF THEIR PROSPECTIVE OWNERS.
- NO DEMOLITION DEBRIS WILL BE STOCKPILED OR GATHERED ON THE PROJECT SITE OR ADJACENT PROPERTIES WITHOUT PRIOR WRITTEN AUTHORIZATION BY THE LANDSCAPE ARCHITECT.

3. HARDSCAPE NOTES:

3.1. DEFINITIONS

- HARDSCAPE CONCRETE FLATWORK, CONCRETE RAMPS, STAMPED CONCRETE, DECORATIVE CONCRETE, PEDESTRIAN RATED PAVERS, VEHICULAR RATED PAVERS, UNIT PAVERS, POURED CONCRETE WALLS, MASONRY WALLS AND ALL OTHER MATERIALS PROPOSED WITHIN THE SCOPE OF THE LANDSCAPE ARCHITECTURE DRAWINGS.
- **BIDDER QUALIFICATIONS:**
- HARDSCAPE CONTRACTORS SUBMITTING BIDS SHALL BE A LICENSED FLORIDA CONTRACTOR.
- BIDDING CONTRACTORS MUST HAVE AT LEAST FIVE (5) YEARS OF CONSTRUCTION EXPERIENCE WITH CONSTRUCTING AND RENOVATING SIMILAR TYPES OF HARDSCAPE.
- FURTHER, BIDDERS SHALL PROVIDE QUALIFICATIONS FOR THE PROJECT SUPERINTENDENT WHO WILL BE ON THE SITE ON A DAILY BASIS.
- SUPERINTENDENT SHALL POSSESS THE MINIMUM QUALIFICATIONS LISTED ABOVE.
- ALL PAVERS LOCATED WITHIN THE CITY RIGHT OF WAY & FDOT RIGHT OF WAY SHALL HAVE A CONCRETE BASE IN ACCORDANCE WITH CITY STANDARDS & DETAILS.
- SHOULD MINOR FIELD ADJUSTMENTS BE NECESSARY THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT FOR RECOMMENDED COURSE
- THE CONTRACTOR IS RESPONSIBLE FOR ANY ADJUSTMENTS NOT APPROVED BY THE LANDSCAPE ARCHITECT.
- WHERE HARDSCAPE ABUTS BUILDING FACE IT SHALL BE SEALED WITH: SEALANT TO MATCH ARCHITECTURE DRAWINGS AND SPECIFICATIONS.

4. MATERIALS

- MATERIALS LISTED UNDER THIS SECTION ARE EXPRESSLY SPECIFIED FOR USE BUT DOES NOT PROHIBIT OR RESTRICT THE CONTRACTOR FROM PROVIDING OTHER APPROVED MATERIALS NOT LISTED IN ORDER TO COMPLETE THE WORK REQUIRED HEREIN. ALL MATERIALS SHALL BE NEW AND IN PERFECT
- IRRIGATION SYSTEM MATERIALS: ALL PARTS, PIECES, COMPONENTS AND PRODUCTS SHALL BE OF NEW, UNUSED, PERFECT CONDITION
- THE IRRIGATION SYSTEM COMPONENTS SHALL COMPLY WITH THOSE FOUND ON PERMIT DOCUMENT'S IRRIGATION PLAN(S) UNLESS OTHERWISE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT
- 4.3. PLANT MATERIAL: ALL PLANT MATERIAL SHALL BE FLORIDA NO. 1 OR BETTER, UNLESS OTHERWISE NOTED, AS SET FORTH IN THE CURRENT EDITION OF THE 'GRADES AND STANDARDS FOR NURSERY PLANTS,' STATE OF FLORIDA
- PRE-EMERGENCE WEED CONTROL: CONTRACTOR OPTION (GRANULAR)
- POST-EMERGENCE WEED CONTROL: CONTRACTOR OPTION
- 4.6. HERBICIDE: CONTRACTOR OPTION.
- INSECTICIDE: CONTRACTOR OPTION. 4.7.
- FUNGICIDE: CONTRACTOR OPTION. 4.8. SHRUB BED FERTILIZER: AGRIFORM TABLETS PER MANUFACTURER'S 4.9. RECOMMENDED RATES FOR EACH PLANT USED.
- LAWN FERTILIZER: N/A
- TREE FERTILIZER: AGRIFORM (OR APPROVED EQUAL) 21 GRAM TABLETS. APPLIED PER MANUFACTURER SPECIFICATIONS.
- MULCH: NATURAL PINE STRAW 3" MINIMUM DEPTH.
- TREE STAKES AND GUYS: ARBORTIE HD-15 OR APPROVED EQUAL APPROVED IN FDOT STANDARD PLANS (LATEST EDITION).
- 4.14. PAVERS

4.14.1. 4X8 PEDESTRIAN

- MAKE: BELGARD HARDSCAPES-HOLLAND STONE-OR APPROVED **EQUAL**
- 4.14.1.2. COLOR:
- 4.14.1.3. FINISH: SMOOTH
- 4.14.1.4. SIZE: 60MM

---- CONTINUED NEXT COLUMN -----

---- CONTINUED NEXT COLUMN -----

THE CONTRACTOR SHALL ENSURE, PRIOR TO MOVING ON SITE, ALL

---- CONTINUED FROM PREVIOUS COLUMN -----

- EQUIPMENT WHICH LAST OPERATED IN PLACES KNOW TO BE INFESTED WITH NOXIOUS WEEDS IS FREE OF SOIL, SEEDS, VEGETATIVE MATTER, OR OTHER DEBRIS THAT COULD CONTAIN OR HOLD SEEDS.
- THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO FOUND ON THE PROJECT, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY
- ANY PUBLIC LAND SURVEY SYSTEM CORNER OR ANY MONUMENT THAT PERPETUATES THE RIGHT-OF-WAY WITHIN THE LIMITS OF CONSTRUCTION IS

- ALL EXISTING VEGETATION SHALL BE REMOVED IN ALL PLANTING BED AREAS

7. PLANTING NOTES

- THE CONTRACTOR SHALL VERIFY THE EXISTENCE OF AND STAKE ALL UTILITIES PRIOR TO CONSTRUCTION. EXCAVATION OF PLANT PITS LOCATED WITHIN 5' OF UTILITIES SHALL BE PERFORMED BY HAND. ANY UTILITY AND PLANT MATERIAL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION, OR FIELD
- ALL PLANTS SHALL MEET SIZE, CONTAINER, AND SPACING SPECIFICATIONS AS SHOWN IN THE PERMIT DOCUMENTS. THE CONTRACTOR SHALL
- REPLACED AT CONTRACTOR'S EXPENSE WITHIN TWO WEEKS OF NOTICE. INSTALLED PLANT MATERIAL NOT MEETING SPECIFICATIONS SHALL BE

- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO MAKE PLANTING BED FIELD CHANGES TO ACCOMMODATE SITE CONDITIONS AND TO ACHIEVE THE
- INSTALLATION.
- CONSTRUCTION.
- SEAMLESSLY WITH THE EXISTING LANDSCAPE
- TREES NOT PLANTED WITHIN 6 HOURS OF DELIVERY TO THE SITE: WATER
- IF TREES HAVE PLASTIC TRUNK PROTECTORS, THE PROTECTORS MAY STAY IN PLACE PRIOR TO PLANTING BUT SHALL NOT BE LEFT ON INDEFINITELY.

- 7.10. TREES:
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL PLANTING THIS MAINTENANCE INCLUDES: KEEPING BEDS FREE OF DEBRIS, WEEDS, DISEASES, AND INFESTATIONS.

- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING SUFFICIENT WATER TO THE PLANTS DURING THIS TIME AND REPAIRING ERODED AREAS WITHIN THE LANDSCAPE SCOPE.
- THE CONTRACTOR SHALL PROVIDE A ONE YEAR WARRANTY ON ALL PLANTS AND LABOR BEGINNING UPON FINAL ACCEPTANCE OF THE PROJECT BY THE LANDSCAPE ARCHITECT.
- A FINAL WALK-THROUGH SHALL NOT BE PERFORMED IF PREVIOUS PUNCH LISTS ARE NOT COMPLETED.

8. UTILITY NOTES

- THE LOCATIONS OF THE UTILITIES SHOWN ON THE PLANS SHOULD BE CONSIDERED APPROXIMATE ONLY, AND INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED
 - THE CONTRACTOR SHALL NOTIFY ALL UTILITIES TWO BUSINESS DAYS PRIOR TO DEMOLITION AND/OR EXCAVATION. CALL "SUNSHINE STATE ONE CALL SYSTEM" (OR 811) SO THAT UNDERGROUND UTILITIES MAY BE FIELD
 - THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES DURING CONSTRUCTION.
 - NO UTILITY IS TO BE RELOCATED.
- PLANTING SHALL BE ADJUSTED HORIZONTALLY, AT THE DIRECTION OF THE LANDSCAPE ARCHITECT, TO ADDRESS ANY UTILITY CONFLICTS.

MOCK UPS THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE LANDSCAPE

- ARCHITECT TO OBTAIN A FULL LIST OF REQUIRED MOCK UPS INFORMATIONAL SUBMITTALS, PRODUCT SUBMITTALS AND ALL OTHER REQUIREMENTS TO ACHIEVE EXPECTED QUALITY.
- MOCK UPS REQUIRED
- CONCRETE VEHICULAR
- CONCRETE PEDESTRIAN
- 10.SUBMITTALS REQUIRED SUBMITTALS REQUIRED SHALL BE SUBMITTED TO THE LANDSCAPE

ARCHITECT FOR REVIEW. CONCRETE PAVERS:

- AGGREGATES
- SIEVE ANALYSIS PER ASTM C136 FOR SUBBASE, BASE, BEDDING AND JOINT AGGREGATE MATERIALS.

CONTRACTOR SHALL SUBMIT TO THE OWNER FOR APPROVAL A MINIMUM

- MINIMUM 3 LB. SAMPLE OF EACH MATERIAL FOR INDEPENDENT
- OF FOUR FULL-SIZE SAMPLES OF EACH CONCRETE PAVER TYPE/SIZE/THICKNESS/COLOR/FINISH SPECIFIED.
- THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE LANDSCAPE ARCHITECT TO REVIEW THE HARDSCAPE LAYOUT PRIOR TO INSTALLATION.
- REPRESENTATIVE COLORS LISTED IN MATERIALS LIST. MASTIC SEALANT COLOR CHART FOR SELECTION AND APPROVAL BY THE LANDSCAPE ARCHITECT.
- MANUFACTURER INFORMATIONAL CUT SHEETS ASSOCIATED WITH PAVERS USED IN DESIGN.
- SHOP DRAWINGS FOR PAVER LAYOUT METHODS & PATTERNS.
- MATERIALS TESTING AS PROVIDED BY MANUFACTURER IN ACCORDANCE WITH FEDERAL, STATE & LOCAL REQUIREMENTS.
- 10.11. PLANT MATERIAL 10.11.1. THE CONTRACTOR SHALL PROVIDE THE LANDSCAPE ARCHITECT WITH REPRESENTATIVE PLANT PHOTOS TO APPROVE FOR ALL PLANT MATERIALS PRIOR TO ANY PLANT DELIVERY. MEASURING STICKS SHALL
- BE SHOWN IN PHOTOS, AS APPROPRIATE. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT A MINIMUM OF 48 HOURS PRIOR TO COMPLETION TO SCHEDULE A FINAL
- WALK-THROUGH. 10.11.3. ALL CERTIFICATIONS & LITERATURE ASSOCIATED WITH SIZE, HEALTH AND
- 10.11.4. MANUFACTURER INFORMATION, CUT SHEETS AND SHOP DRAWINGS FOR ALL 4x8 PAVERS, VEHICULAR & PEDESTRIAN.
- 10.11.5. NOTIFY THE LANDSCAPE ARCHITECT A MINIMUM OF ONE WEEK PRIOR TO PLANT DELIVERY TO SCHEDULE ON-SITE INSPECTION UPON DELIVERY. 10.11.5.1. A FINAL WALK-THROUGH SHALL NOT BE PERFORMED IF PREVIOUS
- PUNCH LISTS ARE NOT COMPLETED.

TO THE INSTALLATION OF ANY PLANT MATERIAL.

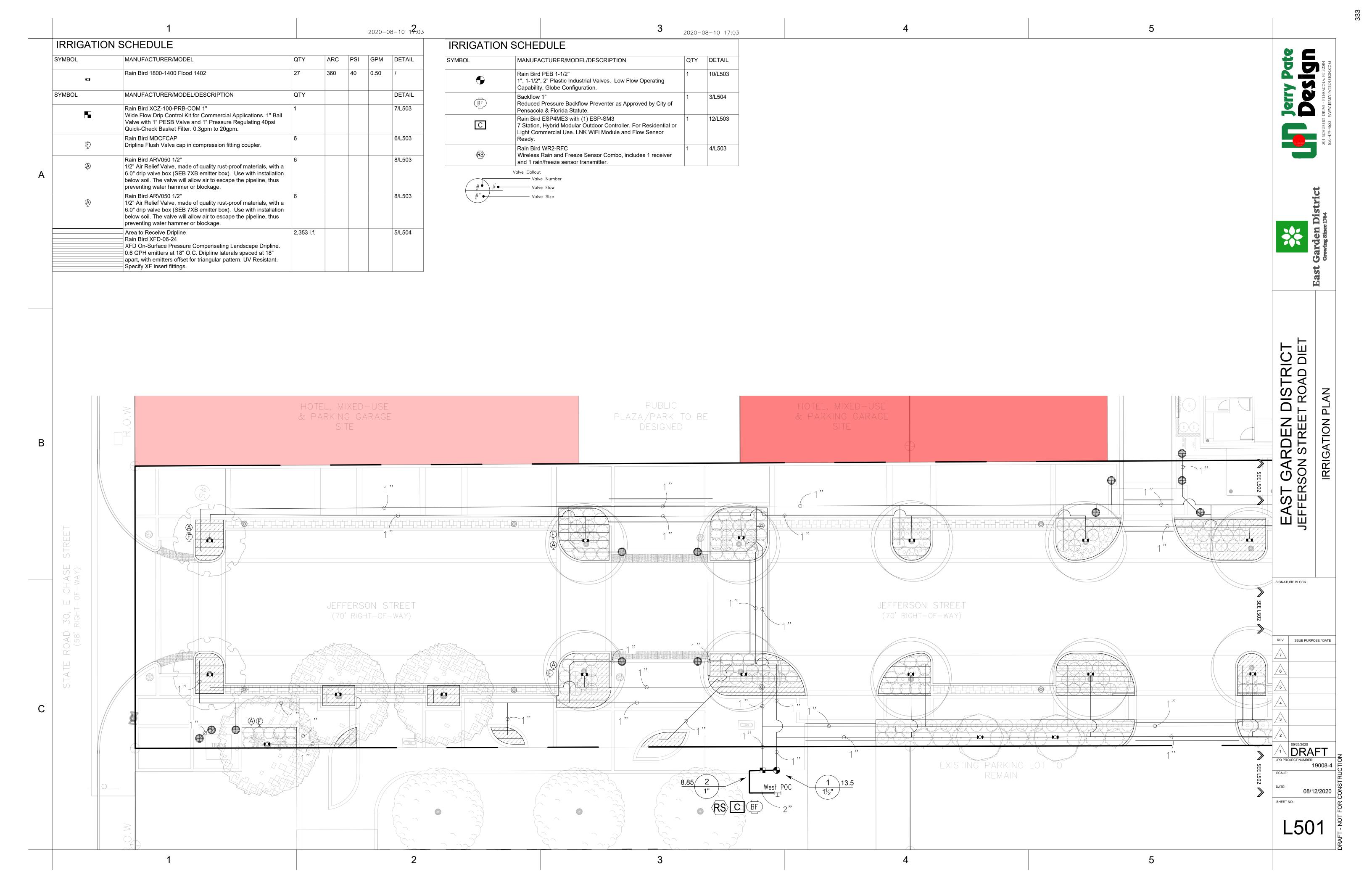
ORGANIC MATTER, AND SOIL TEXTURE.

- MANUFACTURER SPECIFICATIONS AND TESTING FOR CONCRETE AS REQUIRED BY FDOT STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL CONDUCT REPRESENTATIVE SOIL ANALYSIS PRIOR
- 10.13.1. SUBMIT ALL SOIL SAMPLES AND AMENDMENT RECOMMENDATIONS TO THE LANDSCAPE ARCHITECT FOR REVIEW. 10.13.2. THE SOIL SAMPLE TEST RESULTS SHALL INCLUDE, AT A MINIMUM, PH, PRIMARY MACRO-NUTRIENTS, MICRO-NUTRIENTS, PERCENTAGE OF
- 10.13.3. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF ANY IMPROPER SOIL CONDITION INCLUDING NUTRITIONAL DEFICIENCIES, WETNESS, MUCK, DEBRIS, ETC. AND SHALL RECOMMEND TO THE LANDSCAPE ARCHITECT, PRIOR TO INSTALLATION, ALL SOIL AMENDMENTS THAT MAY BE NECESSARY TO PROMOTE HEALTHY VIGOROUS PLANT GROWTH.

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DRAFT 08/12/2020 SHEET NO.:

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DETAIL 10/L503 1", 1-1/2", 2" Plastic Industrial Valves. Low Flow Operating 3/L504 Reduced Pressure Backflow Preventer as Approved by City of 12/L503 7 Station, Hybrid Modular Outdoor Controller. For Residential or Light Commercial Use. LNK WiFi Module and Flow Sensor 4/L503 Wireless Rain and Freeze Sensor Combo, includes 1 receiver

IRRIGATION NOTES:

1. LOCATE ALL UNDERGROUND UTILITIES, ELECTRICAL WIRING, WATER, SEWER, TELEPHONE, CABLE TV, AND OTHER UNDERGROUND LINES BEFORE LANDSCAPE AND IRRIGATION INSTALLATION.

2. INSTALL AN AUTOMATIC IRRIGATION SYSTEM TO ENSURE 100% COVERAGE OF ALL PLANTED AND GRASSED AREAS. THE CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS TO LANDSCAPE ARCHITECT AND OWNER SHOWING ALL INFORMATION REQUIRED BY LOCAL CODES AND NECESSARY FOR THE

EFFICIENT OPERATION AND MAINTENANCE OF THE SYSTEM. ALL SENSORS, CONTROLLERS & VALVES SHALL BE LOCATED OUTSIDE THE FDOT ROW. ELEMENT LOCATION ON THE DRAWINGS IS SCHEMATIC SHOWING INTENT. CONTRACTOR SHALL NOT MAKE CHANGES TO PIPE SIZING OR ROUTING WITHOUT PRIOR APPROVAL OF OWNER & IRRIGATION DESIGNER.

4. THE CONTROLLER SHALL BE EQUIPPED BY THE CONTRACTOR WITH PROPERLY LOCATED AND INSTALLED RAIN / FREEZE / WIND SHUTOFF SENSORS. THE SENSORS SHALL BE LOCATED IN SUCH A MANNER SO THAT THEY ARE UNOBSTRUCTED, AND DIRECTLY EXPOSED TO NATURAL RAINFALL, WIND, AND SUNLIGHT FROM ALL DIRECTIONS, BUT NOT TO RUNOFF WATER FROM SWALES OR OTHER SURFACES. ALL SENSORS, CONTROLLERS & VALVES SHALL BE LOCATED OUTSIDE THE FDOT ROW.

5. THE LANDSCAPE BID SHALL BE FOR THE IRRIGATION MATERIALS SPECIFIED. REQUESTS TO USE EQUAL, SUBSTITUTE MATERIALS SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT IN WRITING AND OWNER'S APPROVAL GIVEN IN WRITING BEFORE THE SUBSTITUTION IS ALLOWED. REQUESTS TO USE EQUAL, SUBSTITUTE MATERIALS SHALL INCLUDE COMPLETE PRODUCT SPECIFICATIONS AND ANY COST SAVINGS TO THE PROJECT.

6. IF DISCREPANCIES OCCUR BETWEEN THE PLANS, NOTES, AND ACTUAL CONDITIONS CONTACT THE LANDSCAPE ARCHITECT IN WRITING FOR CLARIFICATION BEFORE PROCEEDING.

7. THE INSTALLER SHALL BE FAMILIAR WITH ALL REQUIREMENTS FOR THE WORK, AND TO CONDUCT HIS WORK IN A CLEAN, SAFE, AND WORKMANLIKE MANNER. THE OWNER RESERVES THE RIGHT TO ACT TO PROTECT HIS PROPERTY AND THE OTHER PERSONNEL AT WORK THERE, AND TO MAKE EMERGENCY REPAIRS OR TAKE CORRECTIVE ACTION IF THE INSTALLER DOES NOT FULFILL HIS OBLIGATIONS IN A TIMELY MANNER. THE OWNER FURTHER RESERVES THE RIGHT TO BACK-CHARGE THE INSTALLER TO COVER SUCH EXPENSES, TO THE EXTENT ALLOWED UNDER APPLICABLE LAW.

IRRIGATION MATERIALS AND WORKMANSHIP SHALL BE WARRANTIED FOR ONE YEAR. MANUFACTURER'S WARRANTIES SHALL BE PASSED TO THE

ALL WORK SHALL BE DONE IN ACCORDANCE WITH PREVAILING CODES AND REGULATIONS, AND ESCAMBIA COUNTY IRRIGATION STANDARDS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY AND CONFORM TO THE PARTICULAR CODES AND REGULATIONS APPLICABLE TO THIS LOCATION, AS WELL AS ESCAMBIA COUNTY IRRIGATION STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, INCLUDING THOSE FOR ANY NEW WATER LINE TAPS OR WELLS, LOCATES, AND INSPECTIONS.

10. IRRIGATION SYSTEM AND ITS COMPONENTS SHALL BE INSTALLED ACCORDING TO MANUFACTURES' SPECIFICATIONS

IRRIGATION SCHEDULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR PERFORMING THEIR OWN TAKE OFF BASED ON PLAN DOCUMENTS & ENSURING UNIFORM COVERAGE OF LANDSCAPED AREAS.

12. IRRIGATION WATER SCHEDULE SHALL BE UNDERSTOOD TO BE FOR INFORMATIONAL PURPOSES ONLY. SHOULD LANDSCAPE MATERIAL REQUIRE INCREASED PRECIPITATION THE IRRIGATION WATERING SCHEDULE SHALL BE ADJUSTED AS NEEDED TO ENSURE A HEALTHY LANDSCAPE.

13. IRRIGATION SYSTEM AND ITS COMPONENTS SHALL BE INSTALLED ACCORDING TO MANUFACTURES' SPECIFICATIONS.

20. ALL PROPOSED DEPTH OF IRRIGATION LINES SHALL BE MIN. 12" DEPTH OF COVER WITHIN THE FDOT RIGHT OF WAY.

14. ALL UTILITIES IN THE FDOT RIGHT OF WAY AND ADJACENT SHALL BE ACCURATELY LOCATED PRIOR TO CONSTRUCTION BY THE CONTRACTOR. 15. NO SITE WORK ACTIVITIES SHALL TAKE PLACE WITHOUT CITY SITE REVIEW/APPROVAL OF PROPOSED EROSION CONTROL MEASURES AND ADVANCED

NOTIFICATION OF THE REQUESTED INSPECTION IS REQUIRED.

PUBLIC WORKS STAFF SHALL BE NOTIFIED PRIOR TO PERFORMING ANY WORK IN THE CITY RIGHT OF WAY.

17. ALL CONSTRUCTION AND LABOR SHALL BE IN ACCORDANCE WITH INDEX NO. 102-612 OF THE FDOT STANDARD PLANS FOR ROAD CONSTRUCTION

18. SHOULD ANY WORK REQUIRE ENCROACHMENT ON THE EXISTING SIDEWALKS WITHIN THE DELINEATED FDOT RIGHT OF WAY, THE WORK SHALL BE IN ACCORDANCE WITH INDEX NO. 102-660 OF THE FDOT STANDARD PLANS FOR ROAD CONSTRUCTION (LATEST EDITION).

19. ALL MAINTENANCE OF LANDSCAPE AND IRRIGATION WITHIN THE FDOT RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER AND

JEFFERSON STREET EXISTING PARKING LOT TO 1½"

TRICT S O

SIGNATURE BLOCK

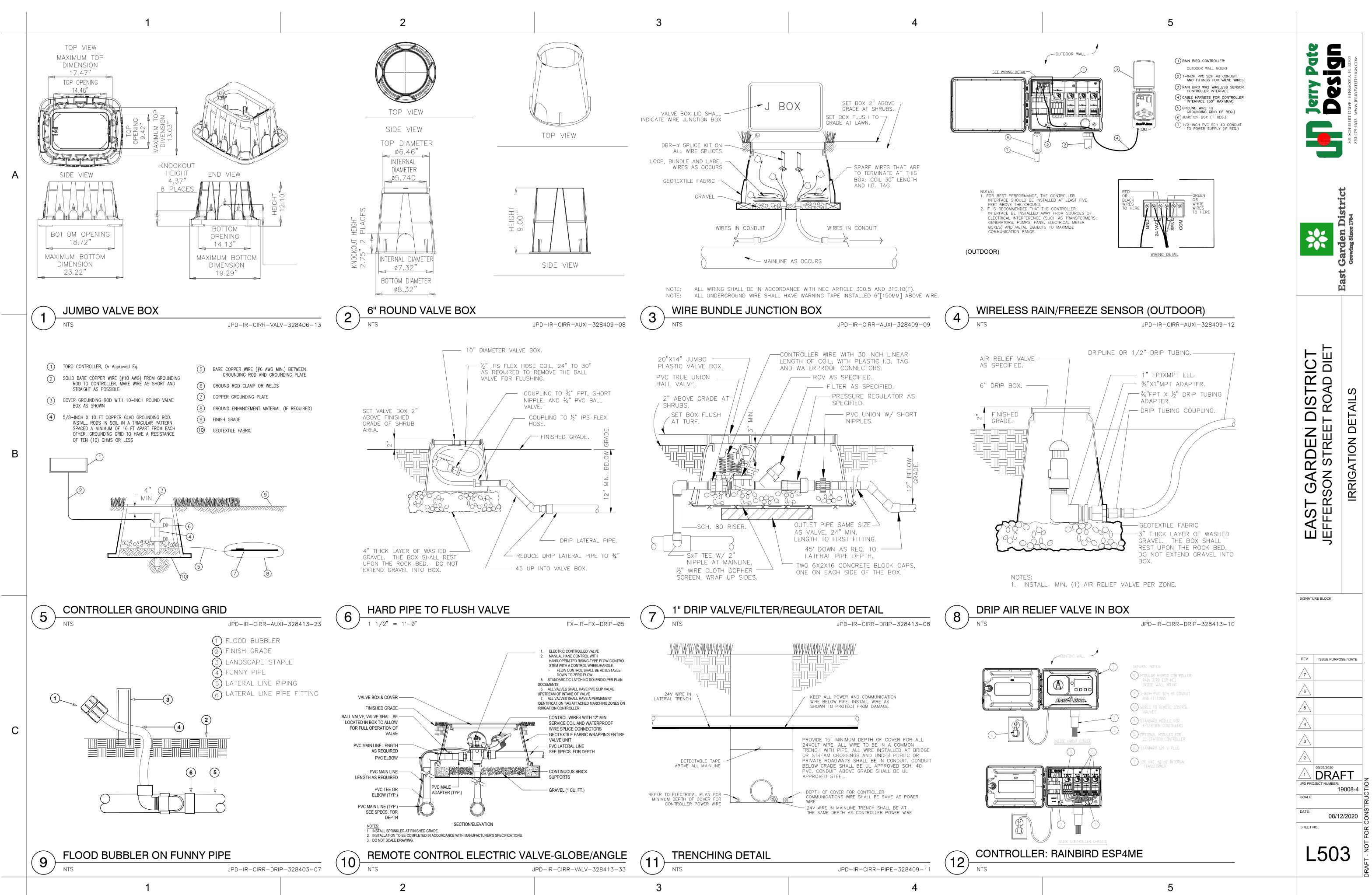
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REV ISSUE PURPOSE / DATE

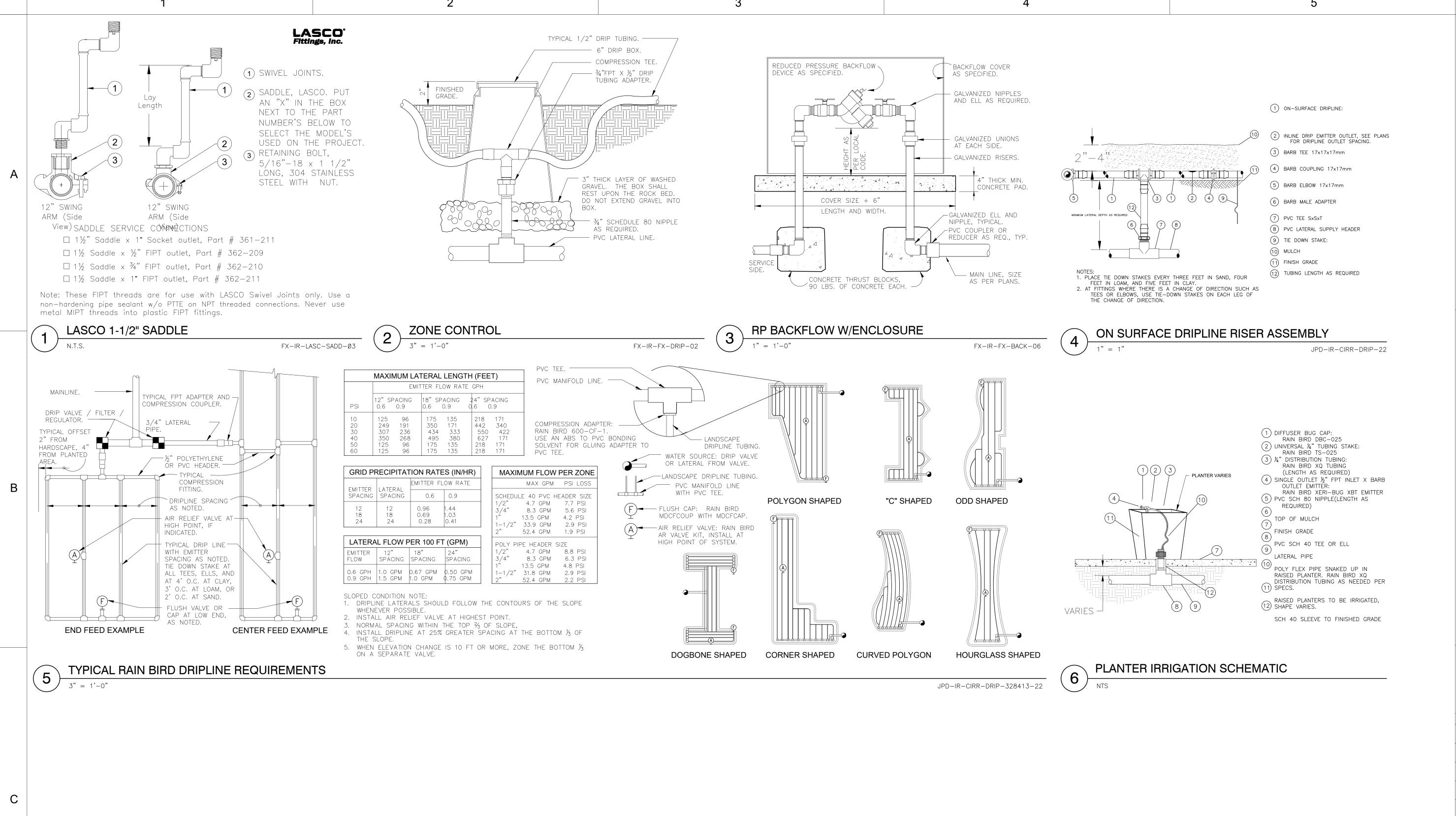
DRAFT 08/12/2020

SHEET NO .:

L502







DISTRICT ET ROAD DIET

ST GARDEN I EAS JEFFI

IRRIGATION

SIGNATURE BLOCK

REV ISSUE PURPOSE / DATE DRAFT

19008-4 08/12/2020 SHEET NO .:

L504

SHEET INDEX

| SHEET | DESCRIPTION |
|-------|--|
| LD1 | KEY SHEET |
| C1 | EXISTING CONDITIONS / DEMOLITION PLAN |
| C2 | EXISTING CONDITIONS / DEMOLITION PLAN |
| C3 | EXISTING CONDITIONS / DEMOLITION PLAN |
| C4 | DRAINAGE PLAN |
| C5 | DRAINAGE PLAN |
| C6 | DRAINAGE PLAN |
| C7 | DRAINAGE DETAILS |
| LD2 | LAYOUT PLAN |
| LD3 | LAYOUT PLAN |
| LD4 | LAYOUT PLAN |
| LD5 | SITE PLAN |
| LD6 | SITE PLAN |
| LD7 | SITE PLAN |
| LD8 | DETAILS |
| LD9 | DETAILS |
| LD10 | DETAILS |
| LD11 | FDOT COMPLIANCE PLANS |
| LD12 | FDOT COMPLIANCE PLANS |
| LD13 | IRRIGATION PLAN |
| LD14 | IRRIGATION PLAN |

IRRIGATION DETAILS

GENERAL NOTES

Garden & Jefferson

Project Location

36-118 E Garden Street, Pensacola, Florida 32502





ABBREVIATION:

LD15

LD16

DENOTES LINE SHOWN NOT TO SCALE DENOTES BACK OF CURB DENOTES BASE FLOOD ELEVATION DENOTES ECAT BUS STOP SIGN DENOTES CALCULATED PER DEED DENOTES CUSTOMER PARKING ONLY SIGN DENOTES DEED INFORMATION DENOTES DIAMETER DENOTES EMERALD COAST UTILITIES AUTHORITY DENOTES EDGE OF PAVEMENT DENOTES FIELD INFORMATION DENOTES FLORIDA DEPARTMENT OF TRANSPORTATION FIRM DENOTES FLOOD INSURANCE RATE MAP DENOTES CAUTION BURIED GAS LINE SIGN DENOTES HANDICAPPED PARKING SIGN DENOTES INTERSTATE I-110 SIGN DENOTES LANDSCAPING AREA DENOTES LOADING ZONE SIGN DENOTES SPEED LIMIT SIGN (SPEED INDICATED) DENOTES NUMBER DENOTES NO PARKING SIGN DENOTES ONE WAY SIGN (ARROW SHOWS DIRECTION) DENOTES PLAT INFORMATION DENOTES POINT OF BEGINNING DENOTES PRIVATE PARKING SIGN DENOTES POUNDS PER SQUARE INCH DENOTES RIGHT-OF-WAY DENOTES RIGHT-OF-WAY DENOTES STOP SIGN

DENOTES SIDEWALK DENOTES TOW-AWAY ZONE SIGN DENOTES UTILITY SPOT LOCATION

- NOTES:

 1. ALL UTILITIES IN THE FDOT RIGHT OF WAY AND ADJACENT SHALL BE ACCURATELY LOCATED PRIOR TO CONSTRUCTION BY THE CONTRACTOR.

 2. ALL CONCRETE SHALL BE MINIMUM 3,000PSI CONCRETE AT 28 DAYS.

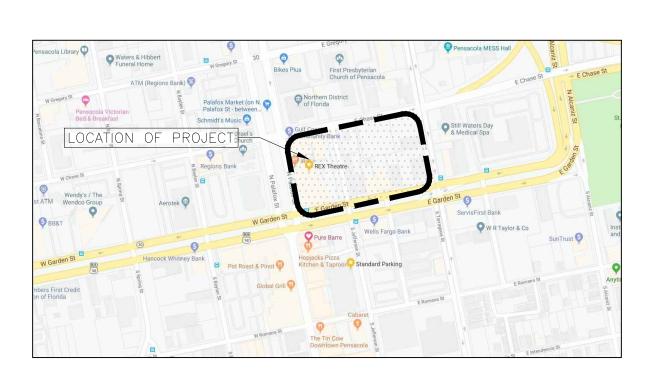
 3. ALL PAVERS WITHIN THE FDOT & CITY OF PENSACOLA RIGHT-OF-WAY SHALL HAVE CONCRETE FOOTERS INCLUDED. SEE DETAILS & SPECIFICATIONS.

 4. ALL DETECTABLE WARNING SURFACES SHALL BE INSTALLED ACCORDING TO FDOT DESIGN MANUAL (LATEST EDITION) & ADA STANDARDS.

 5. ALL LANDSCAPE WHICH FALLS WITHIN THE FDOT LIMITS OF CLEAR SITE TRIANGLE(S) SHALL COMPLY WITH FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN MANUAL (LATEST EDITION) CH. 212 INTERSECTIONS.

 6. CONNECT ALL LATERAL IRRIGATION LINES TO AN FDOT COMPLIANT IRRIGATION SYSTEM CONTAINING A WEATHER STATION CAPABLE OF SHUTTING THE SYSTEM OFF IN THE EVENT OF PRECIPITATION IN ACCORDANCE WITH STATE LAWS & REGULATIONS.

 7. IRRIGATION CONTROLLER, WEATHER STATION, RAIN SENSOR, MAINLINE & VALVES SHALL NOT BE LOCATED WITHIN THE FDOT RIGHT-OF-WAY.



PROFESSIONAL ENGINEER, P.,
BOARD OF PROFESSIONAL ENGIN
CERTIFICATE # 00008423 \triangleleft \triangleleft

> **JEFFERSON** 8 GARDEN

SHEET

KEY

DRAWN BY: E.ZHANG

DESIGNED BY: B.ALEXANDER

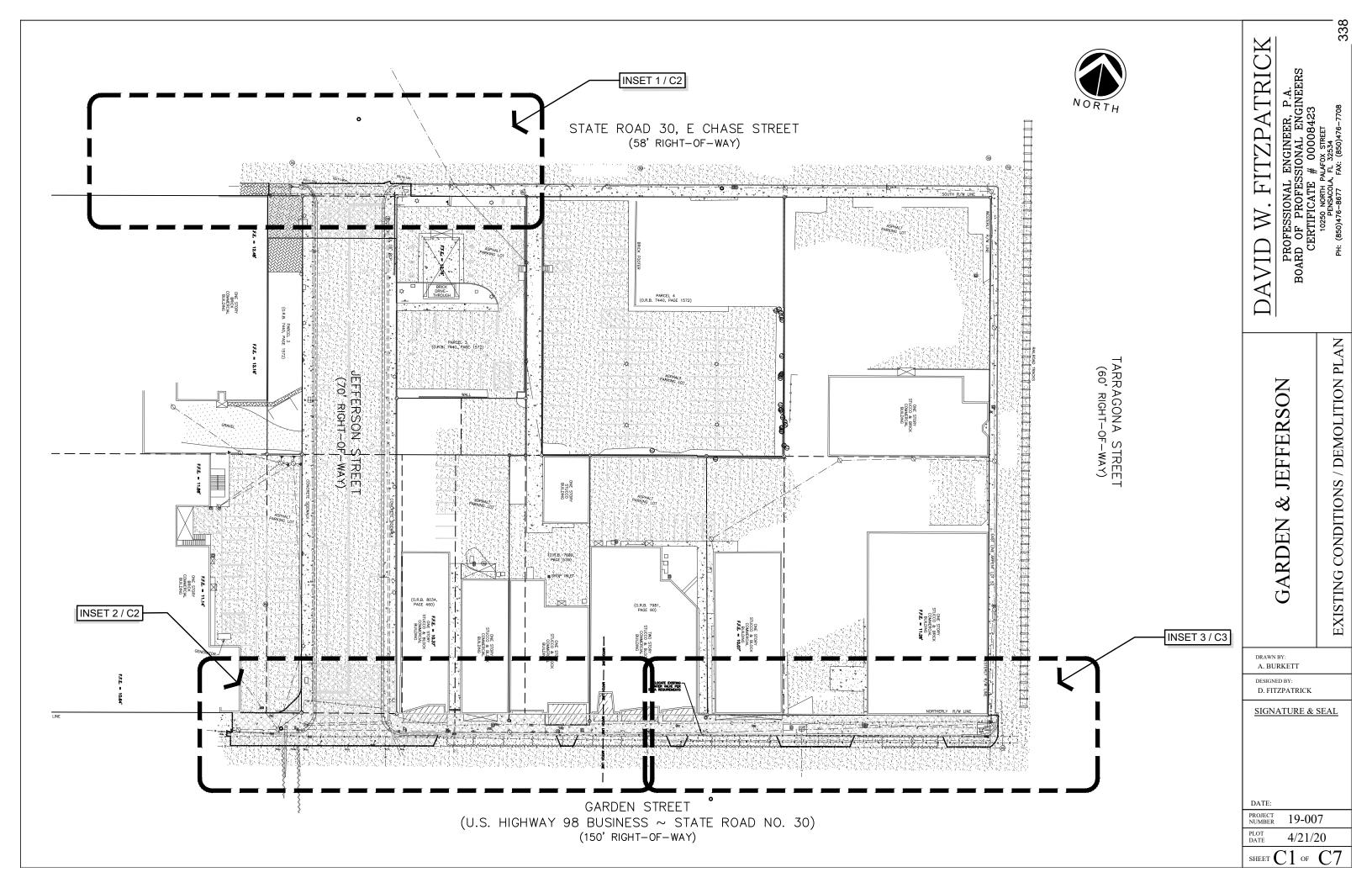
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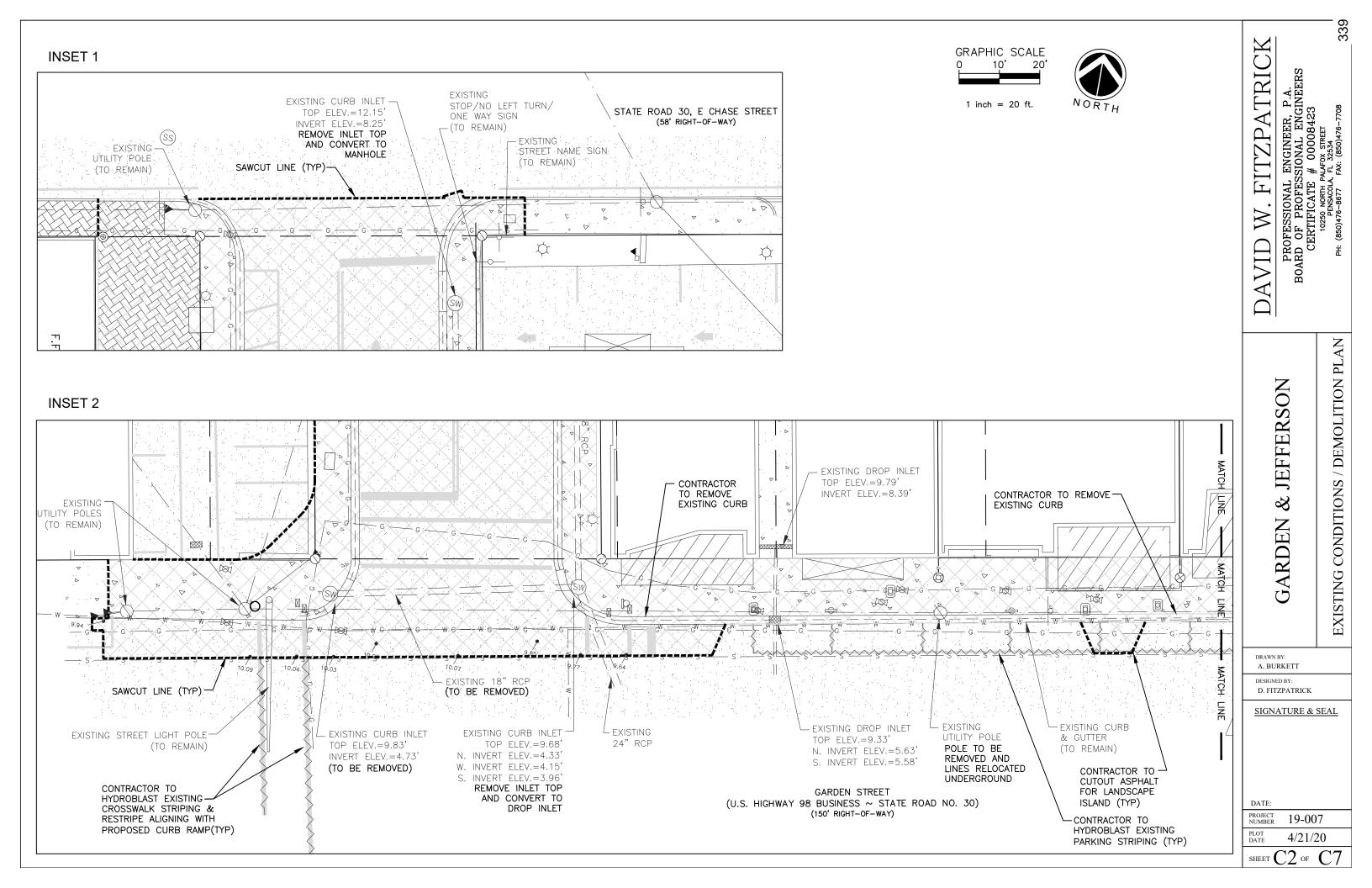
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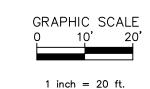
PROJECT NUMBER 19008

4/21/2020

SHEET LD1 OF LI 337

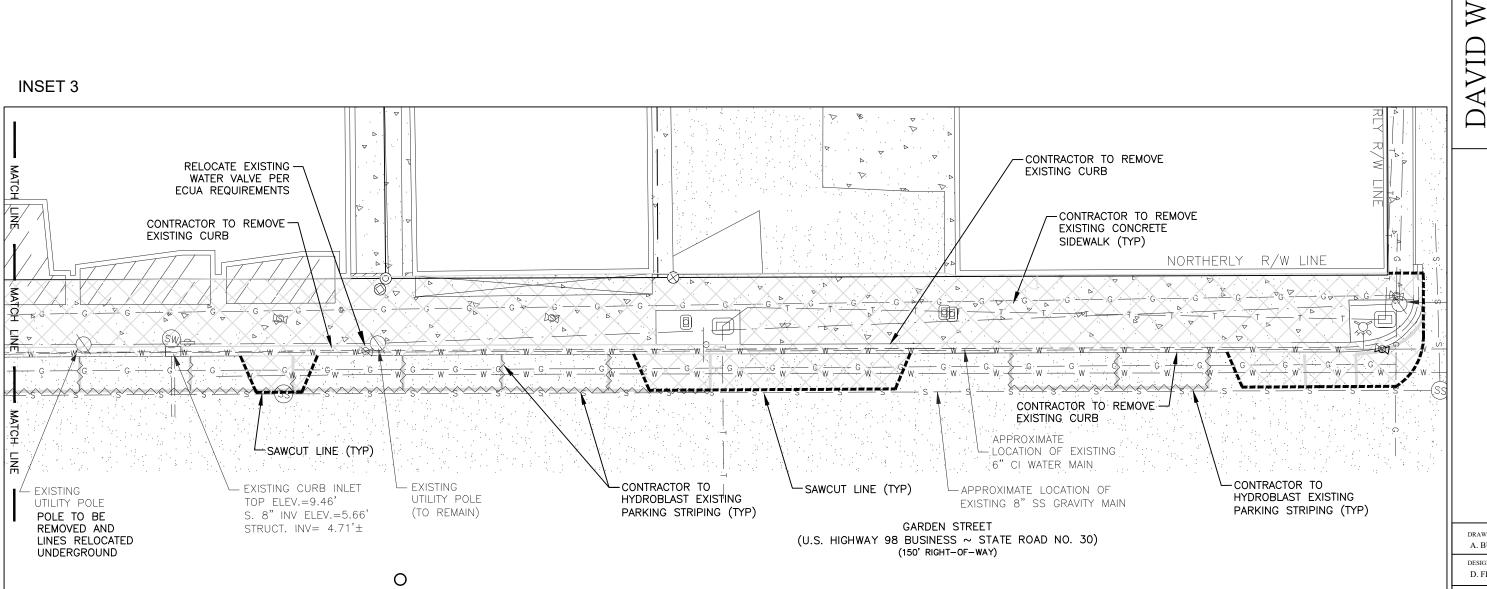












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& JEFFERSON GARDEN EXISTING CONDITIONS / DEMOLITION PLAN

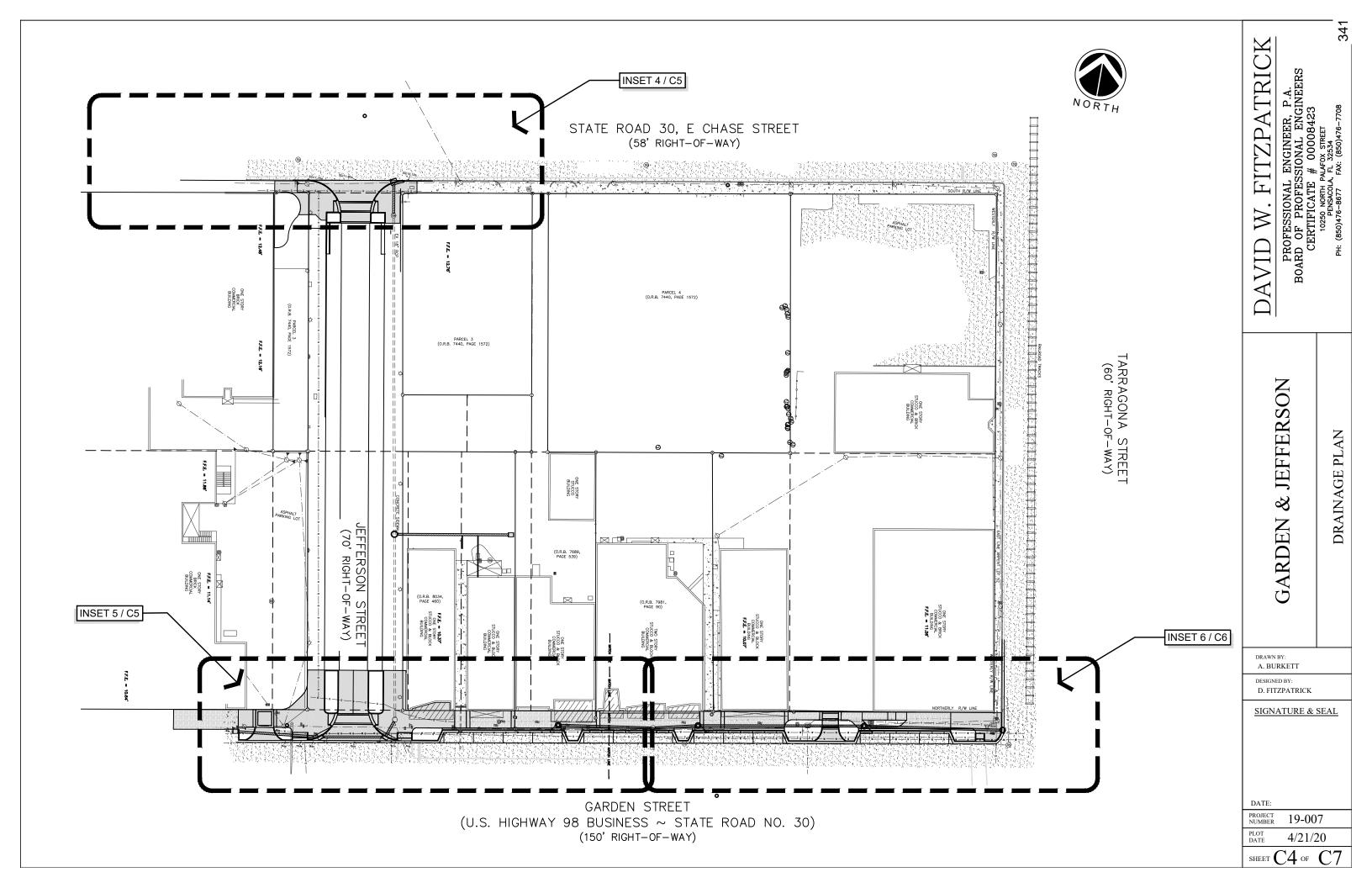
A. BURKETT

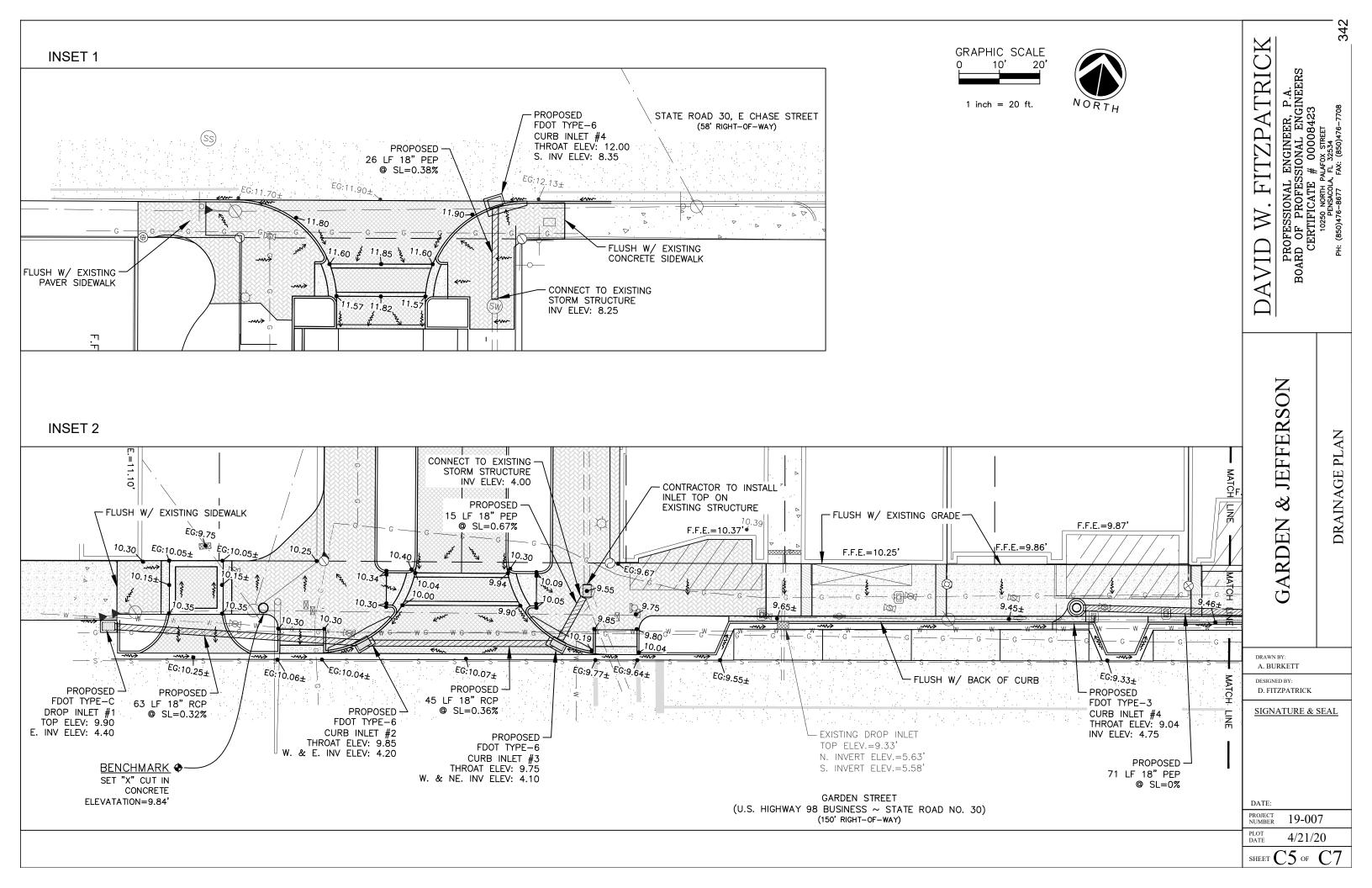
DESIGNED BY: D. FITZPATRICK

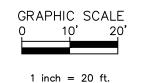
SIGNATURE & SEAL

PROJECT NUMBER 19-007

4/21/20

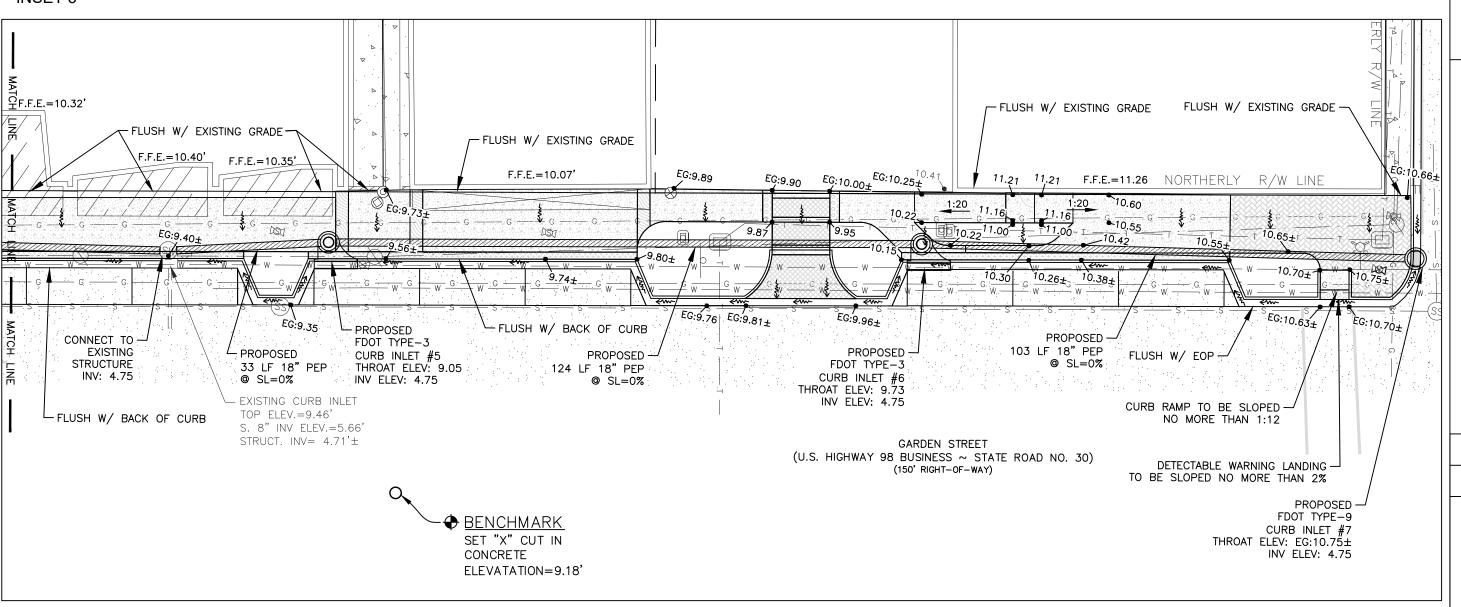












DAVID W. FITZPATRICK
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343

GARDEN & JEFFERSON
DRAINAGE PLAN

DRAWN BY:
A. BURKETT

D. FITZPATRICK

SIGNATURE & SEAL

DATE:

PROJECT 19-007

PLOT 4/21/20

sheet C6 of $\overline{C7}$

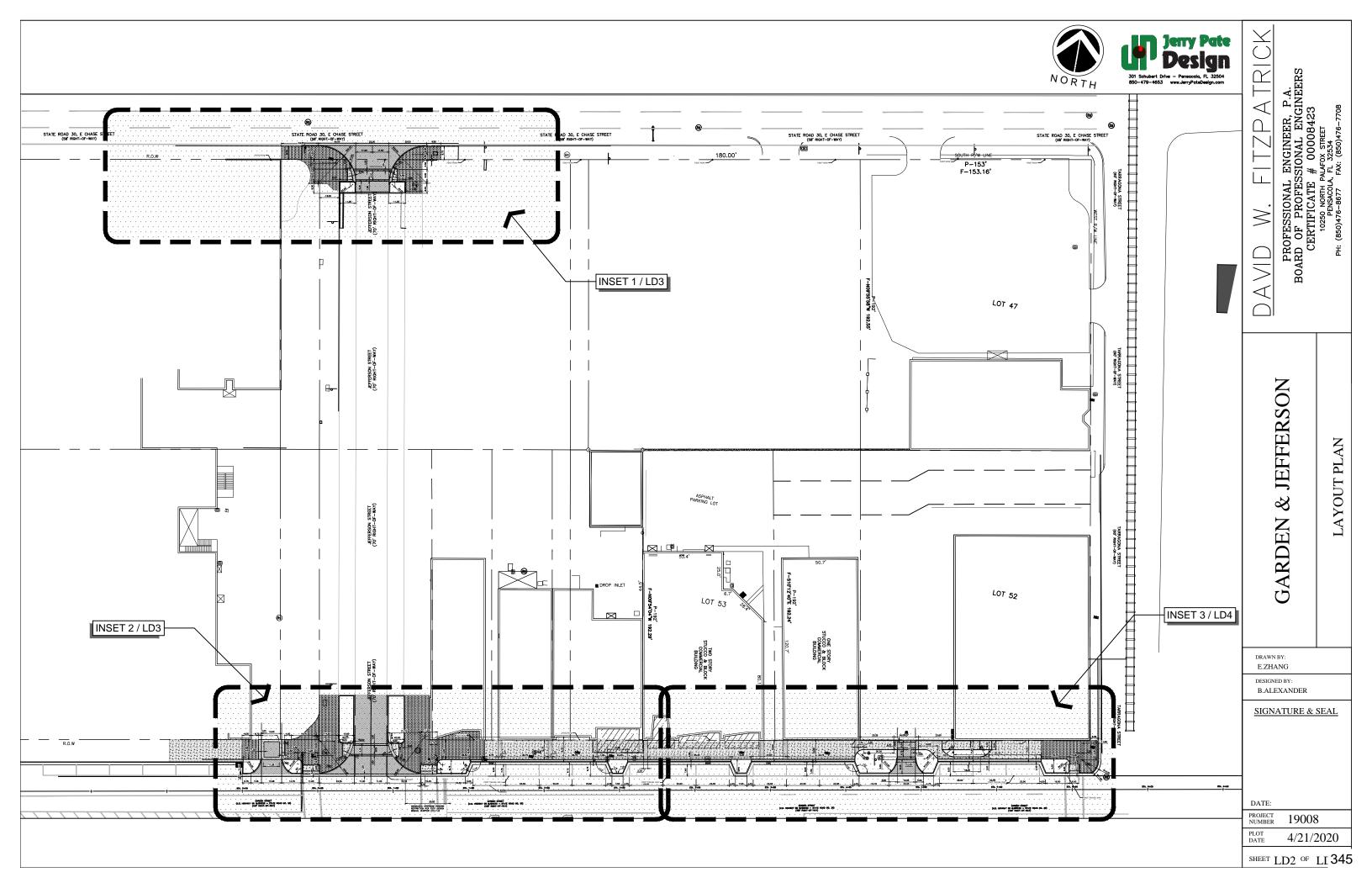
DAVID W. FITZPATRICK GARDEN & JEFFERSON NOTE: SEE FDOT STANDARD PLANS FOR TYPICAL FDOT DRAINAGE DETAILS DRAWN BY:
A. BURKETT DESIGNED BY: D. FITZPATRICK DATE:

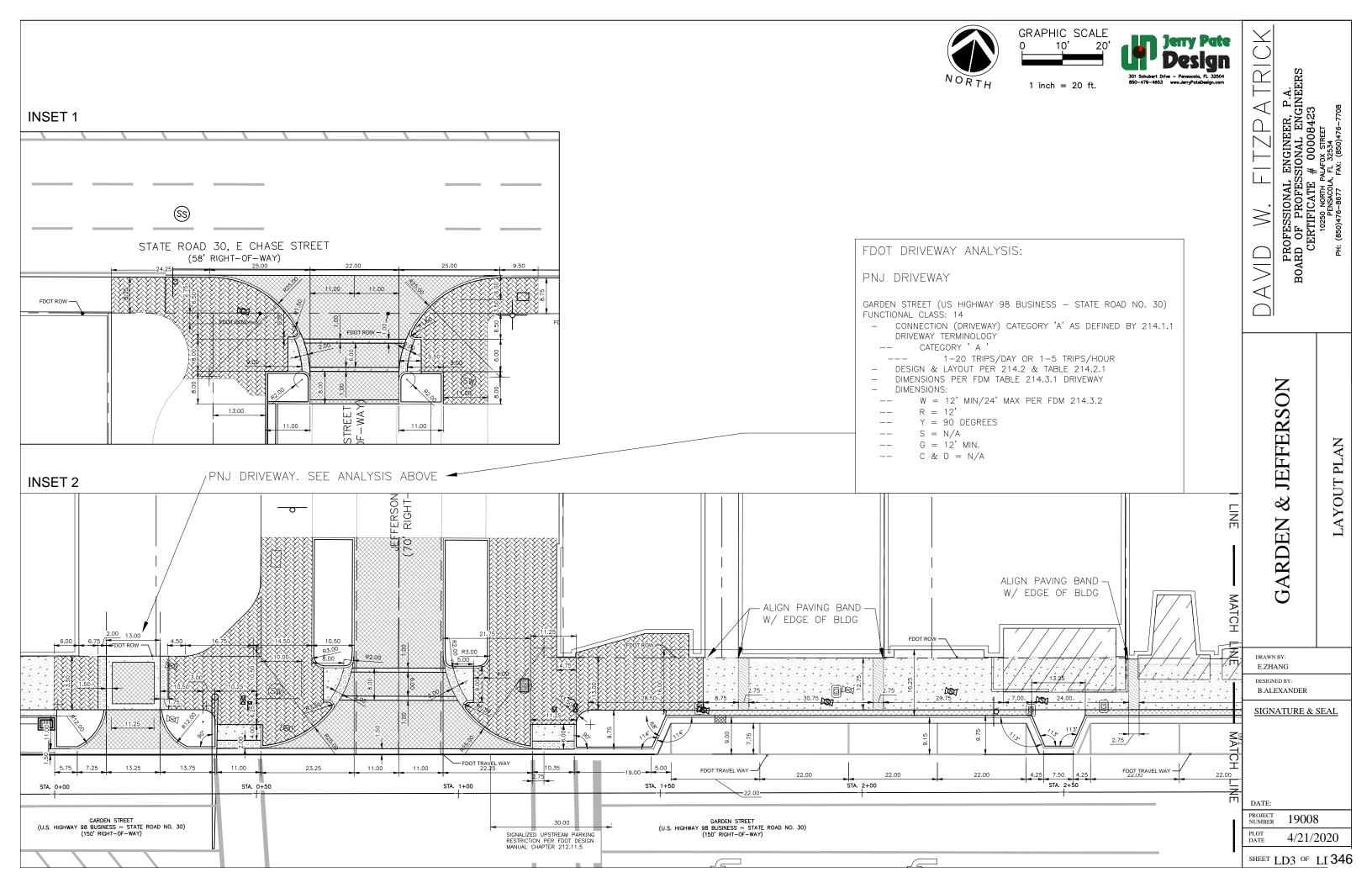
PROFESSIONAL ENGINEER, P.A.
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PH: (850)476-8677 FAX: (850)476-708

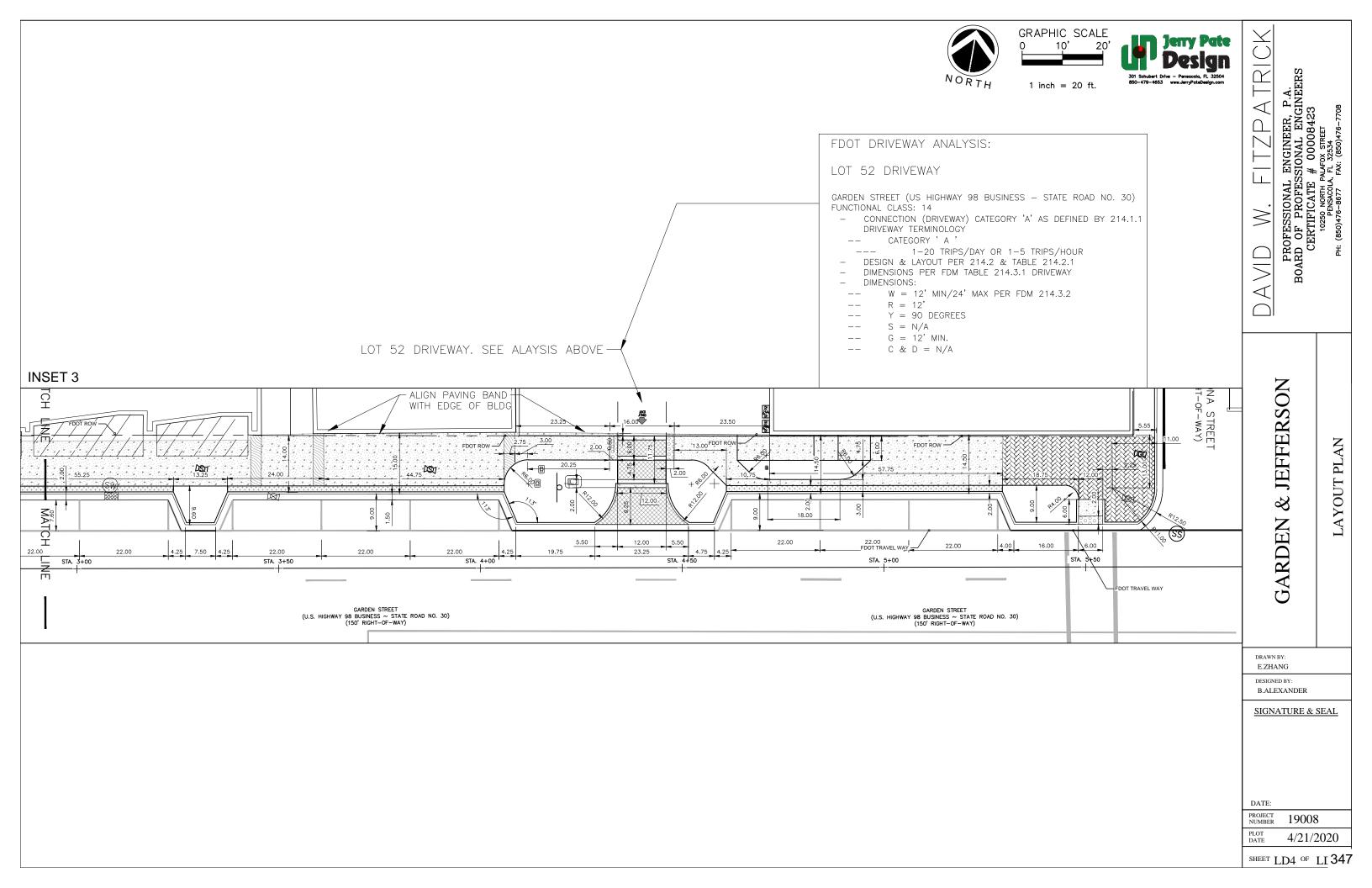
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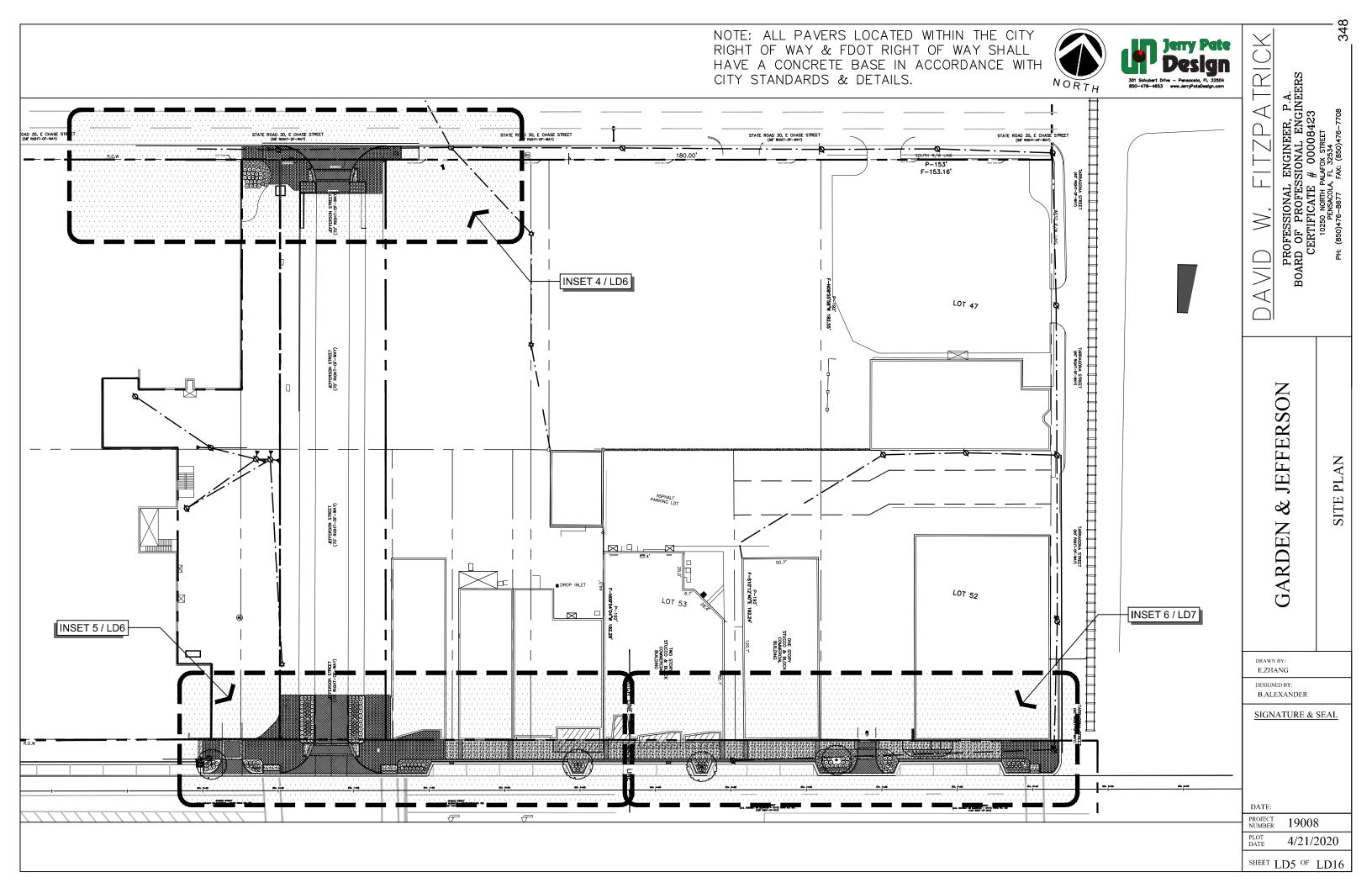
DRAINAGE DETAILS

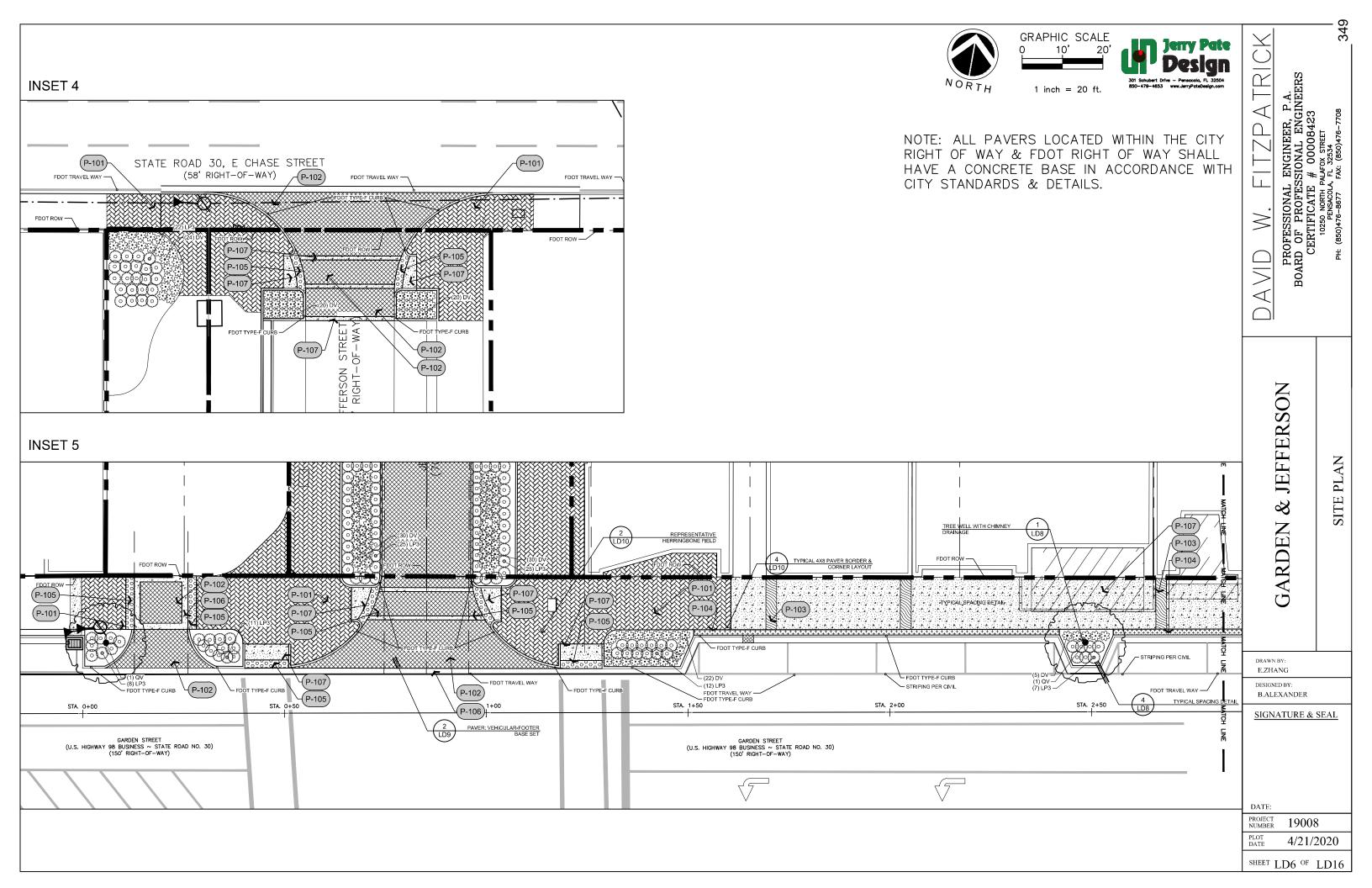
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| PLANT SCHEDULE | | | | | | |
|----------------|------|-----|---|-------|--------|----------|
| TREES | CODE | QTY | BOTANICAL / COMMON NAME | CAL | DBH | |
| \odot | QV | 4 | Quercus virginiana / Southern Live Oak Quercus virginiana or other shade producing canopy tree as approved by The City of Pensacola & appropriate utility authorities. At the time of planting all trees installed within FDOT Sight Triangle shall comply with FDOT Design Manual Chapter 212. | FG | 6" DBH | |
| SHRUBS | CODE | QTY | BOTANICAL / COMMON NAME | CONT | SPEC | SPACING |
| €;3 | DV | 267 | Daniellia tasmanica `Variegata` / Varigated Flax Lily | 1 gal | | 30" o.c. |
| 0 | LP3 | 144 | Loropetalum chinense `Purple Pixie` / Purple Pixie Loropetalum | 3 gal | | 36" o.c. |

NOTE: ALL TREES WITHIN THE FDOT SIGHT TRIANGLE LIMITS OF CLEAR SIGHT SHALL CONFORM TO FDOT DESIGN MANUAL CH 212.11.2.

| | REFERENCE NOTES SCHEDULE | | | | | |
|---|--------------------------|--|----------|--------|--|--|
| | | Unit Paving | | | | |
| | CODE | DESCRIPTION | QTY | DETAIL | | |
| | P-101 | PAVER TYPE 1 - 4X8 Pedestrian Paver - See Materials List & Details. PATTERN: 4X8 Herringbone - Aligned w/ Garden St/Jefferson St. | 4,664 sf | 1/LD9 | | |
| | P-102 | PAVER TYPE 2 - 4X8 Vehicular Paver - See Materials List & Details- PATTERN: Herringbone - Aligned w/ Garden St./Jefferson St. | 2,787 sf | 2/LD9 | | |
| | P-103 | PAVER TYPE 4 - 4X8 Pedestrian Paver - See Materials List & Details PATTERN: (4) FOUR Rows of Running Bond | 194 sf | 5/LD10 | | |
| | P-104 | PAVER TYPE 5 - 6X6 Belgard Cambridge Cobble - Pedestrian Paver - See Materials List & Details. PATTERN: (3) Three Rows Stacked Bond. | 423 sf | 1/LD10 | | |
| 000000000000000000000000000000000000000 | P-105 | ADA Truncated Dome Pad per FDOT Design Manual | 213 sf | / | | |
| 4 4 | P-106 | CON. TYPE 1 - Proposed Vehicular Concrete. See Details. | 172 sf | | | |
| 0 0 0 | P-107 | CON. TYPE 2 - Proposed Pedestrian Concrete. See Details. | 4,171 sf | | | |

NOTE: ALL PAVERS LOCATED WITHIN THE CITY RIGHT OF WAY & FDOT RIGHT OF WAY SHALL HAVE A CONCRETE BASE IN ACCORDANCE WITH CITY STANDARDS & DETAILS.





1 inch = 20 ft.

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DEN & JEFFERSON

SITE PLAN

GARDEN & J

DRAWN BY: E.ZHANG

DESIGNED BY: B.ALEXANDER

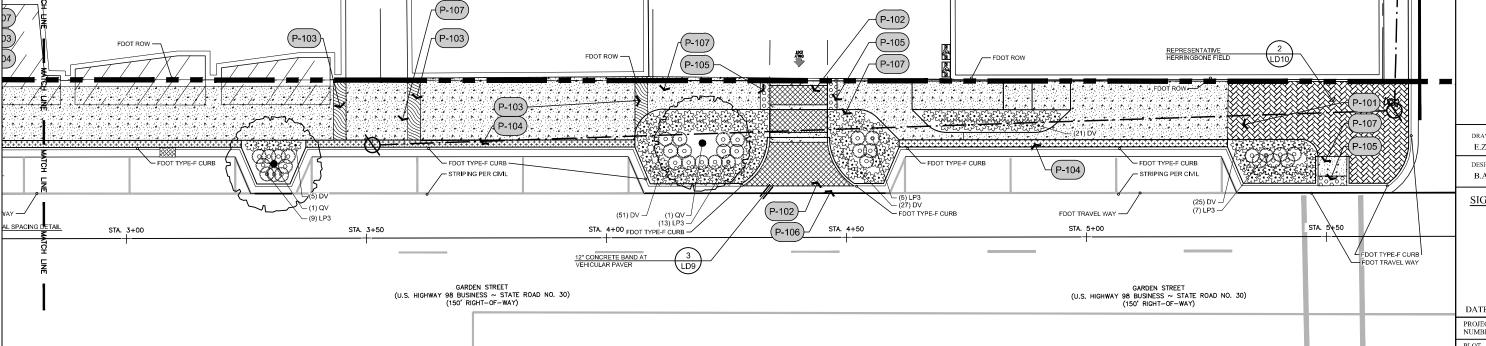
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DATE:
PROJECT NUMBER 19008

ot 4/21/2020

SHEET LD7 OF LD16

INSET 6



35,

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DATE

4/21/2020

PERPARED SUBSOIL PEDESTAL

SIDEWALK/CONC./PAVING

- SHRUBS AND GROUNDCOVERS ADJACENT TO STRAIGHT EDGES SHALL BE TRIANGULAR SPACED IN ROWS PARALLEL TO THE STRAIGHT EDGE.

- SHRUBS AND GROUNDCOVERS ADJACENT TO CURVED EDGES SHALL BE PLANTED IN ROWS PARALLEL TO THE CURVED EDGES. CURVED EDGES TO BE VERY SMOOTH RADII.
- FIRST ROW OF SHRUBS ADJACENT TO CURB, BEDLINES & CONCRETE SHALL BE A OFFSET A DISTANCE OF 1'.

- 1 ARBORTIE GREEN STRAPS KNOTTED PER MANF. SPEC. ② FABRIC STRAPS. WIRE WILL NOT BE ACCEPTED UNLESS OTHERWISE NOTED.
- (3) ARBORTIE HD15 HEAVY DUTY ANCHORING KIT INSTALLED PER MANF, SPEC.
- 4 SPECIFIED PLANTING MIX. WATER AND TAMP TO REMOVE AIR POCKETS AND PREVENT SETTLING.
- (5) PLANTING TABLETS
- 6 TREE CHIMNEY. AGGREGATE FILLED WITH 3/8" PEA GRAVEL 12" BELOW IMPERMEABLE STRATA. MIN. 6" DIAM. CHIMNEY. SPACED 24" O.C. CONTRACTOR TO PRICE FOR CHIMNEY AS UNIT PRICE. ADD ALTERNATIVE IF NEEDED PER FIELD CONDITIONS.
- 7 MULCH
- 8 ROOT BALL CROWN SHALL BE 2"-3" ABOVE FINISHED GRADE.
- ROOT BARRIER. 24" DEPTH FROM TOP OF TREE PIT DOWN, SURROUNDING ENTIRE TREE PIT OR AT EDGE OF HARDSCAPE IF LESS THAN SPECIFIED TREE PIT WIDTH IS NOT ACHIEVABLE IN URBAN CONDITIONS.
- 10 CREATE 3" CONTINUOUS RIM SOIL SAUCER W/ SPEC. TOPSOIL.
- (1) UNDISTURBED SUBSOIL TO FORM PEDESTAL TO PREVENT SETTLING.

SECTION ATERIALS SHALL BE FLORIDA #1 OR BETTER IN ACCORDANCE WITH FLORIDA GRADES HOLE A MINIMUM OF 2x WIDTH OF ROOTBALL FOR AT LEAST THE FIRST 12 NCHES, DIG HOLE WIDE ENOUGH TO PERMIT ADJUSTING. DO NOT DIG THE HOLE

RUBBER HOSE AROUND WIRE AT TREE LOCATE ANCHOR STAKE 18" AWAY FROM TREE TRUNK ON THE SIDE OF PREVAILING WIND. 2X2 CROWN OF ROOT BALL SHALL BE 2"-3" ABOVE GRADE. PLACED ON SUBGRADE PEDESTAL. PINE STRAW MULCH. 3" DEEP CREATE SOIL SAUCER WITH TOPSOIL 3" CONTINUOUS RIM. REMOVE ALL BURLAP, STRAPS & METAL FROM ROOT BALL PRIOR TO PLANTING. AGRIFORM 21 GRAM TABLETS APPLICATION: QUANTITY PER PLANTING NOTES. TABLETS SHALL BE SPACED EVENLY IN A CIRCULAR PATTERN AROUND ROOTBALL. DEPTH OF TABLETS 1 ROOTBALL DEPTH. BACKFILL PLANTING HOLE HALFWAY, PLACE TABLETS 1"-2" FROM ROOT TIPS. FINISH FILLING THE HOLE AROUND PLANT MATERIAL TO LEVEL SPECIFIED BY DETAIL. 12" MIŅ.

BALL DEPTH. DIGRADE AND SIDES OF THE PLANTING HOLE WHEN PLANTING IN CLAY SOILS TREE BY ROOT BALL ONLY. DO NOT LIFT USING THE TREE TRUNK AND DO NOT LEVER HE ROOT BALL 2"-3" HIGHER THAN THE SOIL SURFACE SET IN PLACE, REMOVE BURLAP, WIRE AND STRAPS FROM AT LEAST THE S SOIL, THAT HAS BEEN WELL—TILLED OR BROKEN UP. DO NOT ADD ISOIL—AMEND THE SURFACE WITH MUCH-ID) DEPTH OF, MULCH TO THE PLANTING SURFACE. LEAVE A 2" SPACE DÉPTH OF MULCH TO THE PLANTING SURFACE. LEAVE A 2" SPACI OF THE STAND DISEASED, OR BROKEN LIMBS ONLY AND SHALL BE IN SPECIFICATIONS AT TIME OF PLANTING. NO WRAPS SHALL BE PLACED P. REMAINING AT TIME OF PLANTING. NO WRAPS SHALL BE PLACED TIME OF PLANTING. NO WRAPS SHALL BE PLACED OF

— 24" O.C.—

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<u>PLAN</u>

TREE WELL WITH CHIMNEY DRAINAGE

CONIFEROUS TREE PLANTING

JPD-C0-PLA-329343-06

- Bottom Of Canopy Sight Line Datum 3.5' (See General Note 3c) -The Intent Of This Standard Is To Provide A Window With Vertical Limits Of Not Less Than 5' Above And 1'-6" Below The Sight Line Datum, And Horizontal Limits Defined By The Limits Of Clear Sight. **PICTORIAL**

WINDOW DETAIL

FDOT PICTORIAL WINDOW DETAIL

TYPICAL SPACING DETAIL

4

JPD-CO-PLA-329343-09

JPD-C0-PLA-329333-04

 \otimes GARDEN

> DRAWN BY E.ZHANG

> > DESIGNED BY B.ALEXANDER

SIGNATURE & SEAL

PROJECT NUMBER 19008

 $^{\text{SHEET}}\ LD8\ ^{\text{OF}}\ LD16$

DETAILS

DESIGNED BY: B.ALEXANDER

SIGNATURE & SEAL

DATE: PROJECT NUMBER 19008

4/21/2020 SHEET LD9 OF LD16

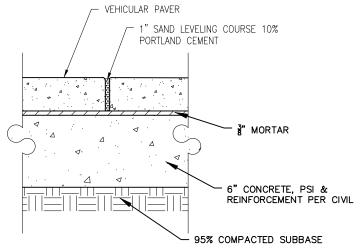
(2) SAND SWEPT PAVER JOINT

3 THINSET MORTAR BED

1 95% COMPACTED SUBBASE

4 4" CONCRETE SUBBASE W/ FIBER MESH

5 PAVER, SEE SPEC



PAVER: VEHICULAR-FOOTER BASE SET

JPD-CO-PAV-329343-18

12" CONCRETE BAND AT VEHICULAR PAVER 3 JPD-CO-PAV-321413-01

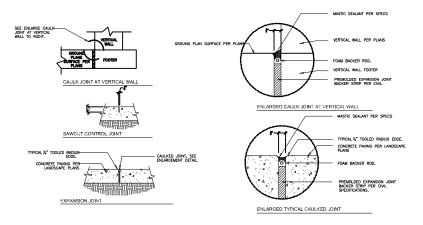
NOTE: ALL CONCRETE SHALL BE 3,000 PSI AT 28 DAYS

NO.5 REBAR 12"X12" CONCRETE BANDING

HARDSCAPE PER SITE PLAN

PAVER: PEDESTRIAN-FOOTER BASE SET

P1-321413-20



NOTE: ALL NEW CONCRETE WHERE MEETS EXISTING SHALL BE JOINTED BY EXPANSION JOINT PER LANDSCAPE DETAIL.

CONCRETE PAVING JOINT DETAILS

JPD-CO-CONJ-28



SOLDIER COURSE BORDER FIELD PATTERN -HERRINGBONE SHALL BE PARALLEL WITH BORDER SEE TYPICAL -SOLDIER COURSE BORDER CORNER DETAIL

INNER DIMENSION CUT TO FIT RADIUS INNER PAVER FIELD /LANDSCAPE OTHER 4X8 PAVER OUTER PAVER FIELD /LANDSCAPE /OTHER

TYPICAL 6X6 PAVER STACKED PATTERN

JPD-C0-PAV-329343-22

REPRESENTATIVE HERRINGBONE FIELD PATTERN LAYOUT P1-033363-14

JPD-CO-PAV-329343-20

TYPICAL 4X8 PAVER BORDER ON RADIUS (3

P1-033363-11

OUTER PAVER
FIELD/LANDSCAPE/OTHER OUTER CORNER SOLDIER COURSE BORDER INNER PAVER FIELD/LANDSCAPE/OTHER

TYPICAL 4X8 PAVER BORDER & CORNER LAYOUT P1-033363-12

TYPICAL 4X8 PAVER RUNNING BOND PATTERN 5

& JEFFERSON GARDEN

DETAILS

353

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TRICK

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DRAWN BY: E.ZHANG

DESIGNED BY: B.ALEXANDER

SIGNATURE & SEAL

DATE:

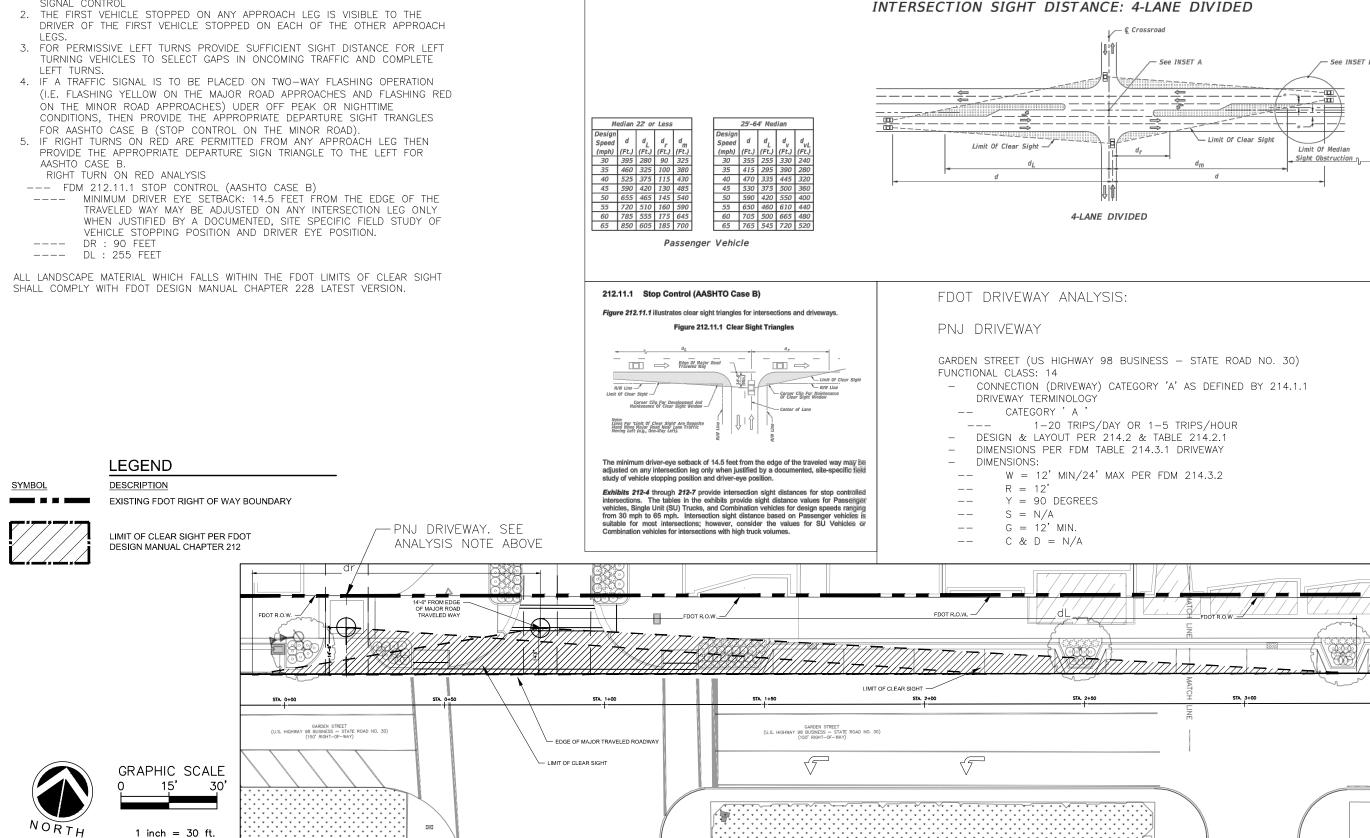
PROJECT NUMBER 19008 4/21/2020

 $^{\text{SHEET}} LD10^{\,\text{OF}} \ LD16$

-- SPEED LIMIT: 30 MPH

INTERSECTIONS ADJACENT EAST & WEST: SIGNAL CONTROLLED

- IN ACCORDANCE WITH FDM 212.11.3 SIGNAL CONTROL (AASHTO CASE D)
- 1. SIGHT DISTANCES DEVELOPED BASED ON AASHTO CASE D INTERSECTIONS WITH SIGNAL CONTROL





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GARDEN & JEFFERSON

PLAN

COMPLIANCE

FDOT

DRAWN BY: E.ZHANG DESIGNED BY

B.ALEXANDER

SIGNATURE & SEAL

DATE:

PROJECT 19008

PLOT 4/21/2020

SHEET LD11 OF LI 354

-- SPEED LIMIT: 30 MPH

-- INTERSECTIONS ADJACENT EAST & WEST: SIGNAL CONTROLLED

- IN ACCORDANCE WITH FDM 214.6 SIGHT DISTANCE AT DRIVEWAYS

- -- WHEN INTERSECTION SIGHT DISTANCE CANNOT BE MET ON VERY LOW SPEED (DESIGN SPEED LESS THAN OR EQUAL TO 35 MPH) ROADWAYS, PROVIDE THE GREATEST SIGHT DISTANCE POSSIBLE, BUT NOT LESS THAN MINIMUM STOPPING SIGHT DISTANCE VALUES IN FDM 210.11.1
- IN ACCORDANCE WITH FDM 210.11.1 STOPPING SIGHT DISTANCE TABLE 210.11.1 MINIMUM STOPPING SIGHT DISTANCE

-- DL = 200 FT

ALL LANDSCAPE MATERIAL WHICH FALLS WITHIN THE FDOT LIMITS OF CLEAR SIGHT SHALL COMPLY WITH FDOT DESIGN MANUAL CHAPTER 228 LATEST VERSION.

FDOT DRIVEWAY ANALYSIS:

LOT 52 DRIVEWAY

GARDEN STREET (US HIGHWAY 98 BUSINESS - STATE ROAD NO. 30) FUNCTIONAL CLASS: 14

- CONNECTION (DRIVEWAY) CATEGORY 'A' AS DEFINED BY 214.1.1 DRIVEWAY TERMINOLOGY
- CATEGORY 'A'
- 1-20 TRIPS/DAY OR 1-5 TRIPS/HOUR
- DESIGN & LAYOUT PER 214.2 & TABLE 214.2.1
- DIMENSIONS PER FDM TABLE 214.3.1 DRIVEWAY
- DIMENSIONS:
 - W = 12' MIN/24' MAX PER FDM 214.3.2
 - R = 12'
 - Y = 90 DEGREES
 - S = N/A
- G = 12' MIN.
- C & D = N/A

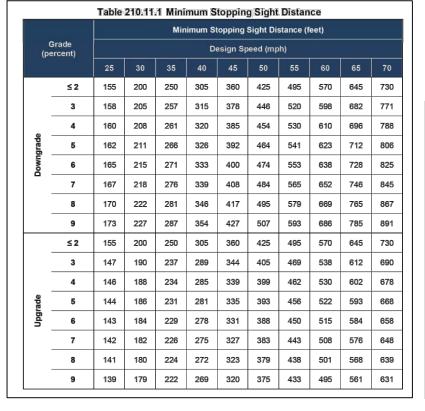
SYMBOL

LEGEND DESCRIPTION

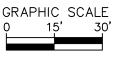
EXISTING FDOT RIGHT OF WAY BOUNDARY



LIMIT OF CLEAR SIGHT PER FDOT **DESIGN MANUAL CHAPTER 212**









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JEFFERSON

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GARDEN

PLAN

COMPLIANCE

FDOT

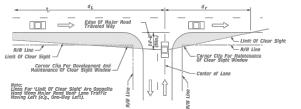
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PENSACOLA, FL 32534
PH: (850)476-8677 FAX: (850)476-7708

1 inch = 30 ft.

212.11.1 Stop Control (AASHTO Case B)

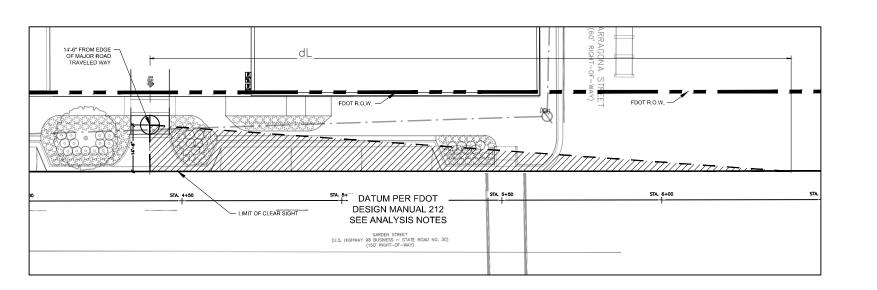
Figure 212.11.1 illustrates clear sight triangles for intersections and driveways.

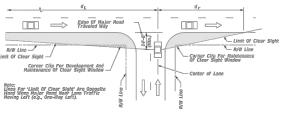
Figure 212.11.1 Clear Sight Triangles



The minimum driver-eye setback of 14.5 feet from the edge of the traveled way may be adjusted on any intersection leg only when justified by a documented, site-specific field

Exhibits 212-4 through 212-7 provide intersection sight distances for stop controlled intersections. The tables in the exhibits provide sight distance values for Passenger vehicles, Single Unit (SU) Trucks, and Combination vehicles for design speeds ranging from 30 mph to 65 mph. Intersection sight distance based on Passenger vehicles is suitable for most intersections; however, consider the values for SU Vehicles or Combination vehicles for intersections with high truck volumes.





study of vehicle stopping position and driver-eye position

DRAWN BY: E ZHANG

> DESIGNED BY: B.ALEXANDER

SIGNATURE & SEAL

DATE

19008 4/21/2020

 $_{\text{SHEET}} LD12 \, {}^{\text{OF}} \ LI \, 355$

| IRRIGATION S | SCHEDULE | | | |
|---------------------------------------|--|------------|------------|--------|
| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | <u>QTY</u> | <u>PSI</u> | DETAIL |
| △ ⊘ △ □ 25 50 10 20 | Toro 570S-FB-PC Pressure-Compensating Flood Bubbler on Fixed Riser. 0.25GPM, 0.5GPM, 1.0GPM, and 2.0GPM. | 8 | 30 | |
| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | <u>QTY</u> | | |
| \mathbb{Q} | Toro T-FCH-H-FIPT Flush Valve, plumbed to flush manifold at low point. | 1 | | |
| (A) | Toro T-YD-500-34 1/2" Air Vent- MIPT Air Release and Vacuum Relief Valve | 1 | | |
| + + + + + + + + + + + + + + + + + + + | Area to Receive Drip Emitters Toro T-DPC-DC Single Outlet Emitter. Self-Flushing, Pressure Compensating, with Color-Coded Dust Cap. 0.5GPH=Blue; 1.0GPH=Black; 2.0GPH=Red. | 948.2 s.f. | | |
| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY | | |
| C | Toro CC-M12 12-Station Irrigation Controller with Wall-Mount Metal Cabinet. Comes with internal transformer and high-surge protection. Controller & valves shall be located outside the FDOT ROW. Final location to be approved by Landscape Architect. | 1 | | |
| WS) | Toro 53853 Wired Rain/Freeze Sensor. Mount as noted or approved, use controller power or optional transformer. Adjust rain shutoff index. Normally-Open or Normally-Closed. Shall be located outside the FDOT ROW. Final location to be approved by Landscape Architect. | 1 | | |
| | Irrigation Lateral Line: HDPE PE4710 DR 11 | 1,000 l.f. | | |

7

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INSET 7 / LD13





ZPATRICK PROFESSIONAL ENGINEER, P.A.
BOARD OF PROFESSIONAL ENGINEERS
CERTIFICATE # 00008423
10250 NORTH PALAFOX SIRET
PENSACOLA, FL 32534
PH: (850)476-8677 FAX: (850)476-708 \bigvee

AVID

GARDEN & JEFFERSON

IRRIGATION PLAN

DRAWN BY: E.ZHANG

-INSET 8 / LD13

(U.S. HORTINY SO GLESSESS ~ STATE ROAD NO. 30)

DESIGNED BY: B.ALEXANDER

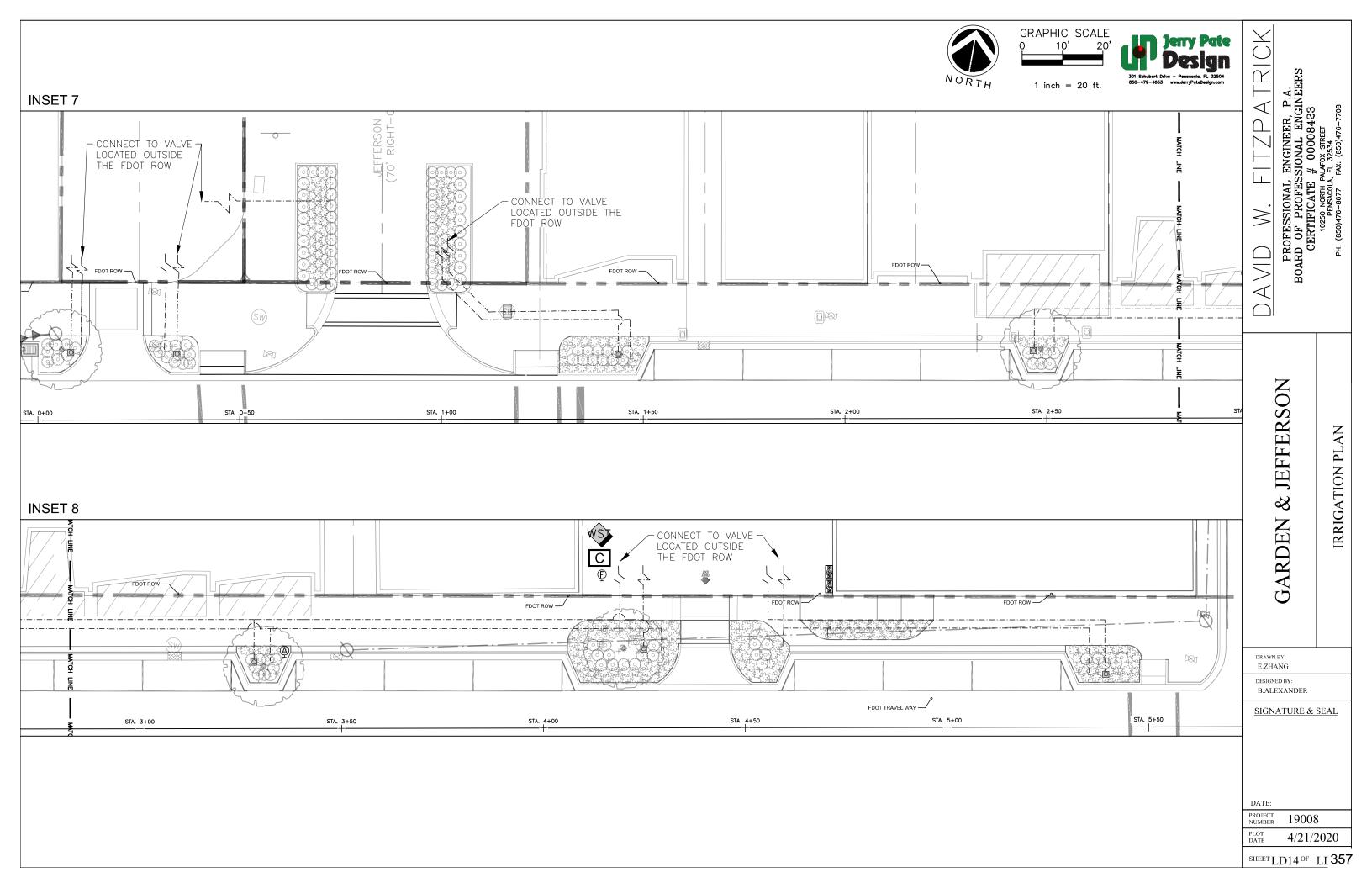
SIGNATURE & SEAL

DATE:

PROJECT NUMBER 19008

4/21/2020

SHEET LD13 OF LI 356



DETAIL

IRRIGATION

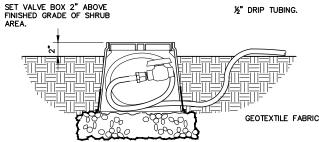
DATE:

PROJECT NUMBER 19008

4/21/2020

SHEET LD15 OF LI 358

10" DIAMETER VALVE BOX. COIL 24" TO 30" OF DRIP TUBING IN THE BOX. ½" DRIP TUBING TO ¾" FPT ADAPTER. ¾" PVC BALL VALVE WITH SHORT NIPPLE. が DRIP TUBING



4" THICK LAYER OF WASHED GRAVEL. THE BOX SHALL REST UPON THE ROCK BED. DO NOT

INSTALL (1) FLUSH VALVE AT THE END OF EACH 3/4" TUBING

2 ENSURE THAT THE COILED DRIP TUBING IS OF SUFFICIENT LENGTH TO COMPLETELY EXTEND 3' OUT OF THE VALVE BOX WHEN

DRIP FLUSH BALL VALVE ASSEMBLY 2

JPD-IR-CIRR-DRIP-328413-09

TYPICAL DRIP TUBING

PLACE 1 EMITTER PER PLANT.

PLANT GRAPHIC DRIPLINE EDGE.

JPD-IR-CIRR-DRIP-328413-06

TYPICAL ½" DRIP TUBING.

TYPICAL

FITTING.

COMPRESSION

TRANSFER BARB

TEE FOR DOUBLE

1) FLOOD BUBBLER, TORO FB-XX-PC, Or Approved Eq. (2) FINISH GRADE

(3) LANDSCAPE STAPLE (4) FUNNY PIPE

EMITTER OR BUBBLER ON 1/2" DRIP STAKE.

(5) LATERAL LINE PIPING

(6) LATERAL LINE PIPE FITTING

COMPRESSION FITTING.

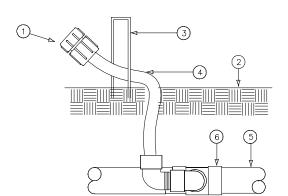
MULTI-OUTLET EMITTER OR TRANSFER

TYPICAL 1/4" DISTRIBUTION TUBING, 48" MAX. LENGTH TYPICAL 1/4" TUBE STAKE WITH EMITTER OR CAP.

TYPICAL 1/2" DRIP TUBING STAKE.

STAKE THE DRIP TUBING AT EACH TEE, ELL, COUPLER, AT

EACH EMITTER OR TRANSFER, AND AT 6'-0" MAX O.C.



(1) SINGLE-OUTLET BARB INLET X BARB OUTLET EMITTER AS SPECIFIED

UNIVERSAL 1/4" TUBING STAKE: AS SPECIFIED.

1/4" DISTRIBUTION TUBING: AS SPECIFIED

(LENGTH AS REQUIRED) TOP OF MULCH

1/4" SELF-PIERCING BARB CONNECTOR:

AS SPECIFIED ½" POLYETHYLENE TUBING

AS SPECIFIED

FINISH GRADE

TORO T-DPC-DC DRIP EMITTER

JPD-IR-CIRR-DRIP-328413-16

JPD-IR-CIRR-DRIP-328413-21

AIR RELIEF VALVE AS SPECIFIED.

6" DRIP BOX.

FINISHED GRADE.

DRIP AIR RELIEF VALVE IN BOX

IRRIGATION NOTES:

LOCATE ALL UNDERGROUND UTILITIES, ELECTRICAL WIRING, WATER, SEWER, TELEPHONE, CABLE TV, AND OTHER UNDERGROUND LINES BEFORE LANDSCAPE AND IRRIGATION INSTALLATION.

DRIPLINE OR 1/2" DRIP TUBING.

1" FPTXMPT ELL. ¾"X1"MPT ADAPTER.

¾"FPT X ½" DRIP TUBING

DRIP TUBING COUPLING.

GEOTEXTILE FABRIC

- 3" THICK LAYER OF WASHED GRAVEL. THE BOX SHALL REST UPON THE ROCK BED.

DO NOT EXTEND GRAVEL INTO

JPD-IR-CIRR-DRIP-328413-10

INSTALL AN AUTOMATIC IRRIGATION SYSTEM TO ENSURE 100% COVERAGE OF ALL PLANTED AND GRASSED AREAS. THE CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS TO LANDSCAPE ARCHITECT AND OWNER SHOWING ALL INFORMATION REQUIRED BY LOCAL CODES AND NECESSARY FOR THE EFFICIENT OPERATION AND MAINTENANCE OF THE SYSTEM. ALL SENSORS, CONTROLLERS & VALVES SHALL BE LOCATED OUTSIDE THE FDOT ROW.

ELEMENT LOCATION ON THE DRAWINGS IS SCHEMATIC SHOWING INTENT. CONTRACTOR SHALL NOT MAKE CHANGES TO PIPE SIZING OR ROUTING WITHOUT PRIOR APPROVAL OF OWNER & IRRIGATION DESIGNER.

THE CONTROLLER SHALL BE EQUIPPED BY THE CONTRACTOR WITH PROPERLY LOCATED AND INSTALLED RAIN / FREEZE / WIND SHUTOFF

SENSORS. THE SENSORS SHALL BE LOCATED IN SUCH A MANNER SO THAT THEY MEET UNDBSTRUCTED, AND DIRECTLY EXPOSED TO NATURAL RAINFALL, WIND, AND SUNLIGHT FROM ALL DIRECTIONS, BUT NOT TO RUNOFF WATER FROM SWALES OR OTHER SURFACES. ALL SENSORS, CONTROLLERS & VALVES SHALL BE LOCATED OUTSIDE THE FOOT ROW.

THE LANDSCAPE BID SHALL BE FOR THE IRRIGATION MATERIALS SPECIFIED, REQUESTS TO USE EQUAL, SUBSTITUTE MATERIALS SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT IN WRITING AND OWNER'S APPROVAL GIVEN IN WRITING BEFORE THE SUBSTITUTION IS ALLOWED. REQUESTS TO USE EQUAL, SUBSTITUTE MATERIALS SHALL INCLUDE COMPLETE PRODUCT SPECIFICATIONS AND ANY COST SAVINGS TO THE

IF DISCREPANCIES OCCUR BETWEEN THE PLANS, NOTES, AND ACTUAL CONDITIONS CONTACT THE LANDSCAPE ARCHITECT IN WRITING FOR

THE INSTALLER SHALL BE FAMILIAR WITH ALL REQUIREMENTS FOR THE WORK, AND TO CONDUCT HIS WORK IN A CLEAN, SAFE, AND WORKMANLIKE MANNER. THE OWNER RESERVES THE RIGHT TO ACT TO PROTECT HIS PROPERTY AND THE OTHER PERSONNEL AT WORK THERE, AND TO MAKE EMERGENCY REPAIRS OR TAKE CORRECTIVE ACTION IF THE INSTALLER DOES NOT FULFILL HIS OBLIGATIONS IN A TIMELY MANNER. THE OWNER FURTHER RESERVES THE RIGHT TO BACK-CHARGE THE INSTALLER TO COVER SUCH EXPENSES, TO THE EXTENT ALLOWED UNDER APPLICABLE

IRRIGATION MATERIALS AND WORKMANSHIP SHALL BE WARRANTIED FOR ONE YEAR. MANUFACTURER'S WARRANTIES SHALL BE PASSED TO THE

ALL WORK SHALL BE DONE IN ACCORDANCE WITH PREVAILING CODES AND REGULATIONS, AND ESCAMBIA COUNTY IRRIGATION STANDARDS, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY AND CONFORM TO THE PARTICULAR CODES AND REGULATIONS APPLICABLE TO THIS LOCATION, AS WELL AS ESCAMBIA COUNTY IRRIGATION STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, INCLUDING THOSE FOR ANY NEW WATER LINE TAPS OR WELLS, LOCATES, AND INSPECTIONS.

IRRIGATION SYSTEM AND ITS COMPONENTS SHALL BE INSTALLED ACCORDING TO MANUFACTURES' SPECIFICATIONS
IRRIGATION SCHEDULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR PERFORMING THEIR OWN
TAKE OFF BASED ON PLAN DOCUMENTS & ENSURING UNIFORM COVERAGE OF LANDSCAPED AREAS.

IRRIGATION WATER SCHEDULE SHALL BE UNDERSTOOD TO BE FOR INFORMATIONAL PURPOSES ONLY. SHOULD LANDSCAPE MATERIAL REQUIRE INCREASED PRECIPITATION THE IRRIGATION WATERING SCHEDULE SHALL BE ADJUSTED AS NEEDED TO ENSURE A HEALTHY LANDSCAPE.

IRRIGATION SYSTEM AND ITS COMPONENTS SHALL BE INSTALLED ACCORDING TO MANUFACTURES' SPECIFICATIONS.

ALL UTILITIES IN THE FOOT RIGHT OF WAY AND ADJACENT SHALL BE ACCURATELY LOCATED PRIOR TO CONSTRUCTION BY THE CONTRACTOR.

NO SITE WORK ACTIVITIES SHALL TAKE PLACE WITHOUT CITY SITE REVIEW/APPROVAL OF PROPOSED EROSION CONTROL MEASURES AND ADVANCED NOTIFICATION OF THE REQUESTED INSPECTION IS REQUIRED.
PUBLIC WORKS STAFF SHALL BE NOTIFIED PRIOR TO PERFORMING ANY WORK IN THE CITY RIGHT OF WAY.

1. INSTALL MIN. (1) AIR RELIEF VALVE PER ZONE.

ALL CONSTRUCTION AND LABOR SHALL BE IN ACCORDANCE WITH INDEX NO. 102-612 OF THE FDOT STANDARD PLANS FOR ROAD CONSTRUCTION (LATEST EDITION). SHOULD ANY WORK REQUIRE ENCROACHMENT ON THE EXISTING SIDEWALKS WITHIN THE DELINEATED FDOT RIGHT OF WAY, THE WORK SHALL BE IN ACCORDANCE WITH INDEX NO. 102-660 OF THE FDOT STANDARD PLANS FOR ROAD CONSTRUCTION (LATEST EDITION).

ALL MAINTENANCE OF LANDSCAPE AND IRRIGATION WITHIN THE FDOT RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER

20. ALL PROPOSED DEPTH OF IRRIGATION LINES SHALL BE MIN. 12" DEPTH OF COVER WITHIN THE FDOT RIGHT OF WAY

FLOOD BUBBLER TORO FB-XX-PC

CONSIDERED APPROXIMATE ONLY, AND INTERPOLATIONS BETWEEN

THE CONTRACTOR SHALL NOTIFY ALL UTILITIES TWO BUSINESS DAYS

PRIOR TO DEMOLITION AND/OR EXCAVATION. CALL "SUNSHINE STATE ONE CALL SYSTEM" (OR 811) SO THAT UNDERGROUND UTILITIES MAY

THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES

PLANTING SHALL BE ADJUSTED HORIZONTALLY, AT THE DIRECTION OF THE LANDSCAPE ARCHITECT, TO ADDRESS ANY UTILITY CONFLICTS.

THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE LANDSCAPE ARCHITECT TO OBTAIN A FULL LIST OF REQUIRED MOCK UPS, INFORMATIONAL SUBMITTALS, PRODUCT SUBMITTALS AND ALL OTHER

EXAMPLE(S) AND LAYOUT METHOD(S)

9.2.6.1. COBBLE PAVER - THREE ROWS STACKED COURSE.

9.2.7.1. DETECTABLE WARNING STRIP - BASKETWEAVE

10.1. SUBMITTALS REQUIRED SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR REVIEW.

10.2. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE LANDSCAPE ARCHITECT TO REVIEW THE HARDSCAPE LAYOUT PRIOR TO

THESE POINTS HAVE NOT BEEN VERIFIED.

REQUIREMENTS TO ACHIEVE EXPECTED QUALITY.

HERRINGBONE PATTERN

9.2.5.1. FOUR ROWS RUNNING BOND

DURING CONSTRUCTION. NO UTILITY IS TO BE RELOCATED.

9.2. MOCK UPS REQUIRED

9.2.4. PAVER TYPE 2

9.2.5. PAVER TYPE 4

9.2.6. PAVER TYPE 5

9.2.7. PAVER TYPE 6

SUBMITTALS REQUIRED

9.2.3.1.1.

9.2.4.1.1.

9.2.5.1.1.

9.2.6.1.1.

9.2.7.1.1.

10.5. PLANT MATERIAL

9.2.1. CONCRETE - VEHICULAR

PAVER TYPE 1

9.2.3.1. HERRINGBONE

9.2.2. CONCRETE - PEDESTRIAN

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山呂 L ENGINEER, P ISSIONAL ENGIN I # 00008423 PAAFOX STRET A, PL 32534 FAX: (850)476-7708 PROFESSIONAL I BOARD OF PROFESS CERTIFICATE # 10250 NORTH PAI PH: (850)476-8677 F

SON FFER

F.ZHANG DESIGNED BY

B.ALEXANDER

SIGNATURE & SEAL

19008

4/21/2020 SHEET LD16 OF LI 359

L. LANDSCAPE ARCHITECTURE GENERAL PROJECT NOTES & SPECS

1.1. EXISTING SITE CONDITIONS PROVIDED BY OTHERS.

ALL DIMENSIONS AND GRADES SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.

THE CONTRACTOR IS TO COORDINATE WITH THE RESPONSIBLE UTILITY PROVIDER FOR PROTECTION/HOLDING OF UTILITY POLES, GUY WIRES, AND GUY ANCHORS IN AREAS OF CONSTRUCTION. THE CONTRACTOR SHALL INCLUDE THE COST OF PROTECTING UTILITY POLES IN THEIR OVERALL PRICE TO THE OWNER/OWNER'S REPRESENTATIVE.

ALL EXCESS MATERIAL SHALL BE HAULED AWAY AND DISPOSED OF APPROPRIATELY AT THE CONTRACTOR'S EXPENSE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL ORDINANCES.

RELOCATION OR REPLACEMENT OF OBSTRUCTIONS OWNED BY PRIVATE PROPERTY OWNER SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR WHO MUST COORDINATE WITH THE PROPERTY OWNER.

THE CONTRACTOR SHALL MAINTAIN TRAFFIC CONTROL IN ACCORDANCE WITH FDOT STANDARD PLANS (LATEST EDITION), FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) AND IN ACCORDANCE WITH ALL PERMIT

2.1. ALL DEBRIS RESULTING FROM PROPOSED DEMOLITION WILL BE DISPOSED OF IN A LEGAL MANNER AND WILL CONFORM TO ANY AND ALL STATE AND LOCAL REGULATIONS AND/OR ORDINANCES WHICH GOVERN SUCH ACTIVITIES.

THE CONTRACTOR IS TO FIELD VERIFY THE LOCATION OF EXISTING UTILITIES AND COORDINATE RELOCATION WITH THE APPROPRIATE UTILITY OWNER AS NECESSARY. ANY AND ALL UTILITIES ENCOUNTERED DURING DEMOLITION WILL BE PROTECTED AND/OR RELOCATED AT THE DISCRETION OF THE RECEIVED. THE DISCRETION OF THEIR PROSPECTIVE OWNERS.

NO DEMOLITION DEBRIS WILL BE STOCKPILED OR GATHERED ON THE PROJECT SITE OR ADJACENT PROPERTIES WITHOUT PRIOR WRITTEN AUTHORIZATION BY THE LANDSCAPE ARCHITECT.

3. HARDSCAPE NOTES

3.1. DEFINITIONS:

HARDSCAPE - CONCRETE FLATWORK, CONCRETE RAMPS, STAMPED CONCRETE, DECORATIVE CONCRETE, PEDESTRIAN RATED PAVERS, UNIT PAVERS, POURED CONCRETE WALLS, MASONRY WALLS AND ALL OTHER MATERIALS PROPOSED WITHIN THE SCOPE OF THE LANDSCAPE ARCHITECTURE DRAWINGS.

3.2. BIDDER QUALIFICATIONS:

HARDSCAPE CONTRACTORS SUBMITTING BIDS SHALL BE A LICENSED FLORIDA CONTRACTOR. 3.2.1.

BIDDING CONTRACTORS MUST HAVE AT LEAST FIVE (5) YEARS OF CONSTRUCTION EXPERIENCE WITH CONSTRUCTING AND RENOVATING SIMILAR TYPES OF HARDSCAPE. 3.2.2.

FURTHER, BIDDERS SHALL PROVIDE QUALIFICATIONS FOR THE PROJECT SUPERINTENDENT WHO WILL BE ON THE SITE ON A DAILY BASIS. 3.2.3.

SUPERINTENDENT SHALL POSSESS THE MINIMUM QUALIFICATIONS LISTED ABOVE.

ALL PAVERS LOCATED WITHIN THE CITY RIGHT OF WAY & FDOT RIGHT OF WAY SHALL HAVE A CONCRETE BASE IN ACCORDANCE WITH CITY STANDARDS & DETAILS.

SHOULD MINOR FIELD ADJUSTMENTS BE NECESSARY THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT FOR RECOMMENDED COURSE OF ACTION.

THE CONTRACTOR IS RESPONSIBLE FOR ANY ADJUSTMENTS NOT APPROVED BY THE LANDSCAPE ARCHITECT.

3.6. WHERE HARDSCAPE ABUTS BUILDING FACE IT SHALL BE SEALED WITH: SEALANT TO MATCH ARCHITECTURE DRAWINGS AND SPECIFICATIONS.

. MATERIALS

4.1. MATERIALS LISTED UNDER THIS SECTION ARE EXPRESSLY SPECIFIED FOR USE BUT DOES NOT PROHIBIT OR RESTRICT THE CONTRACTOR FROM PROVIDING OTHER APPROVED MATERIALS NOT LISTED IN ORDER TO COMPLETE THE WORK REQUIRED HEREIN. ALL MATERIALS SHALL BE NEW AND IN PERFECT CONDITION.

4.2. IRRIGATION SYSTEM MATERIALS: ALL PARTS, PIECES, COMPONENTS AND PRODUCTS SHALL BE OF NEW, UNUSED, PERFECT CONDITION.

THE IRRIGATION SYSTEM COMPONENTS SHALL COMPLY WITH THOSE FOUND ON PERMIT DOCUMENT'S IRRIGATION PLAN(S) UNLESS OTHERWISE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.

4.3. PLANT MATERIAL: ALL PLANT MATERIAL SHALL BE FLORIDA NO. 1 OR BETTER, UNLESS OTHERWISE NOTED, AS SET FORTH IN THE CURRENT EDITION OF THE GRADES AND STANDARDS FOR NURSERY PLANTS, THE OFFICE OF THE OFFICE OF THE OFFI STATE OF FLORIDA.

4.4. PRE-EMERGENCE WEED CONTROL: CONTRACTOR OPTION (GRANULAR)

4.5. POST-EMERGENCE WEED CONTROL: CONTRACTOR OPTION

4.6. HERBICIDE: CONTRACTOR OPTION.

4.7. INSECTICIDE: CONTRACTOR OPTION

4.8. FUNGICIDE: CONTRACTOR OPTION.

SHRUB BED FERTILIZER: AGRIFORM TABLETS PER MANUFACTURER'S RECOMMENDED RATES FOR EACH PLANT USED.

4.10. LAWN FERTILIZER: N/A

4.11. TREE FERTILIZER: AGRIFORM (OR APPROVED EQUAL) 21 GRAM TABLETS. APPLIED PER MANUFACTURER SPECIFICATIONS.

4.12. MULCH: NATURAL PINE STRAW - 3" MINIMUM DEPTH.

4.13. TREE STAKES AND GUYS: ARBORTIE HD-15 OR APPROVED EQUAL APPROVED IN FDOT STANDARD PLANS (LATEST EDITION).

4.14.1. PAVER TYPE 1 - 4X8 PEDESTRIAN PAVER: USA HARDSCAPES

4.14.1.1. 50% RED, 25%03-ORANGE, 25% DARK BROWN IN COLOR 4.14.2. PAVER TYPE 2 - 4X8 VEHICULAR RATED PAVER: USA HARDSCAPES

4.14.2.1. 50% RED, 25%03-ORANGE, 25% DARK BROWN IN COLOR. 4.14.3. PAVER TYPE 4 - 4X8 PEDESTRIAN PAVER: USA HARDSCAPES.

4.14.3.1. 0% RED, 25%03-ORANGE, 25% DARK BROWN IN COLOR. 4.14.4. PAVER TYPE 5 - 6X6 BELGARD CAMBRIDGE COBBLE-PEDESTRIAN

4.14.4.1. GRAPHITE IN COLOR

4.14.5. PAVER TYPE 6 - 4X8 ADA USA HARDSCAPES - PEDESTRIAN RATED.

4.14.5.1. SANDSTONE IN COLOR

4.15. JOINT SEALANT

4.15.1. FDOT COMPLIANT MASTIC JOINT SEALANT, SUBMIT COLOR OPTIONS TO LANDSCAPE ARCHITECT FOR APPROVAL.

5. LANDSCAPE GENERAL NOTES

5.1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PLANS AND WRITTEN NOTES. NO SUBSTITUTIONS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL BY THE LANDSCAPE ARCHITECT, JERRY PATE

WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB. THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN ON THE PLANS.

LANDSCAPE MATERIALS SHALL BE ADJUSTED IN THE FIELD TO AVOID CONFLICTS WITH ANY PROPOSED OR REMAINING UTILITY STRUCTURES, DRAINAGE STRUCTURES, DITCHES, UNDER DRAINS, DITCH BLOCKS, STORM WATER FACILITIES AND DRAINAGE DISCHARGE PATHS, EXISTING SIGNAGE, AND EXISTING LIGHTING AND THEIR APPURTENANCES. THE CONTRACTOR SHALL NOT INSTALL THE PROPOSED IMPROVEMENTS IF A CONFLICT EXISTS. ANY COSTS TO REMOVE AND/OR REPAIR WORK ADJUSTED THAT HAS NOT BEEN APPROVED PREVIOUSLY BY THE LANDSCAPE ARCHITECT SHALL BE AT THE CONTRACTOR'S EXPENSE

5.4. LANDSCAPE IMPROVEMENTS SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE MOST CURRENT "FDOT DESIGN MANUAL - CHAPTER 329 LANDSCAPE PLANS" AND ALL OTHER PLANTING SPECIFICATIONS INCLUDED IN THE PERMIT DOCUMENTS.

5.5. PLANT QUANTITIES SHOWN ON THE LANDSCAPE PLAN ARE MINIMUM ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE CONTRACTOR'S OWN QUANTITY TAKE-OFF AND SHALL PROVIDE ALL PLANT MATERIAL REQUIRED TO FILL THE PLANTING BEDS TO MEET DESIGN INTENT.

5.6. PROTECTION OF EXISTING TREES TO REMAIN SHALL BE IN ACCORDANCE WITH THE MOST CURRENT "FDOT DESIGN MANUAL CHAPTER 329 LANDSCAPE PLANS" AND ALL OTHER PLANTING SPECIFICATIONS INCLUDED IN THE PERMIT DOCUMENTS.

THE CONTRACTOR SHALL ENSURE, PRIOR TO MOVING ON SITE, ALL EQUIPMENT WHICH LAST OPERATED IN PLACES KNOW TO BE INFESTED WITH NOXIOUS WEEDS IS FREE OF SOIL, SEEDS, VEGETATIVE MATTER, OR OTHER DEBRIS THAT COULD CONTAIN OR HOLD SEEDS.

THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE JOB SITE. IF ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL IS FOUND ON THE PROJECT, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE LANDSCAPÉ ARCHITECT.

ANY PUBLIC LAND SURVEY SYSTEM CORNER OR ANY MONUMENT THAT PERPETUATES THE RIGHT-OF-WAY WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED BY THE CONTRACTOR. IF A MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE LANDSCAPE ARCHITECT.

6. PLANTING BED PREPARATION

6.1. ALL TRASH, ASPHALT, CONCRETE SIGNAGE, WEEDS AND OTHER SPOILAGE SHALL BE REMOVED FROM SITE PRIOR TO MOBILIZATION OF PLANTING CONTRACTOR.

6.2. ALL AREAS TO BE PLANTED OR SODDED SHALL BE GRADED TO SIT SPECIFICATIONS PRIOR TO MOBILIZATION OF PLANTING CONTRACTOR.

CONTRACTOR SHALL CONFIRM ALL PLANTING BEDS ARE NOT COMPACTED BEYOND 85 PERCENT TO ENSURE DRAINAGE. SHOULD COMPACTED SOILS EXIST, SOILS SHALL BE EXCAVATED AND REPLACED WITH WELL-DRAINING SOIL PRIOR TO MOBILIZATION OF PLANTING CONTRACTOR. NO PARKING LOT SUB-BASE, ASPHALT MATERIAL OR CONCRETE SPOILS SHALL REMAIN IN PLANTING BEDS

6.4. ALL EXISTING VEGETATION SHALL BE REMOVED IN ALL PLANTING BED

AREAS UNLESS OTHERWISE NOTED ON THE PLANS. HERBICIDE MANUFACTURER SPECIFICATIONS AND INSTRUCTIONS SHALL BE FOLLOWED AS TO TREATMENT DILUTION, MIX, APPLICATION, AND TIME PERIODS BETWEEN APPLICATIONS AS APPLICABLE TO ASSURE WEEDS ARE ELIMINATED FROM THE PLANTING BEDS PRIOR TO COMMENCING PLANTING. ALL PERSONNEL INVOLVED IN THE CHEMICAL PROGRAM ARE TO RECEIVE THE PROPER TRAINING AND LICENSURE, AND FOLLOW THE OPERATING GUIDELINES PROVIDED BY FDOT FOR CHEMICAL CONTROL. CONTACT THE ESCAMBIA COUNTY EXTENSION SERVICE FOR ADDITIONAL INFORMATION REGARDING HERBICIDES, PESTICIDES, AND REQUIRED LICENSES.

ALL SOIL AMENDMENTS SHALL BE ADDED TO THE PLANTING BEDS AND INCORPORATED INTO THE SOIL PRIOR TO COMMENCING FINAL GRADING AND PLANTING. ALL BEDS SHALL BE GRADED TO PROVIDE 9. MOCK UPS POSITIVE DRAINAGE WITH NO AREAS WHERE STANDING WATER COULD 9.1.

6.6. ALL PLANTING BED AREAS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE TO ENSURE THAT WEEDS WILL BE CONTROLLED.

7. PLANTING NOTES

7.1. THE LANDSCAPE INSTALLATION MUST BE PROPERLY SEQUENCED WITH OTHER CONSTRUCTION SO THAT THE LANDSCAPE IS NOT DAMAGED BY OTHER WORK/TRADES AND VICE VERSA.

THE CONTRACTOR SHALL VERIFY THE EXISTENCE OF AND STAKE ALL UTILITIES PRIOR TO CONSTRUCTION. EXCAVATION OF PLANT PITS LOCATED WITHIN 5' OF UTILITIES SHALL BE PERFORMED BY HAND. ANY UTILITY AND PLANT MATERIAL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION, OR FIELD ADJUSTMENTS.

ALL PLANTS SHALL MEET SIZE, CONTAINER, AND SPACING SPECIFICATIONS AS SHOWN IN THE PERMIT DOCUMENTS. THE CONTRACTOR SHALL GUARANTEE PLANT HEALTH AND SURVIVABILITY FOR ONE YEAR FROM DATE OF PROJECT ACCEPTANCE BY THE LANDSCAPE ARCHITECT. ANY MATERIAL NOT MEETING
SPECIFICATIONS OR DISPLAYING POOR HEALTH SHALL BE REPLACED AT CONTRACTOR'S EXPENSE WITHIN TWO WEEKS OF NOTICE.

INSTALLED PLANT MATERIAL NOT MEETING SPECIFICATIONS SHALL BE REMOVED AND REPLACED AT CONTRACTOR'S EXPENSE

ALL PLANTS MUST BE BROUGHT TO THE SITE FREE OF WEEDS. 7.3.2. ALL PLANT MATERIALS INDICATED WITH A GALLON SIZE SHALL BE CONTAINER GROWN AND WITHIN A CONTAINER APPROPRIATE FOR THE PLANT SIZE. 7.3.3.

ROOT BOUND PLANTS SHALL NOT BE ACCEPTED.

NO SUBSTITUTIONS SHALL BE PERMITTED WITHOUT PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO MAKE PLANTING BED FIELD CHANGES TO ACCOMMODATE SITE CONDITIONS AND TO ACHIEVE THE DESIGN INTENT. THE CONTRACTOR SHALL FLAG ALL TREE AND BED LINE LOCATIONS FOR APPROVAL OF LANDSCAPE ARCHITECT 10.3. REPRESENTATIVE COLORS LISTED IN MATERIALS LIST. 10.4. MASTIC SEALANT COLOR CHART FOR SELECTION AND APPROVAL BY THE LANDSCAPE ARCHITECT. PRIOR TO ANY INSTALLATION.

THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR ALL APPROPRIATE SOIL AMENDMENTS AND A PROPERLY PREPARED FINISHED SOIL LAYER IN ACCORDANCE WITH CURRENT FDOT STANDARD PLANS FOR ROAD CONSTRUCTION.

THE CONTRACTOR SHALL REPAIR OR REPLACE ANY EXISTING VEGETATION INTENDED TO REMAIN THAT IS DISTURBED BY PLANT MATERIAL INSTALLATION ACTIVITIES. THIS REPAIR / REPLACEMENT SHALL BLEND SEAMLESSLY WITH THE EXISTING LANDSCAPE

ALL PLANT MATERIAL MUST BE PLANTED IMMEDIATELY UPON DELIVERY TO THE SITE AND WATERED IN, BY HAND IF THE IRRIGATION SYSTEM IS NOT YET FUNCTIONING PROPERLY. ANY PLANT MATERIAL NOT INSTALLED WITHIN 6 HOURS OF DELIVERY TO THE SITE MUST BE STORED IN AN APPROVED, PROTECTED HOLDING AREA AND SHALL BE WATERED AS NECESSARY TO MAINTAIN PLANT HEALTH AND QUALITY ALL BLACK PLASTIC PLACED AROUND TREE ROOTBALLS SHALL BE REMOVED IMMEDIATELY UPON DELIVERY TO THE SITE

TREES NOT PLANTED WITHIN 6 HOURS OF DELIVERY TO THE SITE: WATER SHALL BE IMMEDIATELY APPLIED TO THE ROOTBALL AND FOLIAGE. THE TOPS SHALL BE UNTIED AND THE TREES STORED UPRIGHT WITH MULCH COVERING THE ROOTBALLS.

TREES SHALL NOT BE STORED LYING DOWN.

IF TREES HAVE PLASTIC TRUNK PROTECTORS, THE PROTECTORS MAY STAY IN PLACE PRIOR TO PLANTING BUT SHALL NOT BE LEFT ON INDEFINITELY.

7.8. PLANT SHRUBS IN CIRCULAR PITS WITH A DIAMETER 3X DIAMETER OF ROOTBALL OR CONTAINER.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL PLANTING AND GRADES UNTIL FINAL ACCEPTANCE BY THE LANDSCAPE ARCHITECT. THIS MAINTENANCE INCLUDES: KEEPING BEDS FREE OF DEBRIS, WEEDS, DISEASES, AND INFESTATIONS.

7.10. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING SUFFICIENT WATER TO THE PLANTS DURING THIS TIME AND REPAIRING ERODED AREAS WITHIN THE LANDSCAPE SCOPE.

7.11. THE CONTRACTOR SHALL PROVIDE A ONE YEAR WARRANTY ON ALL PLANTS AND LABOR BEGINNING UPON FINAL ACCEPTANCE OF THE PROJECT BY THE LANDSCAPE ARCHITECT.

7.12. A FINAL WALK-THROUGH SHALL NOT BE PERFORMED IF PREVIOUS PUNCH LISTS ARE NOT COMPLETED. 8. UTILITY NOTES 8.1. THE LOCATIONS OF THE UTILITIES SHOWN ON THE PLANS SHOULD BE

SHOP DRAWINGS FOR PAVER LAYOUT METHODS & PATTERNS.

 Ξ 8 ARDEN

THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT A MINIMUM OF 48 HOURS PRIOR TO COMPLETION TO SCHEDULE A FINAL WALK-THROUGH. ALL CERTIFICATIONS & LITERATURE ASSOCIATED WITH SIZE, HEALTH AND BRAND.

THE CONTRACTOR SHALL PROVIDE THE LANDSCAPE ARCHITECT WITH REPRESENTATIVE PLANT PHOTOS TO APPROVE FOR ALL PLANT MATERIALS PRIOR TO ANY PLANT DELIVERY. MEASURING STICKS SHALL BE SHOWN IN PHOTOS, AS APPROPRIATE.

MANUFACTURER INFORMATION, CUT SHEETS AND SHOP DRAWINGS FOR ALL 4X8 PAVERS, VEHICULAR & PEDESTRIAN NOTIFY THE LANDSCAPE ARCHITECT A MINIMUM OF ONE WEEK PRIOR TO PLANT DELIVERY TO SCHEDULE ON-SITE INSPECTION UPON DELIVERY. 10.5.5.

A FINAL WALK-THROUGH SHALL NOT BE PERFORMED IF PREVIOUS PUNCH LISTS ARE NOT COMPLETED.

10.6. MANUFACTURER SPECIFICATIONS AND TESTING FOR CONCRETE AS REQUIRED BY FDOT STANDARD SPECIFICATIONS.

10.7. THE CONTRACTOR SHALL CONDUCT REPRESENTATIVE SOIL ANALYSIS PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.

SUBMIT ALL SOIL SAMPLES AND AMENDMENT RECOMMENDATIONS TO THE LANDSCAPE ARCHITECT FOR

THE SOIL SAMPLE TEST RESULTS SHALL INCLUDE, AT A N PH, PRIMARY MACRONUTRIENTS, MICRONUTRIENTS, PERCENTAGE OF ORGANIC MATTER, AND SOIL TEXTURE . AT A MINIMUM

THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF ANY IMPROPER SOIL CONDITION INCLUDING NUTRITIONAL DEFICIENCIES, WETNESS, MUCK, DEBRIS, ETC. AND SHALL RECOMMEND TO THE LANDSCAPE ARCHITECT, PRIOR TO INSTALLATION, ALL SOIL AMENDMENTS THAT MAY BE NECESSARY TO PROMOTE HEALTHY VIGOROUS PLANT GROWTH.

10.8. PAVERS

MANUFACTURER INFORMATIONAL CUT SHEETS ASSOCIATED WITH PAVERS USED IN DESIGN.

MATERIALS TESTING AS PROVIDED BY MANUFACTURER IN ACCORDANCE WITH FEDERAL, STATE & LOCAL REQUIREMENTS

TORIDA

City of Pensacola

Memorandum

File #: 20-00628 City Council 11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PORT - SIDDIQI INVESTMENTS LLC 750 COMMENDENCIA LEASE AGREEMENT

RECOMMENDATION:

That City Council authorize the Mayor to finalize and execute the Lease Agreement with Siddiqi Investments, LLC for a portion of the Port's parking lots located at 750 Commendencia (surface lots bordered by Cedar Street to the north, Jefferson Street to the west and Commendencia Street to the east) and take all actions necessary to administer the Lease Agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Siddiqi Investments, LLC contacted the Port of Pensacola seeking a long-term lease of approximately 84,506.40 usable, buildable square feet of land at 750 Commendencia, parcel number 00-0S-00-9100-001-011, account number 154318000, in order to develop a hospitality venue and related uses (i.e., guest parking, pool, food and beverage, other amenities, back of house operations, meeting flex space, convention and special event venue). The parcel is currently leased from the Port and accommodates existing surface parking for the Siddiqi Investments, LLC (Holiday Inn Express) and Sine Qua Non-Holdings (Aylstock, Witkin, Kreis, and Overholtz law firm).

This proposed Lease Agreement is for an initial term of thirty (30) years with up to four (4) renewals of ten (10) years each for a total potential lease duration of 70 years.

The lease includes both Base Rent and Percentage Rent. Base Rent starts at approximately \$147,440 (exact amount to be determined based on the exact square footage of the "as-built" project post-construction) and increases 7% every five years. During the last year of the primary term, the City has the opportunity to review fair market value and adjust base rent up to a maximum increase of 15%.

Percentage rents are 5% of all room night revenue over \$3.5 million not to exceed \$250,000 and 2% of all non-room revenue (including but not limited to restaurant sales, room service sales, bar sales, banquet sales, convention sales, retail sales, valet/ parking charges, etc.) whether operated by the tenant, sub-lessee or assignee and will be paid to the Port annually.

All existing agreements for parking at the Lease Premises must be honored at all times, including during construction. Additionally, the Tenant's new development must include sufficient parking to accommodate the existing adjacent hotel (currently a Holiday Inn Express), this new development, and either retain or replace all parking spaces displaced by this development. The Tenant is also obligated to honor the existing parking leases previously referenced.

All provisions of the City Council Policy on Port Leases have been fulfilled, and all required notifications have been made.

PRIOR ACTION:

October 19, 2020 - City Council briefed on the project during Workshop Session. Council and Public input received. No formal action was taken.

FUNDING:

N/A

FINANCIAL IMPACT:

The Lease Agreement will generate an average of approximately \$147,440.00 in annual revenue to the Port from base rent payments in years 1-5. Base rent increases 7% every five years throughout the 30-year Primary Term. The base rent amount was determined by broker's opinion of market value and taking into consideration the project's fit with the publicly approved Port Vision Plan. Additional revenue from Room Revenue Percentage Rent and Non-Room Revenue Percentage Rent is unknown at this time but is estimated to be as much as an additional \$100,000 per year in revenue to the Port.

CITY ATTORNEY REVIEW: Yes

10/28/2020

STAFF CONTACT:

Keith Wilkins, City Administrator
Dick Barker, Jr., Deputy City Administrator - Enterprise and Administration
Amy Miller, Port Director
Rebecca Ferguson, Waterfront Development Projects Coordinator

ATTACHMENTS:

1) Proposed Project Terrace Property Lease

PRESENTATION: No

REAL PROPERTY LEASE AT

PORT OF PENSACOLA BETWEEN

SIDDIQI INVESTMENTS, 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 **SIDDIQI INVESTMENTS**, **LLC** a Tennessee limited liability corporation registered in Florida ("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 2019 Port Vision Strategy incorporated a significant public engagement process translating community desire including promotion of a mix of uses for an evolving waterfront and actionable initiatives including creating spaces for residents, visitors and long stay guests; 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 desires to Lease approximately 84,506.40 (1.94 acres) of usable, buildable square feet of land ("Lease Premises") at 750 Commendencia Street, parcel number 00-0S-00-9100-001-011, a survey of which will be completed upon construction completion and the survey and legal description used to determine base rent; and

WHEREAS, the Company intends to design and construct a midscale to upper midscale hotel bringing approximately 120 new guestrooms, 5,000 square feet of meeting space with banquet seating for 325 guests, and sufficient parking spaces to service the parking requirements for this property, the existing adjacent hotel property (currently a Holiday Inn Express), to honor any and all other existing commitments for parking at the development site, and to retain or replace the spaces being displaced by this development, along with significant additional investment to finish and equip the facility to meet their specific industry requirements;

NOW, THEREFORE, in consideration of the promises, covenants, terms, and conditions herein set forth, the Parties hereby agree as follows:

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(s)" means, collectively, all amounts payable by the Company under this Lease which are expressly designated as "Additional Rent(s)", 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.
- "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.
- "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, if/as applicable.

- "Event of Default" shall have the meaning assigned in Article 15 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.
- "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 land depicted on Exhibit A attached hereto and incorporated herein by reference, consisting of approximately 1.94 acres or approximately 84,506.40 SF of 750 Commendencia Street managed by the Port of Pensacola. Parcel dimensions to be confirmed by survey and legal description.
- "Leased Premises" means the Land and all improvements now or hereafter existing on the Land-
- "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 expiring at 12:01 a.m.
- "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.
- "Percentage Rent" means "Gross Sales" of all monies or credits (revenue) received for all sales of goods or services made upon the lease premises minus all sales or use taxes to be paid by tenant to include "Room Revenue Percentage Rent" and "Non-Room Revenue Percentage Rent" described as revenue from all sources other than room night revenue, including but not limited to: restaurant sales, room service sales, bar sales, banquet sales, convention sales, retail sales, valet/parking charges, business center, recreation center, spa, media services, guest facilities, resort fees, etc.

"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 and Percentage Rent(s).

"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 controlled by 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.

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.

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 is initially being defined as a portion of one parcel known as 750 Commendencia Street, parcel number 00-0S-00-9100-001-011. The portion of this parcel shall be defined as approximately 1.94 acres (84,506.40 SF) currently improved by two (2) paved surface parking lots, containing forty-six (46) striped parking spaces (the "North Lot") and 37 striped parking spaces (the "South Lot"), respectively including two (2) handicapped spaces per parking lot. Parties agree that the Leased Premises includes not only such paved parking lots but also the unpaved areas located within the boundaries of the Leased Premises. Not withstanding the foregoing, however, it is understood and agreed that City holds and hereby reserves easements in, on, over, under and upon the Leased Premises for utilities and stormwater drainage.

Upon completion of construction, a survey and legal description of the site "as built" will be completed and the property will be subdivided at that time if necessary. Base rent will be adjusted based on the "as built" square footage. The parcel at 750 Commendencia is further depicted in Exhibit A attached hereto and incorporated herein by this reference and collectively are known as the "Leased Premise."

The Company shall have the right to post its unique logo on the side of the Leased Premises and any such signage must comport with the standards and procedures pertaining to signage in the City Land Development Code.

Section 2.02 PARKING

Tenant shall include in its project design and construct sufficient parking to service the parking requirements for this property and its successors and assigns, the existing adjacent hotel property (currently a Holiday Inn Express) and its successors and assigns, to honor any and all other existing commitments for parking at the development site, including the commitments made to adjacent businesses as reflected in the Lease Agreement dated January 12, 2016, and to retain or replace the spaces being displaced by this development.

All existing commitments for parking upon the Lease Premises must be honored either at the existing site or at an approved alternate location at all times, including during construction period. All parking revenue earned through existing agreements shall continue to accrue to the Port until such time as Rent under this Lease commences. At that time, all existing agreements for parking at the Leased Premises shall be assigned to the Tenant and all future revenue therefrom shall accrue to the Tenant but shall be included in the calculation of any Percentage Rent.



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 thirty (30) years (the "Primary Lease Term"). Base Rent and all Percentage Rents, as described herein, shall become effective upon the issuance of a Certificate of Occupancy for the building or twenty-four (24) months after completion of the Due Diligence Period, whichever comes first (the Rent Effective Date).

Section 3.02 **RENEWAL**

Provided no default by LESSEE exists under future lease and upon expiration of the initial term of this Lease Agreement, Lessee may request up to four (4) renewal periods of ten (10) years each for a total of seventy (70) years including primary term and all renewals subject to the provisions that follow in this Section 3.02. Each renewal shall occur by written request to the City unless lessee provides the other party with a one hundred twenty (120) day advance written notice of non-renewal. Such request to be submitted to the Port Director no less than one hundred twenty (120) days prior to the expiration of the immediately preceding Term.

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

Tenant intends to use and permit the use of the premises for a hotel and ancillary uses (including by not necessarily limited to, guest parking, pool, food and beverage, other hotel amenities, back of house operations, meeting flex space, convention, special event venue, business center, recreation center, spa and guest facilities) only. Any other use or future uses must have written consent from the Landlord and must be consistent with zoning designations and development regulations of the City 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. All construction plans shall be reviewed and approved in accordance with all applicable City of Pensacola codes and ordinances. In addition, the Port Director or designee shall have the right to review all construction drawings.

As a condition of this Lease for the Lease Premises, Tenant shall have up to 36 months from the Commencement Date of this Lease to complete construction of Tenant's improvements and receive a Certificate of Occupancy from the City of Pensacola building official (Construction Period). The first two hundred ten (210) days of this Construction Period shall constitute a Due Diligence Period during which the Tenant shall conduct and prepare all due diligence and notify the City of its intent to proceed with the hotel development contemplated herein. This Construction Period shall be extendable upon request by the Tenant and with reasonable justification for any and delays.

Upon expiration of the Construction Period and any and all extensions thereto, should Tenant abandon the project or otherwise continue to fail to complete construction of Tenant's improvements within a reasonable timeframe, the City may terminate this Lease Agreement and Company 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. The City may then 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 10 herein.

Section 4.02 ADDITIONAL RESTRICTIONS

Notwithstanding any contrary provision in this Lease, the Company shall not, and the Company shall not suffer or permit any of its agents, employees, directors, officers, contractors, customers, guests, invitees, licensees, or representatives to:

(a) Do, suffer, or permit anything that may interfere with the effectiveness or accessibility of any drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, at any time installed or located on or within the premises of the Port.

- (b) Do, suffer, or permit anything that may invalidate or conflict with any fire or other casualty insurance policies covering the Port or any part thereof or improvements thereon.
- (c) Keep or store or suffer or permit to be kept or stored, at any time, flammable or combustible liquids except in storage facilities especially constructed for such purposes in accordance with applicable federal, State, and City laws and ordinances, including the Uniform Fire Code and the Uniform Building Code. For purposes of this Lease, flammable or combustible liquids shall have the same definitions as set forth in the Uniform Fire Code, as that Code may be amended from time to time.
 - (d) Engage in any business or activity not specifically permitted by this Lease.

Section 4.03 Non-Exclusive Rights and Privileges

This section reserved.

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 Port of Pensacola 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 Port of Pensacola shall be per the following schedule:

Tenant agrees to pay annual Base Rent equal to \$147,440.00 for 84,506.40 square feet. The final Base Rent shall be calculated and adjusted based on actual square footage of the leased premises as determined by a post-construction site survey to be completed by the Landlord. Base rent shall increase at a rate equal to seven percent (7%) upon every fifth (5th) anniversary of the execution date.

Base Rent shall be paid in twelve (12) equal monthly installments due and payable in advance on the first day of each month. In the event that the Rent Effective Date is a date other than the first day of a calendar month, the rent due shall be prorated for that month.

Prior to the first renewal of the lease (i.e. during the last year of the primary term, or year twenty-nine (29), the Lessor shall have the right, if it so chooses, to undertake an appraisal, broker's opinion of value or other generally accepted method to determine the then-current fair market value of the subject leasehold not including the value of the Lessee's improvements (i.e. market value of a commercial unimproved land lease in the downtown Pensacola corridor). If such valuation determines that the base rent being charged at that time is more than 10% below fair market value, then the base rent effective upon the first renewal will not be increased by 7% but will, instead, be increased to the fair market value up to a maximum increase of 15% (Adjusted Base Rent). In order for the Lessee to have sufficient time to consider the impacts of the applicable adjusted base rent, Lessor must complete its valuation and provide the Lessee with written notice of the adjusted base rent amount no less than 240 days prior to the conclusion of the primary term. If, after receiving written notice of the adjusted base rent amount, Lessee can demonstrate that the proposed increase would create a significant hardship, then Lessee may opt to have the adjusted base rent implemented incrementally over the first renewal term as follows: 10% immediately plus subsequent annual increases of 2.5% until such time as the maximum allowable adjusted base rent has been attained.

Rent shall be at the rates outlined in Article 5 of this Lease, except that for any renewal hereunder, shall be calculated and adjusted based on actual square footage of the leased premises as determined by the post-construction "as built" site survey to be completed by the Landlord 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 5.02 OTHER RENTS, FEES AND CHARGES

Notwithstanding any contrary provision in this Lease, Tenant shall be fully responsible for payment of all taxes, assessments, and other federal, state, county or municipal fees assessed upon the Leased Premises or the Tenant's operations thereon that are equally applicable to all similarly situated parties.

PERCENTAGE RENT

For the purpose of this section; (1) "Gross Sales" means the result of all monies or credits (revenue) received for all sales of goods or services made upon the lease premises minus all sales or use taxes to be paid by tenant. (2) "Lease Year" means each period of 12 consecutive months during the term of the Lease, starting on the Lease Commencement date.

(B) Room Revenue Percentage Rent:

Tenant agrees to pay annual Percentage Rent equal to five percent (5%) of all room night revenue over \$3.5 million with the maximum collected by Lessor from room night revenue only not to exceed \$250,000.

(C) NON-ROOM REVENUE PERCENTAGE RENT:

Tenant agrees to pay Non-Room Revenue Percentage Rent equal to two percent (2%) of all revenue from all sources other than room night revenue, including but not limited to: restaurant sales, room service sales, bar sales, banquet sales, convention sales, retail sales, valet/parking charges, business center, recreation center, spa, media services, guest facilities, etc. whether operated by the Tenant or an approved Sub-Lessee, Assignee or any other entity operating upon the Lease Premises.

- (D) All Room Revenue Percentage Rent and all Non-Room Revenue Percentage Rent are due and payable whether generated from business activities undertaken directly by the Tenant or by a contractor or sub-contractor or other operating entity of the Tenant or by an approved Sub-Lessee, Assignee or any other entity operating upon the Lease Premises.
- (E) No later than 45 days after the end of the Lease Year, Tenant shall pay the Landlord the percentage rent and provide either (1) copies of all monthly sales tax receipts or other report required to be submitted to the Florida Department of Revenue or (2) a statement of all gross sales for the Lease Year signed by both Tenant and Tenant's bookkeeper or accountant or (3) other accounting or reporting document mutually agreed upon by the parties. Tenant shall also be responsible for remitting to the Landlord any and all Percentage Rent payments due from approved Sub-Lessees, Assigns or any other entities operating upon the Lease Premises.

(F) AUDIT AND INSPECTION RIGHTS

- i. Tenant, its contractors, subcontractors, designated operating entities, Sub-Lessees, Assigns and all other entities operating upon the Lease Premises and subject to the assessment of Percentage Rent, shall maintain accurate records, in a form acceptable to the City, from which the amount of fees owed to the City can be determined.
- ii. No more frequently than once per Lease Year, up to and including the year in which the final Lease Year's Percentage Rents are calculated and all other pending matters are closed, the Landlord may audit, or cause to be audited, pertinent business records of Tenant.

- iii. Upon conclusion of any audit performed in accordance with this Section 15.02(F), Tenant agrees to timely remit any additional Percentage Rent determined to be owed to the City as a result of such audit.
- iv. Landlord may retain an independent certified public accountant to conduct an audit of the referenced business records. If such an audit results in a deviation in the gross sales amounts greater than 10% of the Tenant's statements to Landlord, Tenant shall pay the cost of the audit, otherwise, Landlord shall pay the cost of the audit.
- v. Tenant shall include in all contracts, operating agreements, sub-leases and assignments will all entities conducting revenue-generating operations upon the Leased Premises, adequate provisions for the reporting of Percentage Rents owed and remittance of same to the Tenant on an annual basis in order to perform in accordance with Sections 5.02 (C) (D) and (E), herein.

Section 5.03 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.

All sales and use taxes to be paid by Tenant.

Section 5.04 MODE OF PAYMENT

The payment of all Base Rent, Additional and Percentage Rent, Sales Tax, fees, and charges that become due and payable by the Company under this Lease shall be paid to the Port 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 5.05 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 fifteen (15) 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 sixty (60) calendar days after its date due shall bear Interest at eighteen percent (18%) per annum, or the highest rate allowed by law, whichever is greater, from the date due until the date paid in full.

ARTICLE 6. SECURITY DEPOSIT

Upon expiration of due diligence, tenant shall deposit an amount equal to six (6) months Base Rent as Security Deposit. Such deposit may be in the form of cash, bond, letter of credit or other instruction acceptable 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 expect 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.

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, as applicable to the Company's business type, all of which shall be in full force and effect as of the Effective Date.

As used in this Article, "the City" is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents.

The Company and the City understand and agree that the minimum limits of insurance herein required may become inadequate during the term of this Lease. The Company agrees that it will increase such minimum limits to the levels required by the City from time to time, within one hundred eighty (180) days following the receipt of written notice from the Port Director.

Insurance shall be procured from an insurer whose business reputation, financial stability, and claims payment reputation are satisfactory to the City in its sole discretion, for the City's protection only. The amounts, forms, and types of insurance required to be provided and maintained by the Company shall conform to the following minimum requirements:

[THIS SPACE INTENTIONALLY LEFT BLANK]

| | Insurance Requirements | | | | | |
|-----|---|--|--|--|--|--|
| | Type | Amount | | | | |
| (1) | Worker's Compensation and | Statutory \$1,000,000/\$1,000,000/\$1,000,000 | | | | |
| | Employer's Liability | (including USL&H and Jones Act, if applicable) | | | | |
| (2) | Broad Form Commercial General Liability | Combined Single Limit for Bodily Injury and | | | | |
| | Policy to include coverage for the following | Property Damage of \$5,000,000 per occurrence or its | | | | |
| | (must include liability for marine vessels): | 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 | Coverage for replacement value of property | | | | |
| | for physical damage to the property of the | | | | | |
| | Company, including improvements and | | | | | |
| | betterments to the Leased Premises | | | | | |
| | Property Insurance for physical damage to the | Coverage for replacement value of Facilities | | | | |
| | Facilities, including improvements and | | | | | |
| | betterments to the Leased Premises, resulting | | | | | |
| (4) | 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 | | | | | |
| | | Combined Single Limit for Bodily Injury and | | | | |
| (5) | Automobile Liability (any automobile) | Property Damage of \$1,000,000 per occurrence or its | | | | |
| (5) | | 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 | | | | |
| | A1 C 1 1/ W 1 1 C | Air Operations Area. | | | | |
| (6) | Above Ground and/or Underground Storage | \$10,000,000 per claim | | | | |
| (6) | Tank Liability (but only if such tanks exist at | | | | | |
| (7) | the Leased Premises) | ¢2 000 000 | | | | |
| (7) | 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

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 Certificates 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 as amended from time to time or any successor thereto, as/when applicable to the Company's operations upon the Leased Premises.

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.

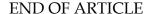
Without limiting the generality of the foregoing, the City shall not be liable for the Company's failure to perform any of the Company's obligations under this Lease or for any delay in the performance thereof, nor shall any such delay or failure be deemed a default by the City.

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.



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 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 may at any time request that a tour of the Leased Premises be scheduled in order for the Landlord to verify that the Tenant is operating in compliance with this Lease Agreement.

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.

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 within the lease premises as defined in Section 2.01, excepted. The Company shall further have the right to install and/or construct properly permitted free-standing improvements within the Leased Premises provided all such construction complies with all land-use and construction regulations and procedures applicable in the City of Pensacola and to the location of the leased premises.

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. 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. All improvements shall remain upon and be surrendered with the Leased Premises upon the expiration or termination of this Lease, unless otherwise mutually agreed by the parties hereto. 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.

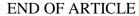
Section 10.02 Construction Requirements

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.

The Company shall construct all improvements and additions to the Leased Premises at its own expense. The City's interest in said Leased Premises, shall not 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.



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.

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

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 construction, 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 construction, 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) 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;
- (h) 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
- (i) 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 of all trash, garbage, and refuse resulting from operation of the Company's business.
- (j) The Company shall be responsible for maintaining and repairing all improvements so constructed and shall keep these facilities in serviceable condition for use at all times.

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 City'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. 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 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 12.06 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.

Section 12.07 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.

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. At the termination of the lease and any extensions, ownership and control of the Leased Premises shall remain with the Port of Pensacola.

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.

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 all applicable local, state and federal laws, rules and regulations as relates to Storm Water Pollution Prevention, including any storm water retention, collection and/or treatment requirements applicable to the proposed development.

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 is 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) a portion of the Leased Premises **IS** designated by the Florida Department of Environmental Protection (DEP) as a petroleum contamination cleanup site.

Section 14.03 REMEDIATION OF ENVIRONMENTAL CONDITIONS

Based on the information contained in Section 14.02 of this lease, the Company shall, during its two hundred and ten (210) day Due Diligence Period, assess the monitoring and remediation requirements applicable upon the site during construction, if any, and ongoing thereafter, if any. This information shall be used by the Company to determine the Company's ability to continue with the proposed development.

If, following such Due Diligence Period, the Company elects to continue with the proposed development, the Company shall at all times comply with any and all monitoring and remediation requirements set forth by DEP or any other federal, state or local government agency with regulatory authority over the monitoring and remediation of such contamination both during construction, if any, and ongoing thereafter, if any.

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 additional 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, if any, 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.

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 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) above or subparagraphs (d), (e) or (f) 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
- (c) 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
- (d) 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
- (e) 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
- (f) 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.**

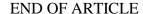
Upon the occurrence of any Event of Default, the City may at any time thereafter, with or without notice or demand (except as expressly specified in Section 15.01 above or elsewhere in this Lease), and without limiting the City in the exercise of any right or remedy that the City may have by reason of 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 untenantable 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 untenantable 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.



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.



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 or limit the ability of the Company to execute any required franchise or partnership agreements required for the Company's hotel to be affiliated with a national or international brand except that, regardless of brand, the Company shall be required to obtain and maintain during the term of this lease at least an upper mid-scale, limited service flag or higher as defined by Smith Travel Research or any industry accepted successor thereto. 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 or subletting. 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. In no event shall the abatement or diminution of rent extend beyond a period of one hundred eighty (180) days from the date of destruction or injury.

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 such event, the City shall be entitled to use any and all insurance proceeds for the purpose of removing the damaged structure from the property and brining the property into the same condition as existed at the commencement of the Lease. 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, in which case the period of rent abatement or diminution shall be extended until full use and occupancy is restored to the Company. In no event, shall the prior of abatement or diminution of rent extend beyond a period of twelve (12) months from the date of destruction or injury, unless otherwise mutually agreed by the parties.

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.



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.

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 and personal 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.





ARTICLE 22. GENERAL PROVISIONS

Section 22.01 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 22.02 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 22.03 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 22.04 **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

AND

City of Pensacola Attention: City Administrator 222 West Main Street Pensacola, Florida 32502

Notices to the Company shall be addressed to: Siddiqi Investments, LLC XXX XXX, TN Attention: Heetesh Patel, Owner

The parties may from time to time designate, in writing, changes to the addresses stated.

Section 22.05 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.

Section 22.06 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 22.07 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 22.08 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 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 22.09 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 22.10 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 22.11 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 22.12 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.

Section 22.13 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 22.14 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 22.15 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 22.16 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 22.17 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 22.18 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 22.19 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 22.20 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 22.21 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 22.22 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 Architectural Review Board and final approval of Pensacola City Council. Such signs shall be substantially uniform in size, type, and location with those of other tenants, and consistent with the Downtown Historic and Waterfront Development District Regulations in compliance with all applicable laws and ordinances, said approval not to be unreasonably denied or delayed.

Section 22.23 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 22.24 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 22.25 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 22.26 TIME IS OF THE ESSENCE

Time is of the essence of this Lease.

Section 22.27 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 22.28 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.

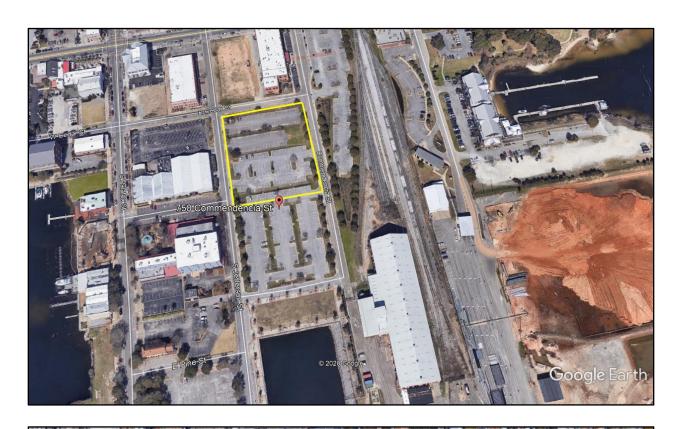
END OF ARTICLE



IN WITNESS WHEREOF, the undersigned have duly executed this Lease as of the dates set forth below.

| CITY: | COMPANY: |
|--|--|
| CITY OF PENSACOLA, a Florida municipal corporation | SIDDIQI INVESTMENTS, LLC a Florida limited liability company |
| By: Grover C. Robinson, IV, Mayor | By:Heetesh Patel |
| 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 AERIALLY DEPICTED





City of Pensacola



Memorandum

File #: 20-00728 City Council 11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jewel Cannada-Wynn

SUBJECT:

LEASE OF AMTRAK BUILDING & PARKING LOT TO MONUMENT TO WOMEN VETERANS INC.

RECOMMENDATION:

That City Council authorize the Mayor to enter lease negotiations with Monument to Women Veterans, Inc. for the lease of the Amtrak building and parking lot and that City Council authorize the method of disposition as "direct negotiation." Further, that once negotiated, City Council authorize the Mayor to take all actions necessary to execute and administer the Lease Agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City has been approached by Monument to Women Veterans Inc., with a desire to lease the Amtrak building and parking lot for the purpose of establishing a museum and monument to Women Veterans.

Ms. Michelle Caldwell has presented information and ideas to the City Council on two (2) occasions. As a result of these presentations and discussions, Ms. Caldwell was requested to supply certain financial information to City Council and a DRAFT Lease was completed.

Please Note: THIS LEASE HAS YET TO BE NEGOTIATED WITH MONUMENT TO WOMEN VETERANS INC. OR THEIR LEGAL REPRESENTATIVE(S).

This item seeks to authorize the Mayor to negotiate a Lease Agreement and execute said agreement.

PRIOR ACTION:

October 5, 2020 - Presentation and discussion with Ms. Michelle Caldwell

September 13, 2018 - Initial Presentation given by Ms. Michelle Caldwell

FUNDING:

N/A

File #: 20-00728 City Council 11/12/2020

FINANCIAL IMPACT:

None at this time.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Women's Veterans Lease DRAFT w/updates
- 2) Sunbiz Info 11-2020

PRESENTATION: No

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into to be effective as of the _____ day of _____ 2020, by and between the City of Pensacola, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, FL 32502 (the "City" or "Lessor") and Monument to Women Veterans, Inc., (the "Lessee"), a Florida not-for-profit corporation whose principal offices are located at 1297 Ceylon Drive, Gulf Breeze, FL 32563.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by the City and the Lessee that the following Lease provisions shall be implemented:

1. STATEMENT OF PURPOSE

Lessor owns certain real property known as the Amtrak Train Station and parking lot, as more particularly described in Attachment A, attached hereto, City of Pensacola, Escambia County, Florida (the "Property"). Lessee intends to use the Property as a monument to women veterans, with a multipurpose museum, gift shop, conference center and cultural and educational center in furtherance of such purpose.

2. PREMISES LEASED

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

3. TERM

The term of this Lease shall be for a period of twenty (20) years commencing on the date and year first above written.

4. RENEWAL

Upon mutual, written consent of the City and the Lessee, this lease may be extended for an additional ten (10) years beyond its initial term.

5. TERMINATION

As reflected in Paragraph 6 (A), below, Lessee is being provided a period of Eighteen (18) months in which to engage in fundraising and construction planning activities in order to be in a position to renovate and improve the property in a manner suitable for its intended use. At the conclusion of the Eighteen (18) month period of time from the date of inception of this Lease, if the Lessee has failed to provide sufficient documentation to the Lessor of its financial, liquid assets in the amount of Eight Hundred Thousand Dollars (\$800,000.00) and a current, viable construction plan and timeline for Improvements to the Property, the Lessor may terminate this Lease in its entirety by giving Lessee written notice thereof. Lessor may make this determination in its sole discretion.

6. LEASE PAYMENTS

A. Initial Lease Payments

The Lessor agrees to lease the subject property to Lessee at a monthly rate of \$1.00 for a period of Eighteen (18) months from commencement in order to provide Lessee with a reasonable period of time to obtain and secure the funding that will be required for renovation and improvement of the property in order effectively use it for its intended purposes.

B. Subsequent Lease Payments

Following the 18-month period of lease payments described in subsection A, above, the Lessor will establish the market rate lease amount for the property, and Lessee shall pay the market rate of lease payments with credit for all documented funds which Lessee expends on improvements to the property. It is contemplated that the Lessee will have in hand substantial funds on an ongoing basis for construction and improvements of the property, and that the expenditure of such funds for that purpose will fully satisfy the Lessee's obligation to pay market rate lease payments.

C. Triple Net Lease

The parties agree that this is a triple net lease and that the Lessee is responsible for all expenses such as capital expenses, maintenance expenses, operation expenses, insurance, taxes and utilities.

D. Prior Approval

All expenditures for improvements and maintenance repairs and construction in the amount of \$5,000.00 or more shall receive prior approval from the Mayor or his designee.

All improvements shall be completed to the satisfaction of the Lessor.

7. USE OF PREMISES

The Property shall be used by Lessee solely for the purposes described herein, and any other uses must be approved by the Mayor.

8. LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

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

9. CONSTRUCTION OF IMPROVEMENTS AND CONSTRUCTION PLANS

Lessee shall submit design plans and specifications for the Improvements on the Property to the Mayor or Mayor's designee for all improvements that will exceed the amount of \$5,000.00.

Once the lessee has received approval from the Mayor or his designee, the lessor may commence with the improvement.

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

10. TITLE TO IMPROVEMENTS

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

11. INSPECTION AND ACCESS TO PROPERTY

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

12. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be covenants running with the land, and shall be binding on Lessor, Lessee, sublessees and the successors of the parties, and all other successors in interest to the Property, or any part thereof:

- A. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- B. That the Lessee will maintain the exterior appearance (including landscaping) suitable to the area and the Property's uses.
- C. That in the event that the property, or any portion thereof, is required for use by Amtrak or related railroad purposes, the Lessee will abate and terminate its use of the property to the extent necessary to accommodate the requirements of Amtrak or any other railroad entity.

13. NO MORTGAGES OR ENCUMBRANCES

- A. Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.
- B. Lessee shall remove any liens or encumbrances placed against the Property on account of Lessee's activities or occupation of the Property during the term of this Lease or as it may be renewed. If Lessee fails to remove any such lien from the Property, within thirty (30) days of the recording or other reasonable notice of any lien or encumbrance, such failure shall constitute a breach of the Lease.

14. LESSOR'S WARRANTIES

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

15. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

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

16. INSURANCE REQUIRED

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

17. NO DISCRIMINATION

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

"Equal Opportunity Provision"

A. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Lessee setting forth

the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor or manager to do likewise.

B. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, pregnancy, age, disability or handicap, familial status, marital status or any other legally protected class. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18. AD VALOREM TAXES AND UTILITIES

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

19. WASTE

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

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

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

- A. If Lessee shall desert or vacate the Property;
- B. If default shall be made by Lessee in the payment of the Lease payments as specified in this Lease;
- C. If Lessee shall file a petition of bankruptcy, or make an assignment for the benefit of creditors, or be adjudicated a bankrupt, or take advantage of any insolvency act.

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

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

21. NOTICES

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

Lessor: The City of Pensacola

c/o Mayor City Hall

222 West Main Street Pensacola, Florida 32502

Lessee: Monument to Women Veterans

c/o Michelle Caldwell 1297 Ceylon Drive

Gulf Breeze, Florida 32563

22. PROVISIONS BINDING

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

23. AMENDMENT

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

24. SEVERABILITY

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

25. PARAGRAPH HEADINGS

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

26. ENTIRE AGREEMENT

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

27. WAIVER

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

28. TIME OF THE ESSENCE

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

29. GOVERNING LAW

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

30. VENUE

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

31. ASSIGNMENT

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

32. SUBLETTING

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

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

| CITY OF PENSACOLA | LESSOR NAME |
|--|---|
| A municipal corporation, Lessor | |
| By: | By: |
| Grover C. Robinson, IV, Mayor | Michelle Caldwell, President |
| Attest: | Attest: |
| | |
| Ericka L. Burnett, City Clerk | Secretary |
| STATE OF FLORIDA COUNTY OF ESCAMBIA | STATE OF FLORIDA COUNTY OF |
| The foregoing instrument was acknowledged before me this day of, 2020, by Grover | The foregoing instrument was acknowledged before me this day of, 2020, by Michelle |
| C. Robinson, IV, the Mayor of the City of | Caldwell, the President of Monument to |
| Pensacola, a municipal corporation, for an on behalf of the City, and who is personally known to me. | Women Veterans, a Florida not for profit corporation, for and on behalf of the corporation and who is personally known to |
| Known to me. | me or has producedas |
| GIVEN under my hand and official seal this day of, | identification. |
| 2020. day or, | GIVEN under my hand and official seal this |
| NOTARY PUBLIC | day of, 2020. |
| | NOTARY PUBLIC |
| Name | |
| | Name |
| [Type or print Name] My Commission Expires: | |
| 1.25 Commission Expires. | [Type or print Name] |
| | My Commission Expires: |

EXHIBIT A

Parcel Description of Real Property for Lease – 980 E. Heinberg Street

A parcel of land in Escambia County, Florida being more particularly described as follows:

The East 30.24 feet of Lot 8, all of Lots 9 and 10, Block 49, and the West 69.76 feet of the vacated 15th Avenue lying between the Southerly right-of-way line of Wright Street (100' R/W) and the Northerly right-of-way line of Heinberg Street (50' R/W), New City Tract, according to the Map of the City of Pensacola, copyrighted by Thomas C. Watson in 1906.

Specifics of Property Leased for Use by Lessee

Leased property includes the main building and its parking lot. Leased property does not include the train platforms, railroad tracks, nor any external components attached to or above the platforms and railroad tracks.

EXHIBIT B

INSURANCE AND INDEMNIFICATION

GENERAL

Before starting and until termination of the lease, Lessee shall procure and maintain insurance of the types and limits specified.

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

COVERAGE

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

Worker's Compensation

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

Commercial General and Umbrella Liability Coverages

The Lessee shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability filed by the Insurance Services Office. The City of Pensacola shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this lease. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Lessee agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations (including pollution related claims), independent contractors, and property damage resulting from, collapse or underground (c,u) exposures. The coverage shall be written on occurrence-type basis.

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

Fire Legal Liability Insurance coverage shall not be less than \$850,000 per occurrence. The City of Pensacola will be listed as a loss payee.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City shall be named as an Additional Insured. If required by the City, the Lessee shall furnish copies of the Lessee's insurance polices, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Lessee shall, upon instructions of the City, cease all operations under the Lease until directed by the City in writing, to resume operations.

INSURANCE OF THE LESSEE PRIMARY

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

LOSS CONTROL AND SAFETY

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

HOLD HARMLESS

The Lessee shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Lessee and persons employed or utilized by the Lessee. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The Lessee agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Governing Law and Venue

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



Department of State / Division of Corporations / Search Records / Search by Officer/Registered Agent Name /

Detail by Officer/Registered Agent Name

Florida Not For Profit Corporation

MONUMENT TO WOMEN VETERANS INC

Filing Information

 Document Number
 N11000006915

 FEI/EIN Number
 45-3411596

 Date Filed
 07/20/2011

State FL

Status ACTIVE

Principal Address
1297 Ceylon Dr

Gulf Breeze, FL 32563

Changed: 04/29/2018

Mailing Address

1297 Ceylon Dr

Gulf Breeze, FL 32563

Changed: 04/29/2018

Registered Agent Name & Address

Caldwell, Michelle D 1297 Ceylon Dr

Gulf Breeze, FL 32563

Name Changed: 03/05/2015

Address Changed: 04/29/2018

Officer/Director Detail

Name & Address

Title C

CALDWELL, MICHELLE 314 Andrew Jackson Trail Gulf Breeze, FL 32561

Title D

PORTER, KRYSTAL 7211 ANTOINETTE CIR NAVARRE, FL 32566

Title D

STEWART, TINA 2920 NORTHWOOD AVE TOLEDO, OH 43606

Title SA

Iburg, Booth i 24 Park lane GULF BREEZE, FL 32563

Title Treasurer

Aloy, Karen 314 Andrew Jackson Trail Gulf Breeze, FL 32561

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2018 | 04/29/2018 |
| 2019 | 06/20/2019 |
| 2020 | 02/26/2020 |

Document Images

| 02/26/2020 ANNUAL REPORT | View image in PDF format |
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| 06/20/2019 ANNUAL REPORT | View image in PDF format |
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| 03/30/2016 ANNUAL REPORT | View image in PDF format |
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| 07/20/2011 Domestic Non-Profit | View image in PDF format |

Florida Department of State, Division of Corporations

City of Pensacola



Memorandum

File #: 20-00727 City Council 11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jewel Cannada-Wynn

SUBJECT:

RELEASING ALLOCATED FUNDING TO THE HUMAN RELATIONS COMMISSION

RECOMMENDATION:

That City Council authorize the release of allocated funds to the Human Relations Commission in the amount of \$78,500.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

In March of 2019, the interlocal with the HRC was terminated and in May of 2019 it was reestablished. At that time the City agreed to fund the HRC in the amount of \$79,000 and to allow an additional \$10,000 as a carry over for a total of \$89,000. The Finance Director has located an amount of \$19,500 from 2018/2019 to be carried forward as well. This would bring the total allocation for FY 20 to \$108,500. The City provided the HRC \$30,000 in January of 2020 leaving \$78,500 remaining.

The HRC Board is requesting that the City carryforward funding in the amount equal to the unspent funds as of September 30, 2020 (\$78,500) and that this carryforward not be subject to the 60/40 split as outlined in the 2019 Interlocal Agreement. Any cost associated with this allocation will be 100% funded by the City. The City will make an initial \$30,000 disbursement upon HRC's request which will remain with HRC as a deposit to provide for cash flow needs until such time the Interlocal is terminated. The remaining \$48,500 will be distributed on a reimbursable basis through September 30, 2021.

Due to COVID-19 the HRC did not get fully operational until August of 2020. No requests for funds were made between January and now as they were not fully operational. They are now fully operational, with a dedicated office space as well as the hiring of additional staff. There is now a need for funding to operational purposes.

PRIOR ACTION:

1974 - Escambia - Pensacola Human Relations Commission Established

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

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

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

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

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

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

FUNDING:

Budget: \$79,000

\$ 10,000 - Carry over

\$ 19,500 - 2018/2019 carry over

\$108.500

- \$ 30,000 (January 2020 Disbursement)

\$ 78,500

Actual: \$ 78,500

FINANCIAL IMPACT:

\$78,000 allocated funds from the FY 20 budget.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: No

City of Pensacola



Memorandum

File #: 20-00730 City Council 11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Jared Moore

SUBJECT:

APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE M. WESTON AUDUBON SOCIETY AND THE CITY OF PENSACOLA, PERTAINING TO TREE AND VEGETATIVE PLANTINGS AND MAINTENANCE AT BRUCE BEACH.

RECOMMENDATION:

That the City Council approve a Memorandum of Understanding with the M. Weston Audubon Society and the City of Pensacola for Tree and Vegetative Plantings and Maintenance at Bruce Beach.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On February 10, 2020, the CRA approved the appropriation of bond proceeds to fund four catalytic capital improvement projects in the Urban Core Community Redevelopment Area from revenue generated by the Urban Core Redevelopment Refunding and Improvements Revenue Bond, Series 2019. Each of the four redevelopment projects was identified in the 2010 Urban Core Community Redevelopment Plan.

Designs for two of the projects, the Bruce Beach waterfront park and the "Hashtag" streetscape project, were elements of the proposed continuous waterfront trail system conceptualized by SCAPE Landscape Architecture in 2019. Each of these projects will have a transformative impact on the City and further implement the Community Redevelopment Plan for the revitalization of the City.

On October 5, 2020, the CRA approved a contract with SCAPE to provide consistency review services on the Bruce Beach and Hashtag projects. This review is intended to help preserve as much of the original Bruce Beach and Hashtag conceptual design features as possible while the projects progress through the design development and construction stages.

The M. Weston Audubon Society, a local volunteer group, has obtained a grant to provide trees and other vegetative plantings at Bruce Beach. Additionally, they have offered to provide maintenance for these plantings. The attached Memorandum of Understanding (MOU) between the Audubon Society, the City of Pensacola and the CRA is being submitted for approval for the proposed planting and maintenance activities. A key provision of the MOU agreement requires that all plantings be

reviewed and approved by SCAPE for consistency with the overall project vision.

PRIOR ACTION:

July 15, 2019 - The CRA adopted Resolution No. 2019-04 CRA and Supplemental Budget Resolution No. 2019-05 CRA authorizing an interlocal agreement and appropriating funding in connection with the respectively.

July 18, 2019 - City Council adopted Resolution No. 2019-31 and Supplemental Budget Resolution No. 2019-32 authorizing an interlocal agreement and appropriating funding in connection with the Urban Core Redevelopment Refunding and Improvements Revenue Bond, Series 2019, respectively

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

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

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

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

February 10, 2020 - CRA approved Bruce Beach as one of the projects funded from the Urban Core Redevelopment Refunding and Improvements Revenue Bond, Series 2019

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

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

ATTACHMENTS:

1) MOU with Audubon Society

PRESENTATION: No

MEMORANDUM OF UNDERSTANDING BETWEEN FRANCIS M. WESTON AUDUBON SOCIETY, INC., THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITYOF PENSACOLA FLORIDA, AND THE CITY OF PENSACOLA, FLORIDA FOR TREE AND VEGETATION PLANTINGS AND MAINTENANCE AT BRUCE BEACH

This Memorandum of Understanding ("MOU") is made and entered into by and between the Francis M. Weston Audubon Society, Inc. a Florida Not For Profit Corporation (hereinafter referred to as "FMWAS"), the Community Redevelopment Agency, of the City of Pensacola, a political subdivision of the State of Florida (hereinafter referred to as "CRA"), and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida (hereinafter referred to as the "City"), for the purpose of installing and maintaining native trees and vegetation at the City-owned property known as Bruce Beach.

1. PURPOSE

The purpose of this MOU is to specify the locations, terms and methods by which the Francis M. Weston Audubon Society may, at its sole cost, plant and maintain certain approved native trees and vegetation at specified locations of the City's Bruce Beach property as a component of the CRA funded Bruce Beach Redevelopment project. The parties desire to enter into an MOU setting forth the terms, conditions and responsibilities of a coordinated effort to permit FMWAS plantings and planting area maintenance responsibilities.

2. **DEFINITIONS**

As used herein, the following terms shall have the following meanings:

- A. "Approved native trees and vegetation" means those trees and plant species listed in Appendix A- Approved Plantings, as modified by the recommendations of SCAPE Landscape Architecture DPC (SCAPE) dated October 26, 2020.
- B. "Specified locations" means the typical Northwest Florida Gulf Coastal Lowlands area of the City-owned property known as Bruce Beach bordered by Washer Woman Creek on the east, the Bruce Beach parking lot and trail on the west, and the intersection of Vince Whibbs Drive on the south as shown in Appendix B.
- C. "Bruce Beach Redevelopment Project" means the improvements identified in the Waterfront Framework and Catalytic Projects Plan developed by SCAPE and finalized by HDR, Inc. on behalf of the CRA and City.

3. STATEMENT OF WORK

- **A.** FMWAS shall be responsible for planting and maintaining various approved native trees and vegetation, as listed in Appendix A- Approved Plantings, in the locations identified in Appendix B- Approved Locations;
- **B.** FMWAS shall purchase and install certified native trees and plants in accordance with the Appendix A at its own expense.
- C. FMWAS shall be responsible to maintain said plantings for the duration of this MOU, including any renewals thereof, for the planting areas except city-owned ground adjacent to FMWAS plantings (outside approved locations). Maintenance shall include: propagation, cultivation to ensure health and survivability, application water with City assistance and support (described below), applied integrated pest management (IPM) practices to create a largely pesticide-free area in and around the plantings, site-scouting to identify and map all non-native/ invasive trees and plants for removal in the Appendix B Bruce Beach approved planting sites and removal of infringing non-native/ invasive plants or request, where required, City mechanical equipment support. FMWAS will not use toxic chemical herbicides (such as glyphosate) in order to create a largely herbicide-free area in and around the plantings.
- **D.** FMWAS shall provide, install and maintain temporary fencing around FMWAS plantings of native trees and plants to provide demarcation of areas of maintenance responsibility until the plantings are clearly established.
- **E.** FMWAS shall provide on-site representative presence for de-confliction of City of Pensacola scheduled mowing.
- **F.** FMWAS shall re-plant nearly all trees that naturally fail to thrive and after the foot-bridge is installed conduct a continued Live Oak/Sand Oak/Myrtle Oak copse planting on the south-side of the bridge.
- **G.** City agrees to allow FMWAS free and mutually scheduled access to and use of fixed and portable City-owned irrigation resources including wells and water bowsers under the conditions set forth in this MOU.
- H. FMWAS shall comply with all applicable federal, state, and local laws, ordinances, rules, policies and regulations pertaining to the activities undertaken pursuant to this MOU at its sole expense, and shall be responsible for all costs associated with the activities related thereto; further, FMWAS shall indemnify, defend, and hold harmless the City, including its elected officials, agents, and employees, from and against all claims, damages, losses, and expenses, arising out of or resulting from the activities carried out pursuant to this MOU.

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

4. AGREEMENT TERM

This MOU shall commence on the date of the last signature by the Parties and shall remain in effect for ten (10) years from this date, unless sooner terminated or cancelled in accordance with Article 6, Termination. Once executed, this MOU supersedes all previous agreements between the Parties regarding the same subject matter. This MOU may be renewed for up to two (2) ten-year terms upon mutual agreement of the Parties.

5. TERMINATION

This MOU may be terminated by either party for cause or for convenience. Either party may exercise its right of termination for convenience by furnishing to the other party written notice of its election to do so. The termination for convenience shall be effective seven (7) days following the date of the receipt of such notice.

6. NOTICES

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

TO THE FRANCIS M. WESTON AUDUBON SOCIETY, INC.:

Michael R, Brower, President Francis M. Weston Audubon Society, Inc. Post Office Box 17484 Pensacola FL 32522

TO THE CRA:

City of Pensacola Community Redevelopment Agency Attention: CRA Administrator 222 W. Main Street Pensacola, Florida 32502 TO THE CITY:
City of Pensacola
Attention: City Administrator
222 W. Main Street
Pensacola, Florida 32502

Either party may change its above-noted address by giving written notice to the other party in accordance with the requirements of this section. **IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the respective dates under each signature: the Francis M. Weston Audubon Society through its Board, signing by and through its duly authorized [President], and the Community Redevelopment Agency of the City of Pensacola, signing by and through its Chairperson, and the City of Pensacola, signing by and through its Mayor.

FRANCIS M. WESTON AUDUBON SOCIETY, INC., A FLORIDA NOT FOR PROFIT CORPORATION

| | A FLORIDA NOT FOR PROFIT CORPORATION |
|----------------------------|--|
| [Seal] | By: Michael R. Brower, President Date |
| | THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA By: Jared Moore, Chairperson |
| Attest: | Date: |
| Ericka Burnett, City Clerk | |
| | THE CITY OF PENSACOLA, A FLORIDA MUNICIPAL CORPORATION |
| | By: Grover C. Robinson, IV, Mayor |
| | Date: |
| Attest: | |

| Ericka Burnett, City Clerk |
|-----------------------------------|
| Approved as to form and execution |
| By: City Attorney |
| Date: |

Appendix A-Approved Plant List Proposed for Planting in Phase 1

Keystone trees are botanically recognized species which positively and disproportionately effect an ecosystem's support of a bird, wildlife and insect foodweb. Used to be, experts thought, "just plant natives trees and plants" and the Gulf Coastal Lowlands insects and seeds for birds' food-web was ensured. However, peerreviewed research reports that a keystone tree-less habitat, even when packed with native trees and plants, will support 75% fewer insects like caterpillars and without insects like caterpillars you'll see your birds and butterflies disappear (Tallamy 2019). In the absence of keystone species, a food web almost disappears. Native Trees and Plants for Native and Migratory Birds Live Oaks (Querus virginiana), Sand Live Oaks (Querus germinata), Myrtle Oaks (Querus myrtilfolia), Red Mulberry (Morus rubra), and Bald Cypress (Taxodium distichum) are all Gulf Coastal Lowlands keystone trees. The multi-tier understory of each grove replicates an ideal mix of trees and plants typically found in nature in keystone groves. The adapted understory significantly contribute to the food-web. Planting these trees in groves or clusters will allow the project to demonstrate a grove's hurricane and wind resistance when mature due to the interlaced root structures.

Grove 1 - Live Oak/Sand Oak/Myrtle Oak "Keystone" copse of at least 10 trees expanded by at least three additional Sand Live Oaks and tiered understory plants on the bayside after the pedestrian bridge is constructed. Grove 1 will have at least three Chickasaw Plums and three wax myrtles and more than 50 native shrubs, perennials and self-seeding annuals including, but not limited to rusty lyonia, inkberry, summer sweet possum haw saw palmetto scrub mints, yaupon holly, high-bush and Darrow's Blueberry, Winged Sumac and passion vine.

Grove 2 - Native Red Mulberry Grove containing at least 12 trees and an understory consisting of 15 or more oak hydrangea shrubs, 10 or more American Beautyberry shrubs, 10 or more sweet shrubs and a meadow of native milkweed.

Grove 3 - Bald Cypress cluster of at least five trees, as well as, three or more each of, Dahoon Holly, Sweet Bay Magnolia, wax myrtle trees and at least ten swamp lilies, five scarlet hibiscus, two swamp milkweeds, and ample seeds for standing cypress and swamp sunflower and at least ten frog fruit plants to start ground cover.

Phase 1 of Native Trees and Plants fo Native and Migratory Bids at Bruce Beach FMWAS volunteers shall plant on the western side of the Washerwoman Creek Basin at no-capital cost to the City of Pensacola:

2X3 Gallon Live Oaks (Querus virginiana)

2X7 Gallon Live Oaks (Querus virginiana)

- 3X7 Gallon Sand Live Oaks (Querus geminata)
- 3X3 Gallon Myrtle Oaks (Querus myrtilfolia)
- 6X3 Gallon Female Red Mulberry (Morus rubra)
- 6X3 Gallon Red Mulberry (Morus rubra)
- 2X7 Gallon Bald Cypress (Taxodium distichum)
- 3X3 Gallon Bald Cypress (Taxodium distichum)
- 3X3 Gallon Chickasaw plums (Prunus anguvstifolia)
- 6X3 Gallon Wax Myrtle (Morella cerifera)
- 15X1Gallon Oak Leaf Hydrangea (Hydrangea guercifolia)
- 10X1 Gallon American Beautyberry (Callicarpa americana)
- 10X1 Gallon Sweet Shrub (Calycanthus flordia)
- 3X3 Gallon Yaupon Holly, (Ilex vomitoria)
- 1X3 Gallon Sweet Bay Magnolia (Magnolia virginiana)
- 3X1 Gallon Sweet Bay Magnolia (Magnolia virginiana)
- 5X1 Gallon Rusty Lyonia (Lyonia ferruginea)
- 5X1 Gallon Saw Palmetto (Serenoa reopens)
- 10X1 Gallon False Rosemary Mint (Conradina canescens)
- 5X1 Gallon Highbush Blueberry (Vaccinium corymbosum)
- 5X3 Gallon Darrow Blueberry (Vaccinium darrowii)
- 4X1 Gallon Dahoon Holly (Ilex cassine)
- 3X1 Gallon Passion Vine (Passiflora eduli)
- 7X2.5 Gallon Spider Lily (Hymenocallis latifolia)
- 10X1 Gallon Frogfruit (Phyla nodiflora)
- 3X1 Gallon Winged Zumac (Rhus copallinum)

5X1 Gallon Inkberry Holly (Ilex glabra)

5X1 Gallon Summer Sweet (Clethra alnifolia)

5X2.5"x3.5" Pot Possum Haw (Ilex decidua)

5 X1 Gallon Scarlet Hibiscus (Hibiscus coccineus)

3X12'-16" Plug Black Willow (Salix nigra) (If natives can be sourced)

Seeds

Native Florida Milkweed (Asclepias humistrata) Bulk Seeds (Donated by Escambia County Master Gardeners)

Standing Cypress (Ipomopsis rubra) Bulk Seeds (To be planted Spring 20210

Swamp Sunflower (Helianthus angustiflolius)-Bulk Seeds (To be planted Spring 20210

SCAPE LANDSCAPE ARCHITECTURE DPC 277 BROADWAY NINTH FLOOR NEW YORK NY 10007 T 212 462 2628 SCAPESTUDIO.COM

MEMO Date: October 26, 2020

From: Lee Altman, Michael Spina, at SCAPE

To: Helen Gibson, David Forte, at Pensacola CRA

Re: Bruce Beach Planting – Recommendations for Audubon Society

Dear Helen, David,

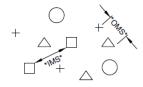
Below are SCAPE's recommendations to the proposed planting at Bruce Beach:

1. As previously noted by HDR, new planting should avoid the area with the pedestrian bridge across the creek would be landing.

- 2. Consider planting more species at smaller size within budget to reduce transplant shock.
- 3. See attached plant list below for suggested plant spacing (apply to both new and existing vegetation).
- 4. Consider additional low-cost ways to increase habitat value; add snags, logs, brush piles, or other woody debris adjacent to planting areas where there is limited ground cover.
- 5. Apply shredded hardwood bark mulch to planting areas.
- 6. Use clean sand only as a soil amendment when needed for backfilling during planting, not topsoil.
- 7. Consider salt tolerance of proposed species (see suggestions below).

| Existing Planting Plan Species Associated with Poor Salt Tolerance | | | | |
|--|-------------------|--|--|--|
| Asclepias humistrata | sandhill milkweed | | | |
| Callicarpa americana | beautyberry | | | |
| Calycanthus florida sweet shrub | | | | |
| Lyonia ferruginea rusty lyonia | | | | |
| Morus rubra | red mulberry | | | |
| Phyla nodiflora | frogfruit | | | |
| Quercus myrtilfolia | myrtle oak | | | |
| Vaccinium darrowii darro blueberry | | | | |

| Optional Salt Toleran | it Substitutes | | | | |
|-----------------------|----------------|--|--|--|--|
| Aronia arbutifolia | red chokeberry | | | | |
| Asclepias tuberosa | butterflyweed | | | | |
| Celtis laevigata | sugarberry | | | | |
| Diospyros virginiana | persimmon | | | | |
| Juniperus virginiana | red cedar | | | | |
| | scaly blazing | | | | |
| Liatris squarrosa | star | | | | |
| Pinus palustris | longleaf pine | | | | |
| Sambucus nigra ssp. | | | | | |
| Canadensis | american elder | | | | |
| | seaside | | | | |
| Solidago sempervirens | goldenrod | | | | |



OMS- AN OVERALL MINIMUM SPACING DISTANCE *OMS* IS ASSIGNED TO THE PLANTING CONFIGURATION
IMS- AN INDIVIDUAL MINIMUM SPACING DISTANCES *IMS* IS ASSIGNED TO EACH INDIVIDUAL SPECIES

PLANT SPACING - RANDOM

NOTE: EACH SYMBOL INDICATES A DIFFERENT SPECIES

NOT TO SCALE

Best,

PLAN VIEW

Lee Altman, AIA Senior Associate SCAPE Landscape Architecture

ATTACHMENT: Plant list with recommended spacing

GROVE 1 - OAKS - RECOMMENDED SPACING

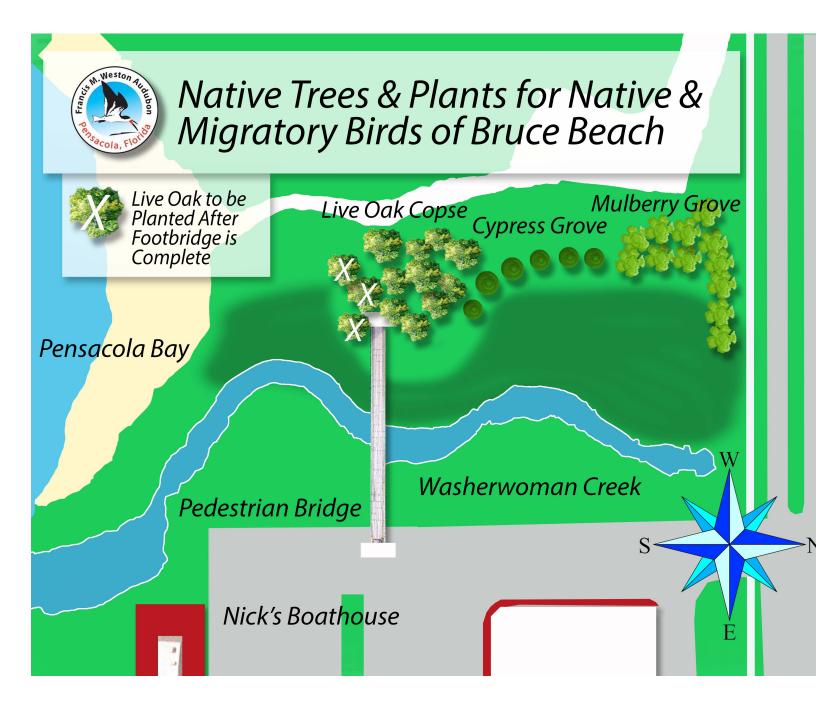
| Scientific Name | Common Name | Size | Туре | QTY | Individual Min. Spacing (ft)(triangular) | Overall Min. Spacing (OMS) |
|------------------------|---------------------|------------|------|-----|---|-------------------------------|
| | | Perennials | | 1 - | (1.0)(0.101.180101.7 | (Ce) |
| Hymenocallis latifolia | spider lily | 2.5' | GAL | 7 | 1.5' | 1.5' |
| | • | Shrubs | | | | |
| Clethra alnifolia | summer sweet | 1' | GAL | 5 | 3-5' | 3' |
| Conradina canescens | false rosemary mint | 1' | GAL | 10 | 1.5' | 3' |
| Ilex decidua | pot possum haw | 3.25" | CONT | 5 | 10-15' | 3' |
| Ilex glabra | inkberry | 1' | GAL | 5 | 3-5' | 3' |
| Ilex vomitoria | yaupon holly | 3' | GAL | 5 | 3-5' | 3' |
| Lyonia ferruginea | rusty lyonia | 1' | GAL | 5 | 3-5' | 3' |
| Morella cerifera | wax myrtle | 3' | GAL | 6 | 5-10' | 3' |
| Passiflora edulis | passion vine | 1' | GAL | 3 | 3-5' | 3' |
| Prunus anguvstifolia | chickasaw plum | 3' | GAL | 3 | 10-15' | 3' |
| Quercus geminata | sand live oak | 7' | GAL | 3 | 15-25' | 3' |
| Quercus myrtifolia | myrtle oak | 3' | GAL | 3 | 5-10' | 3' |
| Rhus copallinum | winged sumac | 1' | GAL | 3 | 5-10' | 3' |
| Serenoa repens | saw palmetto | 1' | GAL | 5 | 3-5' | 3' |
| Vaccinium corymbosum | highbush bluberry | 1' | GAL | 5 | 3-5' | 3' |
| Vaccinium darrowii | darro blueberry | 3' | GAL | 5 | 3-5' | 3' |
| _ | | Trees | | | | |
| Quercus virginiana | live oak | 3' | GAL | 2 | 20-30' | 15' |
| Quercus virginiana | live oak | 7' | GAL | 2 | 20-30' | 15' |
| Salix nigra | black willow | 12-16" | PLUG | 3 | 15-20' | 15' |

GROVE 2 - Mulberry - RECOMMENDED SPACING

| Scientific Name | Common Name | Size | Туре | QTY | Individual Min. Spacing (ft)(triangular) | Overall Min. Spacing (OMS) |
|-----------------------|---------------------|------------|------|-----|---|-------------------------------|
| | • | Perennials | • | | | |
| Asclepias humistrata | sandhill milkweed | LBS P.L.S. | SEED | N/A | N/A | N/A |
| | | Shrubs | | | | |
| Callicarpa americana | beautyberry | 1' | GAL | 10 | 3-5' | 3' |
| Calycanthus florida | sweet shrub | 1' | GAL | 10 | 3-5' | 3' |
| Hydrangea quercifolia | oakleaf hydrangea | 1' | GAL | 15 | 5-10' | 3' |
| Trees | | | | | | |
| Morus rubra | female red mulberry | 3' | GAL | 6 | 15-20' | 15' |
| Morus rubra | male red mulberry | 3' | GAL | 6 | 15-20' | 15' |

GROVE 3 - Bald Cypress - RECOMMENDED SPACING

| | | | | | Individual Min. Spacing | Overall Min. Spacing |
|--------------------------|-------------------|------------|------|-----|-------------------------|----------------------|
| Scientific Name | Common Name | Size | Туре | QTY | (IMS) | (OMS) |
| | | Perennials | | | | |
| Helianthus angustifolius | swamp sunflower | Lbs P.L.S. | SEED | N/A | N/A | N/A |
| Ipomopsis rubra | standing cypress | Lbs P.L.S. | SEED | N/A | N/A | N/A |
| Phyla nodiflora | frogfruit | 1' | GAL | 1 | 1.5' | 1' |
| | | Shrubs | | | | |
| Hibiscus coccineus | scarlet hibiscus | 1' | GAL | 5 | 3-5' | 3' |
| Ilex cassine | dahoon holly | 1' | GAL | 1 | 5-10' | 3' |
| | | Trees | | | | |
| Magnolia virginiana | sweetbay magnolia | 3' | GAL | 3 | 10-15' | 10' |
| Magnolia virginiana | sweetbay magnolia | 1' | GAL | 1 | 10-15' | 10' |
| Taxodium distichum | bald cypress | 7' | GAL | 2 | 20-30' | 10' |
| Taxodium distichum | bald cypress | 3' | GAL | 3 | 20-30' | 10' |



Attachment "A"

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

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

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

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

City of Pensacola



Memorandum

File #: 20-00706 City Council 11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

FY21 EDWARD BYRNE MEMORIAL JUSTICE GRANT (JAG) PROGRAM: LOCAL SOLICITATION

RECOMMENDATION:

That City Council accept the FY21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation, between the City of Pensacola and the U.S. Department of Justice, Office of Justice Programs in the amount of \$21,583. Further, that City Council ratify the Mayor's action taken to accept the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Police Department submitted a grant application to the U.S. Department of Justice, Bureau of Assistance, under the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula (Local Solicitation) to purchase illuminated rifle sights, rifle mounted lights, and quad rails for officers. These accessories accompany and enhance existing equipment to increase safety in specific light situations.

The purchase of equipment \$20,944.00, plus \$629.00 for training totals \$21,583.00, leaving a difference of \$116.00 to be refunded to the federal government. Purchasing additional equipment would take the Pensacola Police Department over the approved award amount of \$21,699.

PRIOR ACTION:

None

FUNDING:

Budget: \$21,583.00

Actual: \$11,571.00 (78 red dot sights)

7,123.00 (76 rifle light kits) 1,761.00 (63 rifle quad rails)

| File #: 20-00706 | City Council | 11/12/2020 |
|------------------|--------------|------------|
| | | |

499.00 (400-pack lithium batteries) 629.00 (3% NIBRS training) \$21.583.00

FINANCIAL IMPACT:

The grant award for FY21 Edward Byrne Memorial Justice Assistance (JAG) Program: Local is \$21,699.00, based upon the 2019 Florida Local JAG Allocations. Projects funded from this grant award do not require a local match. A total of \$20,954 will be used to purchase equipment, and, as required by grant guidelines, \$629 will be set aside for training for a total of \$21,583 and \$116 will be refunded to the federal government.

Adoption of a Supplemental Budget Resolution will appropriate the grant funds.

CITY ATTORNEY REVIEW: Yes

10/27/2020

STAFF CONTACT:

Keith Wilkins, City Administrator Tommi Lyter, Chief of Police

ATTACHMENTS:

- 1) Grant Award 2020-DJ-BX-0551
- 2) Budget Summary
- 3) Application for Federal Assistance SF-424
- 4) CEO Certification 2020
- 5) Supplemental Budget Resolution
- 6) Supplemental Budget Explanation

PRESENTATION: No



Department of Justice (DOJ)

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 19, 2020

Mr. Keith Wilkins City of Pensacola 222 W. Main St. Pensacola, FL 32502-5743

Dear Mr. Wilkins:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Pensacola for an award under the OJP funding opportunity entitled "JAG Local: Eligible Allocation Amounts of Less than \$25,000." The approved award amount is \$21,699. These funds are for the project entitled City of Pensacola FY20 JAG Project.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Pensacola accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Linda L. Hill, Program Manager at (202) 353-9196; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan

Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)

Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 19, 2020

Mr. Keith Wilkins City of Pensacola 222 W. Main St. Pensacola, FL 32502-5743

Dear Mr. Wilkins:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston

Director

cc: Grant Manager Financial Analyst

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| 9 | Office of Jus | of Justice (DO. tice Programs Justice Ass | | Grant | PAGE 1 OF 30 |
|---|---|--|---|--|---------------------|
| I, RECIPIENT NAM | E AND ADDRES | S (Including Zip (| Code) | 4. AWARD NUMBER: 2020-DJ-BX-0551 | |
| City of Pensacola 222 W. Main St. Pensacola, FL 325 | 502-5743 | | | 5. PROJECT PERIOD: FROM 10/01/2019 BUDGET PERIOD: FROM 10/01/2019 | |
| | | | | 6. AWARD DATE 09/19/2020 | 7. ACTION |
| 2a. GRANTEE IRS/V 596000402 | ENDOR NO. | | | 8. SUPPLEMENT NUMBER 00 | Initial |
| 2b GRANTEE DUN 073131559 | S NO. | | | 9, PREVIOUS AWARD AMOUNT | \$ 0 |
| 3. PROJECT TITLE | | | | 10, AMOUNT OF THIS AWARD | \$ 21,699 |
| City of Pensacola | FY20 JAG Projec | t | | 11, TOTAL AWARD | \$ 21,699 |
| subpart 1 of part E 14 . CATALOG OF I | UTHORITY FOR opported under FY2 (codified at 34 U DOMESTIC FEDE Byrne Memorial JunyMENT | 0(BJA - JAG State S.C. 10151 - 1015 ERAL ASSISTAN astice Assistance C | 58), see also 28 U.S.C CE (CFDA Number) Grant Program | The state of the s | ANCE |
| Katharine T. Sulli Principal Deputy | van Assistant Attorney | General | | Keith Wilkins City Administrator | |
| 17. SIGNATURE OF | F APPROVING O | FFICIAL | | 19. SIGNATURE OF AUTHORIZED RECIPIENT | r official 19a date |
| | | | AGENO | Y USE ONLY | |
| 20. ACCOUNTING (FISCAL FUND YEAR CODE X B | CLASSIFICATIO BUD ACT OFC DJ 80 | DIV. | POMS AMOUNT 21699 | 21. VDJUGT3614 | |
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OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



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SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.





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SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

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SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fints.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.





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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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SPECIAL CONDITIONS

- 9. Employment eligibility verification for hiring under the award
 - 1. The recipient (and any subrecipient at any tier) must--
 - A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - B, Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--
 - (1) this award requirement for verification of employment eligibility, and
 - (2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
 - D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
 - 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

- 4. Rules of construction
- A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

- C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
- D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or





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SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

 Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.





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SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]Il procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

- The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.
- 15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

 Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

- 25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.
- 26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.





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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- 1. In accepting this award, the recipient--
- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
- a. it represents that--
- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation, and
- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.





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- 31. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification
 - 1. If the recipient is a "State," a local government, or a "public" institution of higher education:
 - A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."
 - B. Also, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.
 - C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement; information-communication restrictions; ongoing compliance."
 - D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
 - 2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
 - 3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.
 - 4. Rules of Construction
 - A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions, ongoing compliance" condition.
 - B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.





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SPECIAL CONDITIONS

- 32. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification
 - 1. If the recipient is a "State," a local government, or a "public" institution of higher education:
 - A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
 - B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in paragraph 1.A of this condition) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
 - C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."
 - D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
 - 2. Any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
 - 3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" award condition.
 - 4. Rules of Construction
 - A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.
 - B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.





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SPECIAL CONDITIONS

- 33. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance
 - 1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
 - The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
 - 3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.
 - 4. Rules of Construction
 - A. For purposes of this condition:
 - (1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.
 - (2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
 - (3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
 - (4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
 - (5) "DHS" means the U.S. Department of Homeland Security.
 - B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.





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SPECIAL CONDITIONS

- 34. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance
 - 1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
 - 2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
 - 3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.
 - 4. Rules of Construction
 - A. For purposes of this condition:
 - (1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.
 - (2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
 - (3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
 - (4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
 - (5) "DHS" means the U.S. Department of Homeland Security.
 - B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.





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SPECIAL CONDITIONS

35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

- 4. Rules of construction
- A. For purposes of this condition--
- (1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));
- (2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;
- (3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and
- (4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.
- B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.





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SPECIAL CONDITIONS

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

- 4. Rules of construction
- A. For purposes of this condition--
- (1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));
- (2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;
- (3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and
- (4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.
- B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.





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37. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien [felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

- (1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.
- (2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.
- C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

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38. No use of funds to interfere with federal law enforcement; Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

1. 3

- (1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.
- (2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention
- C. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.





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39. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the recipient accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations--including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.--within the funded program or activity, no State or local government entity, -agency, or - official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

- 4. Rules of construction
- A. For purposes of this condition:
- (1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."
- (2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).
- (3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-
- (a) conviction described in 8 USC 1227(a)(2), or
- (b) conduct described in 8 USC 1227(a)(4).
- (4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)
- (5) The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.
- (6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-
- (a) is designed to prevent or to significantly delay or complicate, or
- (b) has the effect of preventing or of significantly delaying or complicating.





AWARD CONTINUATION SHEET Grant

PAGE 23 OF 30

PROJECT NUMBER

2020-DJ-BX-0551

AWARD DATE

09/19/2020

SPECIAL CONDITIONS

- (7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.
- (8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
- (9) "Program or activity" means what it means under 42 USC 2000d-4a.
- B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.





AWARD CONTINUATION SHEET Grant

PAGE 24 OF 30

PROJECT NUMBER

2020-DJ-BX-0551

AWARD DATE

09/19/2020

SPECIAL CONDITIONS

40. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

- 4. Rules of construction
- A. For purposes of this condition:
- (1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."
- (2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).
- (3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-
- (a) conviction described in 8 USC 1227(a)(2), or
- (b) conduct described in 8 USC 1227(a)(4).
- (4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)
- (5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC 10251(a)(7)).
- (6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—
- (a) is designed to prevent or to significantly delay or complicate, or





AWARD CONTINUATION SHEET

Grant

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PROJECT NUMBER

2020-DJ-BX-0551

AWARD DATE

09/19/2020

SPECIAL CONDITIONS

- (b) has the effect of preventing or of significantly delaying or complicating.
- (7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.
- (8) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")
- (9) "Program or activity" means what it means under 42 USC 2000d-4a.
- B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.





AWARD CONTINUATION SHEET Grant

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PROJECT NUMBER

2020-DJ-BX-0551

AWARD DATE

09/19/2020

SPECIAL CONDITIONS

44. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

45. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

46. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.





AWARD CONTINUATION SHEET Grant

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PROJECT NUMBER 2020-DJ-BX-0551

AWARD DATE

09/19/2020

SPECIAL CONDITIONS

47. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

48. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.





AWARD CONTINUATION SHEET

Grant

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PROJECT NUMBER 2020-DJ-BX-0551

AWARD DATE

09/19/2020

SPECIAL CONDITIONS

49. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

50. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty...

51. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor aspx). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: https://nij.gov/ topics/ technology/ body-armor/ pages/ safety-initiative.aspx.

52. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

53. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and annual performance reports through OJP's GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

54. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, deescalation of conflict, and constructive engagement with the public.





AWARD CONTINUATION SHEET

Grant

PAGE 29 OF 30

PROJECT NUMBER 2020-DJ-BX-0551

AWARD DATE

09/19/2020

SPECIAL CONDITIONS

55. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

56. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2019), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "atrisk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

57. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

58. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at https://www.bja.gov/Login.aspx to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at https://www.bja.gov/profile.aspx. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at https://www.bja.gov/SuccessStoryList.aspx.





AWARD CONTINUATION SHEET Grant

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PROJECT NUMBER

2020-DJ-BX-0551

AWARD DATE

09/19/2020

SPECIAL CONDITIONS

59. Initial period of performance; requests for extension

The recipient understands that the initial period of performance for this award is two years. The recipient further understands that any requests for an extension of the period of performance for this award will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

60. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

61. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2020 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2020 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- 1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
- 2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
- 3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
- 4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
- 5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
- 6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

| Killer. | 10-20-20 |
|---|---|
| Signature of Chief Executive of the Applicant Unit of | Date of Certification |
| Local Government | |
| Keith Wilkins Printed Name of Chief Executive | City Administrator Title of Chief Executive |
| Printed Name of Chief Executive | Title of Chief Executive |
| City of Pensacola | |
| Name of Applicant Unit of Local Government | |



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From:

Orbin Terry, NEPA Coordinator

Subject:

Incorporates NEPA Compliance in Further Developmental Stages for City of

Pensacola

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

a. New construction;

- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



Department of Justice (DOJ) Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

| PROJECT NUMBER | | |
|-----------------|-------------|--|
| 2020-DJ-BX-0551 | PAGE 1 OF 1 | |

This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

1 STAFF CONTACT (Name & telephone number) 2. PROJECT DIRECTOR (Name, address & telephone number) Linda L. Hill Cindy West Accreditation Compliance Coordinator (202) 353-9196 P.O. Box 1750 Pensacola, FL 32598-1750 (850) 435-1932 3a TITLE OF THE PROGRAM 3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE) JAG Local Eligible Allocation Amounts of Less than \$25,000 4. TITLE OF PROJECT City of Pensacola FY20 JAG Project 5. NAME & ADDRESS OF GRANTEE 6. NAME & ADRESS OF SUBGRANTEE City of Pensacola 222 W. Main St. Pensacola, FL 32502-5743 7. PROGRAM PERIOD 8. BUDGET PERIOD FROM: 10/01/2019 TO: 09/30/2021 FROM: 10/01/2019 TO: 09/30/2021 9. AMOUNT OF AWARD 10: DATE OF AWARD \$21,699 09/19/2020 11. SECOND YEAR'S BUDGET 12. SECOND YEAR'S BUDGET AMOUNT 13. THIRD YEAR'S BUDGET PERIOD 14 THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs, 5) drug treatment and enforcement programs, 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information

OJP FORM 4000/2 (REV. 4-88)

| sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety. | | |
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Budget Summary – Federal Fiscal Year 2020 Edward Byrne Memorial Assistance PENSACOLA POLICE DEPARTMENT 2020-DJ-BX-0551

| Budget C | ategory | Amount |
|----------|---------------------------------|---------------|
| A. | Personnel | \$0.00 |
| B. | Fringe Benefits | \$0.00 |
| C. | Travel | \$0.00 |
| D. | Equipment | \$20.954.00 |
| | (78 red dot sights | 11,571.00 |
| | 76 rifle light kits | 7,123.00 |
| | 63 rifle quad rails | 1,761. |
| | One 400-pack lithium batteries) | 499. |
| | | \$20,954.00 |
| E. | Supplies | \$0.00 |
| | Construction | \$0.00 |
| G. | Consultants/Contracts | \$0.00 |
| H. | Other | \$0.00 |
| | Total Costs | \$20,954.00 |
| I. | Indirect Costs | \$0.00 |
| J. | 3% NIBRS Set-Aside | \$629.00 |
| | TOTAL PROJECT COSTS | \$21,583.00 |

Budget narrative: The Pensacola Police Department would utilize this grant to purchase illuminated mounted rifle sights, rifle mounted lights and quad rails for officers who do not already have this equipment on their rifles.

Three percent of the grant money (\$629) will be set aside in anticipation of costs associated with becoming NIBRS compliant. The NIBRS money will be put toward training.

OMB Number: 4040-0004 Expiration Date: 10/31/2019

| · | | | | |
|--|--|--|--|--|
| Application for Federal A | ssistance SF-424 | | | |
| *1. Type of Submission: Preapplication Application Changed/Corrected Applic | * 2. Type of Application: * If Revision, select appropriate letter(s): X New | | | |
| 08/19/2020 | 4. Applicant Identifier: | | | |
| 5a, Federal Entity Identifier; | 5a. Federal Entity Identifier; 5b. Federal Award Identifier: | | | |
| State Use Only: | | | | |
| 6. Date Received by State: | 7. State Application Identifier: | | | |
| 8. APPLICANT INFORMATION | | | | |
| *a. Legal Name: City of Pe | ensacola | | | |
| *b. Employer/Taxpayer Identifica | tion Number (EIN/TIN): * c. Organizational DUNS: 0731315590000 | | | |
| d. Address: | 1 | | | |
| * Street1: 222 W. It Street2: * City: Pensaco: County/Parish: * State: Province: | | | | |
| * Country: | USA: UNITED STATES | | | |
| *Zip / Postal Code: 32502-5 | 743 | | | |
| e. Organizational Unit: | | | | |
| Department Name: | Division Name: | | | |
| f. Name and contact information of person to be contacted on matters involving this application: | | | | |
| Prefix: Middle Name: *Last Name: West Suffix: | * First Name: Cindy | | | |
| Title: Accreditation Compliance Coordinator | | | | |
| Organizational Affiliation: | | | | |
| *Telephone Number: 850-435-1932 Fax Number: | | | | |
| *Email: Cewest@cityofpensacola.com | | | | |

| Application for Federal Assistance SF-424 |
|--|
| * 9. Type of Applicant 1: Select Applicant Type: |
| C: City or Township Government |
| Type of Applicant 2: Select Applicant Type |
| |
| Type of Applicant 3: Select Applicant Type: |
| |
| * Other (specify): |
| |
| * 10. Name of Federal Agency: |
| Bureau of Justice Assistance |
| 44 Catalog of Endows Demonstra Assistance Number |
| 11. Catalog of Federal Domestic Assistance Number: |
| CFDA Title: |
| CFDA Title. |
| |
| * 12. Funding Opportunity Number: |
| 16.738 |
| * Title: |
| Edward Byrne Memorial Assistance Grant Program |
| |
| |
| |
| 13. Competition Identification Number: |
| |
| Title: |
| |
| |
| |
| 14. Areas Affected by Project (Cities, Counties, States, etc.): |
| |
| Add Attachment Calcle Attachment View Attachment |
| * 15. Descriptive Title of Applicant's Project: |
| Rifle sights, rifle lights and quad rails for patrol rifles at Pensacola Police Department |
| |
| |
| Attach supporting documents as specified in agency instructions. |
| Add Attachments Delete Attachments View Attachments |
| |

| Application for Federal Assistance SF-424 | | | |
|---|--|--|--|
| 16. Congressional Districts Of: | | | |
| *a. Applicant FL01 *b. Program/Project FL01 | | | |
| Attach an additional list of Program/Project Congressional Districts if needed. | | | |
| Add Attachment Delete Attachment Mew Adtachment | | | |
| 17. Proposed Project: | | | |
| *a, Start Date: 10/01/2019 *b. End Date: 09/30/2021 | | | |
| 18. Estimated Funding (\$): | | | |
| *a Federal 21,583.00 | | | |
| * b. Applicant | | | |
| *c. State | | | |
| * d. Local | | | |
| * e. Other | | | |
| * f. Program Income | | | |
| *g. TOTAL 21,583.00 | | | |
| * 19. Is Application Subject to Review By State Under Executive Order 12372 Process? | | | |
| a. This application was made available to the State under the Executive Order 12372 Process for review on | | | |
| b. Program is subject to E.O. 12372 but has not been selected by the State for review. | | | |
| c. Program is not covered by E.O. 12372. | | | |
| * 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.) | | | |
| Yes X No | | | |
| If "Yes", provide explanation and attach | | | |
| Acid Attachment Delete Attachment view Attachment | | | |
| 21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may | | | |
| subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001) | | | |
| ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific | | | |
| instructions. | | | |
| Authorized Representative: | | | |
| Prefix: *First Name: Keith | | | |
| Middle Name: | | | |
| * Last Name: Wilkins | | | |
| Suffix: | | | |
| *Title: City Administrator | | | |
| * Telephone Number: 850-435-1604 Fax Number: | | | |
| *Email: Kwilkins@cityofpensacola.com | | | |
| * Signature of Authorized Representative: 08/19/2020 Date Signed: 08/19/2020 | | | |

U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2020 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2020 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- 1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
- 2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
- 3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
- 4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
- 5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
- 6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

| Killer. | 10-20-20 |
|--|--------------------------|
| Signature of Chief Executive of the Applicant Unit of Local Government | Date of Certification |
| | City Administrator |
| Keith Wilkins Printed Name of Chief Executive | Title of Chief Executive |
| City of Pensacola | |
| Name of Applicant Unit of Local Government | |

RESOLUTION NO. 2020-57

A RESOLUTION TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

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

City Clerk

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

| | AL OF EGIAL CHARTOTOTO | |
|---|------------------------|-------------------------------------|
| As Reads To: | Federal Grants | 435,267 |
| Reads | Federal Grants | 456,850 |
| As Reads | Operating Expenses | 24,800 |
| To: Reads | Operating Expenses | 46,383 |
| | | |
| 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: | | |
| | | |

THE CITY OF PENSACOLA

NOVEMBER 2020 - SUPPLEMENTAL BUDGET RESOLUTION - FY 20 EDWARD BYRNE MEMORIAL JAG PROGRAM - RES NO. 2020-57

| FUND | AMOUNT | DESCRIPTION |
|--|------------------|---|
| SPECIAL GRANTS FUND Estimated Revenues Federal Grants | 21,583 | Increase estimated revenue for Federal Grants |
| Total Revenues | 21,583 | |
| Appropriations Operating Expenses Total Appropriations | 21,583 21,583 | Increase appropriation for Operating Expenses |

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City of Pensacola

Memorandum

File #: 2020-57 City Council 11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-57 - FY21 EDWARD BYRNE MEMORIAL JUSTICE GRANT (JAG) PROGRAM: LOCAL SOLICITATION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2020-57.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Pensacola Police Department submitted a grant application to the U.S. Department of Justice, Bureau of Assistance, under the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula (Local Solicitation) to purchase illuminated rifle sights, rifle mounted lights, and quad rails for officers. These accessories accompany and enhance existing equipment to increase safety in specific light situations.

The purchase of equipment \$20,944.00, plus \$629.00 for training totals \$21,583.00, leaving a difference of \$116.00 to be refunded to the federal government. Purchasing additional equipment would take the Pensacola Police Department over the approved award amount of \$21,699.

PRIOR ACTION:

None

FUNDING:

Budget: \$21,583.00

Actual: \$11,571.00 (78 red dot sights)

7,123.00 (76 rifle light kits)

1,761.00 (63 rifle quad rails) 499.00 (400-pack lithium batteries) 629.00 (3% NIBRS training) \$21,583.00

FINANCIAL IMPACT:

The grant award for FY21 Edward Byrne Memorial Justice Assistance (JAG) Program: Local is \$21,699.00, based upon the 2019 Florida Local JAG Allocations. Projects funded from this grant award do not require a local match. A total of \$20,954 will be used to purchase equipment, and, as required by grant guidelines, \$629 will be set aside for training for a total of \$21,583 and \$116 will be refunded to the federal government.

Adoption of the Supplemental Budget Resolution will appropriate the grant funds.

CITY ATTORNEY REVIEW: Yes

10/28/2020

STAFF CONTACT:

Keith Wilkins, City Administrator Tommi Lyter, Chief of Police

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2020-57
- 2) Supplemental Budget Explanation No. 2020-57

PRESENTATION: No

RESOLUTION NO. 2020-57

A RESOLUTION TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

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

City Clerk

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 | Federal Grants | 435,267 |
| To: Reads | Federal Grants | 456,850 |
| As Reads | Operating Expenses | 24,800 |
| To: Reads | Operating Expenses | 46,383 |
| conflict. SECTION 3. 1 | Ill resolutions or parts of resolutions in conflict herewith are here. This resolution shall become effective on the fifth business day tion 4.03(d) of the City Charter of the City of Pensacola. | |
| | Adopte | ed: |
| Attest: | Appro | ved: President of City Council |

THE CITY OF PENSACOLA

NOVEMBER 2020 - SUPPLEMENTAL BUDGET RESOLUTION - FY 20 EDWARD BYRNE MEMORIAL JAG PROGRAM - RES NO. 2020-57

| FUND | AMOUNT | DESCRIPTION |
|--|------------------|---|
| SPECIAL GRANTS FUND Estimated Revenues Federal Grants | 21,583 | Increase estimated revenue for Federal Grants |
| Total Revenues | 21,583 | |
| Appropriations Operating Expenses Total Appropriations | 21,583 21,583 | Increase appropriation for Operating Expenses |

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City of Pensacola

Memorandum

File #: 2020-53 City Council 11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-53 - FINAL AMENDMENT TO THE FISCAL YEAR 2020 BUDGET

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2020-53.

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:

In order to maintain a balanced budget, supplemental budget resolutions need to be approved by City Council during the course of a fiscal year. In September 2020, City Council adopted Supplemental Budget Resolution No. 2019-39 amending the Fiscal Year 2020 Budget. However, at that time, the final revenues and expenditures were unknown. According to Florida Statute 166.241, the governing body of a municipality may, within up to 60 days following the end of the fiscal year, amend a budget for that year. The attached resolution includes final budget adjustments for Fiscal Year 2020 that require Council action.

General Fund related budget adjustments include increases and decreases in estimated revenue from various sources, which results in a net increase in estimated revenue of \$147,079, despite the downturn anticipated from the COVID-19 pandemic.

The decrease in Other Grants and Aids within the Saenger Theatre is due to the lower than estimated revenues from the Saenger Facility Fee due to the COVID-19 pandemic. The transfer to the Stormwater Capital Projects Fund was decreased as a result of decreased revenues within the Stormwater Utility Fund. The transfers to the three Tax Increment Financing Districts have been adjusted based on the final valuation received from the Escambia County Property Appraiser.

Revenues within the Tree Planting Trust Fund, Park Purchases Fund, and the Housing Initiatives Fund have been adjusted in accordance with actual revenues received and will be offset with Fund

Balance. These "Funds" are all included in the General Fund. However, they are budgeted and reflected as separate funds from a budget standpoint to provide transparency for each of these accounts.

The transfer from the Local Option Gasoline Tax Fund to the LOGT Debt Service Fund has been decreased and is offset by a combination of increased Interest Income, a reduction in the amount transferred to the LOGT Debt Service Fund, and an increase in appropriated Fund Balance.

Adjustments have been made to various revenue accounts within the three CRA Funds based on the actual amounts received.

Within the Stormwater Utility Fee Fund revenues have been adjusted based on actual revenues received and are offset with a reduction in Operating Expenses. The main reduction is the State Right of Way Maintenance. The City of Pensacola maintains various State Roads as part of an agreement with the State of Florida. One of the areas of maintenance is the General Daniel "Chappie" James Bridge (Three Mile Bridge). With the ongoing construction of the bridge, coupled with the damage caused by Hurricane Sally, the Bridge is no longer being maintained by the City, thus a reduction in revenue from the State.

Revenues within the Hospital Special Assessment Fund have been reduced based on actual revenues received and are offset with a reduction in Grants and Aids.

Net revenue of \$1,753,451 has been reduced within the Section 8 Housing Assistance Fund based on a reduction in Federal Funding and are offset with a decrease in Operating Expenses.

Net revenue of \$8,413 has been appropriated within the Law Enforcement Trust Fund based on receipts and will be placed into Fund Balance.

Revenue in the Natural Disaster Fund has been appropriated to address the Federal and State Funding resulting from the COVID-19 pandemic and Hurricane Sally. The additional amount appropriated in Operating Expenses will provide funding for the estimated expenses from these two events.

Revenues within the Golf Fund were greater than anticipated. The Golf Course was not required to shut down during the COVID-19 pandemic, thus increased play resulted as the ability to be socially distant was made possible at the Golf Course. The additional revenue will be placed into Fund Balance.

The revenues within the Inspection Services Fund have been more than anticipated and will be placed into Fund Balance.

The COVID-19 pandemic's impact had a drastic effect on the Recreation Fund, the Roger Scott Tennis Center Fund, and the Community Maritime Services Fund. Revenues in these three funds have decreased due to the cancellation of many activities and events. Additionally, to help businesses cope with the economic impacts of COVID-19, the City offered a commercial rent/lease deferral program to qualified lessees through June 30, 2020. Under the program, businesses were allowed to apply for deferrals on rent payments due in April, May, and June. Deferred payments are required to be paid in equal installments over a 12 month period or over the months remaining on the existing lease, whichever is the lesser period, commencing July 1, 2020, along with the rent/lease

payment, which is also due on those dates. The Gulf Coast Tennis Group applied for and received approval for the deferral. Due to accounting guidelines, only 60 days of revenue can be accrued. Therefore the remaining \$18,229 will be received during Fiscal Year 2021. At the end of Fiscal Year 2020 the City received a notice from the Emerald Coast Utilities Authority (ECUA) regarding the Community Maritime Park that, based on the average metered water consumption, the City would be assessed impact fees totaling \$140,104.51 for the 12 month period from April 10, 2019 through April 8 2020. Staff noticed an increase in the monthly bills beginning in May 2019 and began the task of identifying any leaks, however none was found. Upon discussing with staff at ECUA it was discovered that at the time the monthly bills increased was when a new meter was installed. Therefore, there is a possibility that the meter may have different settings than the prior one, meaning the City may not have to pay this fee. However, since it is unknown at this time what the outcome of the investigation will be, \$145,000 has been held in abeyance until a resolution is made. The reduction in revenues has been offset through a combination of decreased expenses and increases in appropriated Fund Balance.

Revenues from Interest Income were more than anticipated in the CRA Debt Service Fund. In total additional revenue in the amount of \$86,680 will be placed into Debt Service Reserves (Fund Balance). Additionally, Principal Reserve will be reduced by \$534,900 and will also be placed into Fund Balance.

Interest Income was less than anticipated in the LOGT Debt Service Fund. Additionally, due to the decline in LOGT revenue, a reduction of \$17,972 has been made from the Transfer in from the Local Option Gasoline Tax Fund. The decrease will be offset with a reduction in Interest Expense as well as drawing from Debt Service Reserves (Fund Balance).

Local Option Sales Tax is projected to generate revenue less than the current estimated revenue by \$698,991 due to the COVID-19 pandemic. This will be offset with an increase in Interest Income, Miscellaneous Revenue, and appropriated Fund Balance. The Local Option Sales Tax Plan is an eleven-year plan that will end on December 31, 2028. It is anticipated that once the COVID-19 pandemic has subsided, Sales Tax revenues should pick back up and, over the life of the LOST IV Series, should be at the estimated revenue amount.

Interest Income in the CRA Series 2017 and 2019 Project Funds has been recognized and has been offset with an increase in Capital Outlay.

Interest Income in the LOST Series 2017 Project Fund was greater than anticipated and has been offset with an increase in Reserves for Contingency.

Net estimated revenues within the Stormwater Capital Projects fund were increased for Interest Income and offset with a decrease in the Transfer In From the General Fund. Appropriations have been increased in Stormwater Vaults City-Wide to offset the increased revenue.

Within the Gas Utility Fund revenues have been adjusted based on actual amounts received and will be offset with a decrease in various line item accounts.

Revenues in both the Sanitation Fund and the Port Fund have been adjusted based on actual amounts received and will be placed into Fund Balance.

Revenues within the Airport Fund were less than anticipated due to the COVID-19 pandemic and have been adjusted based on actual revenues received. The net decrease will be offset with a decrease in various line item accounts.

In December 2019, the City of Pensacola experienced a ransomware attack that penetrated the City's network and illegally obtained some data located on the City's network. The City hired the firm Deloitte & Touche LLP as a cyber-consultant to analyze the breach and help determine if any personal data was obtained. In an effort to protect the City's active customers, vendors, and employees/retirees, the City contracted with LifeLock, a Symantec company, to make available at no cost to them for one year of its LifeLock Defender Choice. The costs associated with the consultant, the LifeLock memberships, and costs associated with advertising the incident resulted in the need to appropriate an additional \$308,000 in the Insurance Retention Fund.

Prior to the City changing from the Council/City Manager form of government to Council/Mayor form of government, the Civil Service employees had an Employees Executive Committee comprised of non-collective bargaining employees from the various departments who would be the voice to the City Manager in various matters. As part of that membership, the employees could contribute a one-time payment or a bi-weekly payment to the Employee's Executive Committee to be used for legal representation when various personnel-related issues arose. However, the Employee's Executive Committee disbanded after the change in the form of government, and the funds in that bank account have remained unspent. The remaining member of the Employee's Executive Committee agreed to donate the funds to the City of Pensacola to be used for employee morale recognition activities. Within the Insurance Retention Fund, \$60,107 has been recognized as revenue from that donation and is offset with an increase in operating expenses.

Within the Central Garage, a shift of balances remaining in Capital Outlay from the completed capital projects has been made to cover additional operating costs associated with the Central Garage.

Estimated revenues within the Special Assessments Fund have been decreased based on Fiscal Year 2020 actual revenues and are offset with a reduction in appropriations.

PRIOR ACTION:

September 18, 2019 - City Council formally adopted a beginning FY 2020 Budget on Budget Resolution No. 2019-50.

November 14, 2019 - City Council approved Supplemental Budget Resolution No. 2019-61, covering purchase orders payable.

December 12, 2019 - City Council approved Supplemental Budget Resolution No. 2019-70, covering unencumbered carryovers.

September 10, 2020 - City Council approved Supplemental Budget Resolution No. 2020-39, amending the FY 2020 Budget.

FUNDING:

File #: 2020-53 City Council 11/12/2020

N/A

FINANCIAL IMPACT:

All appropriations of City funds in the supplemental budget resolution are covered by fund balances, shifts in expenses, or changes in revenues. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2020.

CITY ATTORNEY REVIEW: Yes

10/30/2020

STAFF CONTACT:

Keith Wilkins, City Administrator Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2020-53
- 2) Supplemental Budget Explanation No. 2020-53

PRESENTATION: No

RESOLUTION NO. 2020-53

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. GENERAL FUND

| To: | Swimming Pool Fees | 68 |
|----------------------|----------------------------------|-----------|
| As Reads: Amended | Beverage License Rebate | 110,000 |
| To Read: | Beverage License Rebate | 120,551 |
| As Reads: Amended | Boat Launch Fees | 20,000 |
| To Read: | Boat Launch Fees | 4,613 |
| As Reads: Amended | Communication Services Tax | 3,072,300 |
| To Read: | Communication Services Tax | 3,185,926 |
| As Reads: Amended | Court Fines | 12,500 |
| To Read: | Court Fines | 12,977 |
| As Reads: Amended | Delinquent Ad Valorem Taxes | 11,537 |
| To Read: | Delinquent Ad Valorem Taxes | 56,368 |
| As Reads: Amended | ECDSB/SRO | 192,430 |
| To Read: | ECDSB/SRO | 244,562 |
| As Reads: Amended | Federal Payment In Lieu of Taxes | 17,000 |
| To Read: | Federal Payment In Lieu of Taxes | 9,198 |

| As Reads: Amended | Fire Permits | 21,000 |
|----------------------|---------------------------------------|-----------|
| To Read: | Fire Permits | 21,300 |
| As Reads: Amended | Firefighter Supplemental Compensation | 44,000 |
| To Read: | Firefighter Supplemental Compensation | 45,298 |
| As Reads: Amended | Franchise Fees - ECUA | 1,925,700 |
| To Read: | Franchise Fees - ECUA | 1,871,688 |
| As Reads: Amended | Franchise Fees - Electricity | 5,781,500 |
| To Read: | Franchise Fees - Electricity | 5,743,223 |
| As Reads: Amended | Franchise Fees - Natural Gas | 950,000 |
| To Read: | Franchise Fees - Natural Gas | 902,542 |
| As Reads: Amended | Gas Rebate on Municipal Vehicles | 12,000 |
| To Read: | Gas Rebate on Municipal Vehicles | 26,690 |
| As Reads: Amended | Half-Cent Sales Tax | 5,264,000 |
| To Read: | Half-Cent Sales Tax | 4,917,735 |
| As Reads: Amended | Interest Income | 320,000 |
| To Read: | Interest Income | 406,520 |
| As Reads: Amended | Local Business Tax | 927,215 |
| To Read: | Local Business Tax | 939,504 |
| As Reads: Amended | Local Business Tax - Penalty | 14,000 |
| To Read: | Local Business Tax - Penalty | 19,548 |
| As Reads: Amended | Miscellaneous Charges for Services | 45,000 |
| To Read: | Miscellaneous Charges for Services | 26,157 |
| As Reads: Amended | Miscellaneous Fines | 6,000 |
| To Read: | Miscellaneous Fines | 3,436 |
| As Reads: Amended | Miscellaneous Revenue | 400,000 |
| To Read: | Miscellaneous Revenue | 582,916 |

| As Reads: Amended | Mobile Home License Rebate | 11,000 |
|----------------------|--|-----------|
| To Read: | Mobile Home License Rebate | 11,802 |
| As Reads: Amended | Public Services Tax - ECUA | 1,217,700 |
| To Read: | Public Services Tax - ECUA | 1,288,891 |
| As Reads: Amended | Public Services Tax - Electricity | 6,296,500 |
| To Read: | Public Services Tax - Electricity | 6,478,923 |
| As Reads: Amended | Public Services Tax - Miscellaneous | 30,000 |
| To Read: | Public Services Tax - Miscellaneous | 31,711 |
| As Reads: Amended | Public Services Tax - Natural Gas | 807,500 |
| To Read: | Public Services Tax - Natural Gas | 780,785 |
| As Reads: Amended | Saenger Theatre - Facility Fee | 75,000 |
| To Read: | Saenger Theatre - Facility Fee | 61,402 |
| As Reads: Amended | Sale of Assets | 68,911 |
| To Read: | Sale of Assets | 89,569 |
| As Reads: Amended | Special Permits | 50,000 |
| To Read: | Special Permits | 63,368 |
| As Reads: Amended | State Revenue Sharing - Motor Fuel Tax | 535,900 |
| To Read: | State Revenue Sharing - Motor Fuel Tax | 532,970 |
| As Reads: Amended | State Revenue Sharing - Sales Tax | 1,799,900 |
| To Read: | State Revenue Sharing - Sales Tax | 1,821,496 |
| As Reads: Amended | State Reimbursable Agreements | 342,512 |
| To Read: | State Reimbursable Agreements | 211,306 |
| As Reads: Amended | State Traffic Signals | 346,600 |
| To Read: | State Traffic Signals | 359,051 |

| As Reads: Amended | Taxi Permits | 6,000 |
|----------------------|---|-----------|
| To Read: | Taxi Permits | 3,401 |
| As Reads: Amended | Traffic Fines | 85,000 |
| To Read: | Traffic Fines | 84,989 |
| As Reads: Amended | Zoning Review & Inspection Permits | 39,525 |
| To Read: | Zoning Review & Inspection Permits | 44,825 |
| 1) Non-Departmental | | |
| As Reads: Amended | Other Grants and Aids - Saenger Theatre Capital | 396,114 |
| To Read: | Other Grants and Aids - Saenger Theatre Capital | 382,516 |
| As Reads: Amended | Transfers - CRA TIF | 2,540,500 |
| To Read: | Transfers - CRA TIF | 2,539,504 |
| As Reads: Amended | Transfers - Eastside TIF | 79,500 |
| To Read: | Transfers - Eastside TIF | 81,809 |
| As Reads: | Transfers - Westside TIF | 250,400 |
| Amended To Read: | Transfers - Westside TIF | 250,353 |
| 2) Transfers Out | | |
| As Reads: Amended | Transfer to Stormwater Capital Projects Fund | 2,735,000 |
| To Read: | Transfer to Stormwater Capital Projects Fund | 2,732,167 |
| | B. TREE PLANTING TRUST FUND | |
| То: | Interest Income | 7,056 |
| | C. PARK PURCHASES FUND | |
| To: | Interest Income | 1,555 |
| | D. HOUSING INITIATIVES FUND | |
| To: | Interest Income | 7,136 |
| As Reads: Amended | Sale of Assets | 3,269 |
| To Read: | Sale of Assets | 0 |

E. LOCAL OPTION GASOLINE TAX FUND

| | Fund Balance | 38,394 |
|---|--|-----------|
| As Reads: Amended | Interest Income | 15,000 |
| To Read: | Interest Income | 27,364 |
| As Reads: Amended | Local Option Gasoline Tax | 1,370,000 |
| To Read: | Local Option Gasoline Tax | 1,301,270 |
| As Reads: Amended | Transfer Out to LOGT Debt Service Fund | 1,522,000 |
| To Read: | Transfer Out to LOGT Debt Service Fund | 1,504,028 |
| | F. COMMUNITY REDEVELOPMENT AGENCY FUND | |
| As Reads: Amended | Berth Harbor Revenue | 1,000 |
| To Read: | Berth Harbor Revenue | 656 |
| As Reads: Amended | Interest Income | 50,000 |
| To Read: | Interest Income | 134,426 |
| As Reads: Amended | Plaza DeLuna Concession | 9,000 |
| To Read: | Plaza DeLuna Concession | 5,664 |
| As Reads: Amended | PSA Reserved Parking | 6,000 |
| To Read: | PSA Reserved Parking | 5,940 |
| As Reads: Amended | Transfer In From Urban Core Redevelopment Trust Fund | 3,714,900 |
| To Read: | Transfer In From Urban Core Redevelopment Trust Fund | 3,627,908 |
| As Reads: Amended | Operating Expenses | 5,561,631 |
| To Read: | Operating Expenses | 5,555,325 |
| G. URBAN CORE REDEVELOPMENT TRUST FUNDG | | |
| As Reads: Amended | Current Ad Valorem Tax - County | 3,918,600 |
| To Read: | Current Ad Valorem Tax - County | 3,917,153 |
| As Reads: Amended | Current Ad Valorem Tax - DIB | 380,600 |
| To Read: | Current Ad Valorem Tax - DIB | 380,551 |

| As Reads: Amended | Transfer In - City | 2,540,500 |
|--------------------------------------|-------------------------------------|------------|
| To Read: | Transfer In - City | 2,539,504 |
| As Reads: Amended | Transfer to CRA Debt Service Fund | 3,124,800 |
| To Read: | Transfer to CRA Debt Service Fund | 3,209,300 |
| As Reads: Amended | Transfer to CRA Fund | 3,714,900 |
| To Read: | Transfer to CRA Fund | 3,627,908 |
| | H. STORMWATER UTILITY FUND | |
| To: | Miscellaneous Revenue | 2,852 |
| As Reads: Amended | Delinquent Stormwater Utility Fees | 5,000 |
| To Read: | Delinquent Stormwater Utility Fees | 5,457 |
| As Reads: Amended | Interest Income | 5,000 |
| To Read: | Interest Income | 12,571 |
| As Reads: Amended | State Right of Way Maintenance | 99,600 |
| To Read: | State Right of Way Maintenance | 89,428 |
| As Reads: Amended | Stormwater Utility Fee | 2,730,000 |
| To Read: | Stormwater Utility Fee | 2,726,710 |
| As Reads: Amended | Operating Expenses | 1,038,960 |
| To Read: | Operating Expenses | 1,036,378 |
| | I. HOSPITAL SPECIAL ASSESSMENT FUND | |
| As Reads: Amended | Special Assessments | 10,563,228 |
| To Read: | Special Assessments | 9,423,927 |
| As Reads: Amended | Grants & Aids | 10,563,228 |
| To Read: | Grants & Aids | 9,423,927 |
| J. SECTION 8 HOUSING ASSISTANCE FUND | | |
| As Reads: Amended | Federal Grants | 19,991,261 |
| To Read: | Federal Grants | 18,496,039 |

| As Reads: | Interest Income | 60,400 |
|----------------------|--------------------------------------|------------|
| Amended | interest income | 00,400 |
| To Read: | Interest Income | 52,771 |
| As Reads: Amended | Miscellaneous Revenue | 251,400 |
| To Read: | Miscellaneous Revenue | 800 |
| As Reads: Amended | Operating Expenses | 18,518,200 |
| To Read: | Operating Expenses | 16,764,749 |
| | K. LAW ENFORCEMENT TRUST FUND | |
| As Reads: Amended | Charges for Services - Court Related | 101,547 |
| To Read: | Charges for Services - Court Related | 107,039 |
| As Reads: | Interest Income | 1,028 |
| Amended To Read: | Interest Income | 3,949 |
| | L. NATURAL DISASTER FUND | |
| То: | State Grants | 11,250,000 |
| As Reads: Amended | Federal Grants | 1,844,556 |
| To Read: | Federal Grants | 35,794,556 |
| As Reads: Amended | Operating Expenses | 1,344,556 |
| To Read: | Operating Expenses | 46,544,556 |
| | M. GOLF COURSE FUND | |
| To: | Interest Income | 2,250 |
| As Reads: Amended | Capital Improvement Surcharge | 40,000 |
| To Read: | Capital Improvement Surcharge | 38,907 |
| As Reads: Amended | Driving Range | 30,500 |
| To Read: | Driving Range | 33,358 |
| As Reads: Amended | Electric Cart Rental | 86,800 |
| To Read: | Electric Cart Rental | 104,129 |
| As Reads: Amended | Green Fees | 282,500 |

| To Read: | Green Fees | 307,373 |
|----------------------|--|---------|
| As Reads: Amended | Pro Shop | 12,200 |
| To Read: | Pro Shop | 14,787 |
| As Reads: Amended | Pull Cart Rental | 200 |
| To Read: | Pull Cart Rental | 181 |
| As Reads: Amended | Tournaments | 54,900 |
| To Read: | Tournaments | 34,841 |
| | N. EASTSIDE TIF FUND | |
| As Reads: Amended | Current Ad Valorem Tax - County | 122,600 |
| To Read: | Current Ad Valorem Tax - County | 126,188 |
| As Reads: Amended | Interest Income | 5,000 |
| To Read: | Interest Income | 12,045 |
| As Reads: Amended | Transfer In - City | 79,500 |
| To Read: | Transfer In - City | 81,809 |
| As Reads: Amended | Operating Expenses | 378,819 |
| To Read: | Operating Expenses | 394,158 |
| As Reads: Amended | Transfer to CRA Debt Service Fund | 89,900 |
| To Read: | Transfer to CRA Debt Service Fund | 87,503 |
| | O. INSPECTION SERVICES FUND | |
| To: | DCA/DBPR Surcharge Fee Retainage - 10% | 3,272 |
| To: | Interest Income | 625 |
| To: | Lien Search Fees | 11,500 |
| To: | Miscellaneous Revenues | 28,825 |
| To: | Sale of Assets | 2,200 |
| To: | Tree Removal and Pruning Permits | 975 |
| As Reads: Amended | Building Permits | 733,400 |
| To Read: | Building Permits | 882,502 |

| As Reads: Amended | Electrical Permits | 226,600 |
|----------------------|-----------------------------------|---------|
| To Read: | Electrical Permits | 194,041 |
| As Reads: Amended | Gas Permits | 43,100 |
| To Read: | Gas Permits | 45,175 |
| As Reads: Amended | Mechanical Permits | 89,400 |
| To Read: | Mechanical Permits | 84,732 |
| As Reads: Amended | Miscellaneous Permits | 8,100 |
| To Read: | Miscellaneous Permits | 3,148 |
| As Reads: Amended | Permit Application Fee | 275,600 |
| To Read: | Permit Application Fee | 297,754 |
| As Reads: Amended | Plumbing Permits | 129,400 |
| To Read: | Plumbing Permits | 108,850 |
| As Reads: Amended | Zoning Review & Inspection Fees | 98,300 |
| To Read: | Zoning Review & Inspection Fees | 40,750 |
| | P. WESTSIDE TIF FUND | |
| To: | Interest Income | 10,948 |
| As Reads: Amended | Current Ad Valorem Tax - County | 386,200 |
| To Read: | Current Ad Valorem Tax - County | 386,166 |
| As Reads: Amended | Transfer In - City | 250,400 |
| To Read: | Transfer In - City | 250,353 |
| As Reads: Amended | Operating Expenses | 306,609 |
| To Read: | Operating Expenses | 322,924 |
| As Reads: Amended | Transfer to CRA Debt Service Fund | 279,500 |
| To Read: | Transfer to CRA Debt Service Fund | 274,052 |

Q. RECREATION FUND

| | Fund Balance | 102,558 |
|----------------------|--|-----------|
| To: | Interest Income | 7,127 |
| To: | Miscellaneous Revenue | 30 |
| As Reads: Amended | User Fees | 1,149,200 |
| To Read: | User Fees | 427,260 |
| As Reads: Amended | Personnel Services | 747,600 |
| To Read: | Personnel Services | 424,508 |
| As Reads: Amended | Operating Expenses | 514,509 |
| To Read: | Operating Expenses | 225,376 |
| | R. ROGER SCOTT TENNIS CENTER FUND | |
| To: | Interest Income | 2,295 |
| As Reads: Amended | Pro Shop | 370,000 |
| To Read: | Pro Shop | 370,182 |
| As Reads: Amended | Tennis Agreement Contract | 128,700 |
| To Read: | Tennis Agreement Contract | 110,471 |
| As Reads: Amended | Operating Expenses | 139,200 |
| To Read: | Operating Expenses | 123,448 |
| S. | COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND | |
| | Fund Balance | 165,494 |
| To: | Donations/Sponsorships | 3,500 |
| To: | Interest Income | 16,585 |
| To: | Miscellaneous Revenue | 162 |
| As Reads: Amended | City Hall Parking | 28,000 |
| To Read: | City Hall Parking | 0 |
| As Reads: Amended | CMP Parking | 96,900 |
| To Read: | CMP Parking | 0 |

| As Reads: Amended | CMP Rentals | 18,500 |
|----------------------|--------------------------------------|-----------|
| To Read: | CMP Rentals | 6,700 |
| As Reads: Amended | Common Area Maintenance | 14,600 |
| To Read: | Common Area Maintenance | 15,067 |
| As Reads: Amended | Community Event Concessions | 30,000 |
| To Read: | Community Event Concessions | 16,500 |
| As Reads: Amended | Maritime Park Leases | 150,000 |
| To Read: | Maritime Park Leases | 153,484 |
| As Reads: Amended | Ticketed Events | 1,000 |
| To Read: | Ticketed Events | 0 |
| As Reads: Amended | User Fees - UWF | 25,000 |
| To Read: | User Fees - UWF | 16,667 |
| As Reads: Amended | Variable Attendence Surcharge | 318,000 |
| To Read: | Variable Attendence Surcharge | 125,000 |
| As Reads: Amended | Variable Ticket Surcharge | 144,000 |
| To Read: | Variable Ticket Surcharge | 0 |
| As Reads: Amended | Vending/Kiosk Sales | 1,800 |
| To Read: | Vending/Kiosk Sales | 0 |
| As Reads: Amended | Operating Expenses | 1,011,322 |
| To Read: | Operating Expenses | 702,681 |
| | T. CRA DEBT SERVICE FUND | |
| To: | Interest Income | 10,025 |
| As Reads: Amended | Transfer In From Eastside TIF Fund | 89,900 |
| To Read: | Transfer In From Eastside TIF Fund | 87,503 |
| As Reads: Amended | Transfer In From Urban Core TIF Fund | 3,124,800 |
| To Read: | Transfer In From Urban Core TIF Fund | 3,209,300 |

| As Reads: Amended | Transfer In From Westside TIF Fund | 279,500 |
|----------------------|---|-----------|
| To Read: | Transfer In From Westside TIF Fund | 274,052 |
| As Reads: Amended | Interest Expense | 1,844,100 |
| To Read: | Interest Expense | 1,844,059 |
| As Reads: Amended | Principal | 2,039,900 |
| To Read: | Principal | 1,505,000 |
| | U. LOGT DEBT SERVICE FUND | |
| | Fund Balance | 23,133 |
| As Reads: Amended | Interest Income | 15,000 |
| To Read: | Interest Income | 9,821 |
| As Reads: Amended | Transfer In From Local Option Gasoline Tax Fund | 1,522,000 |
| To Read: | Transfer In From Local Option Gasoline Tax Fund | 1,504,028 |
| As Reads: Amended | Interest Expense | 197,000 |
| To Read: | Interest Expense | 196,982 |
| | V. LOCAL OPTION SALES TAX FUND | |
| | Fund Balance | 612,376 |
| To: | Interest Income | 67,600 |
| To: | Miscellaneous Revenue | 18,899 |
| As Reads: Amended | Local Option Sales Tax | 9,397,800 |
| To Read: | Local Option Sales Tax | 8,698,809 |
| As Reads: Amended | Interest Expense | 569,803 |
| To Read: | Interest Expense | 569,757 |
| As Reads: Amended | Principal | 3,728,800 |
| To Read: | Principal | 3,728,730 |

W. CRA SERIES 2017 PROJECT FUND

| To: | Interest Income | 168,303 |
|----------------------|-------------------------------------|------------|
| As Reads: | Capital Outlay | 11,166,571 |
| Amended | | |
| To Read: | Capital Outlay | 11,334,874 |
| | X. CRA SERIES 2019 PROJECT FUND | |
| To: | Interest Income | 281,749 |
| As Reads: Amended | Capital Outlay | 16,100,000 |
| To Read: | Capital Outlay | 16,381,749 |
| | Y. LOST SERIES 2017 PROJECT FUND | |
| To: | Interest Income | 60,813 |
| To: | Non-Operating | 60,813 |
| | Z. STORMWATER CAPITAL PROJECTS FUND | |
| As Reads: Amended | Interest Income | 41,000 |
| To Read: | Interest Income | 82,334 |
| As Reads: Amended | Transfer from General Fund | 2,735,000 |
| To Read: | Transfer from General Fund | 2,732,167 |
| As Reads: Amended | Capital Outlay | 6,075,615 |
| To Read: | Capital Outlay | 6,114,116 |
| | AA. GAS UTILITY FUND | |
| То: | Cookbook Sales Revenue | 5,210 |
| To: | Sale of Assets | 58,836 |
| As Reads: Amended | CNG Revenue | 908,200 |
| To Read: | CNG Revenue | 884,013 |
| As Reads: Amended | Commercial User Fees | 13,524,000 |
| To Read: | Commercial User Fees | 11,942,164 |
| As Reads: Amended | Infrastructure Cost Recovery | 3,500,000 |
| To Read: | Infrastructure Cost Recovery | 3,118,130 |

| As Reads: Amended | Interest Income | 200,000 |
|----------------------|-----------------------------------|------------|
| To Read: | Interest Income | 374,848 |
| As Reads: Amended | Interruptible User Fees | 3,073,000 |
| To Read: | Interruptible User Fees | 5,165,367 |
| As Reads: Amended | Miscellaneous Gas Charges | 553,900 |
| To Read: | Miscellaneous Gas Charges | 463,822 |
| As Reads: Amended | Municipal User Fees | 314,400 |
| To Read: | Municipal User Fees | 306,149 |
| As Reads: Amended | New Accounts/Turn-On Fees | 710,300 |
| To Read: | New Accounts/Turn-On Fees | 480,906 |
| As Reads: Amended | Residential User Fees | 23,606,000 |
| To Read: | Residential User Fees | 21,276,088 |
| As Reads: Amended | Transportation User Fees | 6,210,600 |
| To Read: | Transportation User Fees | 3,515,345 |
| As Reads: Amended | Operating Expenses | 31,545,785 |
| To Read: | Operating Expenses | 26,536,263 |
| | BB. SANITATION FUND | |
| As Reads: Amended | Bulk Item Collection Charges | 130,000 |
| To Read: | Bulk Item Collection Charges | 133,498 |
| As Reads: Amended | Business Refuse Container Charges | 159,100 |
| To Read: | Business Refuse Container Charges | 126,637 |
| As Reads: Amended | Code Enforcement Violations | 80,000 |
| To Read: | Code Enforcement Violations | 53,263 |

| As Reads: Amended | Franchise Fees | 1,265,000 | | |
|----------------------|--------------------------------------|-----------|--|--|
| To Read: | Franchise Fees | 1,324,801 | | |
| As Reads: Amended | Fuel Surcharge | 360,000 | | |
| To Read: | Fuel Surcharge | 340,686 | | |
| As Reads: Amended | Interest Income | 27,500 | | |
| To Read: | Interest Income | 34,368 | | |
| As Reads: Amended | Landfill Fees | 1,256,100 | | |
| To Read: | Landfill Fees | 1,201,958 | | |
| As Reads: Amended | Lot Cleaning | 80,000 | | |
| To Read: | Lot Cleaning | 100,908 | | |
| As Reads: Amended | Miscellaneous Revenue | 5,000 | | |
| To Read: | Miscellaneous Revenue | 53,722 | | |
| As Reads: Amended | New Accounts/Transfer Fees | 85,000 | | |
| To Read: | New Accounts/Transfer Fees | 78,020 | | |
| As Reads: Amended | Residential Refuse Container Charges | 4,559,500 | | |
| To Read: | Residential Refuse Container Charges | 4,714,676 | | |
| As Reads: Amended | Sale of Assets | 5,000 | | |
| To Read: | Sale of Assets | 7,985 | | |
| As Reads: Amended | Sanitation Equipment Surcharge | 480,400 | | |
| To Read: | Sanitation Equipment Surcharge | 499,388 | | |
| CC. PORT FUND | | | | |
| To: | Interest Income | 11,020 | | |
| To: | Miscellaneous/Non-Billed | 803 | | |
| То: | Sale of Assets | 1,850 | | |

| As Reads: Amended | Cedar Street Lease Parking Lot | 65,700 |
|----------------------|--------------------------------|---------|
| To Read: | Cedar Street Lease Parking Lot | 59,760 |
| As Reads: Amended | Dockage | 561,500 |
| To Read: | Dockage | 552,355 |
| As Reads: Amended | Handling | 26,200 |
| To Read: | Handling | 9,516 |
| As Reads: Amended | Harbor Fees | 20,100 |
| To Read: | Harbor Fees | 34,865 |
| As Reads: Amended | Interior Lighting | 115,000 |
| To Read: | Interior Lighting | 181,976 |
| As Reads: Amended | Miscellaneous/Billed | 15,000 |
| To Read: | Miscellaneous/Billed | 60,526 |
| As Reads: Amended | Property Rental | 565,000 |
| To Read: | Property Rental | 594,830 |
| As Reads: Amended | Security Fees | 61,800 |
| To Read: | Security Fees | 114,338 |
| As Reads: Amended | Stevedore Fees | 31,800 |
| To Read: | Stevedore Fees | 11,078 |
| As Reads: Amended | Storage | 309,200 |
| To Read: | Storage | 412,628 |
| As Reads: Amended | Water Sales | 6,000 |
| To Read: | Water Sales | 3,262 |
| As Reads: Amended | Wharfage | 350,600 |
| To Read: | Wharfage | 706,320 |

DD. AIRPORT FUND

| То: | Sale of Assets | 7,250 |
|----------------------|-----------------------------------|-----------|
| As Reads: Amended | Advertising | 125,000 |
| To Read: | Advertising | 139,338 |
| As Reads: Amended | Air Carrier Landing Fees | 700,000 |
| To Read: | Air Carrier Landing Fees | 479,693 |
| As Reads: Amended | Airline Rentals | 2,500,000 |
| To Read: | Airline Rentals | 2,932,954 |
| As Reads: Amended | Airport & 12th Facilities | 327,000 |
| To Read: | Airport & 12th Facilities | 400,200 |
| As Reads: Amended | Apron Area Rentals | 600,000 |
| To Read: | Apron Area Rentals | 854,164 |
| As Reads: Amended | Baggage Handling System | 1,278,000 |
| To Read: | Baggage Handling System | 1,677,013 |
| As Reads: Amended | Cargo Apron Area Rentals | 85,000 |
| To Read: | Cargo Apron Area Rentals | 96,526 |
| As Reads: Amended | Cargo Landing Fees | 80,000 |
| To Read: | Cargo Landing Fees | 67,620 |
| As Reads: Amended | CFC - Rental Car Service Facility | 2,760,000 |
| To Read: | CFC - Rental Car Service Facility | 2,019,059 |
| As Reads: Amended | Commercial Properties Rentals | 190,000 |
| To Read: | Commercial Properties Rentals | 313,214 |
| As Reads: Amended | Fixed Base Operations | 216,000 |
| To Read: | Fixed Base Operations | 212,178 |
| As Reads: Amended | Gift Shop | 320,000 |
| To Read: | Gift Shop | 240,246 |

| As Reads: Amended | Hangar Rentals | 90,000 |
|----------------------|--|-----------|
| To Read: | Hangar Rentals | 102,480 |
| As Reads: Amended | Interest Income | 90,000 |
| To Read: | Interest Income | 863,252 |
| As Reads: Amended | LEO/TSA Security | 100,000 |
| To Read: | LEO/TSA Security | 109,800 |
| As Reads: Amended | Loading Bridge Fees | 370,000 |
| To Read: | Loading Bridge Fees | 550,062 |
| As Reads: Amended | Miscellaneous Revenue | 130,000 |
| To Read: | Miscellaneous Revenue | 184,235 |
| As Reads: Amended | Parking Lot | 6,000,000 |
| To Read: | Parking Lot | 4,265,620 |
| As Reads: Amended | Rental Car Customer Facility Charge (Garage) | 865,000 |
| To Read: | Rental Car Customer Facility Charge (Garage) | 706,116 |
| As Reads: Amended | Rental Car Service Facility Rents | 250,000 |
| To Read: | Rental Car Service Facility Rents | 262,983 |
| As Reads: Amended | Rental Cars | 4,000,000 |
| To Read: | Rental Cars | 4,202,685 |
| As Reads: Amended | Restaurant and Lounge | 685,000 |
| To Read: | Restaurant and Lounge | 522,770 |
| As Reads: Amended | RON Ramp | 3,000 |
| To Read: | RON Ramp | 70,455 |
| As Reads: Amended | ST Ground Lease | 260,000 |
| To Read: | ST Ground Lease | 265,552 |
| As Reads: Amended | Taxi Permits | 130,000 |

| To Read: | Taxi Permits | 137,937 |
|----------------------|--|------------|
| As Reads: Amended | TSA Terminal Rental | 210,000 |
| To Read: | TSA Terminal Rental | 161,792 |
| As Reads: Amended | Operating Expenses | 26,537,120 |
| To Read: | Operating Expenses | 26,018,314 |
| | EE. INSURANCE RETENTION FUND | |
| To: | Employee Morale Fund | 60,107 |
| As Reads: Amended | Charges for Services - Risk Management | 1,382,700 |
| To Read: | Charges for Services - Risk Management | 1,690,700 |
| As Reads: Amended | Operating Expenses | 611,390 |
| To Read: | Operating Expenses | 979,497 |
| | FF. CENTRAL SERVICES FUND | |
| 1) Central Garage | | 240 200 |
| As Reads: Amended | Operating Expenses | 218,206 |
| To Read: | Operating Expenses | 362,067 |
| As Reads: Amended | Capital Outlay | 525,508 |
| To Read: | Capital Outlay | 381,647 |
| | GG. SPECIAL ASSESSMENTS FUND | |
| To: | Interest Income | 7,432 |
| As Reads: Amended | Special Assessments | 100,000 |
| To Read: | Special Assessments | 38,770 |
| As Reads: Amended | Other Non-Operating | 100,000 |
| To Read: | Other Non-Operating | 46,202 |

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

| fifth business day after adoption, unless otherwise provided pursuant to Charter of the City of Pensacola. | Section 4.03(d) of the City |
|---|-----------------------------|
| Adopted | l: |
| Approve | President of City Council |
| Attest: | |
| City Clerk | |

SECTION 3. This resolution shall become effective retroactive to September 30, 2020 on the

| FUND | AMOUNT | DESCRIPTION |
|--|-----------|---|
| A. GENERAL FUND | | |
| Estimated Revenues: | | |
| Beverage License Rebate | 10,551 | Increase estimated revenue from Beverage License Rebates |
| Boat Launch Fees | (15,387) | Decrease estimated revenue from Boat Launch Fees |
| Communication Services Tax | 113,626 | Increase estimated revenue from Communication Service Tax. |
| Court Fines | 477 | Increase estimated revenue from Court Fines |
| Delinquent Ad Valorem Taxes | 44,831 | Increase estimated revenue from Delinquent Ad Valorem Taxes |
| ECDSB/SRO | 52,132 | Increase estimated revenue from ECDSB/SRO |
| Federal Payment In Lieu of Taxes | (7,802) | Decrease estimated revenue from Federal Payment in Lieu of Taxes |
| Fire Permits | 300 | Increase estimated revenue from Fire Permits |
| Firefighter Supplemental Compensation | 1,298 | Increase estimated revenue from Firefighter Supplemental Compensation |
| Franchise Fees - ECUA | (54,012) | Decrease estimated revenue from Franchise Fees - ECUA |
| Franchise Fees - Electricity | (38,277) | Decrease estimated revenue from Franchise Fees - Electricity |
| Franchise Fees - Natural Gas | (47,458) | Decrease estimated revenue from Franchise Fees - Natural Gas |
| Gas Rebate on Municipal Vehicles | 14,690 | Increase estimated revenue from Gas Rebate on Municipal Vehicles |
| Half-Cent Sales Tax | (346,265) | Decrease estimated revenue from Half-Cent Sales Tax |
| Interest Income | 86,520 | Increase estimated revenue from Interest Income |
| Local Business Tax | 12,289 | Increase estimated revenue from Local Business Tax |
| Local Business Tax - Penalty | 5,548 | Increase estimated revenue from Local Business Tax Penalties |
| Miscellaneous Charges For Services | (18,843) | Decrease estimated revenue from Miscellaneous Charges For Services |
| Miscellaneous Fines | (2,564) | Decrease estimated revenue from Miscellaneous Fines |
| Miscellaneous Revenue | 182,916 | Increase estimated revenue from Miscellaneous Revenue |
| Mobile Home License Rebate | 802 | Increase estimated revenue from Mobile Home License Rebates |
| Public Services Tax - ECUA | 71,191 | Increase estimated revenue from Public Service Taxes - ECUA |
| Public Services Tax - Electricity | 182,423 | Increase estimated revenue from Public Service Taxes - Electricity |
| Public Services Tax - Miscellaneous | 1,711 | Increase estimated revenue from Public Service Taxes - Miscellaneous |
| Public Services Tax - Natural Gas | (26,715) | Decrease estimated revenue from Public Service Taxes - Natural Gas |
| Saenger Theatre - Facility Fee | (13,598) | Decrease estimated revenue from Saenger Theatre Facility Fees |
| Sale of Assets | 20,658 | Increase estimated revenue from Sale of Assets |
| Special Permits | 13,368 | Increase estimated revenue from Special Permits |
| State Revenue Sharing - Motor Fuel Tax | (2,930) | Decrease estimated revenue from State Revenue Sharing -Motor Fuel Tax |
| State Revenue Sharing - Sales Tax | 21,596 | Increase estimated revenue from State Revenue Sharing -Sales Tax |
| State Reimbursable Agreements | (131,206) | Decrease estimated revenue from State Reimbursable Agreements |
| State Traffic Signals | 12,451 | Increase estimated revenue from State Traffic Signals |
| Swimming Pool Fees | 68 | Appropriate estimated revenue from Swimming Pool Fees-Hunter |
| Taxi Permits | (2,599) | Decrease estimated revenue from Taxi Permits |
| Traffic Fines | (11) | Increase estimated revenue from Traffic Fines |
| Zoning Review & Inspection Permits | 5,300 | Increase estimate revenue from Zoning Review & Inspection Permits |
| Sub-Total Estimated Revenues | 147,079 | |
| Fund Balance | (162,244) | Decrease appropriated Fund Balance |
| Total Revenues and Fund Balance | (15,165) | |

| FUND | AMOUNT | DESCRIPTION |
|--|------------------|---|
| Appropriations: | | |
| (1) Non-Departmental Other Grants and Aids - Saenger Theatre Capital | (13,598) | Decrease appropriation for Other Grants & Aids-Saenger Theatre Capital |
| CRA TIF | (10,000) | Decrease appropriation - CRA TIF |
| Eastside TIF | 2,309 | Increase appropriation - Eastside TIF |
| Westside TIF | (47) | Decrease appropriation - Westside TIF |
| (2) Transfers Out | | |
| Transfer to Stormwater Capital Projects Fund | (2,833) | Decrease appropriation for Transfer to Stormwater Capital Projects Fund |
| Total Appropriations | (15,165) | |
| B. TREE PLANTING TRUST FUND | | |
| Estimated Revenues: Interest Income | 7,056 | Appropriate actimated revenue from Interact Income |
| Total Estimated Revenues | 7,056 | Appropriate estimated revenue from Interest Income |
| Fund Balance | (7,056) | Decrease appropriated Fund Balance. |
| Total Estimated Revenues and Fund Balance | 0 | |
| C. PARK PURCHASES FUND | | |
| Estimated Revenues: | | |
| Interest Income | 1,555 | Appropriate estimated revenue from Interest Income |
| Total Estimated Revenues | 1,555 | |
| Fund Balance | (1,555) | Decrease appropriated Fund Balance. |
| Total Estimated Revenues and Fund Balance | 0 | |
| D. HOUSING INITIATIVES FUND | | |
| Estimated Revenues: Interest Income | 7.400 | A managinate and invested and a survey from the transfer to the same |
| Sale of Assets | 7,136 (3,269) | Appropriate estimated revenue from Interest Income Decrease estimated revenue from Sale of Assets |
| Total Estimated Revenues | 3,867 | Decrease estimated revenue from Sale of Assets |
| Fund Balance | (3,867) | Decrease appropriated Fund Balance. |
| Total Estimated Revenues and Fund Balance | 0 | |
| E. LOCAL OPTION GASOLINE TAX FUND | | |
| Estimated Revenues: | | |
| Interest Income | 12,364 | Increase estimated revenue from Interest Income |
| Local Option Gasoline Tax | (68,730) | Decrease estimated revenue from Local Option Gasoline Tax |
| Total Estimated Revenues | (56,366) | |
| Fund Balance | 38,394 | Increase appropriated Fund Balance. |
| Total Estimated Revenues and Fund Balance | (17,972) | |
| Appropriations: | | |
| Transfer Out To LOGT Debt Service Fund | (17,972) | Decrease appropriation for Transfer Out To LOGT Debt Service Fund |
| Total Appropriations | (17,972) | |

| FUND | AMOUNT | DESCRIPTION |
|--|-------------|--|
| F. COMMUNITY REDEVELOPMENT AGENCY FUND Estimated Revenues: | | |
| Berth Harbor Revenue | (344) | Decrease estimated revenue from Berth Harbor Revenue |
| Interest Income | 84,426 | Increase estimated revenue from Interest Income |
| Plaza DeLuna Concession | (3,336) | Decrease estimated revenue from Plaza DeLuna Concession |
| PSA Reserved Parking | (60) | Decrease estimated revenue from PSA Reserved Parking |
| Transfer In From Urban Core Redevelopment Trust Fund | (86,992) | Decrease estimated revenue from Transfer In From Urban Core Redevelopment Trust Fund |
| Total Estimated Revenues | (6,306) | · |
| Appropriations: | | |
| Operating Expenses | (6,306) | Decrease appropriation for Operating Expenses |
| Total Appropriations | (6,306) | |
| G. URBAN CORE REDEVELOPMENT TRUST FUND Estimated Revenues: | | |
| Current Ad Valorem Tax - County | (1,447) | Decrease Estimated Revenue From County |
| Current Ad Valorem Tax - DIB | (49) | Decrease Estimated Revenue From DIB |
| Transfer In - City | (996) | Decrease Interfund Transfer From General Fund |
| Total Estimated Revenues | (2,492) | |
| Appropriations: | | |
| Transfer to CRA Debt Service Fund | 84,500 | Increase appropriation for Transfer to CRA Debt Service Fund |
| Transfer to CRA Fund | (86,992) | Decrease appropriation for Transfer to CRA Fund |
| Total Appropriations | (2,492) | |
| H. STORMWATER UTILITY FEE FUND | | |
| Estimated Revenues: Delinquent Stormwater Fee | 457 | Increase estimated revenue from Delinquent Stormwater Fee |
| Interest Income | 7,571 | Increase estimated revenue from Interest Income |
| Miscellaneous Revenue | 2,852 | Appropriate estimated revenue from Miscellaneous Revenue |
| State Right of Way Maintenance | (10,172) | Decrease estimated revenue from State Right of Way Maintenance |
| Stormwater Utility Fee | (3,290) | Decrease estimated revenue from Stormwater Utility Fee |
| Total Estimated Revenues | (2,582) | · |
| Appropriations: | | |
| Operating Expenses | (2,582) | Decrease appropriation for Operating Expense |
| Total Appropriations | (2,582) | |
| I. HOSPITAL SPECIAL ASSESSMENT FUND | | |
| Estimated Revenues: | (4.400.004) | Decree of the following for a few decrees the |
| Special Assessments Total Estimated Revenues | (1,139,301) | Decrease estimated revenue from Special Assessments |
| Total Estimated Revenues | (1,139,301) | |
| Appropriations: | (4.400.001) | Decree of the fee October 1 Add |
| Grants & Aids | (1,139,301) | Decrease appropriation for Grants & Aids |
| Total Appropriations | (1,139,301) | |

| FUND | AMOUNT | DESCRIPTION |
|---|----------------|---|
| J. SECTION 8 HOUSING ASSISTANCE FUND | | |
| Estimated Revenues: | | |
| Federal Grants | (1,495,222) | Decrease estimated revenue from Federal Grants |
| Interest Income | (7,629) | Decrease estimated revenue from Interest Income |
| Miscellaneous Revenue | (250,600) | Decrease estimated revenue from Miscellaneous Revenue |
| Total Estimated Revenues | (1,753,451) | |
| Appropriations: | | |
| Operating Expenses | (1,753,451) | Decrease appropriation for Operating Expenses |
| Total Appropriations | (1,753,451) | |
| K. LAW ENFORCEMENT TRUST FUND | | |
| Estimated Revenues | | |
| Charges for Services - Court Related | 5,492 | Increase estimated revenue from Charges for Services |
| Interest Income | 2,921 | Increase estimated revenue from Interest Income |
| Total Estimated Revenues | 8,413 | |
| Fund Balance | (8,413) | Decrease appropriated Fund Balance. |
| Total Estimated Revenues and Fund Balance | 0 | |
| L. NATURAL DISASTER FUND | | |
| Estimated Revenues | | |
| Federal Grants | 33,950,000 | Increase estimated revenue from Federal Grants |
| State Grants | 11,250,000 | Appropriate estimated revenue from State Grants |
| Total Estimated Revenues | 45,200,000 | |
| Appropriations | | |
| Operating Expenses | 45,200,000 | Increase appropriation for Operating Expenses |
| Total Appropriations | 45,200,000 | |
| M. GOLF COURSE FUND | | |
| Estimated Revenues | | |
| Capital Improvement Surcharge | (1,093) | Decrease estimated revenue from Capital Improvements Surcharge |
| Driving Range | 2,858 | Increase estimated revenue from Driving Range |
| Electric Cart Rental | 17,329 | Increase estimated revenue from Electric Cart Rentals |
| Green Fees | 24,873 | Increase estimated revenue from Green Fees |
| Interest Income Pro Shop | 2,250 2,587 | Appropriate estimated revenue from Interest Income Increase estimated revenue from Pro Shop |
| Pull Cart Rental | 2,567 (19) | Decrease estimated revenue from Pull Cart Rental |
| Tournaments | (20,059) | Decrease estimated revenue from Tournaments |
| Total Estimated Revenues | 28,726 | Decrease estimated revenue moin routhaments |
| Fund Balance | (28,726) | Decrease appropriated Fund Balance. |
| Total Estimated Revenues and Fund Balance | 0 | = 00.0000 spp. op. idiou i dira balairos. |
| . otal Edilliated Novellage and Falla Balance | | |

| FUND | AMOUNT | DESCRIPTION |
|---|-----------|---|
| N. EASTSIDE TIF FUND | | |
| Estimated Revenues | | |
| Current Ad Valorem Tax - County | 3,588 | Increase estimated revenue from Current Ad Valorem Tax - County |
| Interest Income | 7,045 | Increase estimated revenue from Interest Income |
| Transfer In - City | 2,309 | Increase estimated revenue from Transfer In - City |
| Total Estimated Revenues | 12,942 | • |
| Appropriations | | |
| Operating Expenses | 15,339 | Increase appropriation for Operating Expenses |
| Transfer to CRA Debt Service Fund | (2,397) | Decrease appropriation for Transfer to CRA Debt Service Fund |
| Total Appropriations | 12,942 | |
| O. INSPECTION SERVICES FUND | | |
| Estimated Revenues | | |
| Building Permits | 149,102 | Increase estimated revenue from Building Permits |
| DCA/DBPR Surcharge Fee Retainage - 10% | 3,272 | Appropriate estimated revenue from DCA/DBPR Surcharge Fee Retainage |
| Electrical Permits | (32,559) | Decrease estimated revenue from Electrical Permits |
| Gas Permits | 2,075 | Increase estimated revenue from Gas Permits |
| Interest Income | 625 | Appropriate estimated revenue from Interest Income |
| Lien Search Fees | 11,500 | Appropriate estimated revenue from Lien Search Fees |
| Mechanical Permits | (4,668) | Decrease estimated revenue from Mechanical Permits |
| Miscellaneous Permits | (4,952) | Decrease estimated revenue from Miscellaneous Permits |
| Miscellaneous Revenues | 28,825 | Appropriate estimated revenue from Miscellaneous Revenues |
| Permit Application Fee | 22,154 | Increase estimated revenue from Permit Application Fee |
| Plumbing Permits | (20,550) | Decrease estimated revenue from Plumbing Permits |
| Sale of Assets | 2,200 | Appropriate estimated revenue from Sale of Assets |
| Tree Removal and Pruning Permits | 975 | Appropriate estimated revenue from Tree Removal and Pruning Permits |
| Zoning Review & Inspection Fees | (57,550) | Decrease estimated revenue from Zoning Review & Inspection Fees |
| Total Estimated Revenues | 100,449 | |
| Fund Balance | (100,449) | Decrease appropriated Fund Balance |
| Total Estimated Revenues and Fund Balance | 0 | |
| P. WESTSIDE TIF FUND | | |
| Estimated Revenues | (0.1) | D |
| Current Ad Valorem Tax - County | (34) | Decrease estimated revenue from Current Ad Valorem Tax - County |
| Interest Income | 10,948 | Appropriate estimated revenue from Interest Income |
| Transfer In - City | (47) | Decrease estimated revenue from Transfer In - City |
| Total Estimated Revenues | 10,867 | |
| Appropriations | | |
| Operating Expenses | 16,315 | Increase appropriation for Operating Expenses |
| Transfer to CRA Debt Service Fund | (5,448) | Decrease appropriation for Transfer to CRA Debt Service Fund |
| Total Appropriations | 10,867 | |

| FUND | AMOUNT | DESCRIPTION |
|--|--------------|--|
| Q. RECREATION FUND | | |
| Estimated Revenues | | |
| Interest Income | 7,127 | Appropriate estimated revenue from Interest Income |
| Miscellaneous Revenue | 30 | Appropriate estimated revenue from Miscellaneous Revenue |
| User Fees | (721,940) | Decrease estimated revenue from User Fees |
| Total Estimated Revenues | (714,783) | |
| Fund Balance | 102,558 | Increase appropriated Fund Balance. |
| Total Estimated Revenues and Fund Balance | (612,225) | |
| Appropriations | | |
| Personnel Services | (323,092) | Decrease appropriation for Personnel Services |
| Operating Expenses | (289,133) | Decrease appropriation for Operating Expenses |
| Total Appropriations | (612,225) | |
| R. ROGER SCOTT TENNIS CENTER FUND Estimated Revenues | | |
| Interest Income | 2,295 | Appropriate estimated revenue from Interest Income |
| Pro Shop | 2,295 182 | Increase estimated revenue from Pro Shop |
| Tennis Agreement Contract | (18,229) | Decrease estimated revenue from Tennis Agreement Contract (Lease |
| Termis Agreement Contract | (10,229) | Deferral) |
| Total Estimated Revenues | (15,752) | |
| Appropriations: | | |
| Operating Expenses | (15,752) | Decrease appropriation for Operating Expenses |
| Total Appropriations | (15,752) | |
| S. COMMUNITY MARITIME PARK MGT SVCS FUND | | |
| Estimated Revenues | | |
| City Hall Parking | (28,000) | Decrease estimated revenue from City Hall Parking |
| CMP Parking | (96,900) | Decrease estimated revenue from CMP Parking |
| CMP Rentals | (11,800) | Increase estimated revenue from CMP Rentals |
| Common Area Maintenance | 467 | Increase estimated revenue from Common Area Maintenance |
| Community Event Concessions | (13,500) | Decrease estimated revenue from Community Event Concessions |
| Donations/Sponsorships | 3,500 | Appropriate estimated revenue from Donations/Sponsorships |
| Interest Income | 16,585 | Appropriate estimated revenue from Interest Income |
| Maritime Park Leases | 3,484 | Increase estimated revenue from Maritime Park Leases |
| Miscellaneous Revenue | 162 | Appropriate estimated revenue from Miscellaneous Revenue |
| Ticketed Events | (1,000) | Decrease estimated revenue from Ticketed Events |
| Use Fee - UWF | (8,333) | Decrease estimated revenue from Use Fee - UWF |
| Variable Attendance Surcharge | (193,000) | Decrease estimated revenue from Variable Attendance Surcharge |
| Variable Ticket Surcharge | (144,000) | Decrease estimated revenue from Variable Ticket Surcharge |
| Vending/Kiosk Sales | (1,800) | Increase estimated revenue from Kiosk Sales |
| Total Estimated Revenues | (474,135) | |
| Fund Balance | 165,494 | Increase appropriated Fund Balance |
| | , | moreage appropriated tama zaramee |

| FUND | AMOUNT | DESCRIPTION |
|---|-------------------|--|
| Appropriations | | |
| Operating Expenses | (308,641) | Decrease in Operating Expenses |
| Total Appropriations | (308,641) | |
| T. CRA DEBT SERVICE FUND | | |
| Estimated Revenues | | |
| Interest Income | 10,025 | Appropriate estimated revenue from Interest Income |
| Transfer in From Eastside TIF Fund | (2,397) | Decrease estimated revenue from Transfer In From Eastside TIF Fund |
| Transfer in From Urban Core TIF Fund Transfer in From Westside TIF Fund | 84,500 (5,448) | Increase estimated revenue from Transfer In From Urban Core TIF Fund Decrease estimated revenue from Transfer In From Westside TIF Fund |
| Total Estimated Revenues | 86,680 | Decrease estimated revenue nom Transfer in From Westside Tir Fund |
| Fund Balance | (621,621) | Decrease appropriated Fund Balance. |
| Total Estimated Revenues and Fund Balance | (534,941) | Beerease appropriated i and Balance. |
| Appropriations | (004,041) | |
| Interest Expense | (41) | Decrease appropriation for Interest Expense |
| Principal | (534,900) | Decrease appropriation for Principal |
| Total Appropriations | (534,941) | |
| U. LOGT DEBT SERVICE FUND | | |
| Estimated Revenues | () | |
| Interest Income | (5,179) | Decrease estimated revenue from Interest Income |
| Transfer In From Local Option Gasoline Tax Fund | (17,972) | Decrease estimated revenue from Transfer In From Local Option Gasoline Tax Fund |
| Total Estimated Revenues | (23,151) | |
| Fund Balance | 23,133 | Increase appropriated Fund Balance. |
| Total Estimated Revenues and Fund Balance | (18) | |
| Appropriations | | |
| Interest Expense | (18) | Decrease appropriation for Interest Expense |
| Total Appropriations | (18) | |
| V. LOCAL OPTION SALES TAX FUND | | |
| Estimated Revenues Interest Income | 67.600 | Annual interpretation of the second s |
| Miscellaneous Revenue | 67,600 18,899 | Appropriate estimated revenue from Interest Income Appropriate estimated revenue from Miscellaneous Revenue |
| Local Option Sales Tax | (698,991) | Decrease estimated revenue from Local Option Sales Tax |
| Total Estimated Revenues | (612,492) | Decrease estimated revenue non Local Option Gales Tax |
| Fund Balance | 612,376 | Increase appropriated Fund Balance. |
| Total Estimated Revenues and Fund Balance | (116) | moreage appropriated rand Balance. |
| Appropriations | | |
| Interest Expense | (46) | Decrease appropriation for Interest Expense |
| Principal | (70) | Decrease appropriation for Principal |
| , | (116) | • |

| N. CRA SERIES 2017 PROJECT FUND Stainated Revenues Increast income Increast increast income Increase appropriation for Capital Outlay Increase estimated revenue from Interest income Increase estimated revenue from Interes | FUND | AMOUNT | DESCRIPTION |
|--|---|---------------------------------------|--|
| Appropriations Capital Outlay Total Appropriations Capital Outlay Total Appropriations X CRA SERISE 2019 PROJECT FUND Estimated Revenues Interest Income Capital Outlay Total Appropriations Appropriations Capital Outlay Total Appropriations Appropriations Capital Outlay Appropriations Capital Outlay Total Appropriations Interest Income Increase estimated revenue from Interest Income Increase estimated revenue from Interest Income Increase estimated revenue from Transfer In From General Fund Increase estimated revenue from Transfer In From General Fund Increase estimated revenue from Transfer In From General Fund Increase estimated revenue from CNG Revenue Increase estimated revenue from CNG Revenue Decrease estimated revenue from CNG Revenue Increase estimated revenue from Interest Income Interest Income Infrastructure Cost Recovery Interest Income Interest Income Interest Income Interest Income Interest Income Increase estimated revenue from Interest Income Increase estimated revenue from CNG Revenue Decrease estimated revenue from Interest Income Increase estimated revenue from Interest Income Increase estimated revenue from Interest Income Inc | | _ | |
| Total Appropriations 168,303 Increase appropriation for Capital Outlay X. CRA SERIES 2019 PROJECT FUND Estimated Revenues 281,749 Total Appropriations 281,749 Total Estimated Revenues 281,749 Increase appropriation for Capital Outlay **TOTAL Estimated Revenues 60,813 Appropriate estimated revenue from Interest Income 70,811 Appropriations 70,811 Appro | | | Appropriate estimated revenue from Interest Income |
| Total Appropriations X. CRA SERIES 2019 PROJECT FUND Estimated Revenues Interest Income Total Estimated Revenues 281,749 Appropriations Capital Outlay 281,749 Appropriations Capital Outlay 281,749 Appropriations Capital Outlay 281,749 Total Appropriations Total Estimated Revenues Non-Operating Non-Operating Total Appropriations Z. STORMWATER CAPITAL PROJECTS FUND Estimated Revenues Interest Income Appropriations Non-Operating Total Appropriations Total Estimated Revenues 1 | ••• | 168,303 | Increase appropriation for Capital Outlay |
| Estimated Revenues Interest Income Total Estimated Revenues 281,749 Appropriations Capital Outlay Total Appropriations 7, LOST SERIES 2017 PROJECT FUND Estimated Revenues Interest Income Total Estimated Revenues Interest Income Increase estimated revenue from Interest Income Increase estimated Increase Interest Income Increase | | | |
| Interest Income 281,749 Total Estimated Revenues 281,749 Total Appropriations Capital Outlay 281,749 Total Appropriations 281,749 Total Estimated Revenues 60,813 Appropriations 60,813 Appropriations 60,813 Total Appropriations 60,813 Total Appropriations 60,813 Total Appropriations 60,813 Total Appropriations 81,840 Total Estimated Revenues 81,840 Total Estimated Revenues 81,840 Total Estimated Revenues 81,840 Total Appropriations 81,840 Total Estimated Revenues 81,840 Total Estimated Revenues 91,840 Total Estimated Revenues 91,840 Total Appropriations 91,840 Total Estimated Revenues 91,840 Total Appropriations 91,840 Total Appropriation 91,840 Total Appr | | | |
| Appropriations Capital Outlay Total Appropriations Capital Outlay Total Appropriations Strimated Revenues Interest Income Increase appropriation for Capital Outlay Strimated Revenues Interest Income Increase estimated revenue from Interest Income Increase estimated Increase Interest Income Interest In | | 204 740 | Annual distance of the second |
| Appropriations Capital Outlay Total Appropriations Estimated Revenues Interest Income Total Estimated Revenues Non-Operating Total Appropriations 2. STORMWATER CAPITAL PROJECTS FUND Estimated Revenues Interest Income Total Estimated Revenues Appropriations Non-Operating Total Appropriations 2. STORMWATER CAPITAL PROJECTS FUND Estimated Revenues Interest Income Interest Income 141,334 Transfer in From General Fund 2. 83,501 Transfer in From General Fund 2. 83,501 Total Appropriations 3.8,501 Total Appropriations 3.8,501 Total Estimated Revenues Interest Income Inte | | | Appropriate estimated revenue from interest income |
| Total Appropriations Total Appropriations Total Estimated Revenues Interest Income Total Estimated Revenues Non-Operating Total Appropriations Non-Operating Total Revenues Interest Income Interest Income Interest Income Transfer in From General Fund Transfer in From General Fund Total Estimated Revenues Appropriations Capital Outlay A GAUTHITY FUND Estimated Revenues: CNG Revenue Commercial User Fees Cookbook Sales Revenue Infrastructure Cost Recovery Interest Income Infrastructure Cost Recovery Interest Income Interest | | 201,140 | |
| Total Appropriations Y. LOST SERIES 2017 PROJECT FUND Estimated Revenues Interest Income Total Estimated Revenues Appropriations Non-Operating Total Appropriations Appropriations Non-Operating Total Appropriations Z. STORMWATER CAPITAL PROJECTS FUND Estimated Revenues Interest Income Transfer in From General Fund Transfer in From General Fund Transfer in From General Fund Total Estimated Revenues Interest Income Transfer in From General Fund Transfer in From General Fund Total Estimated Revenues Appropriations Appropriations Appropriations Appropriations ADDED Total Estimated Revenues Interest Income Transfer in From General Fund Total Estimated Revenues Appropriations Appropriations ADDED Total Appropriations ASDI Total Appropriation Total Estimated Revenues Compencial User Fees (1,581,836) Cookbook Sales Revenue Infrastructure Cost Recovery Interest Income Infrastructure Cost Recovery Interest Income Interruptible User Fees (2,082,367) Miscellaneous Gas Charges Miscellaneous Gas Charges Miscellaneous Gas Charges Municipal User Fees (2,239,912) Appropriate estimated revenue from Interruptible User Fees Increase estimated revenue from Municipal User Fees Increase estimated revenue from Minicipal User Fees Increase estimated rev | | 281.749 | Increase appropriation for Capital Outlay |
| Y. LOST SERIES 2017 PROJECT FUND Estimated Revenues 60,813 Appropriate estimated revenue from Interest Income Total Estimated Revenues 60,813 Appropriations Non-Operating Total Appropriations 60,813 Appropriate funding for Non-Operating Z. STORMWATER CAPITAL PROJECTS FUND 8 Estimated Revenues Interest Income 41,334 Increase estimated revenue from Interest Income Transfer in From General Fund Total Estimated Revenues (2,833) Decrease estimated revenue from Transfer In From General Fund Appropriations 38,501 Increase appropriation for Capital Outlay (SW Vaults City-Wide) Total Appropriations 38,501 Increase appropriation for Capital Outlay (SW Vaults City-Wide) A. GAS UTILITY FUND State of Assets (24,187) Decrease estimated revenue from CNG Revenue Commercial User Fees (1,581,836) Decrease estimated revenue from Commercial User Fees Appropriate estimated revenue from Condbook Sales Revenue Infrastructure Cost Recovery Interest Income 174,848 Increase estimated revenue from Interruptible User Fees Peccease estimated revenue from Interruptible User Fees Miscellaneous Gas Charges (8,251) Decrease estimated revenue from Interruptible User Fees New Accounts/Turn-On Fees (2,329,912) Decrease estimated revenue from Municipal User Fees New Accounts/Tu | | | more depropriation to a capital callary |
| Interest Income Total Estimated Revenues Appropriations Non-Operating Total Appropriations Z. STORMWATER CAPITAL PROJECTS FUND Estimated Revenues Interest Income Increase estimated revenue from Interest Income Increase estimated revenue from Transfer In From General Fund Increase appropriation for Capital Outlay (SW Vaults City-Wide) Increase estimated revenue from CNG Revenue Infrastructure Cost Recovery Interest Income Inte | | | |
| Total Estimated Revenues Appropriations Non-Operating Total Appropriations 8 | | | |
| Appropriations Non-Operating Total Appropriations 2. STORMWATER CAPITAL PROJECTS FUND Estimated Revenues Interest Income Interest Income Transfer in From General Fund Total Estimated Revenues Capital Outlay Total Appropriations Appropriations Capital Outlay Total Appropriations AA. GAS UTILITY FUND Estimated Revenues CNG Revenue COMBercial User Fees Cookbook Sales Revenue Interest Income 174,848 Increase estimated revenue from Interest Income Decrease estimated revenue from CNG Revenue Commercial User Fees (1,581,836) Cookbook Sales Revenue Interruptible User Fees (381,870) Increase appropriation for Capital Outlay (SW Vaults City-Wide) Decrease estimated revenue from CNG Revenue Commercial User Fees (1,581,836) Cookbook Sales Revenue Interruptible User Fees (381,870) Increase estimated revenue from Condo Koales Revenue Interruptible User Fees (9,092,367 Miscellaneous Gas Charges Municipal User Fees (8,251) New Accounts/Tum-On Fees (229,394) Residential User Fees (229,394) Residential User Fees (239,912) Secrease estimated revenue from Minicipal User Fees New Accounts/Tum-On Fees (239,912) Decrease estimated revenue from New Accounts/Tum-On Fees Sale of Assets Transportation User Fees (2,3829,912) Decrease estimated revenue from New Accounts/Tum-On Fees Appropriate estimated revenue from Sale of Assets Decrease estimated revenue from New Accounts/Tum-On Fees Appropriate estimated revenue from Transportation User Fees Appropriate estimated revenue from Transportation User Fees Appropriate estimated revenue from Transportation User Fees | | | Appropriate estimated revenue from Interest Income |
| Non-Operating Total Appropriations 60,813 Z. STORMWATER CAPITAL PROJECTS FUND Estimated Revenues Interest Income 41,334 Transfer in From General Fund (2,833) Total Estimated Revenues 38,501 Appropriations Capital Outlay 38,501 Total Appropriations 38,501 AA. GAS UTILITY FUND Estimated Revenues CNG Revenue COMB Revenue COMB Revenue Commercial User Fees Cookbook Sales Revenue Interest Income (1,881,836) Cookbook Sales Revenue September 1,74,848 Increase estimated revenue from CNG Revenue Commercial User Fees Cookbook Sales Revenue (24,187) Commercial User Fees Cookbook Sales Revenue (381,870) Interest Income (1,74,848) Interest Income (1,74,848) Interest Income (1,74,848) Increase estimated revenue from Cookbook Sales Revenue Interruptible User Fees (9,0,78) Miscellaneous Gas Charges Municipal User Fees (8,251) Revenue (2,29,34) Decrease estimated revenue from Interest Income (1,74,848) Increase estimated revenue from Interest Income (1,74,848) Increase estimated revenue from Interruptible User Fees Miscellaneous Gas Charges Municipal User Fees (8,251) Decrease estimated revenue from Miscellaneous Gas Charges Municipal User Fees (2,39,912) Decrease estimated revenue from Residential User Fees Sale of Assets Transportation User Fees (2,895,255) Decrease estimated revenue from Rasidential User Fees Decrease estimated revenue from Residential User Fees Decrease estimated revenue from Residential User Fees Decrease estimated revenue from Residential User Fees Decrease estimated revenue from Sale of Assets Transportation User Fees Decrease estimated revenue from Total Outlay (SW Vaults City-Wide) Increase estimated revenue from Interest Income Interest Income Interest Income Revenue Sale of Assets Transportation User Fees Decrease estimated revenue from Residential User Fees Decrease estimated revenue from Sale of Assets Decrease estimated revenue from Sale of Assets Decrease estimated revenue from Total Outlay (SW Vaults City-Wide) Increase estimated revenue from Interes | | 60,813 | |
| Total Appropriations 2. STORMWATER CAPITAL PROJECTS FUND Estimated Revenues Interest Income | • | 00.042 | Annual distriction for New Organities |
| Estimated Revenues Interest Income Transfer in From General Fund Total Estimated Revenues Appropriations Capital Outlay Total Appropriations CARS UTILITY FUND Estimated Revenues CONG Revenue COMBERCH COST RECOVERY Interest Income (24,187) COSOLOS ALS REVENUE CONDITION (381,836) COSOLOS ALS REVENUE CONDITION (381,836) COSOLOS ALS REVENUE Interest Income Interruptible User Fees Miscellaneous Gas Charges Municipal User Fees (8,251) New Accounts/Turn-On Fees Residential User Fees (22,93,94) Residential User Fees (22,695,255) Increase estimated revenue from Interest Income Intersuptible User Fees (8,251) Decrease estimated revenue from Interruptible User Fees (8,251) Decrease estimated revenue from Interruptible User Fees (8,251) Decrease estimated revenue from Miscellaneous Gas Charges Residential User Fees (2,299,394) Decrease estimated revenue from Miscellaneous Gas Charges Residential User Fees (2,299,394) Decrease estimated revenue from New Accounts/Turn-On Fees Residential User Fees (2,299,394) Decrease estimated revenue from New Accounts/Turn-On Fees Residential User Fees (2,299,394) Decrease estimated revenue from New Accounts/Turn-On Fees Sale of Assets Fransportation User Fees (2,695,255) Decrease estimated revenue from Sale of Assets Transportation User Fees At 1,334 Increase estimated revenue from Copital Outlay (SW Vaults City-Wide) Increase estimated revenue from CNG Revenue Decrease estimated revenue from Condencial User Fees Decrease estimated revenue from Interruptible User Fees Decrease estimated revenue from Municipal User Fees Appropriation User Fees Decrease estimated revenue from New Accounts/Turn-On Fees Decrease estimated revenue from Sale of Assets Decrease estimated revenue from Transportation User Fees | | | Appropriate funding for Non-Operating |
| Estimated Revenues Interest Income Transfer in From General Fund Total Estimated Revenues 38,501 Appropriations Capital Outlay Total Appropriations CAR SA UTILITY FUND Estimated Revenues COMBRON Sales Revenue Commercial User Fees Cookbook Sales Revenue Infrastructure Cost Recovery Interest Income Interruptible User Fees Miscellaneous Gas Charges Municipal User Fees New Accounts/Turn-On Fees Residential User Fees | | 00,010 | |
| Increase estimated revenue from Interest Income Transfer in From General Fund Total Estimated Revenues 38,501 Appropriations Capital Outlay Total Appropriations AA. GAS UTILITY FUND Estimated Revenues: CNG Revenue Commercial User Fees Cookbook Sales Revenue Infrastructure Cost Recovery Interest Income Increase estimated revenue from Transfer In From General Fund Decrease estimated revenue from Capital Outlay (SW Vaults City-Wide) Decrease estimated revenue from Commercial Outlay (SW Vaults City-Wide) Decrease estimated revenue from CNG Revenue Estimated Revenues: CNG Revenue Commercial User Fees Cookbook Sales Revenue Infrastructure Cost Recovery Interest Income Interruptible User Fees Miscellaneous Gas Charges Municipal User Fees (90,078) Decrease estimated revenue from Interruptible User Fees New Accounts/Turn-On Fees (229,394) Residential User Fees Sale of Assets Sale of Assets Transportation User Fees (2,695,255) Increase estimated revenue from Municipal User Fees Appropriate estimated revenue from Residential User Fees Appropriate estimated revenue from Sale of Assets Appropriate estimated revenue from Sale of Assets Transportation User Fees (2,695,255) Decrease estimated revenue from Transfer In From General Fund Decrease estimated revenue from CNG Revenue Decrease estimated revenue from CNG Revenue Decrease estimated revenue from Interruptible User Fees Decrease estimated revenue from Municipal User Fees Appropriate estimated revenue from Sale of Assets Appropriate estimated revenue from Transportation User Fees | | | |
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| Appropriations Capital Outlay Total Appropriations AA. GAS UTILITY FUND Estimated Revenues: CNG Revenue Commercial User Fees Cookbook Sales Revenue Infrastructure Cost Recovery Interest Income Interruptible User Fees Miscellaneous Gas Charges Municipal User Fees New Accounts/Turn-On Fees Residential User Fees Residential User Fees Sale of Assets Transportation User Fees (2,695,255) Increase appropriation for Capital Outlay (SW Vaults City-Wide) Assets Increase appropriation for Capital Outlay (SW Vaults City-Wide) Increase appropriation for Capital Outlay (SW Vaults City-Wide) Increase estimated revenue from CNG Revenue (24,187) Decrease estimated revenue from Commercial User Fees (1,581,836) Decrease estimated revenue from Commercial User Fees Appropriate estimated revenue from Infrastructure Cost Recovery Increase estimated revenue from Interruptible User Fees (8,251) Decrease estimated revenue from Miscellaneous Gas Charges Decrease estimated revenue from Municipal User Fees (2,329,912) Decrease estimated revenue from New Accounts/Turn-On Fees Residential User Fees (2,329,912) Decrease estimated revenue from Residential User Fees Decrease estimated revenue from Rale of Assets Decrease estimated revenue from Transportation User Fees | | | Decrease estimated revenue from Transfer In From General Fund |
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| Total Appropriations AA. GAS UTILITY FUND Estimated Revenues: CNG Revenue Commercial User Fees Cookbook Sales Revenue Infrastructure Cost Recovery Interest Income Interruptible User Fees Miscellaneous Gas Charges Municipal User Fees New Accounts/Turn-On Fees Residential User Fees Sale of Assets Transportation User Fees A. (24,187) Decrease estimated revenue from CNG Revenue Decrease estimated revenue from Commercial User Fees (1,581,836) Decrease estimated revenue from Cookbook Sales Revenue Increase estimated revenue from Infrastructure Cost Recovery Increase estimated revenue from Interest Income Increase estimated revenue from Interruptible User Fees (90,078) Decrease estimated revenue from Miscellaneous Gas Charges Decrease estimated revenue from Municipal User Fees (229,394) Decrease estimated revenue from Mesidential User Fees Decrease estimated revenue from Residential User Fees Decrease estimated revenue from Transportation User Fees | | 00.504 | |
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| Estimated Revenues: CNG Revenue Commercial User Fees Cookbook Sales Revenue Infrastructure Cost Recovery Interest Income Interruptible User Fees Miscellaneous Gas Charges Municipal User Fees New Accounts/Turn-On Fees Residential User Fees Sale of Assets Transportation User Fees CNG Revenue (24,187) Decrease estimated revenue from CNG Revenue Decrease estimated revenue from Cookbook Sales Revenue Interest Income Interest Income Increase estimated revenue from Infrastructure Cost Recovery Increase estimated revenue from Interest Income Increase estimated revenue from Interest Income Increase estimated revenue from Interruptible User Fees Increase estimated revenue from Miscellaneous Gas Charges Decrease estimated revenue from Municipal User Fees Increase estimated revenue from Municipal User Fees Increase estimated revenue from Miscellaneous Gas Charges Decrease estimated revenue from New Accounts/Turn-On Fees Increase estimated revenue from Municipal User Fees Increase estimated revenue from New Accounts/Turn-On Fees Increase estimated revenue from Sale of Assets Increase estimated reve | | 30,301 | |
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| Infrastructure Cost Recovery Interest Income Interruptible User Fees Income Interruptible User Fees Income Interruptible User Fees Income Interruptible User Fees Increase estimated revenue from Infrastructure Cost Recovery Increase estimated revenue from Interruptible User Fees Increase estimated revenue from Interruptible User Fees Increase estimated revenue from Miscellaneous Gas Charges Increase estimated revenue from Municipal User Fees Increase estimated revenue from Nunicipal User Fees Increase estimated reve | Commercial User Fees | (1,581,836) | |
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| Miscellaneous Gas Charges Municipal User Fees New Accounts/Turn-On Fees Residential User Fees Sale of Assets Transportation User Fees (90,078) Decrease estimated revenue from Miscellaneous Gas Charges Decrease estimated revenue from Municipal User Fees Decrease estimated revenue from New Accounts/Turn-On Fees Decrease estimated revenue from Residential User Fees Appropriate estimated revenue from Sale of Assets Decrease estimated revenue from Transportation User Fees | | | |
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| New Accounts/Turn-On Fees(229,394)Decrease estimated revenue from New Accounts/Turn-On FeesResidential User Fees(2,329,912)Decrease estimated revenue from Residential User FeesSale of Assets58,836Appropriate estimated revenue from Sale of AssetsTransportation User Fees(2,695,255)Decrease estimated revenue from Transportation User Fees | | | |
| Residential User Fees (2,329,912) Sale of Assets Transportation User Fees (2,329,912) Decrease estimated revenue from Residential User Fees Appropriate estimated revenue from Sale of Assets Decrease estimated revenue from Transportation User Fees | | | · · |
| Sale of Assets 58,836 Appropriate estimated revenue from Sale of Assets (2,695,255) Decrease estimated revenue from Transportation User Fees | | | |
| Transportation User Fees (2,695,255) Decrease estimated revenue from Transportation User Fees | | | |
| | | | The state of the second |
| \-\(\frac{1}{2} - \frac{1}{2} | Total Estimated Revenues | (5,009,522) | · |

| FUND | AMOUNT | DESCRIPTION |
|---|----------------|--|
| Appropriations: | | |
| Operating Expenses | (5,009,522) | Decrease appropriation for Operating Expenses |
| Total Appropriations | (5,009,522) | |
| BB. SANITATION FUND | | |
| Estimated Revenues: | | |
| Bulk Item Collection Charges | 3,498 | Increase estimated revenue from Bulk Item Collection Charges |
| Business Refuse Container Charges | (32,463) | Decrease estimated revenue from Business Refuse Container Charges |
| Code Enforcement Violations | (26,737) | Decrease estimated revenue from Code Enforcement Violations |
| Franchise Fees | 59,801 | Increase estimated revenue from Franchise Fees |
| Fuel Surcharge | (19,314) | Decrease estimated revenue from Fuel Surcharge |
| Interest Income | 6,868 | Increase estimated revenue from Interest Income |
| Landfill Fees | (54,142) | Decrease estimated revenue from Landfill Fees |
| Lot Cleaning | 20,908 | Increase estimated revenue from Lot Cleaning |
| Miscellaneous Revenue | 48,722 | Increase estimated revenue from Miscellaneous Revenue |
| New Accounts/Transfer Fees | (6,980) | Decrease estimated revenue from New Accounts/Transfer Fees |
| Residential Refuse Container Charges | 155,176 | Increase estimated revenue from Residential Refuse Container Charges |
| Sale of Assets | 2,985 | Increase estimated revenue from Sale of Assets |
| Sanitation Equipment Surcharge | 18,988 | Increase estimated revenue from Sanitation Equipment Surcharge |
| Total Estimated Revenues | 177,310 | |
| Fund Balance | (177,310) | Decrease appropriated Fund Balance |
| Total Estimated Revenues and Fund Balance | 0 | |
| CC. PORT FUND | | |
| Estimated Revenues: | | |
| Cedar Street Lease Parking Lot | (5,940) | Decrease estimated revenue from Cedar Street Lease Parking Lot |
| Dockage | (9,145) | Decrease estimated revenue from Dockage |
| Handling | (16,684) | Decrease estimated revenue from Handling |
| Harbor Fees | 14,765 | Increase estimated revenue from Harbor Fees |
| Interest Income | 11,020 | Appropriate estimated revenue from Interest Income |
| Interior Lighting | 66,976 | Increase estimated revenue from Interior Lighting |
| Miscellaneous/Billed | 45,526 | Increase estimated revenue from Miscellaneous/Billed |
| Miscellaneous/Non-Billed | 803 | Appropriate estimated revenue from Miscellaneous/Non-Billed |
| Property Rental | 29,830 | Increase estimated revenue from Property Rental |
| Sale of Assets | 1,850 | Appropriate estimated revenue from Sale of Assets |
| Security Fees | 52,538 | Increase estimated revenue from Security Fees |
| Stevedore Fees | (20,722) | Decrease estimated revenue from Stevedore Fees |
| Storage | 103,428 | Increase estimated revenue from Storage |
| Water Sales | (2,738) | Decrease estimated revenue from Water Sales |
| Wharfage | 355,720 | Increase estimated revenue from Wharfage |
| TATE COATS | | |
| Total Estimated Revenues | 627,227 | |
| Total Estimated Revenues Fund Balance Total Estimated Revenues and Fund Balance | (627,227) 0 | Decrease appropriated Fund Balance |

| FUND | AMOUNT | DESCRIPTION |
|--|-------------|--|
| DD. AIRPORT FUND | | |
| Estimated Revenues: | | |
| Advertising | 14,338 | Increase estimated revenue from Advertising |
| Air Carrier Landing Fees | (220,307) | Decrease estimated revenue from Air Carrier Landing Fees |
| Airline Rentals | 432,954 | Increase estimated revenue from Airline Rentals |
| Airport & 12th Faciliities | 73,200 | Increase estimated revenue from Airport & 12th Facilities |
| Apron Area Rentals | 254,164 | Increase estimated revenue from Apron Area Rentals |
| Baggage Handling System | 399,013 | Increase estimated revenue from Baggage Handling System |
| Cargo Apron Area Rentals | 11,526 | Increase estimated revenue from Cargo Apron Area Rentals |
| Cargo Landing Fees | (12,380) | Decrease estimated revenue from Cargo Landing Fees |
| CFC - Rental Car Service Facility | (740,941) | Decrease estimated revenue from CFC - Rental Car Service Facility |
| Commercial Properties Rentals | 123,214 | Increase estimated revenue from Commercial Properties Rentals |
| Fixed Base Operations | (3,822) | Decrease estimated revenue from Fixed Base Operations |
| Gift Shop | (79,754) | Decrease estimated revenue from Gift Shop |
| Hangar Rentals | 12,480 | Increase estimated revenue from Hangar Rentals |
| Interest Income | 773,252 | Increase estimated revenue from Interest Income |
| LEO/TSA Security | 9,800 | Increase estimated revenue from LEO/TSA Security |
| Loading Bridge Fees | 180,062 | Increase estimated revenue from Loading Bridge Fees |
| Miscellaneous Revenue | 54,235 | Increase estimated revenue from Miscellaneous Revenue |
| Parking Lot | (1,734,380) | Decrease estimated revenue from Parking Lot |
| Rental Car Customer Facility Charge (Garage) | (158,884) | Decrease estimated revenue from Rental Car Cust Fac Chg (Garage) |
| Rental Car Service Facility Rents | 12,983 | Increase estimated revenue from Rental Car Service Facility Rents |
| Rental Cars | 202,685 | Increase estimated revenue from Rental Cars |
| Restaurant and Lounge | (162,230) | Decrease estimated revenue from Restaurant and Lounge |
| RON Ramp | 67,455 | Increase estimated revenue from RON Ramp |
| Sale of Assets | 7,250 | Appropriate estimated revenue from Sale of Assets |
| ST Ground Lease | 5,552 | Increase estimated revenue from ST Ground Lease |
| Taxi Permits | 7,937 | Increase estimated revenue from Taxi Permits |
| TSA Terminal Rental | (48,208) | Decrease estimated revenue from TSA Terminal Rental |
| Total Estimated Revenues | (518,806) | |
| Appropriations: | | |
| Operating Expenses | (518,806) | Decrease Operating Expenses |
| Total Appropriations | (518,806) | |
| EE. INSURANCE RETENTION FUND | | |
| Estimated Revenues: | | |
| Charges for Services - Risk Management | 308,000 | Increase estimated revenue from Charges for Services - Risk Management |
| Employee Morale Fund | 60,107 | Appropriate estimated revenue from Employee Morale Fund |
| Total Estimated Revenues | 368,107 | 11 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 |
| Appropriations: | | |
| Operating Expenses | 368,107 | Increase appropriation for Operating Expenses |
| Total Appropriations | 368,107 | |

| FUND | AMOUNT | DESCRIPTION |
|---|-------------------------------|--|
| FF. CENTRAL SERVICES FUND | | |
| Appropriations: 1) Central Garage Operating Expenses Capital Outlay Total Appropriations | 143,861 (143,861) 0 | Increase appropriation for Operating Expenses Decrease appropriaton for Capital Outlay |
| GG. SPECIAL ASSESSMENTS FUND Estimated Revenues: Interest Income Special Assessments Total Estimated Revenues | 7,432 (61,230) (53,798) | Appropriate estimated revenue from Interest Income Decrease estimated revenue from Special Assessments |
| Appropriations: Other Non-Operating Total Appropriations | (53,798) (53,798) | Decrease appropriation for Other Non-Operating |

City of Pensacola



Memorandum

File #: 2020-56 City Council 11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-56 - FY 2021 ENCUMBRANCE CARRYOVER BUDGET RESOLUTION

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2020-56.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

After the beginning of each fiscal year, a supplemental budget resolution is brought to the City Council for consideration. This resolution includes appropriations for the following:

- FY 2020 encumbered purchase order balances
 - Appropriations are carried forward to the new fiscal year for purchase orders issued by September 30, 2020, for which final payment had not been made.
- Appropriation of fund balance

In most funds, fund balance is appropriated to cover encumbrances carried forward.

- Increase in estimated revenues
 - In some funds, mostly related to various grants, estimated revenues are increased to balance the encumbered purchase order balances.

Additional resolutions to carry forward FY 2020 funding for items that were not encumbered and the encumbered purchase order balances <u>net of contracts payable</u> will be brought forward for City Council's approval on separate resolutions at the December 2020 City Council meeting.

PRIOR ACTION:

File #: 2020-56 City Council 11/12/2020

September 23, 2020 - City Council formally adopted a beginning FY 2021 Budget on Budget Resolution No. 2020-43.

FUNDING:

N/A

FINANCIAL IMPACT:

All appropriations of City funds in the carryover budget resolution are covered by either an appropriation of fund balance or an increase in estimated revenues. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2021.

CITY ATTORNEY REVIEW: Yes

10/26/2020

STAFF CONTACT:

Keith Wilkins, City Administrator Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2020-56
- 2) Supplemental Budget Explanation No. 2020-56

PRESENTATION: No

RESOLUTION NO. 2020-56

A RESOLUTION TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

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

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

| A. GENERAL FUND | | | |
|----------------------|-------------------------|-----------------------------|------------|
| | Fund Balance | | 807,432 |
| As Reads: Amended | State | Reimbursements | 100,000 |
| To Read: | State | Reimbursements | 312,469 |
| To: | Purchase Orders Payable | | 1,019,901 |
| | B. S | SPECIAL GRANTS FUND | |
| As Reads: Amended | Feder | ral Grants | 182,900 |
| To Read: | Feder | ral Grants | 435,267 |
| To: | Purchase Orders Payable | | 252,367 |
| | C. COMMUNITY D | EVELOPMENT BLOCK GRANT FUND | |
| As Reads: Amended | Feder | ral Grants | 1,137,800 |
| To Read: | Feder | ral Grants | 1,183,991 |
| To: | Purchase Orders Payable | | 46,191 |
| | D. COMMUI | NITY REDEVELOPMENT FUND | |
| | Fund Balance | | 182,566 |
| To: | Purchase Orders Payable | | 182,566 |
| | E. STO | RMWATER UTILITY FUND | |
| | Fund Balance | | 38,464 |
| To: | Purchase Orders Payable | | 38,464 |
| | F. SECTION | 8 HOUSING ASSISTANCE FUND | |
| | Fund Balance | | 11,060 |
| To: | Purchase Orders Payable | | 11,060 |
| | G. NA | ATURAL DISASTER FUND | |
| To: | Federal Grants | | 10,502,258 |
| To: | Purchase Orders Payable | | 10,502,258 |

H. GOLF COURSE FUND

| | II. GOLF COOKSE FOND | |
|----------|--|-----------|
| | Fund Balance | 17,162 |
| To: | Purchase Orders Payable | 17,162 |
| | I. INSPECTIONS FUND | |
| | Fund Balance | 39,252 |
| To: | Purchase Orders Payable | 39,252 |
| | J. WESTSIDE TIF FUND Fund Balance | 20,000 |
| _ | | 20,000 |
| То: | Purchase Orders Payable | 20,000 |
| | K. RECREATION FUND | 07.407 |
| | Fund Balance | 27,167 |
| To: | Purchase Orders Payable | 27,167 |
| | L. COMMUNITY MARITIME PARK MANAGEMENTS SERVICES FUND Fund Balance | 40 105 |
| T | | 49,195 |
| То: | Purchase Orders Payable | 49,195 |
| | M. LOCAL OPTION SALES TAX FUND Fund Balance | 3,970,049 |
| То: | Purchase Orders Payable | 3,970,049 |
| 10. | N. CRA SERIES 2017 PROJECT FUND | 3,970,049 |
| | Fund Balance | 3,795,876 |
| To: | Purchase Orders Payable | 3,795,876 |
| | O. CRA SERIES 2019 PROJECT FUND | -,,- |
| | Fund Balance | 237,395 |
| To: | Purchase Orders Payable | 237,395 |
| | P. LOST SERIES 2017 PROJECT FUND | |
| | Fund Balance | 1,961,875 |
| To: | Purchase Orders Payable | 1,961,875 |
| | Q. STORMWATER CAPITAL PROJECTS FUND | |
| | Fund Balance | 906,745 |
| To: | Purchase Orders Payable | 906,745 |
| | R. GAS UTILITY FUND | |
| | Fund Balance | 1,456,481 |
| To: | Purchase Orders Payable | 1,456,481 |
| | S. SANITATION FUND | |
| | Fund Balance | 355,711 |
| То: | Purchase Orders Payable | 355,711 |
| | | |

T. PORT FUND

| | Fund Balance | | | 123,368 |
|---|-----------------------|-------------------------------|------------------------------|-----------------|
| To: | State Grants | | | 140,906 |
| То: | Federal Grants | | | 128,937 |
| То: | Purchase Orders Paya | able | | 393,211 |
| | | U. AIRPORT FUND |) | |
| | Fund Balance | | | 4,086,173 |
| То: | Private Grants | | | 1,873,040 |
| То: | Transfer in From Loca | l Option Sales Tax | | 1,873,040 |
| As Reads: Amended | | Federal Grants | | 3,600,000 |
| To Read: | | Federal Grants | | 10,182,378 |
| As Reads: Amended | | State Grants | | 1,000,000 |
| To Read: | | State Grants | | 1,084,600 |
| To: | Purchase Orders Paya | able | | 14,499,231 |
| | | V. CENTRAL SERVICES | FUND | |
| As Reads: Amended | | Charges for Services - Ga | arage | 1,869,600 |
| To Read: | | arage | 1,875,013 | |
| As Reads: Amended | | Charges for Services - Te | chnology Resources | 2,953,400 |
| To Read: | | Charges for Services - Te | chnology Resources | 3,055,444 |
| То: | Purchase Orders Paya | able | | 107,457 |
| SE extent of sucl | | ns or parts of resolutions in | conflict herewith are hereby | repealed to the |
| 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 | | _ | | |

| FUND | AMOUNT | DESCRIPTION |
|---|-----------|--|
| A. GENERAL FUND | | |
| State Reimbursements | 212,469 | Increase estimated revenues for State Riembursements |
| Sub-Total Estimated Revenues | 212,469 | |
| Fund Balance | 807,432 | Increase appropriated fund balance. |
| Total Estimated Revenues and Fund Balance | 1,019,901 | |
| Appropriations | | |
| Purchase Orders Payable | 1,019,901 | Carryover - encumbrances outstanding at 9/30/20 |
| B. SPECIAL GRANTS FUND | | |
| Estimated Revenues | | |
| Federal Grants | 252,367 | Increase estimated revenues for Federal Grants |
| Total Estimated Revenues | 252,367 | |
| Appropriations | | |
| Purchase Orders Payable | 252,367 | Carryover - encumbrances outstanding at 9/30/20 |
| C. COMMUNITY DEVELOPMENT BLOCK GRANT FUND |) | |
| Federal Grants | 46,191 | Increase estimated revenue from Federal Grants |
| Total Estimated Revenues | 46,191 | |
| Appropriations | | |
| Purchase Orders Payable | 46,191 | Carryover - encumbrances outstanding at 9/30/20 |
| r distilace statis i ayabis | 10,101 | Carryovor oncambrances catetariaing at 6/06/20 |
| D. COMMUNITY REDEVELOPMENT FUND | | |
| Fund Balance | 182,566 | Increase appropriated fund balance. |
| Appropriations | | |
| Purchase Orders Payable | 182,566 | Carryover - encumbrances outstanding at 9/30/20 |
| - · · · · · · · · · · · · · · · · · · · | | , |

| FUND | AMOUNT | DESCRIPTION |
|---|--------------------------|---|
| E. STORMWATER UTILITY FUND Fund Balance | 38,464 | Increase appropriated fund balance. |
| Appropriations Purchase Orders Payable | 38,464 | Carryover - encumbrances outstanding at 9/30/20 |
| F. SECTION 8 HOUSING ASSISTANCE FUND Fund Balance | 11,060 | Increase appropriated fund balance. |
| Appropriations Purchase Orders Payable | 11,060 | Carryover - encumbrances outstanding at 9/30/20 |
| G. NATURAL DISASTER FUND Estimated Revenues Federal Grants Total Estimated Revenues | 10,502,258 10,502,258 | Appropriate estimated revenues for Federal Grants |
| Appropriations Purchase Orders Payable | 10,502,258 | Carryover - encumbrances outstanding at 9/30/20 |
| H. GOLF COURSE FUND Fund Balance | 17,162 | Increase appropriated fund balance. |
| Appropriations Purchase Orders Payable | 17,162 | Carryover - encumbrances outstanding at 9/30/20 |
| I. INSPECTIONS FUND Fund Balance | 39,252 | Increase appropriated fund balance. |
| Appropriations Purchase Orders Payable | 39,252 | Carryover - encumbrances outstanding at 9/30/20 |

| FUND | AMOUNT | DESCRIPTION |
|---|-----------|---|
| J. WESTSIDE TIF FUND Fund Balance | 20,000 | Increase appropriated fund balance. |
| Appropriations Purchase Orders Payable | 20,000 | Carryover - encumbrances outstanding at 9/30/20 |
| K. RECREATION FUND Fund Balance | 27,167 | Increase appropriated fund balance. |
| Appropriations Purchase Orders Payable | 27,167 | Carryover - encumbrances outstanding at 9/30/20 |
| L. COMMUNITY MARITIME PARK MGT SVCS FUND Fund Balance | 49,195 | Increase appropriated fund balance. |
| Appropriations Purchase Orders Payable | 49,195 | Carryover - encumbrances outstanding at 9/30/20 |
| M. LOCAL OPTION SALES TAX FUND Fund Balance | 3,970,049 | Increase appropriated fund balance. |
| Appropriations Purchase Orders Payable | 3,970,049 | Carryover - encumbrances outstanding at 9/30/20 |
| N. CRA SERIES 2017 PROJECT FUND Fund Balance | 3,795,876 | Increase appropriated fund balance. |
| Appropriations Purchase Orders Payable | 3,795,876 | Carryover - encumbrances outstanding at 9/30/20 |

| FUND | AMOUNT | DESCRIPTION |
|--|-----------|---|
| O. CRA SERIES 2019 PROJECT FUND Fund Balance | 237,395 | Increase appropriated fund balance. |
| Appropriations Purchase Orders Payable | 237,395 | Carryover - encumbrances outstanding at 9/30/20 |
| P. LOST SERIES 2017 PROJECT FUND Fund Balance | 1,961,875 | Increase appropriated fund balance. |
| Appropriations Purchase Orders Payable | 1,961,875 | Carryover - encumbrances outstanding at 9/30/20 |
| Q. STORMWATER CAPITAL PROJECTS FUND Fund Balance | 906,745 | Increase appropriated fund balance. |
| Appropriations Purchase Orders Payable | 906,745 | Carryover - encumbrances outstanding at 9/30/20 |
| R. GAS UTILITY FUND Fund Balance | 1,456,481 | Increase appropriated fund balance. |
| Appropriations Purchase Orders Payable | 1,456,481 | Carryover - encumbrances outstanding at 9/30/20 |
| S. SANITATION FUND Fund Balance | 355,711 | Increase appropriated fund balance. |
| Appropriations Purchase Orders Payable | 355,711 | Carryover - encumbrances outstanding at 9/30/20 |

| Estimated Revenues State Grants Total Estimated Revenues and Fund Balance Total Estimated Revenues Total Estimated Revenues Federal Grants State Grants State Grants State Grants State Grants Total Estimated Revenues and Fund Balance Total Estimated Revenues Total Estimated Revenues and Fund Balance Total Estimated Revenues Total Estimated Revenues and Fund Balance Total Estimated Revenues | FUND | AMOUNT | DESCRIPTION |
|--|---|------------|---|
| State Grants Total Estimated Revenues Fund Balance Total Estimated Revenues and Fund Balance Total Estimated Revenues and Fund Balance Total Estimated Revenues and Fund Balance Appropriations Purchase Orders Payable 393,211 Carryover - encumbrances outstanding at 9/30/20 U. AIRPORT FUND Estimated Revenues Federal Grants State Grants State Grants 1,873,040 Frivate Grants 1,873,040 Total Estimated Revenues Fund Balance 10,413,058 Fund Balance Total Estimated Revenues and Fund Balance Appropriations Furchase Orders Payable 10,413,058 Fund Balance Total Estimated Revenues and Fund Balance Appropriations Furchase Orders Payable 14,499,231 Appropriate funding from Transfer in From Local Option Sales Tax Increase estimated revenues for State Grants Appropriate Funding From Private Grants Appropriate funding from Transfer in From Local Option Sales Tax Appropriate funding from Transfer in From Local Option Sales Tax Increase appropriated fund balance. Appropriations Carryover - encumbrances outstanding at 9/30/20 V. CENTRAL SERVICES FUND Estimated Revenues Charges for Services - Garage Charges for Services - Garage Charges for Services - Technology Resources Total Estimated Revenues Appropriations Appropriations Functional Estimated revenues for Charges For Services - Technology Resources Increase estimated revenues for Charges For Services - Technology Resources Increase estimated revenues for Charges For Services - Technology Resources Increase estimated revenues for Charges For Services - Technology Resources Increase estimated revenues for Charges For Services - Technology Resources Increase estimated revenues for Charges For Services - Technology Resources Increase estimated revenues for Charges For Services - Technology Resources Increase estimated revenues for Charges For Services - Technology Resources Increase estimated revenues for Charges For Services - Techn | T. PORT FUND | | |
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| Appropriations Purchase Orders Payable 393,211 Appropriations Purchase Orders Payable 393,211 Carryover - encumbrances outstanding at 9/30/20 U. AIRPORT FUND Estimated Revenues Federal Grants State Grants State Grants Private Grants 1,873,040 Transfer In From Local Option Sales Tax Fund Total Estimated Revenues Total Estimated Revenues and Fund Balance Appropriations Purchase Orders Payable V. CENTRAL SERVICES FUND Estimated Revenues Charges for Services - Garage Charges for Services - Technology Resources Total Estimated Revenues Charges for Services - Technology Resources Total Estimated Revenues Charges for Services - Technology Resources Total Estimated Revenues Total Estimated Revenues Charges for Services - Technology Resources Total Estimated Revenues Total Estimated Revenues Charges for Services - Technology Resources Total Estimated Revenues Total Estimated Revenues Charges for Services - Technology Resources Total Estimated Revenues Total Estimated Revenues Charges for Services - Technology Resources Total Estimated Revenues Total Estimated Revenues Charges for Services - Technology Resources Total Estimated Revenues Total Estimated Revenu | Total Estimated Revenues | 269,843 | |
| Appropriations Purchase Orders Payable U. AIRPORT FUND Estimated Revenues Federal Grants State Grants Private Grants Transfer In From Local Option Sales Tax Fund Total Estimated Revenues Fund Balance Total Estimated Revenues and Fund Balance Appropriations Purchase Orders Payable V. CENTRAL SERVICES FUND Estimated Revenues Charges for Services - Garage Charges for Services - Technology Resources Total Estimated Revenues Total Estimated Revenues Charges for Services - Technology Resources Total Estimated Revenues Total Estimated Revenues Charges for Services - Technology Resources Total Estimated Revenues Total Estimated Revenues Total Estimated Revenues Charges for Services - Technology Resources Total Estimated Revenues Total Estimated Revenues Total Estimated Revenues Charges for Services - Technology Resources Total Estimated Revenues Total Esti | | | Increase appropriated fund balance. |
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| Federal Grants State Grants State Grants Private Grants 1,873,040 Appropriate Funding From Private Grants Transfer In From Local Option Sales Tax Fund Total Estimated Revenues Total Estimated Revenues and Fund Balance Appropriations Purchase Orders Payable Estimated Revenues Charges for Services - Garage Charges for Services - Technology Resources Total Estimated Revenues Appropriations Charges for Services - Technology Resources Total Estimated Revenues Appropriations Charges for Services - Technology Resources Total Estimated Revenues Appropriations Appropriate Funding From Private Grants Appropriat | U. AIRPORT FUND | | |
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| Transfer In From Local Option Sales Tax Fund Total Estimated Revenues Fund Balance Total Estimated Revenues and Fund Balance Appropriations Purchase Orders Payable V. CENTRAL SERVICES FUND Estimated Revenues Charges for Services - Garage Charges for Services - Technology Resources Total Estimated Revenues Charges for Services - Technology Resources Total Estimated Revenues Appropriations Appropriations Appropriations Appropriate funding from Transfer in From Local Option Sales Tax Appropriate funding from Transfer in From Local Option Sales Tax Appropriate funding from Transfer in From Local Option Sales Tax Appropriate funding from Transfer in From Local Option Sales Tax Appropriate funding from Transfer in From Local Option Sales Tax Appropriate funding from Transfer in From Local Option Sales Tax Appropriate funding from Transfer in From Local Option Sales Tax Appropriate funding from Transfer in From Local Option Sales Tax Appropriate funding from Transfer in From Local Option Sales Tax Appropriate funding from Transfer in From Local Option Sales Tax Appropriate funding from Transfer in From Local Option Sales Tax Appropriate funding from Transfer in From Local Option Sales Tax Appropriate funding from Transfer in From Local Option Sales Tax Appropriate funding from Transfer in From Local Option Sales Tax Appropriate funding from Transfer in From Local Option Sales Tax Appropriate funding from Transfer in From Local Option Sales Tax Appropriate funding from Transfer in From Local Option Sales Tax Appropriate funding from Transfer in From Local Option Sales Tax Appropriate funding from Transfer in From Local Option Sales Tax Appropriate funding from Transfer in From Local Option Sales Tax Appropriations | State Grants | 84,600 | |
| Total Estimated Revenues Fund Balance Total Estimated Revenues and Fund Balance Total Estimated Revenues and Fund Balance Appropriations Purchase Orders Payable V. CENTRAL SERVICES FUND Estimated Revenues Charges for Services - Garage Charges for Services - Technology Resources Total Estimated Revenues Appropriations Appropriations Appropriations Appropriations Total Estimated Revenues Total Estimated Revenues Appropriations Total Estimated Revenues Total Est | Private Grants | 1,873,040 | Appropriate Funding From Private Grants |
| Fund Balance Total Estimated Revenues and Fund Balance Appropriations Purchase Orders Payable V. CENTRAL SERVICES FUND Estimated Revenues Charges for Services - Garage Charges for Services - Technology Resources Total Estimated Revenues Appropriations Appropriations Appropriations Increase appropriated fund balance. Language fund balance. Carryover - encumbrances outstanding at 9/30/20 Increase estimated revenues for Charges For Services - Garage Increase estimated revenues for Charges For Services - Technology Resources 102,044 Increase estimated revenues for Charges For Services - Technology Resources 107,457 Appropriations | • | 1,873,040 | Appropriate funding from Transfer in From Local Option Sales Tax |
| Total Estimated Revenues and Fund Balance Appropriations Purchase Orders Payable V. CENTRAL SERVICES FUND Estimated Revenues Charges for Services - Garage Charges for Services - Technology Resources Total Estimated Revenues Appropriations Carryover - encumbrances outstanding at 9/30/20 Increase estimated revenues for Charges For Services - Garage Increase estimated revenues for Charges For Services - Technology Resources 102,044 Increase estimated revenues for Charges For Services - Technology Resources 107,457 Appropriations | | | |
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| Purchase Orders Payable V. CENTRAL SERVICES FUND Estimated Revenues Charges for Services - Garage Charges for Services - Technology Resources Total Estimated Revenues Appropriations Carryover - encumbrances outstanding at 9/30/20 Increase estimated revenues for Charges For Services - Garage Increase estimated revenues for Charges For Services - Technology Resources 102,044 Increase estimated revenues for Charges For Services - Technology Resources 107,457 Appropriations | Total Estimated Revenues and Fund Balance | 14,499,231 | |
| V. CENTRAL SERVICES FUND Estimated Revenues Charges for Services - Garage Charges for Services - Technology Resources Total Estimated Revenues Appropriations Increase estimated revenues for Charges For Services - Garage Increase estimated revenues for Charges For Services - Technology Resources 102,044 Increase estimated revenues for Charges For Services - Technology Resources 107,457 | Appropriations | | |
| Estimated Revenues Charges for Services - Garage Charges for Services - Technology Resources Total Estimated Revenues Appropriations 5,413 Increase estimated revenues for Charges For Services - Garage Increase estimated revenues for Charges For Services - Technology Resources 102,044 Increase estimated revenues for Charges For Services - Technology Resources | Purchase Orders Payable | 14,499,231 | Carryover - encumbrances outstanding at 9/30/20 |
| Charges for Services - Garage Charges for Services - Technology Resources Total Estimated Revenues Total Estimated Revenu | V. CENTRAL SERVICES FUND | | |
| Charges for Services - Technology Resources Total Estimated Revenues 102,044 Increase estimated revenues for Charges For Services - Technology Resources 107,457 Appropriations | Estimated Revenues | | |
| Total Estimated Revenues 107,457 Appropriations | Charges for Services - Garage | 5,413 | Increase estimated revenues for Charges For Services - Garage |
| Appropriations | Charges for Services - Technology Resources | 102,044 | Increase estimated revenues for Charges For Services - Technology Resources |
| | Total Estimated Revenues | 107,457 | |
| Purchase Orders Payable 107,457 Carryover - encumbrances outstanding at 9/30/20 | Appropriations | | |
| | Purchase Orders Payable | 107,457 | Carryover - encumbrances outstanding at 9/30/20 |

City of Pensacola



Memorandum

File #: 48-20 City Council 11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 48-20 - CREATING SECTION 6-3-21 OF THE CODE OF THE CITY OF PENSACOLA, RELATED TO RESTRICTING DEVELOPMENT AT HITZMAN-OPTIMIST PARK

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 48-20 on first reading:

AN ORDINANCE CREATING SECTION 6-3-21 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; RESTRICTING DEVELOPMENT AT HITZMAN-OPTIMIST PARK; PROVIDING DEFINITIONS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

Hitzman-Optimist Park (the "Park"), located at 3221 Langley Avenue, is a City-owned and maintained recreational facility that is open for public use and is accessible for people of all ages and abilities, with amenities not limited to but including athletic fields, restroom facilities, playground equipment, a disc golf course, and a walking path.

The City of Pensacola is committed to providing privacy and enjoyment to neighbors at the Park by means of natural foliage and ensuring protection to the existing wooded areas of the park.

In 2019, Parks and Recreation staff met with the Scenic Heights Neighborhood Association concerning improvements, including soccer fields, to Hitzman-Optimist Park. One of their concerns was the possible future development of the park's remaining wooded area in the form of additional sports fields and parking. The association expressed a desire to preserve Hitzman-Optimist Park's value to the City of Pensacola and its citizens, as well as to continue to provide privacy and natural beauty to neighbors. The ordinance will prevent the wooded area from being disturbed by construction, adding value to the Park as well as providing privacy and natural beauty as requested by the association.

PRIOR ACTION:

April 23, 2020 - City Council was presented with Resolution 2020-13 for approval. Upon discussing the item, it was determined that while the intent was there, it lacked enforceability and needed stronger language. The City Council found it appropriate to restrict future development of the remaining wooded area of the park. The item was withdrawn in favor of being written in the form of an ordinance.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

CITY ATTORNEY REVIEW: Yes

10/27/2020

STAFF CONTACT:

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

ATTACHMENTS:

- 1) REVISED Proposed Ordinance No. 48-20 clean version
- 2) REVISED Proposed Ordinance No. 48-20 strike through and underline version
- 3) Original Draft Proposed Ordinance No. 48-20
- 4) Exhibit A

PRESENTATION: No

| PROPOSED ORDINANCE NO. 48-20 |
|------------------------------|
| ORDINANCE NO |
| AN ORDINANCE |

TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 6-3-21 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; RESTRICTING DEVELOPMENT AT HITZMAN-OPTIMIST PARK; PROVIDING DEFINITIONS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hitzman-Optimist Park (the "Park"), located at 3221 Langley Avenue, is a city owned and maintained recreational facility that is open for public use and is accessible for people for all ages and abilities, with amenities not limited to but including athletic fields, restroom facilities, playground equipment, a disc golf course, and a walking path; and

WHEREAS, the City of Pensacola is committed to providing privacy and enjoyment to neighbors of the Park by means of natural foliage and ensuring protection to the existing wooded areas of the Park; and

WHEREAS, the City Council and City of Pensacola finds that it is in the public interest to endorse a limitation declaration that will prohibit the future development of parking lots, playing fields, or other improvements in the currently wooded area of the Park, once the current park renovations are complete.

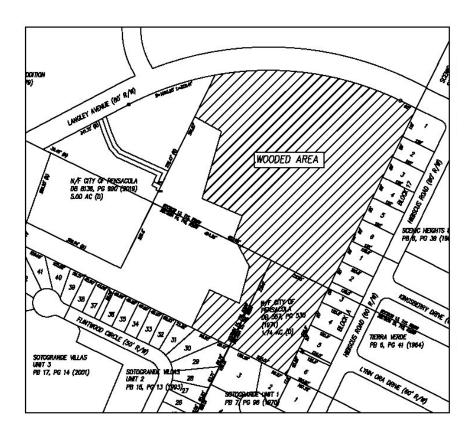
NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 6-3-21 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

SECTION 6-3-21. Hitzman-Optimist Park Development.

1. Definitions.

(a) wooded area means the shaded area designated as "wooded area" in the following illustration:



(b) park means the parcels comprising Hitzman-Optimist Park.

2. Restrictions on the wooded area.

There shall be no encroachment into the wooded area created by the construction of additional athletic fields or other development within the park. Maintenance within the park will continue to include upkeep of the foliage within the wooded area in order to ensure safety preparedness by removal of harmful underbrush or dead trees and limbs for the general safety of the public and in preparation for or as a result of natural emergencies such as hurricanes and fires.

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. 48-20 |
|---------------------------------|
| ORDINANCE NO |
| AN ORDINANCE TO BE ENTITLED: |

AN ORDINANCE CREATING SECTION 6-3-21 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING THE INTENT; RESTRICTING DEVELOPMENT AT HITZMAN-OPTIMIST PARK; PROVIDING FOR DEFINITIONS; PROVIDING RESTRICTIONS ON THE WOODED AREA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hitzman-Optimist Park (the "Park"), located at 3221 Langley Avenue, is a city owned and maintained recreational facility that is open for public use and is accessible for people for all ages and abilities, with amenities not limited to but including athletic fields, restroom facilities, playground equipment, a disc golf course, and a walking path; and

WHEREAS, the City of Pensacola is committed to providing privacy and enjoyment to neighbors of the Park by means of natural foliage and ensuring protection to the existing wooded areas of the Park; and

WHEREAS, the City Council and City of Pensacola finds that it is in the public interest to endorse a limitation declaration that will prohibit the future development of parking lots, and/or playing fields, or other improvements in the currently wooded areas of the Park, once the current park renovations are complete.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 6-3-21 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

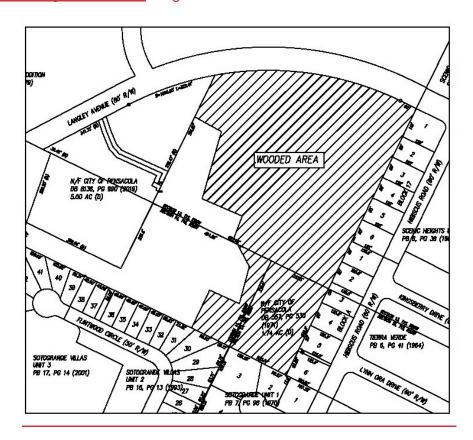
SECTION 6-3-21. Hitzman-Optimist Park Development.

1. Intent.

In order to preserve Hitzman-Optimist Park's value to the City of Pensacola and its citizens, as well as to continue to provide privacy and natural beauty to neighbors, the city council finds it is appropriate to restrict future development of the currently wooded areas of the park.

21. Definitions.

(a) wooded area means the shaded area designated as "wooded area" in the following illustration: image attached to this ordinance as Exhibit "A."



(b) The "park" means the parcels comprising Hitzman-Optimist Park.

23. Restrictions on the wooded area.

There shall be no encroachment into the wooded area created by the construction of additional athletic fields or other development within the park. Maintenance within the park will continue to include upkeep of the foliage within the wooded area in order to ensure safety preparedness by removal of harmful underbrush or dead trees and limbs for the general safety of the public and in preparation for or as a result of natural emergencies such as hurricanes and fires.

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.

| | Adopted: |
|------------|------------------------------------|
| Attest: | Approved:President of City Council |
| City Clerk | |

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.

PROPOSED ORDINANCE NO. 48-20

ORDINANCE NO. _____

AN ORDINANCE TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 6-3-21 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING THE INTENT; PROVIDING FOR DEFINITIONS; PROVIDING RESTRICTIONS ON THE WOODED AREA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hitzman-Optimist Park (the "Park"), located at 3221 Langley Avenue, is a city owned and maintained recreational facility that is open for public use and is accessible for people for all ages and abilities, with amenities not limited to but including athletic fields, restroom facilities, playground equipment, a disc golf course, and a walking path; and

WHEREAS, the City of Pensacola is committed to providing privacy and enjoyment to neighbors of the Park by means of natural foliage and ensuring protection to the existing wooded areas of the Park; and

WHEREAS, the City Council and City of Pensacola finds that it is in the public interest to endorse a limitation declaration that will prohibit the future development of parking lots and/or playing fields in the currently wooded areas of the Park, once the current park renovations are complete.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 6-3-21 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

1. Intent.

In order to preserve Hitzman-Optimist Park's value to the City of Pensacola and its citizens, as well as to continue to provide privacy and natural beauty to neighbors, the city council finds it is appropriate to restrict future development of the currently wooded areas of the park.

2. Definitions.

(a) wooded area means the shaded area designated as "wooded area" in the image attached to this ordinance as Exhibit "A."

- (b) The "park" means the parcels comprising Hitzman-Optimist Park.
- 3. Restrictions on the wooded area.

There shall be no encroachment into the wooded area created by the construction of additional athletic fields or other development within the park. Maintenance within the park will continue to include upkeep of the foliage within the wooded area in order to ensure safety preparedness by removal of harmful underbrush or dead trees and limbs for the general safety of the public and in preparation for or as a result of natural emergencies such as hurricanes and fires.

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: |
|------------|------------------------------------|
| Attest: | Approved:President of City Council |
| City Clerk | |
| City Cierk | |



SKETCH OF DESCRIPTION

A PORTION OF SECTIONS 13, 14 & 15, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA

LEGEND

810Ch

SCENIC HEIGHTS L PB/6, PG 39 (196

5

TIERRA VERDE

PB 6, PG 41 (1964)

LYMN ORA DRIVE (60° R/M)

WOODED AREA, A PORTION OF HITZMAN OPTMIST PARK

OCTOBER 8, 2020

R/W RIGHT-OF-WAY

REPUTED OWNER: CITY OF PENSACOLA 222 WEST MAIN STREET PENSACOLA, FLORIDA

THIS SKETCH IS NOT A SURVEY

40%

WOODED AREA

UNIT 3

41

DDITION

30.46'(0)

LANGLEY AVENUE (80' R/W)

N/F CITY OF RENSACOLA

DB 8136, PG 990 (2019)

FLIN TWOOD CIRCLE (50' R/W)

29

SOTOGRANDE UNIT 1 PB 7, PG 96 (1970)

28

SOTOGRANDE VILLAS

PB 15, PG/13 (1993)₂₇

UNIT 2

5.00 AC (D)

38

SOTOGRANDE VILLAS

PB 17, PG 14 (2001)

79)

City of Pensacola



Memorandum

File #: 20-00619 City Council 11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AMENDMENT NO. 1 TO CONSTRUCTION MANAGER AT RISK CONTRACT BETWEEN CITY AND BRASFIELD & GORRIE, LLC (THE 'GMP AMENDMENT') FOR HANGAR 2 OF PROJECT TITAN/MRO CAMPUS AT PENSACOLA INTERNATIONAL AIRPORT

RECOMMENDATION:

That City Council authorize the Mayor to execute Amendment No. 1 (the "GMP Amendment") to the Construction Manager at Risk Contract ("CMAR Contract") between the City and Brasfield & Gorrie, LLC which provides for the construction of MRO Hangar 2 (including appurtenant aprons, taxiways, and parking facilities) of Project Titan with a Guaranteed Maximum Price ("GMP") not to exceed \$51,642,000, plus a project contingency not to exceed \$1,125,000, as further described below. Further, that City Council authorize the Mayor to take all actions necessary related to the finalization, execution, and performance of the GMP Amendment by the City, including but not limited to the approval of amendments, modifications, budgets, plans and specifications, cost estimates and breakdowns, and schedules; provided that the total cost of Project Titan shall not exceed the amount of committed funds, currently \$210,125,000.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Project Titan at Pensacola International Airport is the continuation of the development of a commercial aircraft maintenance, repair, and overhaul ("MRO") campus at Pensacola International Airport that began with the occupancy of MRO Hangar 1 by VT MAE in the summer of 2018. Project Titan consists of the construction of three (3) additional MRO Hangars, including warehouses/support services centers and an administrative office facility, all of which will be leased to VT MAE under the Master Lease Agreement previously approved by City Council. Brasfield & Gorrie, LLC ("B&G") was selected as the Construction Manager at Risk to build MRO Hangar 2 of Project Titan, and, pursuant to the City Council's previous approval, the City has entered into the Construction Manager at Risk Contract (the "CMAR Contract") with B&G for MRO Hangar 2. The CMAR Contract provides that upon completion of design, the parties will enter into an amendment to the CMAR Contract setting forth the Guaranteed Maximum Price ("GMP") for which B&G will build MRO Hangar 2, which is the GMP Amendment attached to this Memorandum. This GMP Amendment provides that B&G will build MRO Hangar 2 for a Guaranteed Maximum Price not to exceed \$51,642,000 and provides for related items that the CMAR Contract requires to be memorialized in a contract amendment. The GMP will

not increase unless the parties all agree to decreased expenditures for the remainder of Project Titan so that the total cost of Project Titan shall not exceed the amount of committed funds, currently \$210,125,000. This action provides the Mayor with the authority and flexibility to accommodate changes to MRO Hangar 2 so long as the total cost of Project Titan remains within amount of the committed funds.

This action is recommended now, prior to 95% completion of the design work and receipt of final pricing, in furtherance of the recent concurrence between the City and VT MAE on November 4, 2020, towards the commencement of construction of Hangar 2 and the full development of Project Titan. To date, significant progress has been made regarding the design and development of Hangar 2 and the concept development of Hangars 3 and 4, including warehouses/support services center and the administrative office facility. For Hangar 2, plans and specifications have been completed to the level of 60% design, appropriate value engineering has been undertaken, and the estimated cost of construction has been aligned with the budget. On that basis, the parties have agreed on the scope and proposed budget for Hangar 2, as noted above. Also, concept plans for the balance of Project Titan (Hangars 3 and 4, including warehouses/support services center, and administrative office) have been developed, and based on such plans, scope and estimated cost of construction has been determined to be within the total remaining funds available.

Time is of the essence with regard to the development of Hangar 2 and Project Titan. Unique to northwest Florida, the massive rebuilding associated with the natural disasters of Hurricane Michael and Sally alone have created significant competition for labor and materials. Further, major construction projects such as the Baptist Hospital campus, the 3-mile bridge project, and Tyndall AFB all impact this project. Consequently, it will be necessary to secure favorable pricing and commitments timely and efficiently.

In connection with Hangars 3, 4, and the Administrative Office Facility, the project delivery approach is expected to be a "Design/Build" methodology. The City will need to engage the professional services of a Project Manager and also will need to retain a Design-Builder. In each instance, the City will conduct an RFQ and/or RFP process, and each professional will be selected by an independent review panel in a competitive process. Both contracts will be presented to City Council for approval at the appropriate time.

PRIOR ACTION:

November 14, 2017 - The City and VT MAE executed a nonbinding Memorandum of Understanding for the development of Project Titan.

March 8, 2018 - City Council authorized the Mayor to accept and execute the Florida Department of Economic Development Grant Agreement G0009 in the amount of \$4,000,000 to pay part of the cost of Project Titan.

September 13, 2018 - City Council authorized the Mayor to accept and execute the State of Florida Department of Public Transportation Grant Agreement Financial Project 441494-2-94-01in the amount of \$3,000,000 to pay part of the cost of Project Titan.

September 13, 2018 - City Council committed funding in the amount of \$10,000,000 from Local Option Sales Tax Series IV to pay part of the cost of Project Titan.

November 8, 2018 - City Council authorized the Mayor to execute the First Amended Interlocal Agreement between the City and Escambia County, providing for County funding of Project Titan in the amount of \$10,000.000.

February 6, 2019 - City Council committed funding in the additional amount of \$5,000,000 from Local Option Sales Tax Series IV to pay part of the cost of Project Titan, thereby increasing the City's total commitment to Project Titan to \$15,000,000.

February 6, 2019 - City Council authorized the Mayor to execute the Second Amended Interlocal Agreement between the City and Escambia County, providing for County funding of Project Titan in the additional amount of \$5,000.000, thereby increasing the County's total commitment to Project Titan to \$15,000,000.

March 28, 2019 - City Council authorized the Mayor to accept and execute Grant Award Agreement with Triumph Gulf Coast, Inc. in the amount of \$66,000,000 to pay part of the cost of Project Titan.

March 28, 2019 - City Council authorized the Mayor to accept and execute the Master Lease of Real Property to VT MAE for Project Titan.

March 28, 2019 - City Council authorized the Mayor to accept and execute the Project Development Agreement with VT MAE for Project Titan.

March 28, 2019 - City Council authorized the Mayor to accept and execute the Florida Department of Economic Development Grant Agreement G0050 in the amount of \$10,000,000 to pay part of the cost of Project Titan.

April 29, 2019 - VT MAE deposited \$35,000,000 in escrow for funding of Project Titan.

August 8, 2019 - City Council authorized the Mayor to accept and execute Financial Award No. 04-79 -07378 from the U.S. Department of Commerce, Economic Development Administration, in the amount of \$12,250,000 to pay part of the cost of Project Titan.

August 8, 2019- City Council authorized the Mayor to accept and execute an amendment to State of Florida Department of Public Transportation Grant Agreement Financial Project 441494-2-94-01in the amount of \$8,000,000 to pay part of the cost of Project Titan.

January 16, 2020 - City Council approved the selection of Brasfield & Gorrie, LLC, as construction manager at risk and authorized the Mayor to execute the Construction Manager at Risk Contract between the City and Brasfield & Gorrie, LLC.

March 26, 2020 - City Council authorized the Mayor to accept and execute Florida Department of Economic Development Grant Agreement G0069 in the amount of \$4,875,000 to pay part of the cost of Project Titan.

July 16, 2020 - City Council authorized the Mayor to accept and execute an amendment to State of Florida Department of Public Transportation Grant Agreement Financial Project 441494-2-94-01in the amount of \$34,000,000 to pay part of the cost of Project Titan.

FUNDING:

Budget: \$66,000,000 Triumph Gulf Coast

\$ 45,000,000 FDOT \$ 35,000,000 VT MAE \$ 15,000,000 City \$ 15,000,000 County

\$ 18,875,000 Governor's Job Growth Fund

\$ 12,250,000 U.S. Economic Development Agency

\$ 3,000,000 \$210,125,000 Florida Legislature TOTAL FUNDING

Actual:

| Project Titan Budget | | | | |
|---------------------------------|-----------------|---|--|--|
| E | lements 1 and 2 | 2 | | |
| Pensacola International Airport | | | | |
| 4-Nov-20 | | | | |
| | | | | |

| Project Element | | Initial Project Budget | | ice Building eallocation | Warehouse Budget Reallocation to SSC's | Adjusted Project Budget | |
|-------------------------------------|---|---|----------|-----------------------------|---|----------------------------|-------------|
| | | | | | | | |
| Hangar 2 | | | | | | | |
| Plan/Specification & Soft Costs | 9 | ., | | | | \$ | 7,196,000 |
| City Hangar 2 Contingency Funds | | 1,125,000 | | | | | 1,125,000 |
| Construction Costs | | 45,642,000 | | 300,000 | \$ 5,700,000 | | 51,642,000 |
| Total Hangar 2 | | 53,963,000 | <u> </u> | | | \$ | 59,963,000 |
| Hangars 3 and 4 | | | | | | | |
| Plan/Specification & Soft Costs | 9 | 16,550,000 |) | | | \$ | 16,550,000 |
| Gity Hangar 3 & 4 Contingency Funds | | 2.948.000 | | | | | 2.948.000 |
| Construction Costs | | 85.172.000 |) \$ | 31.825.000 | \$ 13.300.000 | | 130.297.000 |
| | | | | | | \$ | 149,795,000 |
| | | | | | | | |
| WarehouseIncluded in H. 2,3, and 4 | | | | | | | |
| Plan/Specification & Soft Costs | | 2,850,000 |) | | | \$ | - |
| Construction Costs | | 16.150.000 |) | | | | _ |
| | | 19,000,000 |) \$ | - | \$ (19,000,000) | \$ | |
| Office Bld. | | | | | | | |
| Plan/Specification & Soft Costs | (| 3.244.000 |) \$ | (3,244,000) | \$ - | \$ | _ |
| Construction Costs | 1 | 28,881,000 | | 28.881.000) | - | 7 | _ |
| | • | | ì | 32,125,000) | \$ - | Ś | _ |
| | 0 | 209,758,000 | | _ | \$ - | Ś | 209.758.000 |
| Under Budget | | , , , <u>, , , , , , , , , , , , , , , , </u> | | | | | 367,000 |
| Proiect Titan Budget | | | | | | Ś | 210 125 000 |
| Source: City of Pensacola | | | | | | | |

FINANCIAL IMPACT:

Project Titan is expected to create a minimum of 1,325 full-time, high-skill jobs with an average salary of \$44,461. The total project cost of \$210,125,000 is being funded by a combination of VT MAE

File #: 20-00619 City Council 11/12/2020

investment, state grants, and local funds, as detailed above under "Funding." The City's obligations under the GMP Amendment and the Development Agreement Amendment will be performed using a combination of these funds.

CITY ATTORNEY REVIEW: Yes

11/6/2020

STAFF CONTACT:

Keith Wilkins, City Administrator Richard Barker, Jr., Deputy City Administrator - Administration & Enterprise Matt Coughlin, Airport Director

ATTACHMENTS:

- 1) Amendment No. 1 to the Construction Manager at Risk Contract between the City and Brasfield & Gorrie, LLC
- 2) Construction Manager at Risk Contract dated February 28, 2020, between the City and Brasfield & Gorrie, LLC

PRESENTATION: Yes

FIRST AMENDMENT TO CONSTRUCTION MANAGER AT RISK CONTRACT BETWEEN CITY OF PENSACOLA AND BRASFIELD & GORRIE, L.L.C.

THIS FIRST AMENDMENT TO CONSTRUCTION MANAGER AT RISK CONTRACT BETWEEN CITY OF PENSACOLA AND BRASFIELD & GORRIE, L.L.C. (this "Amendment") is made and entered into as of the _____ day of ______, 2020 by and between CITY OF PENSACOLA, a Florida municipal corporation ("City") and BRASFIELD & GORRIE, L.L.C., an Alabama limited liability company ("Construction Manager").

WITNESSETH:

WHEREAS, City and Construction Manager have entered into a certain Construction Manager at Risk Contract dated February 28, 2020 (the "Contract") with respect to the construction of MRO Hangar 2 (Element 1 of Project Titan) at Pensacola International Airport to be leased to and occupied by VT Mobile Airspace Engineering, Inc.;

WHEREAS, pursuant to the Contract, Construction Manager has submitted a GMP Proposal which City desires to accept;

WHEREAS, the parties desire by this Amendment to memorialize their agreement with respect to the GMP and certain other matters, all as more particularly set forth herein below;

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, City and Construction Manager hereby agree that the Contract shall be, and hereby is, amended to conform to the following:

- 1. <u>Recitals; Definitions.</u> The foregoing recitals are true and correct and are hereby incorporated herein by reference. Capitalized terms in this Amendment shall have the respective meanings assigned to them in the Contract unless another meaning is clearly intended by the terms of this Amendment.
- 2. <u>Guaranteed Maximum Price</u>. The Guaranteed Maximum Price ("GMP") for Element 1 of Project Titan is Fifty One Million Six Hundred Forty-Two Thousand and no/100 Dollars (\$51,642,000). The GMP is comprised of the elements and amounts listed in Exhibit "D" attached hereto and incorporated herein by reference.
- 3. <u>Cost of the Work.</u> The estimated Cost of the Work, which is included in the GMP, is set out in Exhibit "B" attached hereto and incorporated herein by reference. The attached Exhibit "B" supersedes and controls any different or conflicting provisions of Exhibit "E" to the original contract.

4. <u>General Conditions Costs</u>. The General Conditions Costs, which is included in the GMP, are set out in Exhibit "C" attached hereto and incorporated herein by reference. The Contract is hereby amended by deleting Exhibit "C" to the original Contract in its entirety and inserting in lieu thereof the Exhibit "C" attached hereto and incorporated herein by reference. The attached Exhibit "C" supersedes and controls any different or conflicting provisions of Exhibit "E" to the original contract. Further, the definition of General Conditions Costs set out in Section 1.1 of the Contract is hereby deleted in its entirety and the following inserted in lieu thereof:

"General Conditions Costs – The items included in the General Conditions Costs set forth in Exhibit "C" attached to the Contract, as hereby amended, plus premiums for insurance required to be provided by Construction Manager and premiums for the Performance Bond and the Payment Bond. The total General Conditions Costs for Element 1 is the total fixed, lump sum amount set forth in Exhibit "C", plus premiums for insurance required to be provided by Construction Manager and premiums for the Performance Bond and the Payment Bond. Such fixed, lump sum amount shall not be adjusted except as provided in Section 2.7.2.2, Section 9.6.1, or Section 9.6.2. The aggregate premiums for the Performance Bond and the Payment Bond shall be 0.62% of the GMP, and the insurance premiums shall be 1.54 % of the GMP."

For the avoidance of doubt, the Exhibit "C" referenced in the amended definition of "General Conditions Costs" set forth above is Exhibit "C" attached to this Amendment.

- 5. <u>Plans</u>. The Plans upon which the GMP (Exhibit "1" hereto), the estimated Cost of the Work (Exhibit "B" hereto), and the General Conditions Costs (Exhibit "C" hereto) are based are identified in Exhibit "1" attached hereto and incorporated herein by reference.
- 6. <u>Specifications.</u> The Specifications upon which the GMP (Exhibit "1" hereto), the estimated Cost of the Work (Exhibit "B" hereto), and the General Conditions Costs (Exhibit "C" hereto) are based are identified in Exhibit "2" attached hereto and incorporated herein by reference.
- 7. <u>Construction Schedule</u>. As used in the Contract, the term "Construction Schedule" shall mean and refer to the Construction Schedule attached hereto as Exhibit "3" and incorporated herein by reference.
- 8. <u>Substantial Completion</u>. For purposes of the Contract, including without limitation Section 8.1.3, Construction Manager shall achieve Substantial Completion no later than four hundred forty-one (441) calendar days after City's issuance of the Notice to Proceed, which includes Saturdays, Sundays, holidays, and the non-work days, evenings, and times provided in Section 5.2.11 of the Contract.
- 9. <u>Schedule of Job Classifications; Percentage Labor Burden</u>. The "schedule of job classifications", including salaries plus labor burden, referenced in Section 10.3.2 of the Contract, and hereby agreed upon by City and Construction Manager, is attached hereto as Exhibit "4" and incorporated herein by reference.

- 10. <u>Exhibit "G" Inclement Weather Days</u>. The Contract is hereby amended by deleting Exhibit "G" to the original Contract in its entirety and inserting in lieu thereof the Exhibit "G" attached hereto and incorporated herein by reference.
- 11. <u>Certificates of Insurance</u>. Copies of the Certificates of Insurance that the Construction Manager has furnished pursuant to Article 27 of the Contract are attached hereto as Exhibit "5".
- 12. <u>Payment Bond and Performance Bond</u>. True and complete copies of the Payment Bond and the Performance Bond that the Construction Manager has furnished pursuant to Article 29 of the Contract are attached hereto as Exhibit "6".
- 13. <u>Allowance for Travel Expenses</u>. The allowance for travel expenses, which is included in the GMP, and the names of the employees of the Construction Manager who are subject to such travel allowance contemplated by Section 10.3.5(8) of the Contract are set forth in Exhibit "7" attached hereto and incorporated herein by reference.
- 14. <u>Ratification of Contract as Amended.</u> The Contract as hereby amended is hereby ratified, affirmed and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as of the date set forth above.

OWNED.

| | OWNER. |
|---------------------------------|--|
| Attest: | CITY OF PENSACOLA , a Florida municipal corporation |
| | Ву: |
| Ericka L. Burnett, City Clerk | Grover C. Robinson, IV, Mayor |
| [AFFIX CITY SEAL] | |
| Approved as to Content: | Approved as to Form: |
| Matt Coughlin, Airport Director | Susan A. Woolf, City Attorney |
| | CONSTRUCTION MANAGER: |
| Attest: | BRASFIELD & GORRIE, L.L.C. , a Delaware limited liability company |
| Printed Name: | By: |
| Title | Michael V. Tortorici, Vice-President |



CONSTRUCTION MANAGER AT RISK CONTRACT

BETWEEN

CITY OF PENSACOLA (Owner)

AND

BRASFIELD & GORRIE, L.L.C. (Construction Manager at Risk)

PROJECT:

VT MOBILE AEROSPACE ENGINEERING, INC. PROJECT TITAN ELEMENT 1 MRO FACILITIES AT PENSACOLA INTERNATIONAL AIRPORT THIS CONTRACT is made and entered into this <u>28</u> day of <u>February</u> 2020 by and between CITY OF PENSACOLA, a Florida municipal corporation, hereinafter designated the "Owner" and BRASFIELD & GORRIE, L.L.C., a Delaware limited liability company, hereinafter designated the "Construction Manager".

RECITALS

- A. The Mayor of the City of Pensacola is authorized and empowered to execute this Contract.
- B. Owner intends to construct certain aircraft maintenance, repair and overhaul facilities at Pensacola International Airport (the "Airport") to be leased to and occupied by VT Mobile Aerospace Engineering, Inc. ("Tenant"), such facilities to include without limitation three maintenance, repair and overhaul ("MRO") hangar facilities, support services centers, administrative office building, drives, parking lots, taxiways and aprons, being the "Project" as defined below.
- C. Owner has entered into a contract with Atkins North America, Inc., a Florida corporation, hereinafter referred to as the "Design Professional", to design the Project.
- D. Owner has entered into a contract with Mott MacDonald Florida, LLC, a Florida limited liability company, hereinafter referred to as the "Construction Administrator", to perform construction administration services for the Project.
- E. The Construction Manager has represented to Owner its ability to provide design phase services and to construct the Project.
- F. Based on this representation, Owner desires to enter into this Contract with the Construction Manager for the design and construction phase services identified in this Contract.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between Owner and the Construction Manager as follows:

ARTICLE 1 -TERMS AND DEFINITIONS

1.1 As used in this Contract and the other Contract Documents, the following terms shall have the indicated meanings, unless another definition is clearly required or expressly provided elsewhere in a Contract Document:

Addenda - Written or graphic instruments issued by Owner prior to the submittal of the GMP Proposal, which clarify, correct or change the GMP Proposal requirements.

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<u>Airport</u> - Pensacola International Airport in Pensacola, Florida, as it presently exists and as it may be modified in the future.

<u>Change Directive</u> – A written order directing a change in the Work and proposing a change to the Contract Price and/or Contract Time.

<u>Change Order or Amendment</u> - A written instrument issued after execution of the Contract Documents signed by Owner and Construction Manager, stating their agreement upon (1) all of the following: the addition to, deletion of, or revision in the Work, the scope of the Construction Manager's services under the Contract Documents, or the Deliverables; the amount, if any, of the adjustment to the Contract Price; and the extent, if any, of the adjustment to the Contract Time; or (2) modifications of other terms of the Contract Documents.

<u>City</u> – The City of Pensacola, a Florida municipal corporation.

<u>Construction Administrator</u> - The professional organization with which Owner will contract to provide construction administration services for the Project.

<u>Construction Documents</u> – The plans, specifications and drawings prepared by the Design Professional, including without limitation the Plans, the Specifications, and the Project Manual, after correcting for permit review requirements.

<u>Construction Manager</u> - The Construction Manager at Risk for the Project, being the construction management firm of Brasfield & Gorrie, L.L.C., which is a party to this Contract.

<u>Construction Manager's Contingency</u> - A fund to cover cost growth during the Project, the amount of which for Element 1 will be one and three quarters percent (1.75%) of the Cost of the Work based on GMP pricing of 95% design documents. Use and management of the Construction Manager's Contingency is controlled by Section 2.7.

<u>Construction Manager's Fee</u> – The Construction Manager's administrative costs, overhead and profit, whether at the Construction Manager's principal or branch offices. The Construction Manager's Fee for Element 1 will be four and one quarter percent (4.25%) of the sum of the Cost of the Work and the Construction Manager's Contingency.

<u>Construction Manager's Representative</u> – The employee of Construction Manager designated in writing by Construction Manager as its representative for purposes of the Contract. Unless changed by a written document delivered to Owner's Representative, the Construction Manager's Representative shall be Michael Tortorici.

<u>Construction Schedule</u> – The schedule for construction of the Project, prepared and maintained by Construction Manager in accordance with this Contract, using the Critical Path Method, indicating the sequence of all activities required for the prosecution and completion of construction of the Project, the interdependence of each activity, and the Critical Path.

Page 3 573

<u>Contract</u> - This written agreement signed by Owner and Construction Manager, together with all future Change Orders and Amendments hereto.

<u>Contract Documents</u> – The Construction Documents, Project Manual including Plans and Specifications, any Addenda to the Project Manual, this Contract, Addenda, Change Orders, Amendments, the Performance Bond, the Payment Bond, and the Notice(s) to Proceed, are the documents which are collectively referred to as the Contract Documents.

<u>Contract Price</u>: - The lesser of the sum of the items listed in Section 10.1 or the amount established as the Guaranteed Maximum Price (GMP), as may be amended by Change Order.

<u>Contract Time</u> - The time between the date of the Notice to Proceed for commencement of construction and the date for substantial completion, including any milestone dates thereof, established in this Contract, as may be amended by Change Order.

<u>Controlling Work Items or Critical Activities</u> – The activity or work item on the Critical Path having the least amount of total Float. The controlling item of work may also be referred to as a Critical Activity.

Cost of the Work - The direct costs necessarily incurred by the Construction Manager in the proper performance of the Work or any specified portion of the Work. The Cost of the Work shall include without limitation direct labor costs, subcontract costs, costs of materials and equipment incorporated in the completed construction, costs of other materials and equipment, temporary facilities, building permit fees (if not paid for by City), materials testing, and related items. The Cost of the Work shall not include the Construction Manager's Fee, Construction Manager's Contingency, General Conditions Cost, or Taxes. "Cost of the Work" is further defined in Section 10.3 and the matrix attached hereto as Exhibit "E".

<u>Critical Path</u> - The sequence of activities from the start of the Work to the Substantial Completion of the Work, being the longest continuous path of work activities.

Day - Calendar day unless otherwise specifically stated in the Contract Documents.

<u>Deliverables</u> - The work products prepared and provided by the Construction Manager in performing the scope of Work described in this Contract. Some of the major deliverables to be prepared and provided by the Construction Manager during the design phase may include but are not limited to: Construction Management Plan, Constructability Review, Construction Schedule, Schedule of Values, Value Analysis, alternative system evaluations, procurement strategies and plans, cost estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Statement of Proposed MBE, DBE, and SBE Utilization, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, and others as indicated in this Contract or required by the Project Team.

Page 4 574

<u>Design Professional</u> - The professional organization with which Owner will contract to provide design services for the Project.

<u>Element 1</u>: The MRO hangar facility (sometimes referred to as Hangar 2) and related taxiways, aprons, driveways, and parking lots, as generally described in Exhibit "A" hereto, to be constructed in the northeast quadrant of the Airport airfield adjacent to the existing MRO hangar (sometimes referred to as Hangar 1) pursuant to the Contract Documents. Unless the parties hereafter enter into Change Orders and/or Amendments to the contrary, the Project and the Work shall consist of only Element 1.

Element 2: Two MRO hangar facilities, which may or may not be attached to each other (sometimes referred to as Hangars 3 and 4, a support services center, which may or may not be attached to one or both of Hangars 3 and 4)), an administrative office building, and related taxiways, aprons, driveways, and parking lots, as generally described in Exhibit "A" hereto, which may be constructed in the northwest quadrant of the Airport airfield. Owner and Construction Manager may at any time and from time to time enter into Change Orders and/or Amendments to add the construction of all or any part of Element 2 to this Contract subject to such terms and conditions as the parties shall mutually agree.

<u>Field Order:</u> A written order which orders minor changes in the Work in accordance with Section 9.5 but which does not involve a change in the Contract Price or Contract Time.

<u>Final Certificate of Payment:</u> A certification to Owner by the Construction Administrator and Design Professional that the Work has achieved Final Completion.

<u>Final Completion:</u> The date certified by Construction Administrator and Design Professional in the Final Certificate of Payment upon which all conditions and requirements of any permits and regulatory agencies have been satisfied; the documents required by the Contract have been received by Construction Administrator; any other documents required to be provided by Construction Manager have been received by Construction Administrator; and to the best of Design Professional's and Construction Administrator's information and belief the Work defined herein has been fully completed in accordance with the requirements, terms and conditions of the Contract Documents.

<u>Float</u> - The number of Days by which the finish of an activity can be delayed. Two kinds of Float are possible: Total Float is the number of Days by which the finish of an activity can be delayed without affecting the Substantial Completion date or an intermediate deadline (constraint). Free Float is the number of Days by which the finish of an activity can be delayed without affecting its earlier successor.

General Conditions Costs – The items included in the General Conditions Costs forth in the list attached hereto as Exhibit "C" and in the matrix attached hereto as Exhibit "E", plus premiums for insurance required to be provided by Construction Manager and premiums for the Performance Bond and the Payment Bond. The total General Conditions Costs for Element 1 is the fixed, lump sum amount of \$2,985,220, plus premiums for insurance required to be provided by Construction Manager and premiums for the Performance Bond and the Payment Bond. Such fixed, lump sum amount shall not be adjusted except as provided in Section 2.7.2.2, Section 9.6.1, or Section 9.6.2.

Page 5 575

The aggregate premiums for the Performance Bond and the Payment Bond shall be 0.62% of the GMP, and the insurance premiums shall be 1.54 % of the GMP.

<u>GMP Plans and Specifications</u> - The 95% set of Plans and Specifications provided pursuant to Section 2.7.6 upon which a Guaranteed Maximum Price Proposal is based.

<u>Guaranteed Maximum Price or GMP</u> - The sum of the maximum Cost of the Work, Construction Manager's Fee, General Conditions Costs, sales tax, and Construction Manager's Contingency for the entire Work or for any portion of the Work designated by Owner.

<u>Guaranteed Maximum Price Amendment</u> – Each Amendment of this Contract establishing the Guaranteed Maximum Price for the entire Work or for any portion of the Work designated by Owner and the related Contract Time and other provisions required by this Contract.

<u>Guaranteed Maximum Price (GMP) Proposal</u> - Each offer or proposal of the Construction Manager submitted on the prescribed form setting forth a proposed GMP for the entire Work for any portion of the Work designated by Owner.

Holidays -The following holidays that are observed by Owner or the Construction Manager: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the Day after, Christmas Eve, Christmas Day, and the Day after Christmas Day, and New Year's Eve. If any of the foregoing holidays occur on a Saturday or Sunday, the immediately adjacent weekday will be observed as the holiday.

<u>Initiation Date</u> – The date upon which the Contract Time commences for the construction phase of the Project.

<u>Inspector</u> – Any authorized representative or employee of the Construction Administrator, Design Professional or City assigned to make necessary inspections of materials furnished by Construction Manager and of the Work performed by Construction Manager.

<u>Laws and Regulations</u>; <u>Laws or Regulations</u> - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

<u>Materials</u> – Materials incorporated in this Project, or used or consumed in the performance of the Work.

Normal Work Day - 6:00 a.m. to 7:00 p.m. each Monday thru Friday, excluding Holidays.

Notice to Proceed - A written notice given by City to the Construction Manager for a specific date on which the Construction Manager will start to perform all or a specified portion of the Construction Manager's obligations under this Contract. The Notice to Proceed for the

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construction phase of the Project shall specify the Initiation Date, which shall be no sooner than fourteen (14) days after the Notice to Proceed is delivered to the Construction Manager.

Owner - The City, which is a party hereto and for which this Contract is to be performed. In all respects hereunder, Owner's performance is pursuant to Owner's position as the owner of a construction project. In the event that the City exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to Owner's police power and authority as a governmental body and shall not be attributable in any manner to City as a party to this Contract. Nothing contained in this Contract shall be construed or deemed to apply to, prohibit, or restrict Owner's exercise of its police power and authority as a governmental body. By entering into this Contract, Owner recognizes that, except if and to the extent otherwise expressly provided in this Contract, it is waiving sovereign immunity as to the enforcement of its legal obligations under the express terms of this Contract, but no further.

Owner Representative – The Director or, if none, the Interim Director, of the Airport or his or her designee, or some other employee expressly designated as Owner Representative in writing by the Mayor of the City, concerning the Contract Documents.

Owner's Contingency - A fund to cover cost growth during the Project used at the discretion of Owner usually for costs that result from City directed changes or unforeseen site conditions. The amount of the Owner's Contingency will be set by Owner and will be in addition to the project costs included in the Construction Manager's GMP packages. Use and management of the Owner's Contingency is described in Section 2.7.

Payment Bond. The Payment Bond required by Article 29.

<u>Payment Request</u> - The form that is accepted by Owner and used by the Construction Manager in requesting progress payments or final payment and which will include such supporting documentation as is required by the Contract Documents or Owner.

Performance Bond - The Performance Bond required by Article 29.

<u>Plans</u> - Documents which visually represent the scope, extent and character of the Work to be furnished and performed by the Construction Manager during the construction phase and which have been prepared or approved by the Design Professional and Owner, including without limitation the official graphic representations of the Project which are a part of the Project Manual or the Contract Documents and drawings that have reached a sufficient stage of completion and released by the Design Professional solely for the purposes of review and/or use in performing constructability or bidability reviews and in preparing cost estimates (e.g. concept verification drawings, early release packages design drawings, detailed design drawings at 60% and 95%, and 100% "Issued for Construction" design documents); provided, however that Shop Drawings that are clearly labeled "not for construction" are not included in the term "Plans".

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Pricing Documents – The set of documents upon which a GMP is negotiated, comprised of the following: (i) the Project Manual consisting of the set of Plans, Specifications, and Division-1 General Requirements, Special Provisions and Mandatory Requirements, (ii) the Estimated Construction Manager's Direct Construction Cost (including unit prices and quantities and explanatory notes), (iii) Construction Manager's General Condition Items, (iv) schedules developed by Construction Manager and approved by the Construction Administrator, and any other documents or exhibits utilized to derive the GMP or sub-GMP, as the case may be.

<u>Project</u> – The construction project described in the Contract Documents, including the Work described therein and as described in Exhibit "A" attached. Unless the parties hereafter enter into Change Orders and/or Amendments to the contrary, the Project and the Work shall consist of only Element 1. However, Owner and Construction Manager may at any time and from time to time enter into Change Orders and/or Amendments to add the construction of all or any part of Element 2 to this Contract subject to such terms and conditions as the parties shall mutually agree.

<u>Project Manual</u> – The official documents setting forth information and requirements; contract forms, bonds, and certificates; general, special, and supplementary conditions of the Contract Documents; the Specifications; and the Plans.

<u>Project Schedule</u> – The overall master project schedule, prepared and maintained by Construction Administrator using the Critical Path Method, indicating the sequence of all activities required for the prosecution and completion of the Project, the interdependence of each activity, and the Critical Path. The Project Schedule will incorporate the Construction Schedule prepared and maintained by Construction Manager in accordance with this Contract.

<u>Project Team</u> - Collectively, Owner, Owner's Representative, Construction Administrator, Design Professional, Construction Manager, and other stakeholders who are responsible for making decisions regarding the Project.

<u>Schedule of Values</u> - Document required for construction phase of Contract, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any segment of the Work having a separate specified Contract Price.

Shop Drawings - All drawings, diagrams, schedules and other data specifically prepared for the Work by the Construction Manager or a Subconsultant, Subcontractor, Subsubcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site - The land or premises on which the Project is located.

<u>Specifications</u> - The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

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<u>Subconsultant</u> - A person, firm or corporation having a contract with the Construction Manager to furnish services required as its independent professional associate or consultant with respect to the Project.

<u>Subcontractor</u> – A person, firm or corporation having a direct contract with Construction Manager including one who furnishes material manufactured to a special design according to the Project Manual for this work, but does not include one who merely furnishes material not so manufactured.

<u>Sub-Guaranteed Maximum Price (Sub-GMP)</u> – The Construction Manager shall divide the GMP into separate sub-GMPs if Owner so directs. The Construction Manager shall make recommendations to Owner as to desirable sub-GMPs. Each sub-GMP is a distinct and separate GMP for purposes of this Contract.

<u>Substantial Completion</u> – The stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Tenant can occupy or utilize the Work for its intended use. A Certificate of Occupancy must be issued for Substantial Completion to be achieved; however, the issuance of a Certificate of Occupancy or the date thereof is not determinative of the achievement of Substantial Completion.

<u>Supplier</u> - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Construction Manager or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by Construction Manager or any Subcontractor.

<u>Surety</u> – The surety company which is bound by the Performance Bond and the Payment Bond with and for Construction Manager who is primarily liable, and which surety company is responsible for Construction Manager's acceptable performance of work under the Contract and for the payment of all debts pertaining thereto in accordance with Section 255.05, Florida Statutes.

<u>Taxes</u> - All federal, state, municipal, sales, use, consumer, and other taxes, as applicable to the Project, all with respect to services performed or materials furnished for the Work.

<u>Tenant</u> – VT Mobile Aerospace Engineering, Inc.

<u>Work</u> – The construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by Construction Manager to fulfill Construction Manager's obligations under the Contract Documents. Unless the parties hereafter enter into Change Orders and/or Amendments to the contrary, the Work shall consist of the construction only of Element 1. However, Owner and Construction Manager may at any time and from time to time enter into Change Orders and/or Amendments to add the construction of all or any part of Element 2 to this Contract subject to such terms and conditions as the parties shall mutually agree.

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ARTICLE 2 - GENERAL DESIGN PHASE SERVICES

2.1 GENERAL

- 2.1.1 The Construction Manager shall provide Design Phase Services for the Project as specified in this Contract. Design Phase Services shall be undertaken only upon Owner's issuance to the Construction Manager of a Notice to Proceed for all or a specified portion of such Design Phase Services. The Construction Manager, to further the interests of Owner, shall perform the services required by, and in accordance with this Contract, to the satisfaction of the Airport Director or his representative, exercising the degree of care, skill and judgment a professional construction manager with similar experience and expertise as Construction Manager and performing similar services would exercise at such time, under similar conditions; however, by performing these services, the Construction Manager does not become responsible for the Project design. The Construction Manager shall, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practice.
- 2.1.2 As a participating member of the Project Team, the Construction Manager will provide to Owner, Construction Administrator and Design Professional a written evaluation of Owner's Project Program and Project Budget, each in terms of the other, with recommendations as to the appropriateness of each.
- 2.1.3 The Construction Manager will attend Project Team meetings which may include, but are not limited to, biweekly (through 60% design) design review meetings, Project workshops, special Project meetings, construction document rolling reviews and partnering sessions (if required by Owner).
- 2.1.4 The Construction Manager will provide design phase services, described herein, in a proactive manner and consistent with the intent of the most current Plans and Specifications. The Construction Manager will promptly notify Owner in writing whenever the Construction Manager determines that any Plans or Specifications are insufficient for the Project and/or cause changes in the scope of Work requiring an adjustment in the cost estimate, Construction Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established. However, by performing these services, the Construction Manager does not become responsible for design.
- 2.1.5 The Construction Manager, when requested by Owner, will attend, make presentations and participate as may be appropriate in public agency and or community meetings germane to the Project. The Construction Manager will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or apropos in any such public agency meetings.

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2.2 CONSTRUCTION MANAGEMENT PLAN

- 2.2.1 The Construction Manager shall prepare a Construction Management Plan which shall include the Construction Manager's professional opinions concerning: (a) Project milestone dates and the Construction Schedule, including the broad sequencing of the design and construction of the Project, (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities, (c) alternate strategies for fast-tracking and/or phasing the construction, (d) the number of separate subagreements to be awarded to Subcontractors and Suppliers for the Project construction, (e) permitting strategy, (f) safety and training programs, (g) construction quality control, (h) a commissioning program, (i) the cost estimate and basis of the model, and (j) a matrix summarizing each Project Team member's responsibilities and roles.
- 2.2.2 The Construction Manager shall add detail to its previous version of the Construction Management Plan to keep it current throughout the design phase, so that the Construction Management Plan is ready for implementation at the start of the construction phase. The update/revisions shall take into account (a) revisions in Plans and Specifications; (b) the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by Owner, Design Professional or the Construction Manager, (c) unresolved construction permitting issues, (d) the fast-tracking if any of the construction, or other chosen construction delivery methods, (e) the requisite number of separate bidding documents to be advertised, (f) the status of the procurement of long-lead time equipment (if any) and/or materials, and (g) funding issues identified by Owner.
- 2.2.3 The Construction Manager shall submit its plans for mobilization for providing field offices for Construction Manager and Construction Administrator. Such plan is to be submitted to Owner through Construction Administrator within 14 days after Notice-to-Proceed.
- 2.2.4 The Construction Manager shall submit a plan for hurricane preparedness to be reviewed and approved by Owner.

2.3 CONSTRUCTION SCHEDULE

2.3.1 The fundamental purpose of the "Construction Schedule" is to identify, coordinate and record the tasks and activities to be performed by all of the contractors, subcontractors, vendors and suppliers to be utilized for structuring of the Project Schedule prepared by Construction Administrator. Each Project Team member is responsible for its compliance with the Construction Schedule requirements. The Construction Manager will, however, develop and maintain the "Construction Schedule" on behalf of his Project Team based on input from the other entities with whom the Construction Manager has entered into a Construction Contract. The Construction Schedule will be consistent with the most recent revised/updated Construction Management Plan. The Construction Schedule will use the Critical Path Method technique, unless required otherwise in writing by Owner. The Construction Manager will use scheduling software to develop the Construction Schedule that is acceptable to Owner.

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- The Construction Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Construction Schedule will indicate milestone dates for the phases once determined.
- 2.3.2. A preliminary Construction Schedule shall be provided with each GMP or sub-GMP, as the case may be, that shall show the sequence of activities, the interdependence of each activity and indicate the Critical Path. The baseline Construction Schedule shall be provided no later than thirty (30) days after the Initiation Date. Based on current information, the Construction Manager estimates that the time from the Initiation Date to the date of Substantial Completion will be 14 ½ months.
- 2.3.2.1 The Critical Path Method diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities.
- 2.3.2.2 The Critical Path Method diagram schedule shall indicate all relationships between activities.
- 2.3.2.3 The activities making up the schedule shall be sufficiently detailed to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.
- 2.3.2.4 The Critical Path Method diagram schedule shall be based upon activities, which would coincide with the schedule of values.
- 2.3.2.5 The Critical Path Method diagram schedule shall show all critical or long lead time (30 days or greater) submittals associated with each work activity and the review time for each submittal.
- 2.3.2.6 The schedule shall show milestones, including milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with the Construction Manager activities.
- 2.3.2.7 The schedule shall include a critical path activity that reflects the allowance for inclement weather and rain delay during the performance of the Contract in accordance with Section 8.1.6.
- 2.3.3 The Construction Schedule shall consider Owner's and the Tenant's occupancy requirements and Contract Time.
- 2.3.4 Float time shall be as prescribed below:
- 2.3.4.1 Float is not for the exclusive use of either Owner or the Construction Manager, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract milestones and completion dates, subject to the terms and constraints of this Contract.

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- 2.3.4.2The use of Float suppression techniques, such as preferential sequencing (arranging Critical Path through activities more susceptible to Owner-caused delay), extending activity duration estimates to consume available Float, special lead/lag logic constraints, zero total or free Float constraints, extended activity times, or imposing constraint dates other than as required by the Contract Documents, is expressly prohibited and shall be cause for Owner's rejection of the Construction Schedule or updates. Since Float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid (if delay damages are otherwise payable under Section 8.1.7) unless and until a delay occurs which extends the Work beyond the Substantial Completion date. In no event shall the Construction Manager's use of Float be allowed or deemed to convert a non-critical path activity to a critical path activity.
- 2.3.4.3 Since Float time within the schedule is jointly owned, the Construction Manager shall not be entitled to receive a time extension or delay damages (if delay damages are otherwise payable under Section 8.1.7) for an Owner-caused delay unless the Owner-caused delaying event extends the Critical Path as measured on the date the delay commences.
- 2.3.5 The Construction Schedule will be updated and maintained by the Construction Manager throughout the design phase such that it will not require major changes at the start of the construction phase to incorporate the Construction Manager's plan for the performance of the construction phase Work. The Construction Manager will provide updates and/or revisions to the Construction Schedule for use by the Project Team, whenever required, but no less often than at the monthly Project Team meetings. The Construction Manager will include with such submittals a narrative describing its analysis of the progress achieved to-date vs. that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.
- 2.3.6 When phased construction is deemed appropriate and Owner approves, the Construction Manager will review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Construction Schedule and/or Cost of the Work. The Construction Manager will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

2.4 DESIGN DOCUMENT REVIEWS

- 2.4.1 The Construction Manager will evaluate periodically the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design; and other factors that may impact the cost estimate, GMP Proposal and/or the Construction Schedule.
- 2.4.2 The Construction Manager will recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for the Construction Manager to construct the Project. Before initiating construction operations, the Construction Manager may request additional

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- investigations in its GMP Proposal to improve the adequacy and completeness of the site condition information and data made available with the Construction Documents.
- 2.4.3 The Construction Manager will meet with the Project Team as required to review designs during their development. The Construction Manager will familiarize itself with the evolving documents through the various design phases. The Construction Manager will proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems and, labor and material availability. The Construction Manager will furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as concerns that exist with respect to coordination of the Plans and Specifications. The Construction Manager will recommend cost effective alternatives. For the avoidance of doubt, by providing these recommendations and the reviews described below, the Construction Manager shall not be responsible for the Project design.
- 2.4.4 The Construction Manager will routinely conduct constructability and bidability reviews of the Plans and Specifications as necessary to satisfy the needs of the Project Team. The reviews will attempt to identify all discrepancies and inconsistencies in the Construction Documents especially those related to clarity, consistency, and coordination of work of Subcontractors and Suppliers.
- 2.4.4.1 <u>Constructability Reviews:</u> The Construction Manager will evaluate whether (a) the Plans and Specifications are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Plans and Specifications, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of work required by or inferable from the Plans and Specifications are practicable, and (g) the design has taken into consideration, efficiency issues concerning; access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues.
- 2.4.4.2 <u>Bidability Reviews</u>: The Construction Manager will check cross-references and complementary Plans and sections within the Specifications, and in general evaluate whether (a) the Plans and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well, or otherwise, in similar installations, (c) Specifications include alternatives in the event a requirement cannot be met in the field, and (d) in its professional opinion, the Project is likely to be subject to differing site conditions.
- 2.4.4.3 The results of the reviews will be provided to Owner in formal, written reports clearly identifying all discovered discrepancies and inconsistencies in the Plans and Specifications with notations and recommendations made on the Plans, Specifications and other documents. If requested by Owner, the Construction Manager will meet with Owner, Construction Administrator and Design Professional to discuss any findings and review reports.

- 2.4.4.4 The Construction Manager's reviews will be from a contractor's perspective, and though it will attempt to reduce the number of Requests for Information (RFIs) and changes during the construction phase, responsibility for the Plans and Specifications will remain with the Design Professional and not the Construction Manager.
- 2.4.5 Notification of Variance or Deficiency: It is the Construction Manager's responsibility to assist the Design Professional in ascertaining that, in the Construction Manager's professional opinion, the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the Construction Manager recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, it will promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency. However, the Design Professional is ultimately responsible for the compliance with those laws, statutes, ordinances, building codes, rules and regulations.
- 2.4.6 <u>Value Analysis</u>: The Construction Manager will routinely identify and evaluate using value engineering principles any alternate systems, approaches, design, means and methods, scope, and other changes that have the potential to reduce construction costs while still delivering a quality and functional Project that meets City requirements. If the Project Team agrees, the Construction Manager in cooperation with the Design Professional will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. The Project Team will decide which alternatives will be incorporated into the Project. The Design Professional will have full responsibility for the incorporation of the alternatives into the Plans and Specifications. The Construction Manager will include the cost of the alternatives into the cost estimate and any GMP Proposals.

2.5 COST ESTIMATES

- 2.5.1 Except as otherwise provided in Section 2.7.5 or unless otherwise agreed to by both parties, the Construction Manager shall provide a detailed cost estimate and a written review of the documents within 30 days after receipt of the documents for each of the following phases of design:
 - 1. Concept Verification / Early Release Packages
 - 2. 60% Design Documents / Preliminary GMP
 - 3. 95% Design Documents / GMP

The Design Professional and Construction Manager shall reconcile any disagreements on the estimate to arrive at an agreed cost. If no consensus is reached, Owner will make the final determination.

2.5.2 If any estimate submitted to Owner exceeds previously accepted estimates (as amended by tracking reports contemplated by Section 2.5.3) or Owner's Project budget, the Construction

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- Manager shall make appropriate recommendations on methods and materials to Owner and Design Professional that he believes will bring the Project back into the Project budget.
- 2.5.3 In between these milestone estimates, the Construction Manager shall periodically provide a tracking report which identifies the upward or downward movements of costs due to value engineering or scope changes as well as tracking price escalations to major components. It shall be the responsibility of the Construction Manager to keep Owner, Construction Administrator and Design Professional informed as to the major trend changes in costs relative to Owner's budget.

2.6 DISPARITY GOALS PROGRAM

- 2.6.1 Goal Setting Meeting: The Construction Manager, based on information provided by the Construction Administrator, Design Professional and City and prior to preparing the GMP Proposal described below, will meet with Owner to obtain Minority, Disadvantaged, and Women-owned Business Enterprise goals. The Construction Manager will identify the estimated value of Work to be performed by each Subcontractor/Supplier in Construction Specifications Institute (CSI) format. The minimum goals for Work to be performed during the construction phase by MBE, DBE, or SBE firms will then be established and expressed as percentages of appropriate construction costs for the Project.
- 2.6.2 <u>Documentation</u>: The Construction Manager will submit the following documents with the GMP proposal package if subcontractors have been selected prior to submission of the GMP proposal. If the GMP proposal is submitted prior to subcontractor selection, the Construction Manager will submit these documents before the selected MBE, DBE, or SBE subcontractor commences onsite construction operations.
- 2.6.2.1 In a tabulation form, the Construction Manager shall list all proposed MBE, DBE, or SBE subcontractors who will be performing work under the respective GMP package. The Construction Manager will list the name of the firm, the value of work to be performed by that firm, and the estimated percentage of the total Project construction cost to be performed by that firm. When received by Owner, these forms will be sent to the Purchasing Department to verify that the firms are properly certified within Owner's system.
- 2.6.2.2 Letters of Intent to Perform as a Subcontractor. These letters must be submitted for each Subcontractor or Supplier listed on the "Contractor's Statement of Proposed MBE, DBE, or SBE Utilization" form. These letters are prepared by the respective subcontractors and indicate the subcontractors' intent to perform the work as detailed on the Construction Manager's Utilization form for the indicated price.
- 2.6.3 Firms certified by Owner of Pensacola are eligible to fulfill MBE/DBE/SBE subcontracting goals for City of Pensacola projects. The Construction Manager will require that Subcontractors that the Construction Manager proposes to use on this Project are properly certified with Owner at the time of receipt of bids for their respective bid package.

2.7 GUARANTEED MAXIMUM PRICE (GMP) PROPOSALS

- 2.7.1 The proposed GMP for the Project will be presented in a format acceptable to Owner, including separate sub-GMPs (see Exhibits "B", "C", and "D" attached). Owner may request GMP Proposals for all or any portion of the Work. Any GMP Proposals submitted by the Construction Manager will be based on and consistent with the current updated/revised cost estimate at the time of the request, the associated estimates for construction costs include any clarifications or assumptions upon which the GMP Proposal(s) are based.
- 2.7.2 The Guaranteed Maximum Price is comprised of the following not-to-exceed cost reimbursable or lump sum amounts defined below.
- 2.7.2.1 The Cost of the Work consists of actual costs and agreed rates and is a not-to-exceed, reimbursable amount.
- 2.7.2.2 The General Conditions Costs is a fixed, lump sum amount, which will include the premiums for insurance required to be provided by Construction Manager and premiums for the Performance Bond and the Payment Bond based on the full GMP, and which will be shown as a separate line item in the GMP Proposal for the Work and in the GMP Amendment. In the event that the scope of the Work changes such that additional staffing is required, the Construction Manager shall be entitled to an equitable adjustment in the General Conditions Costs.
- 2.7.2.3 The Construction Manager's Fee is four and one quarter percent (4.25%) of the sum of the Cost of the Work and the Construction Manager's Contingency and shall be shown as a separate line item in the GMP Proposal for the Work and in the GMP Amendment. Unless otherwise indicated in the matrix attached hereto as Exhibit "E", salaries or other compensation of the Construction Manager's employees who are stationed or principally located in the office and branch offices are included in the Construction Manager's Fee. Unless otherwise indicated in the matrix attached hereto as Exhibit "E", cost related to principal office personnel who are stationed or principally located at the field office in a capacity directly related to performance of the work is not included in the "Construction Manager's Fee" and will be included in the Cost of Work. Specifically, the items included in the Construction Manager's Fee and in the Cost of the Work are shown in the matrix attached hereto as Exhibit "E".
- 2.7.2.4 The Construction Manager's Contingency shall be one and three quarters percent (1.75%) of the Cost of the Work and shall be shown a separate line item in the GMP Proposal for the Work and in the GMP Amendment. The Construction Manager's Contingency is an amount the Construction Manager may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of Owner for increases in General Condition Costs. Construction Manager's Contingency is assumed to be a direct project cost, and therefore, the Construction Manager's mark up for the Construction Manager's Contingency is included in the Construction Manager's Fee.
- 2.7.2.5 Taxes are deemed to include all sales, use, consumer and other taxes which are legally enacted when negotiations of the GMP were concluded, whether or not yet effective or merely

- scheduled to go into effect. Taxes are actual costs and are a not-to-exceed reimbursable amount. Taxes are subject to the Construction Manager's mark up.
- 2.7.3 Owner's Contingency are funds to be used at the discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen site conditions. The Percentage Mark Up for Construction Manager's Fee and Taxes will be applied by the Construction Manager at the time and to the extent that Owner's Contingency is used by Construction Manager.
- 2.7.4 The Construction Manager's Contingency is distinct and separate for each sub-GMP; however, any portion of the Construction Manager's Contingency for a sub-GMP that is not used may be reallocated by the Construction Manager to other sub-GMPs. The amount of Construction Manager Contingency for each sub-GMP amendment will be one and three quarters percent (1.75%) of the Cost of the Work under each such sub-GMP.
- 2.7.5 Promptly after Owner's issuance to Construction Manager of the Notice to Proceed with pre-construction services and the Construction Manager's receipt from the Design Professional of the pre-engineered metal building bridging documents, the Construction Manager shall issue and publicly advertise a Request for Qualifications, in form and substance acceptable to Owner, directed to potential suppliers of the pre-engineered metal hangar building (including hangar doors) required for Element 1. The Construction Manager shall then invite, after input from Owner, three to five qualified firms to provide general costs and time estimates (including engineering costs) and to be interviewed by the Construction Manager and Owner. The Construction Manager, after giving due consideration to input from Owner and subject to Owner's written consent which shall not be unreasonably withheld or delayed, shall then select the most qualified firm for such portion of the Work. However, the Construction Manager shall not authorize such firm to begin engineering work until such firm has presented a firm cost for such engineering work that is acceptable to both the Construction Manager and Owner and Owner has issued a Notice to Proceed with such engineering work. In the event that Owner terminates this Contract, the agreed upon cost for such engineering work shall be paid by Owner in addition to any amounts due the Construction Manager hereunder; otherwise, the cost of such engineering work shall be payable by the Construction Manager and included in the GMP.
- 2.7.6 The Construction Manager, in preparing each GMP Proposal, will obtain from the Design Professional Construction Documents that have reached a minimum of 60% completion which include plans and specifications (including all revisions). The Construction Manager will prepare a preliminary GMP based on the 60% documents. Subsequently, the Construction Manager will obtain from the Design Professional Construction documents that have reached 95% completion of all plans and specifications. The Construction Manager will prepare a GMP Proposal based on the 95% documents. In both instances, the Construction Manager will mark the face of each document of each set upon which its proposed GMP is based. The marked 95% documents will be identified as the GMP Plans and Specifications. The Construction Manager will send one set of those documents to the Construction Administrator, keep one set and return the third set to the Design Professional. The City shall cause the Design Professional to also provide to the Construction Manager the 95% documents and the

100% (Issued for Construction) documents in Revit (for the building), Civil 3D (for the site), CADD, and PDF formats. All CADD files shall be delivered in the AutoCad Version format required by the City. The CADD layer guidelines recommended by the United States National CAD Standard (NCS), Version 6, and approved by the City shall be utilized. The Construction Manager understands that the Design Professional is obligated to provide AutoCad, Revit, and Civil 3D files only subject to the following stipulations to which the Construction Manager hereby agrees: Electronic data files are provided to the Construction Manager solely as a convenience and in an "as is" condition. Electronic data files are not considered part of the Contract Documents. The information contained in these electronic data files is for informational purposes only and cannot be modified without the knowledge and written consent of the Design Professional and the City. Differences may exist between the electronic files delivered and the printed hard copy Contract Documents. In the event that such a conflict is found, the hard copy documents, which are signed and sealed with the Design Professional's Registration Stamp, shall be controlling and take precedence over the electronic version. Any such discrepancies shall not be the basis for a claim by the Construction Manager. The use of the information contained in electronic files is at the Construction Manager's sole risk without liability or legal exposure to the Design Professional or the City.

- 2.7.7 A Construction Schedule will be a part of each GMP Proposal(s) and will reflect the GMP Plans and Specifications. Any such Construction Schedule will comply with the requirements of Section 2.3.
- 2.7.8 Intentionally left blank.
- 2.7.9 Cost Estimates and GMP Proposal(s) Review and Approval
- 2.7.9.0 The Construction Manager will meet with Owner, Construction Administrator and Design Professional to review the initial estimate of costs prepared pursuant to Section 2.7.5 above and the written statement of its basis. In the event Owner discovers inconsistencies or inaccuracies in the information presented, the Construction Manager will make adjustments as necessary to the estimate of costs, its basis or both.
- 2.7.9.1 The Construction Manager will meet with Owner, Construction Administrator and Design Professional to review the preliminary GMP(s) and GMP Proposal(s) and the written statement of its basis. In the event Owner discovers inconsistencies or inaccuracies in the information presented, the Construction Manager will make adjustments as necessary to the GMP Proposal, its basis or both.
- 2.7.9.2 Owner, upon receipt of any GMP proposal from the Construction Manager, may submit the GMP Plans and Specifications to an independent third party for review and verification.
- 2.7.9.3 Owner, in its sole and absolute discretion, may accept or reject the Construction Manager's proposed GMP, whether or not the proposed GMP meets or exceeds the Project Budget.

- 2.7.9.4 Upon acceptance by Owner of the GMP for the Project, Owner and Construction Manager shall execute a Guaranteed Maximum Price Amendment to memorialize such agreement.
- 2.7.9.5 If during the review and negotiation of GMP Proposals design changes are required, Owner will authorize and cause the Design Professional to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents will be furnished to the Construction Manager. The Construction Manager will promptly notify the Design Professional and City in writing if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

2.8 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

- 2.8.1 There are two ways to select Subcontractors and major Suppliers (i.e., a Supplier whose contract amount exceeds \$200,000.00 or such lesser amount as may be required by the U. S. Economic Development Agency or the Florida Department of Transportation) prior to submission of a GMP Proposal. They are qualifications-based selection and competitive bidding. Except as noted below, the selection of Subcontractors/Suppliers is the responsibility of the Construction Manager. In any case, the Construction Manager is solely responsible for the performance of the selected Subcontractors or Suppliers. Further, the pre-engineering metal hangar building supplier shall be selected as set forth in Section 2.7.5 above.
- 2.8.2 <u>Selection by qualifications only</u> Owner may approve the selection of a Subcontractor(s) or Suppliers(s) based only on their qualifications when the Construction Manager can demonstrate it is in the best interest of the Project.
- 2.8.2.1 Qualification based selection of a Subcontractor(s) or Supplier(s) shall only occur prior to the submittal of the GMP Proposal.
- 2.8.2.2 The Construction Manager will prepare a Subcontractor or Supplier selection plan and submit the plan to Owner for approval. The Construction Manager shall apply the plan in the evaluation of the qualifications of a Subcontractor(s) or Supplier(s) and provide Owner with its review and recommendation.
- 2.8.2.3 The Construction Manager must receive City approval of the selected Subcontractor(s) or Supplier(s).
- 2.8.2.4 The Construction Manager will negotiate costs for services/supplies from each Subcontractor or Supplier selected under this method, the Construction Administrator shall participate in these negotiations. Approval of terms of negotiation by Owner shall be required prior to Construction Manager entering into a Contract with the sub-contractor
- 2.8.3 <u>Selection by competitive bid and qualifications</u> Unless Owner approves self performance of work by the Construction Manager for a small portion of work (as determined by Owner in its discretion), all Work shall be competitively bid unless a Subcontractor or Supplier was selected pursuant to Section 2.8.2 above. Competitive bids may occur prior to or after the

- GMP Proposal(s). Subcontracts and purchase orders involving amounts in excess of \$100,000 may be awarded only with the prior approval of the Construction Administrator.
- 2.8.3.1 The Construction Manager will develop Subcontractor and Supplier interest, submit the names of a minimum of three qualified Subcontractors or Suppliers for each trade in the Project for approval by Owner and solicit bids for the various Work categories. The Construction Manager will identify the MBE, DBE, or SBE Subcontractors and Suppliers and during the bidding process keep Owner informed on the progress of meeting the desired MBE, DBE, or SBE goals. If there are not three qualified Subcontractors or Suppliers available for a specific trade or there are extenuating circumstances warranting such, the Construction Manager may request approval by Owner to submit less than three names. Without prior written notice to Owner, no change in the recommended Subcontractors or Suppliers will be allowed.
- 2.8.3.2 If Owner objects to any nominated Subcontractor or Supplier or to any self-performed Work for good reason, the Construction Manager will nominate a substitute Subcontractor or Supplier that is reasonably acceptable to Owner and the parties shall enter into an appropriate Change Order for any resulting difference in the Cost of the Work.
- 2.8.3.3 The Construction Manager will distribute Plans and Specifications, and when appropriate, conduct a prebid conference with prospective Subcontractors and Suppliers.
- 2.8.3.4 If the Construction Manager desires to self-perform certain portions of the Work, it will request to be one of the approved Subcontractor bidders for those specific bid packages. The Construction Manager's bid will be evaluated in accordance with the process identified below. If events warrant and Owner concurs that in order to ensure compliance with the Construction Schedule and/or cost, the Construction Manager may self-perform the specific Work. In that event, the Construction Administrator may select either Construction Manager's price to perform the work or any one of subcontractors' proposals, and there shall be no application of a preferred subcontract cost differential.
- 2.8.3.5 The Construction Manager shall receive, open, record and evaluate the bids. The apparent low bidders will be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals the Construction Manager, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of Subcontractor or Supplier bids will be done with Owner Representative in attendance to observe and witness the process. The Construction Manager will resolve any Subcontractor or Supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of the Work.
- 2.8.4 The Construction Manager will be required to prepare two different reports on the subcontracting process.

- 2.8.4.1 Within fifteen days after each major Subcontractor or Supplier bid opening process, the Construction Manager will prepare a report for Owner's review and approval identifying the recommended Subcontractors or Supplier for each category of Work. The report will detail (a) the name of the recommended Subcontractor or Supplier and the amount of the Subcontractor or Supplier bid for each subagreement, (b) the sum of all recommended Subcontractor/Supplier bids received, (c) and trade work and its cost that the Construction Manager intends to self-perform, if any.
- 2.8.4.2 Upon completion of the Subcontractor or Supplier bidding process, the Construction Manager shall submit a summary report to Owner of the entire Subcontractor or Supplier selection process. The report will indicate, by bid process, all Subcontractors or Suppliers contacted to determine interest, the Subcontractors or Suppliers solicited, the bids received and costs negotiated, and the recommended Subcontractors or Suppliers for each category of Work.
- 2.8.5 The approved Subcontractors or Suppliers will provide a Schedule of Values with their bid proposals, which will be used to create the overall Schedule of Values for each segment of the Project.
- 2.8.6 If after receipt of sub-bids or after award of Subcontractors or Suppliers, Owner objects to any nominated Subcontractor or Supplier or to any self-performed Work for good reason, the Construction Manager will nominate a substitute Subcontractor or Supplier, preferably if such option is still available, from those who submitted Subcontractor or Supplier bids for the Work affected. Once such substitute Subcontractors or Suppliers are approved by Owner, the Construction Manager's proposed GMP for the Work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.
- 2.8.7 Promptly after submission of the GMP Proposal for the Work, Owner will conduct a pre-award conference with the Construction Manager and other Project Team members. At the pre-award conference, the Construction Manager will (a) review the nominated slate of Subcontractors or Suppliers and discuss any concerns with or objections that Owner has to any nominated Subcontractor or Supplier; (b) discuss City concerns relating to any proposed self-performed Work; (c) review the Construction Manager's proposed Contract Price for the Work during the construction phase; (d) discuss the conditions, if any, under which Owner will agree to leave any portion of the remaining Contractor's Contingency within the Contract Price for the construction phase Work; (e) resolve possible time frames for the Date of Commencement of the Contract time for the construction phase Work; (f) schedule the pre-construction conference; and (g) discuss other matters of import.

ARTICLE 3 - PERIOD OF DESIGN PHASE SERVICES

3.1 The design phase services described in this Contract will be performed by Construction Manager in accordance with the most current update/revised Project Schedule. A material failure on the part of the Construction Manager to adhere to the Project Schedule requirements for activities for which it is responsible will be sufficient grounds for termination of this Contract by Owner.

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- 3.1.1 Upon a material failure by the Construction Manager to adhere to the approved schedule, City may provide written notice to Construction Manager that it intends to terminate this Contract unless the problem cited is commenced to be cured within three days of Construction Manager's receipt of such notice and such cure is thereafter continuously and diligently prosecuted until completed.
- 3.2 If the date of performance of any obligation or the last day of any time period provided for in this Contract should fall on a Saturday, Sunday, or Holiday, then said obligation will be due and owing, and said time period will expire, on the first day thereafter which is not a Saturday, Sunday or Holiday. Except as may otherwise be set forth herein, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Local time) on the day of performance.

ARTICLE 4 - DESIGN SERVICES PHASE COMPENSATION; AND PAYMENTS

4.1 The Construction Manager's compensation for all design phase services for Element 1 of the Project shall be One Hundred Ninety-Five Thousand and 00/100 (\$195,000.00) Dollars.

Owner may withhold payment to such extent reasonably necessary as a result of (a) third party claims arising out of the design phase services of the Construction Manager and made against Owner and as verified by Owner within 30 days of receipt of said claim. Owner's release of payment to the Construction Manager after said claim does not relieve the Construction Manager from any liability or responsibility otherwise covered in the contract and subsequently arising out of said claim; (b) for the amount of any, over billing, overpayment, or fraud discovered upon audit; (c) failure to make payment prompt payments to sub-consultants; (d) payment request received which includes fees for unapproved sub-consultants; (e) the amount required to correct performance of services not in accordance with generally accepted standards of care of services by the Construction Manager or its sub-consultants. Owner's withholding of payments to Construction Manager shall not in any way relieve the Construction Manager of its obligations to continue to perform its services under this contract.

- 4.2 <u>Payments.</u> Progress payments for the design phase of Element 1 of the Project shall be paid as follows:
 - 1. \$84,000 upon submission of cost estimate at completion of Concept Verification Phase;
 - 2. \$63,000 upon submission of preliminary GMP at completion of 60% Design Phase; and
 - 3. \$48,000 upon submission of GMP at completion of 95% Design Phase.

The Construction Manager's monthly billing shall be on a form approved by the Owner and shall include a cover sheet in which the following is shown:

- 1. Original amount.
- 2. The total previous amounts received.
- 3. The remaining balance to complete the Design Services Phase Project.
- 4. Amount Due.

Additionally, the monthly billing shall include, without limitation, a narrative of the work completed and a statement of Reimbursable Expenses incurred.

The Owner shall make payment to the Construction Manager in accordance with its standard billing and payment procedures and applicable Florida Statutes. Invoices must be received and approved by Owner by the 20th of month in order to be paid in City check cycle. Ordinarily Owner issues checks for payment of invoices on the 10th of each month. A complete and accurate billing from the Construction Manager must have been received and approved by the Construction Administrator and forwarded to the Office of the Airport Director by the last day of the month for consideration of payment on the 10th of the following month. Items received after the last day of the month will be processed in the following payment cycle.

- 4.3 <u>Additional Services.</u> Compensation for additional services, if requested by the Owner in writing, shall be for a fee as outlined in a supplemental agreement for such services duly executed by both parties.
- 4.4 <u>Advance Approval of Additional Services.</u> If the Owner requests additional services, a change order will be executed and the compensation set forth above will be adjusted as agreed by the parties.
- 4.5 The Construction Manager will pay all sums due Subconsultants for services and reimbursable expenses within 14 calendar days after the Construction Manager has received payment for those services from Owner. No retainage shall be held in conjunction with design phase services provided by the Construction Manager.
- 4.6 The Construction Manager agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances by Owner during the progress of any portion of the design phase services specified in this Contract. Such delays or hindrances, if any, will be solely compensated for by an extension of time for such reasonable period as may be mutually agreed between the parties. It is understood and agreed, however, that permitting the Construction Manager to proceed to complete any design phase services, in whole or in part after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of Owner of any of its legal rights herein.
- 4.7 If any design phase service(s) executed by the Construction Manager is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of the Construction

Manager, the Construction Manager shall be paid for the services performed prior to the abandonment or suspension.

ARTICLE 5 - CONSTRUCTION PHASE SERVICES

5.1 The Construction Manager shall cause to be performed all of the Work required by the Contract Documents as revised or added to from time to time to reflect clarifications and approved changes.

5.2. The Work

- 5.2.1 It is the intent of City to describe in the Contract Documents a functionally complete Project to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by the Construction Manager whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference is specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids. City shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.
- 5.2.2 The Construction Manager agrees that the Work shall be performed in a good and professional manner, free from defects in materials and workmanship, and that all Materials shall be new and approved by or acceptable to the Construction Administrator, except as otherwise expressly provided for in the Contract Documents. The Construction Manager shall cause all Materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the improvements.
- 5.2.3 The Construction Manager shall plan, record, and update, at least monthly, the construction schedule of the Work (the "Construction Schedule") utilizing the Critical Path Method ("CPM") of scheduling. As part of each GMP Proposal, the Construction Manager shall prepare and submit for the Construction Administrator's approval the Construction Schedule. It shall indicate the dates for the commencement and completion of the various stages of construction and shall be revised as required by the conditions of the Work, subject to the Construction Administrator's approval. The Construction Schedule shall encompass all of the work of all trades necessary for the construction of the Work and shall be sufficiently complete and comprehensive to enable progress to be monitored on a weekly basis.

5.2.4 Superintendence and Supervision

- 5.2.4.1The Construction Manager shall keep on the Project during its progress, a competent English speaking superintendent or project manager (hereinafter referred to as "superintendent") and any necessary assistants, all satisfactory to the Construction Administrator. The superintendent must be approved by the Construction Administrator before the work begins and shall not be changed except with the written consent of Construction Administrator, unless the superintendent proves to be unsatisfactory to the Construction Manager and ceases to be in its employ in which case the replacement superintendent must be approved by the Construction Administrator. The superintendent shall represent the Construction Manager and all direction given to the superintendent shall be as binding as if given to the Construction Manager and will be confirmed in writing by Construction Administrator upon the written request of the Construction Manager.
- 5.2.4.2 Daily, the Construction Manager's superintendent shall record, at a minimum, the following information either in a bound log or electronically in a commonly accessible, shareable, reproducible, and permanent format: the day; date; weather conditions and how any weather condition affected the progress of the Work; time of commencement of work for the day; the work being performed; materials, labor, personnel, equipment and subcontractors at the Project site; visitors to the Project site including representatives of City and Construction Administrator; any conditions or occurrences encountered which impact the timely and efficient performance of the Work; and the time of termination of work for the day. All information shall be recorded in the daily log in ink, unless recorded electronically. The daily log shall be kept on the Project site and shall be available at all times for inspection and copying by City and Construction Administrator.
- 5.2.4.3 The Construction Administrator and the Construction Manager shall meet every week or as determined by the Construction Administrator, during the course of the Work to review and agree upon the work performed to date, establish the controlling items of work for the week and to discuss such other matters as may contribute to the successful completion of the Project. The Construction Administrator shall publish, keep, and distribute minutes and any comments thereto of each such meeting.
- 5.2.4.4 If the Construction Manager, at any time, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Project Manual, it shall be the Construction Manager's duty to immediately inform Construction Administrator, in writing, and Construction Administrator will promptly review the same. Any work done after such discovery, until authorized, will be done at the Construction Manager's sole risk.
- 5.2.4.5The Construction Manager shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Construction Manager shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
- 5.2.5 The Construction Manager shall check Plans, Specifications and other data to verify all dimensions, quantities and details shown and shall notify Construction Administrator of all errors, omissions and discrepancies found therein within three (3) calendar days of

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discovery. The Construction Manager will not be allowed to take advantage of any error, omission or discrepancy. The Construction Manager shall be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents if the Construction Manager recognized such error, omission or discrepancy and knowingly failed to report it to Construction Administrator.

5.2.6 Differing Site Conditions

- 5.2.6.1 In the event that during the course of the Work the Construction Manager encounters an underground utility that was not shown on the Contract Documents; or subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents, or disclosed in writing to Construction Manager prior to execution of the pertinent GMP Amendment, or ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, the Construction Manager, without disturbing the conditions and before performing any work affected by such conditions, shall, no later than five (5) Days (excluding Saturdays, Sundays, and Holidays) after their discovery, notify Construction Administrator in writing of the existence of the aforesaid conditions and shall propose changes in the Contract Price or the Contract Time, or both, as a result of such differing site conditions. Construction Administrator shall, within three (3) Days (excluding Saturdays, Sundays, and Holidays) after receipt of the Construction Manager's written notice, investigate the site conditions identified by the Construction Manager, If, in the sole opinion of Construction Administrator, the conditions do materially so differ and cause an increase or decrease in the Construction Manager's cost of, or the time required for, the performance of any part of the Work, Construction Administrator shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both, which is subject to approval by Owner and the Construction Manager pursuant to Section 9.4 hereof. If Construction Administrator and the Construction Manager cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be determined by the Construction Administrator in accordance with Article 30. Should Construction Administrator determine that the conditions of the Project site are not so materially different as to justify a change in the terms of the Contract, Construction Administrator shall so notify City and the Construction Manager in writing, stating the reasons. The Construction Administrator's determination of differing site conditions is subject to Section 30.1.
- 5.2.6.2 No request by the Construction Manager for an equitable adjustment to the Contract under this provision shall be allowed unless the Construction Manager has given written notice in strict accordance with the provisions of Section 5.2.6.1. Failure to give such written notice shall constitute an unequivocal waiver of any equitable adjustment under this provision.
- 5.2.6.3 No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Construction Administrator as the date of Substantial Completion.

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5.2.7 Shop Drawings

- 5.2.7.1 The Construction Manager shall submit Shop Drawings as required by the Technical Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of its compliance or noncompliance with the Contract Documents.
- 5.2.7.2 Within thirty (30) calendar days after the Project Initiation Date specified in the Notice to Proceed, the Construction Manager shall submit to Construction Administrator a list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list ("the Schedule of Submissions") by Construction Administrator shall in no way relieve the Construction Manager from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.
- 5.2.7.3 After the approval of the list of items required in Section 5.2.7.2 above, the Construction Manager shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers.
- 5.2.7.4 The Construction Manager shall thoroughly review and check the Shop Drawings and each and every copy shall show its approval thereon.
- 5.2.7.5 If the Shop Drawings show or indicate departures from the Contract requirements, the Construction Manager shall make specific mention thereof in its letter of transmittal to the Construction Administrator and the party submitting the Shop Drawings. Neither such letter of transmittal pointing out such departures nor the failure to point out such departures shall relieve the Construction Manager from its responsibility to comply with the Contract Documents.
- 5.2.7.6 Provided such submittals are in conformity with the approved Schedule of Submission, Construction Administrator shall coordinate review and approval of Shop Drawings by Design Professional within fifteen (15) Days from the date received, unless said Shop Drawings are rejected for material reasons; provided that Construction Administrator and Design Professional shall make good faith efforts to respond sooner than fifteen (15) Days upon written notice from the Construction Manager that an expedited response is critical. Approval of Shop Drawings will be general and shall not relieve the Construction Manager of responsibility for the accuracy of such Shop Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract Documents and not indicated on the Shop Drawings. No work called for by Shop Drawings shall be performed until the said Shop Drawings have been approved by Design Professional. Approval shall not relieve the Construction Manager from responsibility for errors or omissions of any sort on the Shop Drawings.
- 5.2.7.7 It is the Construction Manager's responsibility to reasonably assemble the Shop Drawings for all reasonably interconnecting and/or interdependent items, check them, and then make one submittal to Construction Administrator along with its comments as to

- compliance, noncompliance, or features requiring special attention. No approval will be given for partial submittals of shop drawings for items which reasonably interconnect and/or are reasonably interdependent.
- 5.2.7.8 If catalog sheets or prints of manufacturer's standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.
- 5.2.7.9 The Construction Manager shall submit the number of copies required by Construction Administrator. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.
- 5.2.7.10 The Construction Manager shall keep one set of Shop Drawings marked with Design Professional's approval at the job site at all times.
- 5.2.7.11 The Construction Manager acknowledges and agrees that the Design Professional shall be obligated to review and comment on each shop drawing or technical submittal a maximum of three (3) times and that Construction Manager shall bear the cost of additional reviews.
- 5.2.8 Field Layout of the Work, Record Drawings and Equipment Data
- 5.2.8.1 The entire responsibility for establishing and maintaining line and grade in the field lies with the Construction Manager. The Construction Manager shall maintain an accurate and precise record of the location and elevation of all underground site utilities installed by the Construction Manager, sealed by a Professional Surveyor. The Construction Manager shall deliver these records in good order to Construction Administrator as each segment of the Work is completed. The cost of all such field layout and recording work is included in the prices bid for the appropriate items. All record drawings shall be made on reproducible paper.
- 5.2.8.2 The Construction Manager shall maintain in a safe place at the project site one record set of the Contract Documents in good order and marked currently to record all changes made during construction and an accurate and precise location of all portions of the Work sufficient for the preparation of accurate as-built drawings.
- 5.2.8.3 Prior to, and as a condition precedent to Final Payment, the Construction Manager shall submit to Construction Administrator the Construction Manager's record drawings or asbuilt drawings acceptable to Program Manager.
- 5.2.8.4 Concurrently with the turnover of any piece of equipment to Owner, the Construction Manager shall deliver to Construction Administrator for delivery to Owner all equipment data, along with its recommended spare parts list, maintenance manuals, manufacturer's warranties and operations manuals as may be required for Owner employees or agents to maintain and operate any equipment delivered as a part of the Work.

5.2.9 <u>Inspection and Testing</u>

- 5.2.9.1 Construction Administrator and City shall at all times have access to the Work, and the Construction Manager shall provide for use by the Construction Administrator Construction Manager's on-site construction trailer for such access and for inspecting, measuring and testing as is reasonably needed.
- 5.2.9.2 Should the Contract Documents, Construction Administrator's instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, the Construction Manager shall provide and update weekly for the Construction Administrator a two (2) week "look-ahead" schedule denoting all activity to be performed and highlighting those that need testing and approval. If the testing or approval is to be made by an authority other than City, timely notice shall be given of the date fixed for such testing. Testing shall be made promptly, and where practicable, at the source of supply. If any of the Work is covered up without approval or consent of Construction Administrator, it must, if required by Construction Administrator, be uncovered for examination and properly restored at the Construction Manager's expense.
- 5.2.9.3 Reexamination of any of the Work may be ordered by Construction Administrator and if so ordered, the Work must be uncovered by the Construction Manager. If such Work is found to be in accordance with the Contract Documents, City shall pay the cost of reexamination and replacement by means of a change order. If such Work is not in accordance with the Contract Documents, the Construction Manager shall pay such cost as part of the GMP.
- 5.2.9.4 Inspectors shall have no authority to permit deviations from, or to relax any of the provisions of, the Contract Documents. No action of an inspector shall form the basis of a claim of delay to the Contract.
- 5.2.9.5 The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by the Construction Manager to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of the Construction Manager will constitute a material breach of this Contract.

5.2.10 Taxes.

- 5.2.10.1The Construction Manager shall pay all applicable Taxes required by law. The Construction Manager is responsible for reviewing the pertinent state statutes involving state Taxes and complying with all requirements.
- 5.2.10.2Taxes shall be a reimbursable cost under Section 10.3.5 (6). All such Taxes shall be included in the GMP.
- 5.2.11 Permitted Work Hours. Construction Manager may perform work under this Contract only from 6:00 a.m. until 7:00 p.m., Mondays through Saturdays, but excluding Christmas Day, New Year's Day, Memorial Day and the Saturday prior to Memorial

Day, July 4, Labor Day and the Saturday prior to Labor Day, and Thanksgiving Day and the Friday and Saturday after Thanksgiving Day. No work shall be performed during any other hours, days or evenings except with the prior written consent of the Owner Representative and in accordance with applicable City ordinances.

5.2.12 The Construction Manager understands and agrees that the Design Professional is contractually obligated to respond only to legitimate requests for information and clarification of matters properly pertaining to or related to the design of the Project, as determined by the Construction Administrator. The Construction Administrator shall coordinate review and responses to requests for information by the Design Professional within ten (10) Days from the date received.

ARTICLE 6 - PRIORITY OF PROVISIONS

- 6.1 The Contract Documents shall be interpreted so as to eliminate inconsistencies or conflicts, but in the event of any conflict, requirements for greater quantity and/or more expensive work shall govern.
- 6.2 In case of conflicts between the provisions of this Contract, any ancillary documents executed contemporaneously herewith or prior hereto, or any other of the Contract Documents, the provisions of this Contract (including all Exhibits and Attachments) shall prevail.
- Anything shown on the Plans and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Plans shall have the same effect as if shown or mentioned respectively in both. In case of disagreement between the written and graphic portions of the Project Manual, the written portion shall govern.
- 6.4 The organization of the Specifications into divisions and sections and the arrangement of Plans shall not control the Construction Manager in dividing the Work among subcontractors or in establishing the extent of the Work to be performed by any trade. The organization of the Specifications and the arrangement of the Plans are for the convenience of the Construction Manager and are not intended to relieve the Construction Manager from its obligation to conduct a complete study of the Plans, Specifications and Addenda for the purpose of directing the various Subcontractors and suppliers as to their respective responsibilities.

ARTICLE 7 - CONSTRUCTION ADMINISTRATOR'S AUTHORITY

- 7.1 The Construction Administrator will provide overall technical and management services to assist Owner in maintaining schedules, establishing budgets, controlling costs, achieving quality and minimizing operational disruptions.
- 7.2 If at any time the Construction Administrator observes or becomes aware of any fault or defect in the Project or of any nonconformance with the Contract Documents, Construction Administrator will promptly notify the Owner Representative and the Construction Manager, and will direct that all reasonable steps be taken to correct such fault, defect or nonconformance. The Construction Administrator shall have the authority to reject Work that does not in its opinion, conform to the Contract Documents.

- 7.3 Construction Administrator shall monitor the work of the Construction Manager and shall coordinate all phases of its work to facilitate completion of the Work in accordance with the established time period and estimate of construction cost.
- 7.4 Construction Administrator shall have no control over construction means, method, techniques, sequences and procedures employed by the Construction Manager in the performance of the Work.
- 7.5 Construction Administrator shall determine when the date of Substantial Completion has occurred.

ARTICLE 8 - TIME FOR PERFORMANCE OF CONSTRUCTION OF WORK

8.1 <u>Contract Time</u>

- 8.1.1 The Construction Manager shall be instructed to commence construction of the Work by written instruction in the form of a Notice to Proceed issued by the Owner Representative. The Notice to Proceed will not be issued until after execution of the Guaranteed Maximum Price Amendment by both parties, and the Notice to Proceed shall indicated what portions (which may be all portions) of the Work are included. The receipt of all initially-required permits by the Construction Manager and the Construction Manager's unimpeded access to and use of the Project Site (subject to FAA, TSA, and Airport security regulations) are condition precedents to the issuance of a Notice to Proceed.
- 8.1.2 Time is of the essence throughout this Contract. The parties acknowledge that the construction may, at City's direction, proceed under partial permits. The Construction Manager shall provide Construction Administrator with a schedule indicating specific dates by which completed drawings and permits must be received by the Construction Manager to ensure the uninterrupted progress of the Work in order to complete the Work as scheduled.
- 8.1.3 The Construction Manager shall achieve Substantial Completion no later than the Substantial Completion date set forth in the Guaranteed Maximum Price Amendment(s) and shall achieve Final Completion no later than sixty (60) days after Substantial Completion.
- 8.1.4 If the Construction Manager fails to achieve Substantial Completion of the Work within the time specified in Section 8.1.3 above and the GMP Amendment, plus approved time extensions, the Construction Manager shall pay to City, for each Day after the time specified in the Guaranteed Maximum Price Amendment, plus any approved extensions, per diem liquidated damages in the amount of Six Thousand Dollars (\$6,000.00) for each Day thereafter until Substantial Completion is achieved. Notwithstanding the foregoing, no liquidated damages under this paragraph shall be payable if Substantial Completion is achieved within fifteen (15) calendar days after the time specified in Section 81.3 above and the GMP Amendment, plus approved time extensions.

After Substantial Completion, should the Construction Manager fail to achieve Final Completion within the time specified in Section 8.1.3 above, plus approved time extensions thereof, for Final Completion and readiness for final payment, the Construction Manager shall pay to City, *per diem* liquidated damages in the amount of Three Thousand Dollars (\$3,000.00) for each Day thereafter until Final Completion is achieved.

These amounts are not penalties but are liquidated damages to City for its inability to obtain full beneficial use of the Work. Liquidated damages are hereby fixed and agreed upon between the parties as Owner's sole remedy for the delays in completion, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by City as a consequence of such delay, and both parties desiring to obviate any questions or disputes concerning the amount of said damages and the cost and effect of the failure of the Construction Manager to complete the Contract on time.

Notwithstanding the foregoing, the total liquidated damages payable by the Construction Manager under this Section 8.1.4 shall not exceed the amount of the Construction Manager's Fee.

- 8.1.5 Subject to the dispute resolution provisions of this Contract, Owner is authorized to deduct liquidated damages from monies due to the Construction Manager for the Work under this Contract, or as much thereof as City may, at its own option, deem just and reasonable.
- 8.1.6 The Construction Schedule prepared and maintained by Construction Manager shall include, and shall be deemed to include, Saturday, Sundays, Holidays, and monthly inclement weather days normally encountered at the site for the calendar months included in the Construction Schedule as set forth in Exhibit "G" attached hereto ("Monthly Normal Inclement Weather Days"). Construction Manager shall be charged for each Day during the term of construction including Saturday, Sundays, Holidays, and Normal Inclement Weather Days. If in any calendar month Construction Manager is unable to work at least fifty percent (50%) of the Normal Work Day on predetermined Controlling Work Items due to inclement weather for more Days in such calendar month that the Monthly Normal Inclement Weather Days for such calendar month, as set forth in Exhibit "G" hereto, the Construction Manager may not be charged a Day for each such Day in excess of such Monthly Normal Inclement Weather Days for such calendar month, and the Contract Time shall be extended one Day for each such Day in excess of such Monthly Normal Inclement Weather Days for such calendar month gas Construction Manager's sole remedy for loss of time during such calendar month due to weather, provided that Construction Manager strictly complies with the provisions of Section 8.3. Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for change in Contract Time pursuant to Section 8.3. In any event, time extensions for a delay caused by inclement weather shall be granted only to the extent that such inclement weather delay adversely affects one or more Critical Activities. Nothing in this Section shall be deemed to contradict or affect the application of Section 8.1.7 (no damages for delay).
- 8.1.7 Except as otherwise provided in Section 9.6.1, the Construction Manager's sole remedy for any inclement weather delay or other delay shall be an extension of the Contract

Time, unless such other delay shall have been caused by acts constituting fraud, bad faith or active interference by the Owner with Contractor's performance of the Work and where and to the extent that such acts continue after Contractor's notice to Owner of such interference. Owner's exercise of any of its rights as it relates to changes in work regardless of the extent or number of such changes, or Owner's exercise of any of its remedies of suspension of the work, or requirement of correction or re-execution of any defective work, shall not under any circumstances be construed as active interference with Contractor's performance of the work. To exercise Contractor's right to extension of time due to Owner's active interference, Contractor shall, within three calendar days, or the following business day if the third day falls on a Saturday, Sunday, or Holiday ("notification period"), notify Owner in writing of Owner's active interference. If Contractor fails to notify Owner of Owner's active interference within the notification period, then Contractor waives any rights under this Section to claim Owner's active interference from the end of the notification period until the Owner receives written notification of active interference from Contractor.

8.2 When the Construction Manager considers that the Work has reached Substantial Completion, the Construction Manager shall so notify City and Construction Administrator in writing. Construction Administrator shall then promptly inspect the Work. When Construction Administrator, on the basis of such an inspection, determines that the Work has achieved Substantial Completion, Construction Administrator will then prepare a Certificate of Substantial Completion in the customary form acceptable to the parties which shall establish the Date of Substantial Completion; shall state the responsibilities of City and the Construction Manager for security, maintenance, utilities, damage to the Work, and insurance; and shall list all work yet to be completed ("Punch List") to satisfy the requirements of the Contract Documents for Final Completion; and shall establish time for Final Completion of all such final work. The failure to include any items of corrective work on such list does not alter the responsibility of the Construction Manager to complete all of the Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated segment thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to City through the Owner Representative, after execution by the Construction Manager and Construction Administrator, indicating their written acceptance of the responsibilities assigned to them in such Certificate.

8.3 Notification of Change of Contract Time or Contract Price

8.3.1 Any claim for a change in the Contract Time or Contract Price shall be made by written notice delivered by the Construction Manager to the Construction Administrator within fifteen (15) Days of the commencement of the event giving rise to the claim and stating the general nature of the claim. Notice of the specific nature and elements of the claim shall be delivered within twenty (20) Days after the date of such written notice. Thereafter, within twenty (20) Days of the termination of the event giving rise to the claim, notice of the extent of the claim with supporting data shall be delivered to Construction Administrator, unless Construction Administrator allows in writing an additional period of time to ascertain more accurate data in support of the claim, and

shall be accompanied by the Construction Manager's written sworn certification that the adjustment claimed is the entire adjustment in Contract Time and Contract Price to which the Construction Manager is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time or Contract Price shall be determined by Construction Administrator in accordance with Article 30 hereof, if Construction Administrator and the Construction Manager cannot otherwise agree. NO CLAIM FOR AN ADJUSTMENT IN THE CONTRACT TIME OR CONTRACT PRICE WILL BE VALID IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Nothing in this Section shall be deemed to contradict or affect the application of Section 8.1.7 (no damages for delay). Notwithstanding the foregoing, any claim for a change in the Contract Time or the Contract Price with respect to differing site conditions shall be governed by Section 5.2.6.

The Construction Manager has been informed that Tenant desires to have access to the hangar during the ninety (90) day period prior to the anticipated date of Substantial Completion for the purpose of installing and testing Tenant-provided inventory, improvements, systems, trade fixtures, and equipment, including but not limited to computer network systems, public address system, and IT communications systems. The Construction Manager agrees to cooperate and coordinate in good faith with Tenant to permit Tenant such access if, as, and to the extent that construction activities permit and subject to such reasonable conditions as the Construction Manager may require, which may include, without limitation, Tenant indemnification of the Construction Manager, its subcontractors and suppliers, and their respective employees, guests, and invitees, and Tenant-provided liability insurance for the benefit of the Construction Manager, its subcontractors and suppliers, and their respective employees, guests, and invitees.

ARTICLE 9 - CHANGES IN THE WORK OR TERMS OF CONTRACT DOCUMENTS

- 9.1 Without invalidating the Contract and without notice to Surety or any other surety, City reserves and shall have the right, from time to time, to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional work within the scope of this Project must be accomplished by means of appropriate Field Orders, Change Directives or Change Orders; any sums moved between Contract Price Elements included within the Contract Price must be accomplished by an appropriate Contract Price Element Adjustment Memorandum. Without limiting the generality of the foregoing, Owner may at any time and from time to time issue Change Directives and/or Owner and Construction Manager may at any time and from time to time enter into Change Orders and/or Amendments to add the construction of all or any part of Element 2 to this Contract subject to such terms and conditions as the parties shall mutually agree.
- 9.2 Any changes to the terms of the Contract Documents must be contained in a written document executed by the parties hereto prior to the initiation of any work reflecting such

change. This section shall not prohibit the issuance of Change Directives executed only by City as hereinafter provided. The Owner Representative shall have authority to authorize and execute any Change Order on behalf of Owner if the net increase in the GMP resulting from such Change Order is not greater than \$25,000.00. Otherwise, the Change Order must be executed by the Mayor or City Administrator of the City of Pensacola.

9.3 The Construction Administrator may direct the Construction Manager to expedite the Work by whatever means the Construction Manager may use, including, without limitation, increasing staffing or working overtime, to bring the Work back within the Construction Schedule. If the expediting of Work is required due to reasons within the control or responsibility of the Construction Manager, then the additional costs incurred shall be chargeable to the Cost of the Work as part of the GMP. If the expediting of Work is required due to reasons outside the control or responsibility of the Construction Manager, then the additional costs incurred shall be the subject of an appropriate adjustment issued pursuant to Section 9.4 below.

9.4 Changes to the Work

- 9.4.1 Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Contract Price or the Contract Time, shall be authorized only by Change Orders or Change Directives. Without limiting the generality of the foregoing, Owner may at any time and from time to time issue Change Directives and/or Owner and Construction Manager may at any time and from time to time enter into Change Orders and/or Amendments to add the construction of all or any part of Element 2 to this Contract subject to such terms and conditions as the parties shall mutually agree.
- 9.4.2 The Construction Administrator, as authorized by the Owner Representative, may initiate a change order request ("Change Order Request"), setting forth in detail the nature of the requested change. Upon receipt of a Change Order Request, the Construction Manager shall review the change order request with the Construction Administrator prior to furnishing to the Construction Administrator a statement setting forth in detail, with a suitable detailed breakdown including a breakdown of labor and materials, the Construction Manager's estimate of the changes in the Estimated Construction Manager's Direct Construction Cost (as set forth as an exhibit, in the format of Exhibit "B" hereto. to the GMP Amendment) and changes to any other Contract Price Elements attributable to the changes set forth in such Change Order Request and proposed adjustments, if any, to the Contract Time resulting from such Change Order Request. If the Owner Representative accepts such the Construction Manager's Estimate, a Change Order shall be executed by an authorized representative of Owner and delivered by the Construction Administrator to the Construction Manager for execution. Agreement on any Change Order shall constitute a final settlement on all items affected therein, including without limitation any adjustment in the Guaranteed Maximum Price or the Contract Time, subject to performance thereof and payment therefore pursuant to the terms of this Contract and such Change Order.

- 9.4.3 The Construction Manager's fee on such changes shall be determined as follows:
 - (a) A mutually acceptable fixed fee, or if none can be agreed upon,
 - (b) The Construction Manager's Fee (expressed as a percentage as set forth in the GMP Amendment) multiplied by the net change to the Cost of the Work resulting from the Change Order. Any subcontractor's percentage markup for overhead and profit on change orders shall be reasonable, but in no event shall the aggregate of the subcontractor's overhead and profit markups exceed fifteen percent (15%). In the event subcontractor is affiliated with the Construction Manager by common ownership or management, or is effectively controlled by the Construction Manager, no Construction Manager's Fee will be allowed on the subcontractor's costs. In the event there is more than one level of subcontractor, such as second and third tier subcontractors, the sum of all of the subcontractors' percentage markups for overhead and profit shall not in the aggregate exceed thirty percent (30%).
- 9.4.4 All changes to construction contracts must be approved in advance in writing.
- 9.4.5 The Construction Manager shall not start work on any alteration requiring an increase in the Contract Price or the Contract Time until a Change Order setting forth the adjustments is approved in writing by Owner. Upon receipt of a Change Order, the Construction Manager shall promptly proceed with the work set forth within the document.
- 9.4.6 In the event a satisfactory adjustment cannot be negotiated for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, City reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work, or submit the matter in dispute to Construction Administrator as set forth in Article 30 hereof. During the pendency of the dispute, and upon receipt of Change Directive from the Owner Representative, the Construction Manager shall promptly proceed with the change in the Work involved and advise the Construction Administrator and Owner Representative in writing within seven (7) calendar days of the Construction Manager's agreement or disagreement with the adjustment, if any, provided in the Change Directive for the Contract Price or Contract Time.
- 9.4.7 On approval of any Contract change increasing the Contract Price, the Construction Manager shall ensure that the Performance Bond and the Payment Bond are increased so that each reflects the total Contract Price as increased.
- 9.5 The Construction Administrator shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price or Contract Time.

9.6 Excusable Delay: Compensable and Non Compensable

9.6.1 Excusable Delay is delay which extends the Contract Time, is not otherwise contemplated by the Contract (e.g., Section 8.1.6 Monthly Inclement Weather Days), and is caused by circumstances beyond the control of the Construction Manager or its subcontractors, material persons, suppliers, or vendors. Excusable Delay may include, without limitation (a) acts of God; (b) flood, fire, hurricane, earthquake, adverse weather conditions, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Contract; (f) action by any governmental authority; and (g) labor disputes or unavoidable casualties. If Construction Manager is unable to work at least fifty percent (50%) of the Normal Work Day on predetermined Controlling Work Items due to Excusable Delay, the Construction Manager may not be charged a Day for each such Day, and the Contract Time shall be extended one Day for each such Day as Construction Manager's sole remedy for loss of time during such calendar month due to weather, provided that Construction Manager strictly complies with the provisions of Sections 8.1.7 and 8.3. However, notwithstanding the foregoing, if the Contract Time is so extended for more than thirty (30) Days, Construction Manager shall be entitled to a Change Order increasing the General Conditions Costs and, correspondingly, the Contract Sum by \$6,665.00 per Day for each Day of such extension in excess of thirty (30) Days, as liquidated damages incurred by the Construction Contractor by reason of such Excusable Delay.

The Construction Manager shall document its claim for any time extensions and delay as provided in Section 8.3 hereof.

Failure of the Construction Manager to comply with Section 8.3 as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

9.6.2 Excusable Delay may be compensable or non-compensable. Except as otherwise expressly provided in Section 9.6.1, Excusable Delay is compensable ("Compensable Excusable Delay") only if the Excusable Delay is solely caused by the fraud, bad faith or active interference by Owner; provided that Construction Manager strictly complies with the provisions of Sections 8.1.7 and 8.3. In no event shall the Construction Manager be compensated for interim delays which do not extend the Contract Time.

The Construction Manager shall be entitled to direct and indirect costs for Compensable Excusable Delay. Direct cost recoverable by the Construction Manager shall be limited to the actual additional costs allowed pursuant to Section 10.3.

City and the Construction Manager recognize and agree that the amount of the Construction Manager's precise actual indirect costs for Compensable Excusable Delay in the performance and completion of the Work is impossible to determine as of the date of execution of the Contract Documents, and that proof of the precise amount will be difficult. Therefore, indirect costs recoverable by the Construction Manager shall be liquidated on a daily basis for each day the Contract Time is delayed due to a

Compensable Excusable Delay. These liquidated indirect costs shall be paid to compensate the Construction Manager for all indirect costs caused by a Compensable Excusable Delay and shall include, but not be limited to, all profit on indirect costs, job site and home office overhead, acceleration, loss of earnings, loss of productivity, loss of bonding capacity, loss of opportunity and all other indirect costs recoverable. City shall pay the Construction Manager liquidated damages in the per diem amount of \$6,665.00 for each day the Contract Time for the Work is delayed due to a Compensable Excusable Delay.

The Construction Manager shall be entitled to recover liquidated damages, if at all, under either Section 9.6.1 or Section 9.6.2, but not under both such sections, for the same delay time period.

When Excusable Delay is (i) caused by circumstances beyond the control of the Construction Manager, its subcontractors, material persons, suppliers and vendors, and is also caused by circumstances not meeting the criteria of Excusable Compensable Delay, or (ii) is caused jointly or concurrently by the Construction Manager or its subcontractors, material persons, suppliers or vendors and by Owner or Construction Administrator, then the Construction Manager shall be entitled only to a time extension and no further compensation for the delay.

ARTICLE 10 - PAYMENTS AND COST OF THE WORK

- In full consideration of the full and complete performance of the Work and all other obligations of the Construction Manager hereunder, Owner shall pay to the Construction Manager a sum of money, not to exceed the Guaranteed Maximum Price as adjusted by approved Change Orders, equal to the Contract Price which is defined to be the total of:

 (i) the Cost of the Work, (ii) the General Conditions Costs set forth in the GMP Amendment, (iii) the Construction Manager's design phase fee set forth in Section 4.1, (iv) so much of the approved amount of the Construction Manager's Contingency account as may have been expended, (v) so much of the approved amount of the Owner's Contingency account as may have been expended by Construction Manager for the Work, (vi) Taxes and (vii) the Construction Manager's Fee. The Contract Price shall not exceed the Guaranteed Maximum Price, adjusted to take into account any approved Change Orders, and shall mean those costs necessarily incurred and paid by the Construction Manager in connection with the performance of all the Work.
- 10.2 Intentionally left blank.
- 10.3 The term "Cost of the Work" shall mean the sum of all direct costs necessarily incurred and paid by the Construction Manager in the performance of the Work. Such costs shall be at rates not higher than those customarily paid in the locality of the Project except with the prior written consent of City. The Cost of the Work shall include only those items set forth in this Section 10.3 and shall not include any items listed in Section 10.4. Payment for any work covered by the Contract shall be determined in one of the following ways:

10.3.1 Subcontractor Costs

- (1) Where the Work is covered by unit prices contained in the Contract Documents or an applicable subcontract, by application of unit prices to the quantities of items involved. If the quantity of any item of subcontractor work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such work indicated in the Contract Documents, an appropriate Change Order may be issued to adjust the unit price, if warranted.
- (2) By mutual acceptance of a lump sum which subcontractor, the Construction Manager and Construction Administrator acknowledge contains a component for overhead and profit, which shall be subject to the limitation of subcontractor fees set forth in Section 9.4.3. Whenever a change in subcontractor work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, the Construction Manager shall submit an initial cost estimate obtained from the subcontractor and acceptable to Construction Administrator. The breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost. Whenever a change involves more than one subcontractor and the change is an increase in the GMP, the overhead and profit percentage of each subcontractor and the Construction Manager, if applicable, shall be itemized separately.
- (3) If a subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work shall be determined in the same manner as the Construction Manager's cost of the work, subject to the limitation on subcontractor's fees set forth in Section 9.4.3.
- (4) If changes to subcontracted work affect the GMP, such changes shall be accomplished in accordance with Section 9.4. The amount of decrease in the GMP for any change which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and decreases are involved in any one change, the combined effect shall be figured on the basis of the net change in the GMP, if any.
- 10.3.2 Payroll costs for employees in the direct employ of the Construction Manager in the performance of the work who are stationed or principally located in the field or field office as follows: salaries plus labor burden as set forth in the schedule of job classifications agreed upon by City and the Construction Manager and included in each GMP Proposal and GMP Amendment (Management Services) Labor burden shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation, holiday pay and any other fringe or utilized benefits.
- 10.3.3 Materials and Equipment: Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith, adjusted in accordance with Article 12, pertaining to "Discounts, Rebates and Refunds;" rentals of all construction equipment and machinery and the parts thereof whether rented from the Construction Manager or others in accordance with rental agreements and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the

use thereof is no longer necessary for the work. If the total rent paid for any item of equipment rented from a vendor or from the Construction Manager's stock will exceed seventy (70%) percent of its fair market value, with Construction Administrator's approval the item shall be purchased, a bill of sale issued by the Construction Manager, and the item shall become the property of Owner. For equipment owned by the Construction Manager which is utilized in construction of the Work, cost shall be calculated on the actual cost of operation, proration of maintenance and actual depreciation in value.

- 10.3.4 Owner reserves the right to purchase and/or supply materials, tools or items of equipment to the Construction Manager which Owner is able to provide at a lower cost than that available to the Construction Manager or has already purchased on a prior project or desires to direct purchase so as not to pay sales tax. In the event of such purchase or supply by Owner, the actual purchase price shall be considered as an element of the Direct Construction Cost.
- 10.3.4.1 City certifies and represents that it is properly certified as an entity exempt from the payment of sales and use taxes in the State of Florida. Prior to City's purchase of any materials pursuant to the provisions of Section 10.3.4, City shall provide Construction Manager, upon request, with documentation confirming such exemption, including City's Certificate of Entitlement. City acknowledges that Construction Manager may rely upon this certification and representation by City.
- 10.3.4.2 City may purchase materials to be incorporated into the Work directly pursuant to the terms and conditions of this Section 10.3.4.
- 10.3.4.3 In the event City elects to purchase materials directly, City and Construction Manager shall follow the following procedures:
 - (a) Prior to City's issuance of the Notice to Proceed, Construction Manager shall provide to City a list of the materials and equipment potentially available for direct purchase by City. Such list shall include (i) an estimate of the value of each such item, (ii) an estimate of the sales/use tax savings on each such item, and (iii) the deadline for ordering each such item, such that the materials can be timely ordered, fabricated and delivered so as not to delay the prosecution of the Work. Construction Manager shall not order any such items until not less than thirty (30) days after such list has been provided to City. City shall notify Construction Manager in writing of the materials and equipment to be used or incorporated into the Work that City has determined that it will purchase directly. This notice must be provided to Construction Manager before the Construction Manager has ordered the materials, and such materials shall be ordered by City on or before the ordering deadline specified in such list.
 - (b) Construction Manager shall prepare, on City's form, a purchase order directed to the vendor of the materials sufficient to describe and order the materials which City has elected to purchase directly, and shall provide such purchase order to City. Such purchase order shall provide that the purchased item shall be FOB job site. Construction Manager's submission of a completed purchase order form is a representation by Construction Manager to City that the materials described therein comply with the

Contract Documents. City may not prepare or issue a purchase order not prepared by Construction Manager.

- (c) City shall execute the purchase order and shall issue the purchase order directly to the vendor supplying the materials, including, as an attachment to such purchase order, a copy of the City's Certificate of Exemption in accordance with the provisions of Florida Administrative Code, Paragraph 12A-1.094, Public Works Contracts.
- (d) The vendor shall then issue its invoice directly to City, and City shall pay the invoice according to its terms directly to vendor from public funds.
- (e) City shall provide Construction Manager with a copy of each invoice and proof of payment.
- (f) Upon receipt of each invoice and proof of payment, Construction Manager shall prepare, not more frequently than monthly, a Change Order reducing the Guaranteed Maximum Price by the amount paid by City for the directly purchased materials plus the amount of sales or use tax which Construction Manager would have paid on such materials had Construction Manager purchased the materials itself. The Change Order shall then be executed as provided in the Contract Documents. However, the Construction Manager's Fee and the Construction Manager's Contingency shall be calculated as if the Guaranteed Maximum Price was not reduced by the amount paid by City for directly purchased materials; provided that the amount of sales or use tax savings resulting from direct purchases by City shall be excluded from the Cost of the Work for the purpose of calculating the Construction Manager's Fee and the Construction Manager's Contingency. For the avoidance of doubt, the premiums for bonds and insurance included in the General Conditions Cost shall not be affected by reason of any amount paid by City for directly purchased materials.
- (g) City shall take title to the materials at the time of delivery by the vendor to the job site, and all warranties with respect to such materials shall run directly from the vendor to City; however, Construction Manager shall be deemed a third-party beneficiary of such warranties. City's direct purchase of materials shall not, however, alter any of Construction Manager's obligations under the Contract Documents, including but not limited to Construction Manager's warranty obligations under the Contract Documents.
- (h) As provided above, direct purchases by City shall be FOB the jobsite, so the vendor assumes the risk of loss or damage to the materials from the date of submission of the order until the materials are delivered to the job site and properly unloaded and stored at the job site, upon which City shall assume the risk of loss or damage to the materials.
- 10.3.4.4The provisions of this Section 10.3.4 do not relieve Construction Manager of its obligations to install any directly purchased materials in compliance with the Contract Documents.

- 10.3.4.5If City fails to order any direct-purchase materials on or before the date specified by the Construction Manager pursuant to Section 10.3.4.1 and such failure delays the critical path of the Work, Construction Manager shall be entitled an equitable adjustment of the Contract time, unless Construction Manager is at fault for such delay.
- 10.3.4.6City shall indemnify and hold the Construction Manager harmless of and from any liability for sales and use taxes, including any penalties and interest, for direct purchases by City should it be determined that the purchases, in fact, are subject to the payment of sales and use taxes or that the methodology described herein is not sufficient to exempt such direct-purchase materials from sales and use taxes.

10.3.5 Miscellaneous costs:

- (1) The receipted cost of telephone, telegrams, postage, photographs, blueprints, office supplies, first aid supplies and related miscellaneous costs reasonably incurred in direct support of the Work at the Project Location.
- Premiums (net) on bonds and insurance, not included in General Conditions (2) Costs, that the Construction Manager is obligated to secure and maintain under the terms of the Contract Documents, subject to the written approval of Owner. Premiums paid as part of the Construction Manager's Cost shall be net of trade discounts, volume discounts, dividends and other adjustments. All insurance and bonds shall be provided by companies acceptable to Owner. Self-insurance by the Construction Manager or insurance through any affiliates of the Construction Manager shall not be permitted without Owner's prior written approval; provided that Owner hereby approves Construction Manager's use of Lakeview Risk Partners, a related party, as Construction Manager's agent (but not surety or underwriter) in bonding and insurance transactions. Premiums for subcontractor bonds that are not required under the terms of the Contract Documents shall be considered part of the Construction Manager's Overhead, not Cost of the Work. Notwithstanding the foregoing, the Construction Manager may purchase from AXA XL a Subcontractor Default Insurance ("SDI") policy providing comprehensive default coverage on enrolled subcontractors and specified vendors providing portions of the Work where the subcontractor or supplier has a direct contractual relationship with the Construction Manager. The premium for such SDI policy shall be included in the Cost of the Work up to but not exceeding an amount equal to one and three-tenths percent (1.3%) of the aggregate value of all subcontracts and specified purchase orders, including Change Orders, covered by such SDI policy; provided that any portion of the premium in excess of such amount shall be considered part of the Construction Manager's Overhead, not Cost of the Work; and provided further that the value of any portion of the Work performed by the Construction Manager or a subcontractor affiliated with the Construction Manager by common ownership or management or effectively controlled by the Construction Manager shall not be included in the premium calculation. The Construction Manager's procurement of such SDI policy shall not alter, limit, or restrict in any way the Construction Manager's obligations and liabilities under the Contract Documents.

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- (3) The cost of obtaining and using any utility services required for the Work that are not paid directly by City, including fuel and sanitary services at the Project site.
- (4) The cost of removal of debris from the site. The Project site, lay-down locations, and staging sites will be kept clear of all debris on a daily basis. All subcontracts shall require subcontractors to promptly (no less than weekly) remove all debris created by their activities, and the Construction Manager shall exercise its best efforts to enforce such requirements or to effect the removal of the debris of the subcontractors who fail in this regard. Provided, however, the Construction Manager shall not be required to remove debris created by Owner's separate contractors or operators except pursuant to Change Order procedures set forth herein.
- (5) The cost and expenses, actually sustained by the Construction Manager in connection with the Work, of protecting and repairing adjoining property, if required, except to the extent that any such cost or expense is:
 - (a) the responsibility of the Construction Manager under Article 28, reimbursable by insurance or otherwise;
 - (b) due to the failure of the Construction Manager to comply with the requirements of the Contract Documents with respect to insurance; or,
 - (c) due to the failure of any officer of the Construction Manager or of any of its representatives having supervision or direction of the Work to exercise good faith or the standard of care normally exercised in the conduct of the business of a general contractor experienced in the performance of work of the magnitude, complexity and type encompassed by the Contract Documents, in any of which events any such expenses shall not be included in the Construction Manager's costs.
- (6) Taxes with respect to services performed or material furnished for the Work, it being understood that none of the foregoing includes Taxes.
- (7) All reasonable costs and expenditures necessary for the operation of the project job site office, including cost of field computer equipment and software in accordance with Exhibit "C".
- (8) If not included in General Conditions Costs or in a lump-sum Construction Manager self-performance or subcontract package, necessary transportation, travel, and subsistence expenses incurred by the specified employees of Construction Manager, excluding travel time, incurred in discharge of duties connected with the Work, except for local travel to and from the site of the Work, subject to the following limitations: (1) each GMP Proposal and GMP Amendment shall include a mutually agreeable allowance for travel expenses and shall name the employees who are subject to such travel allowance; (2) any travel expenses incurred by the Construction Manager in excess of the travel allowance shall be the sole obligation of the Construction Manager and, at the Construction Manager's election, may be paid from the Construction Manager's Contingency

to the extent of available funds; (2) fares for air transportation shall not exceed standard coach rates; (3) reimbursement for ground travel (automobile rental, taxi, parking, etc.) shall not exceed \$50.00 per day; and (4) reimbursement for lodging expenses while traveling shall not exceed the corporate rate at major business hotels in the area and the per diem for meal and miscellaneous business expenses shall not exceed \$30.00. The Construction Manager shall provide detailed receipts for all reimbursable charges. The parties understand and agree that teleconferencing, video conferencing, and virtual meeting technologies shall be used to the maximum extent feasible in order to minimize the need for travel by the Construction Manager's employees.

- (9) Cost, including transportation and maintenance, of all materials, supplies, office equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remain the property of the Construction Manager.
- (10) Deposits lost for causes other than the Construction Manager's negligence; royalty payments and fees for permits and licenses.
- (11) Cost of premiums for additional bonds and insurance, not included in General Conditions Costs, and required because of changes in the Work.
- (12) Cost of shuttling employees to and from the job site to the designated parking and/or staging area, if required.
- (13) Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants, employed for services specifically related to the Work.
- (14) Any other expenses or charges incurred, with the prior written approval of the Construction Administrator, in the performance of the Work.
- 10.4 Overhead. "Overhead" is defined as any and all other costs, not referenced in Section 10.3, of the Construction Manager and its operation, including but not limited to the overhead items shown on the matrix attached hereto as Exhibit "E". The Direct Cost of the Work shall not include Overhead. The Construction Manager agrees to furnish and perform, as a part of the Contractor's Fee and without reimbursement, said Overhead items which include, but are not limited to, the following materials and services:
- 10.4.1 Payroll costs and other compensation of the Construction Manager's officers, executives, principals (of partnership and sole proprietorship), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by the Construction Manager that are shown under the "Fee" column on the matrix attached hereto as Exhibit "E", all of which are to be considered administrative costs covered by the Construction Manager's Fee.

- 10.4.2 Other than those expenses authorized on Exhibit "C", expenses of the Construction Manager's principal and branch offices.
- 10.4.3 Any part of the Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work and charges against the Construction Manager for delinquent payments.
- 10.4.4 Other overhead, general expense costs or charges of any kind and the cost of any item not specifically and expressly included in Section 10.3.
- 10.4.5 Costs in excess of the Guaranteed Maximum Price.
- 10.4.6 Entertainment and meal expenses and charges of a personal nature.
- 10.4.7 Bonuses, profit-sharing or other special labor charges not included in Section 10.3.2, above.
- 10.4.8 Any outside legal fees incurred without prior written approval from Owner Attorney's Office.

10.5 Progress Payments

- 10.5.1 The Owner shall make payment to the Construction Manager in accordance with its standard billing and payment procedures and applicable Florida Statutes. Invoices must be received and approved by City by the 20th of month in order to be paid in City check cycle. Ordinarily Owner issues checks for payment of invoices on the 10th of each month. A complete and accurate billing from the Construction Manager must have been received and approved by the Construction Administrator and forwarded to the Office of the Airport Director by the 20th day of the month for consideration of payment on the 10th of the following month. Items received after the 20th day of the month may be processed in the following payment cycle.
- 10.5.2 Ten percent (10%) of all monies earned by the Construction Manager shall be retained by City until Final Completion and acceptance by City of the Work in accordance with Section 10.8 hereof. After fifty percent (50%) of the Work has been completed, the Owner Representative may reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter, and after ninety percent (90%) of the Work has been completed, the Owner Representative may reduce the retainage to two and one-half percent (2-1/2%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage shall be in the sole discretion of the Owner Representative, shall be recommended by Construction Administrator, and the Construction Manager shall have no entitlement to a reduction. Without limiting the generality of the foregoing, any reduction in retainage shall be subject to (1) the written consents of the various grant funders, if required by the grant agreements, (2) the written consent of the Surety, and (3) reasonable evidence that there exist no actual or potential claims against the Construction Manager or any of its subcontractors. Any interest earned on retainage shall accrue to the benefit of City.

- 10.5.3 City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 10.5.3.1Defective Construction Manager or subcontractor work not remedied.
- 10.5.3.2Claims filed or upon reasonable evidence indicating probable filing of claims by other parties against the Construction Manager relating to the Project.
- 10.5.3.3Failure of the Construction Manager to make payments properly to subcontractors or for material or labor.
- 10.5.3.4Damage to another contractor not remedied.
- 10.5.3.5 Liquidated damages.
- 10.5.3.6 Prior to the date that payment of the withheld funds is otherwise due, Owner shall give Construction Manager written notice of the reason(s) that Owner is withholding funds, and the Construction Manager shall be entitled to receive the withheld funds if, as, and when such reason(s) are cured.
- 10.5.4 Fifteen (15) days prior to the first Request for Payment, the Construction Manager shall prepare an initial schedule of values for approval by the Construction Administrator allocating the entire estimated the Construction Manager's Direct Construction Cost among the various portions of the Work (the "Schedule of Values"). The Schedule of Values shall list the cost of materials, the cost of labor, the cost of equipment and the cost of subcontractor work separately for the portions of the Work delineated. Each monthly Request for Payment shall be for a sum equal to (i) that portion of the Construction Manager's Direct Construction Cost equal to the percentage of the Work completed; plus (ii) the amount of the Construction Manager's General Conditions actually expended; plus (iii) the amount of the Construction Manager's Fee equal to the percentage of the Work completed; provided, however, that prior to the date of the Final Request, and unless subject to reduction under Section 10.5.2, the aggregate of the Construction Manager's Fee payments shall not exceed ninety percent (90%) of the Construction Manager's Fee.

The Construction Manager's Direct Construction Cost shall be segregated and detailed in a manner satisfactory to the Construction Administrator, with sufficient supporting documentation and description of charges for the Construction Administrator to evaluate the charges. The Request for Payment shall indicate the percentage of completion of each portion of the Work, and the total Work, as of the end of the period covered by the Request for Payment. The Schedule of Values shall be used as one basis for reviewing the Request for Payment when such amounts are approved. The Request for Payment may include the cost of Materials not incorporated in the Work, but delivered and suitably stored at the Project location or at some other location approved, in writing in advance, by Owner. Materials stored off-site must be supported by a detailed invoice, bill of sale (transferring ownership to Owner) and insurance certificate naming Owner as additional insured equal to or exceeding the cost of the material so acquired.

- 10.6 If the Construction Administrator, in its good faith judgment, determines that the portion of the Guaranteed Maximum Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Plans, Specifications and Addenda, no additional payments will be due to the Construction Manager hereunder unless and until the Construction Manager, at its sole cost, performs a sufficient portion of the Work so that such portion of the Guaranteed Maximum Price then remaining unpaid is determined by the Construction Administrator to be sufficient to so complete the Work.
- 10.7 The Construction Administrator and Owner shall review each such Request for Payment and may make such written exceptions as the Construction Administrator or Owner reasonably deem necessary or appropriate under the state of circumstances then existing. In no event shall Owner be required to make payment for items of the Construction Manager's Cost to which the Construction Administrator or Owner reasonably take exception.
- 10.8 Thirty (30) days after Final Completion of the Work and acceptance thereof by Owner or as soon thereafter as possible, the Construction Manager shall submit a final request for payment ("Final Request") which shall set forth all amounts due and remaining unpaid to the Construction Manager (including the unpaid portion of the Construction Manager's Fee). Upon approval of the final request for payment, Owner will issue a Final Certification of Payment in the customary form acceptable to the parties. The Construction Manager shall deliver to Owner the a Final Receipt in the form of Attachment 4 hereto.
- 10.9 Except for the Construction Manager's Fee, the Construction Manager shall use the sums advanced to it pursuant to this Article 10 solely for the purpose of performance of the Work and the construction, furnishing and equipping of the Work in accordance with the Plans, Specifications and Addenda and payment of bills incurred by the Construction Manager in performance of the Work.
- 10.10 Within 10 calendar days of receipt of payment from Owner, the Construction Manager shall pay all bills for labor and material performed and furnished by its subcontractors, suppliers and material providers, in connection with the construction, furnishing and equipping of the Work and the performance of the Work.
- 10.11 With the issuance of the GMP Plans and Specifications, Owner shall deliver to the Construction Manager a written list of those items, if any, to be purchased for use in the Work with funds furnished therefor by Owner (e.g., hoists, scaffolding, forms, tools, etc.) that Owner desires to retain or require to be sold upon completion of the Work (the "Retention Items"). Upon completion of the Work or the appropriate parts thereof, the Construction Manager shall, as directed by Owner in writing, either (i) deliver the Retained Items to Owner or (ii) either sell the Retained Items to a third party or purchase itself at the then fair market value thereof from Owner (said value determination being subject to Owner's written approval. The amounts received from such sale, if any, shall inure to Owner as a separate transaction outside the scope of this Contract.
- 10.12 In the event the Construction Manager submits charges as a Cost of the Work that are not specifically covered by this Contract, and to which the Construction Administrator objects, the Construction Manager must, as a condition precedent to pursuit of any other

method of dispute resolution, notify the Construction Administrator in writing, within twenty (20) days after the Construction Administrator objects to said charge, that the Construction Manager desires to resubmit the charge for resolution. The charge will then be resubmitted and an attempt to resolve the charge may be made by the Construction Manager, the Construction Administrator and Owner. Any charge not approved by the Construction Administrator within thirty (30) days of resubmission will be presumed to be disallowed, and the Construction Manager may thereafter pursue such remedies as may be available to it under this Contract.

ARTICLE 11 – DISCOUNTS, REBATES AND REFUNDS

All cash discounts obtained on payments made by the Construction Manager shall accrue to Owner unless the Construction Manager actually advanced its own funds, prior to receipt of funds from City, to make the payment giving rise to the discount. When the Construction Manager becomes aware that a cash discount may be available to City, the Construction Manager shall, prior to advancing its own funds, timely notify Construction Administrator of such opportunity so City can make the required payment to achieve the discount for Owner. The Construction Manager shall only advance its own funds if City declines to make the early payment. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to City, and the Construction Manager shall make provisions so that they shall be obtained.

ARTICLE 12 - SUBCONTRACTS AND PURCHASE ORDERS

- 12.1 Provisions for selection of subcontractors are defined under Section 2.8. Additionally, the following shall be required for all subcontract and purchase order agreements.
- When the Construction Administrator has approved the award of any such subcontract or 12.2 purchase order, the Construction Manager shall contract solely in its own name and behalf, and not in the name or behalf of Owner, with the specified subcontractor or supplier. The Construction Manager's subcontract form shall provide: that the subcontractor shall perform its portion of the Work in accordance with all applicable provisions of this Contract and the other Contract Documents; that subcontractor is bound to the Construction Manager to the same extent as the Construction Manager is bound to Owner; that subcontractor shall have the Construction Manager and City named as additional insureds on its commercial general liability insurance and provide an insurance certificate evidencing same; for termination of the subcontract by the Construction Manager in the same manner and method as provided in Article 23 of this Contract, or as otherwise provided in such subcontract, whichever is more protective of Owner's interest; and shall further provide that, in the event this Contract is terminated for any reason, that the subcontractor shall, at Owner's option, perform its subcontract for Owner, or for a contractor designated by Owner, without additional or increased cost, provided the subcontractor is paid in accordance with its subcontract. Nothing contained herein shall impose on Owner an obligation to assume any subcontract or make any payment to any subcontractor to perform pursuant to this Section 12.2, and nothing contained herein shall create any contractual relationship between Owner and any subcontractor.

The contract between the Construction Manager and subcontractor(s) shall provide that, in the event of this Contract termination by reason of a default under this Contract by the

Construction Manager, the subcontractor shall at Owner's option perform its contract for the Owner, or for a Construction Manager or Contractor designated by the Owner, without additional or increased cost. In that event, the Construction Manager shall sign and require subcontractor(s) to sign an assignment of rights under its contract to Owner or the Owner's designee in a form approved by the Owner. Nothing contained herein shall, however, create any obligation of Owner to assume any contract or make any payment to any the Construction Manager subcontractor unless the Owner chooses to assume such contract in accordance with the terms of this provision.

- 12.3 The Construction Administrator may, for good cause, designate as the selected subcontractor or supplier a bidder whose bid exceeds that of the bidder recommended by the Construction Manager, whose bid complies with the Plans, Specifications and Addenda (the amount by which the bid of the selected subcontractor exceeds the bid of the bidder recommended by the Construction Manager is referred to herein as the "preferred subcontractor cost differential"). If the Construction Administrator selects a bidder other than the bidder recommended by the Construction Manager then the Construction Administrator may designate that the preferred subcontractor cost differential shall be charged against the Construction Manager's Contingency or any surplus amounts within the Owner's Contingency, as mutually agreed by the parties, or the Guaranteed Maximum Price shall be increased by the amount of the preferred subcontractor cost differential.
- 12.4 All subcontracts shall, so far as practicable, contain unit prices and any other feasible formula for use in determination of the cost of changes in the Work.

ARTICLE 13 - INSPECTION OF WORK

- 13.1 As to means and methods, by executing the GMP Amendment, the Construction Manager represents that it has inspected the location or locations of the Work and has satisfied itself as to the condition thereof and that the Guaranteed Maximum Price is just and reasonable compensation for all Work, including all foreseen or reasonably foreseeable risks, hazards and difficulties in connection therewith.
- 13.1.1 Owner and the Construction Administrator at all times shall have access to the Work for inspection thereof, but shall not be obligated to conduct any such inspection. The Construction Manager shall provide proper and safe facilities for such access and inspection by Owner and Construction Administrator. If any of the Work is required to be inspected or approved by any public authority, the Construction Manager shall cause such inspection or approval to be performed at its sole expense.
- 13.1.2 No inspection performed or failed to be performed by Owner or Construction Administrator hereunder shall be a waiver of any of the Construction Manager's obligations hereunder or be construed as an approval or acceptance of the Work or any part thereof.
- 13.1.3 The Construction Manager shall check all materials and labor entering into the Work and shall keep such full and detailed accounts as may be necessary to determine the Construction Manager's Cost.

- 13.2 City or its designee shall have the right to inspect and copy the books and records and accounts of the Construction Manager and all subcontractors including but not limited to books, records, correspondence, instructions, drawings, receipts, payment records, vouchers, and memoranda which relate in any way to the Project, and to any claim for additional compensation made by the Construction Manager, and to conduct an audit of the financial and accounting records of the Construction Manager which relate to the Project and to any claim for additional compensation made by the Construction Manager, subject to the limitations and exemptions of Chapter 119, Florida Statutes. The Construction Manager shall preserve and make available to City all financial records, supporting documents, statistical records and any other documents which relate to the Project and to any claim for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.). During the Project and for the appropriate records retention period, the Construction Manager shall provide City access to its books and records at the Construction Manager's usual place of business in Florida upon three Days' written notice (excluding Saturdays, Sundays, and Holidays). If any audit has been initiated and audit findings have not been resolved at the end of the retention period, the books, records and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.
- 13.2.1 The Construction Manager's records shall include, but not be limited to accounting records (hard copy, as well as computer readable data), written policies and procedures; subcontractor files (including proposals of successful and unsuccessful bidders and bid recaps), original estimates and estimating work sheets, correspondence, change order files (including, but not limited to, documentation covering negotiated settlements), back charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends and any other supporting evidence deemed necessary by Owner to substantiate charges related to this Contract (all of the foregoing hereinafter referred to as "records").
- 13.2.2 The Construction Manager shall require all subcontractors, insurance agents and suppliers to keep and maintain comparable records for the same time period and to permit Owner to review, inspect and audit such records. The Construction Manager shall include such requirements in all subcontracts and purchase orders issued.
- 13.3 If an audit inspection or other examination by Owner or Owner's representatives in accordance with this Article discloses overcharges (of any nature) by the Construction Manager to Owner in excess of three percent (3%) of the total billings, the cost of Owner's audit (whether performed by Owner or outside auditors) shall be reimbursed or paid to Owner by the Construction Manager. Any adjustments and/or payments which must be made as a result of any such audit, inspection or examination of the Construction Manager's invoices and/or records shall be made within a reasonable amount of time (not to exceed thirty (30) days) from presentation of Owner's findings to the Construction Manager.
- 13.4 If the Florida Public Records Act (Chapter 119, Florida Statutes), is determined by the City to be applicable to the Construction Manager's records, the Construction Manager shall comply with all requirements of that Act.

- 13.5 Because of the nature of the relationship between Owner and the Construction Manager, none of the Construction Manager's documents which in any way relate to the Project shall be deemed confidential or trade secrets between Owner and the Construction Manager. Without placing a limitation on the general nature of the foregoing, the Construction Manager's original budgeting and estimating documents and support documents relating to the Construction Manager's preconstruction services, the Construction Manager's general conditions, the Construction Manager's management services, the Construction Manager's fee and the preparation of any bids for self-performing work shall be available for disclosure under the Florida Public Records Act and to audit by Owner pursuant to this Section.
- 13.6 Construction Manager shall comply with the Florida Public Records Act to the full extent that it is applicable to Construction Manager and this Contract.
- 13.7 Construction Manager shall:
 - i.Keep and maintain public records required by the City to perform the service.
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii.Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Construction Manager does not transfer the records to the City.
 - iv. Upon completion of the Contract, transfer, at no cost, to City all public records in possession of Construction Manager or keep and maintain public records required by the City to perform the service. If Construction Manager transfers all public records to City upon completion of the Contract, Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Construction Manager keeps and maintains public records upon completion of the Contract, Construction Manager shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 13.8 In the event that Construction Manager fails to comply with the provisions of sections 13.4, 13.5, 13.6 or 13.7 of this Contract, the Owner may, without prejudice to any other right or remedy and after having given Construction Manager five (5) days' written notice, during which period Construction Manager still fails to comply with said provisions of this Contract, terminate this Contract for cause.

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

ARTICLE 14 - WORK IN PROGRESS

- 14.1 The Construction Manager shall protect and prevent damage to all phases of the Work, and any existing facilities or improvements, including but not limited to the protection thereof from damage by the elements, theft or vandalism.
- 14.2 Owner reserves the right to perform other work on Airport property concurrently with the Project. The Construction Manager shall cooperate and coordinate its Work with the work of Owner or separate contractor employed by Owner. The Construction Manager shall afford Owner and any of Owner's separate contractors reasonable access to the Work for storage of material and equipment and for the prosecution of their work and shall connect and coordinate its Work with theirs as is reasonably inferable from the Contract Documents.

ARTICLE 15 - OCCUPATIONAL HEALTH AND SAFETY

- 15.1 The Construction Manager agrees that it shall not knowingly transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance, (as defined in Section 15.4), except in accordance with applicable Environmental Laws. Further, in performing the work, the Construction Manager shall not knowingly cause any release of hazardous substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws.
- 15.2 In the event the Construction Manager encounters on the Project site any Hazardous Substance, or what the Construction Manager reasonably believes to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project Location, in violation of any applicable Environmental Laws, the Construction Manager shall immediately stop work in the area affected and report the condition to the Construction Administrator in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of the Construction Administrator if in fact a Hazardous Substance has been encountered and has not been rendered harmless.
- 15.3 The Owner Representative may direct the Construction Manager by utilization of the Owner's Contingency account funds to remediate and/or render harmless the Hazardous Substance in accordance with any applicable permits then in existence, but the Construction Manager shall not be required to remediate and/or render harmless the

Hazardous Substance absent such direction. If the Construction Manager is not so directed, the Construction Manager shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

15.4 For purposes of this Contract, the term "Hazardous Substance" shall mean and include, but shall not be limited to, any element, constituent, chemical, substance, compound or mixture, which are defined in or included under or regulated by any local, state or federal law, rule, ordinance, bylaw, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and The Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). It is the Construction Manager's responsibility to comply with this Article 15 based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

ARTICLE 16 - CITY LICENSES, PERMITS AND FEES

- 16.1 Pursuant to the Public Bid Disclosure Act, THE DOLLAR AMOUNT OF EACH LICENSE, PERMIT OR FEE THE CONSTRUCTION MANAGER WILL HAVE TO PAY THE CITY BEFORE OR DURING CONSTRUCTION, OR THE PERCENTAGE METHOD OR UNIT METHOD OF ALL LICENSES, PERMITS AND FEES REQUIRED BY THE CITY AND PAYABLE TO THE CITY BY VIRTUE OF THIS CONSTRUCTION AS PART OF THE CONTRACT IS AS FOLLOWS:
- 16.1.1 All fees payable to the City have been or will be paid by Owner. All permit fees to other governmental agencies will be paid by Owner. The Construction Manager shall be responsible for obtaining all necessary licenses, building and other permits, and similar authorizations from governmental authorities required or necessary to perform its obligations hereunder, and shall give all notices required by, and otherwise comply with, all applicable laws, ordinances, rules, regulations and restrictions.
- 16.1.2 Occupational Licenses must be in effect as required by applicable law, and must be submitted within fifteen (15) days of execution of this Contract, paid for by the Construction Manager.
- 16.1.3 Licenses, permits and fees which may be required by the State of Florida, State Agencies or by other local governmental entities are not included in the above.
- 16.2 The Construction Manager shall notify the Construction Administrator in writing of all conflicts between the Contract Documents and any laws, ordinances, rules, regulations and restrictions that come to the attention of the Construction Manager. If the

Construction Manager performs any of the Work knowing it to be contrary to any such laws, ordinances, rules, regulations or restrictions and fails to give the Construction Administrator written notice thereof prior to performance thereof, the Construction Manager shall bear all costs, liabilities and expenses arising therefrom as part of the GMP.

ARTICLE 17 – AIRPORT SECURITY

17. 1 A portion of the Work will require access to Airport security areas. The Construction Manager shall comply with all rules, regulations, statutes, orders, directives or other mandates of the United States, the State of Florida, Escambia County and the City of Pensacola as they relate to Airport security requirements. The Construction Manager understands that the Airport is required to maintain an Airport Security Plan in compliance with Title 49 CFR Part 1542. The Construction Manager shall comply with applicable provisions of the Airport's security plan as it now exists or as it may be amended in the future and as it applies to the Construction Manager, the Project site, or the Construction Manager's operations or activities on the Airport, and shall take such steps as may be necessary or as directed by the City to require that the Construction Manager's subcontractors, employees, invitees, agents and guests observe these requirements.

The Construction Manager specifically agrees and recognizes that such laws and regulations may impede the efficiency of those working in secure areas and has accepted all risk associated with such potential inefficiency.

17.2 The Construction Manager shall fully indemnify, defend, and hold harmless Owner, its elected representatives, officers, agents, volunteers, and employees from and against all penalties, fines, or demands of any kind (including, but not limited to, costs of investigation, attorney fees, court costs, and expert fees) arising out of the Company's acts or omissions resulting in alleged violations of any rule, regulation, statute, order, directive or other mandate of the United States, the State of Florida, Escambia County or the City of Pensacola, including but not limited to Title 49 CFR Part 1542, "Airport Security," or any successor regulations related to Airport security.

ARTICLE 18 - PERSONNEL

- All personnel used or employed by the Construction Manager in the performance of the Work shall be qualified by training and experience to perform their assigned tasks. At the request of Owner or the Construction Administrator, the Construction Manager shall not use in the performance of the Work any personnel deemed by Owner or the Construction Administrator to be incompetent, careless, unqualified to perform the work assigned to that person, or otherwise unsatisfactory to Owner.
- 18.2 The Construction Manager agrees that in the performance of the Work called for by this Contract, it will employ only such labor, and engage subcontractors that employ only such labor, as will not delay or interfere with the speedy and lawful progress of the Project, and as will be acceptable to and work in harmony with all other workers

employed on the Project site or on any other building, structure, or other improvement which the Construction Manager or any other contractor may then be erecting or altering on behalf of Owner.

ARTICLE 19 - CONSTRUCTION MANAGER'S WARRANTIES

- 19.1 The Construction Manager warrants to City and Tenant (Tenant being an intended third party beneficiary of the provisions of this Article 19) that all materials and equipment under this Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Construction Administrator, the Construction Manager shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 21.
- 19.2 The Construction Manager further represents and warrants to City and Tenant (Tenant being an intended third party beneficiary of the provisions of this Article 19):

That it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to perform this Contract; that it is able to furnish the Materials, and Services; that it is experienced in and competent to perform the Work contemplated by this Contract; and it is qualified to do the Work herein and is authorized to do business in the state in which the Project is located.

That the Construction Manager holds a license, permit or other special license to perform the services included in this Contract, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

That the Work shall be constructed in a good and proficient manner, free from defects, and in compliance with the Contract Documents in all material respects.

ARTICLE 20 - DEFECTIVE WORK

- 20.1 Construction Administrator shall have the authority to reject or disapprove work which Construction Administrator finds to be defective. If required by Construction Administrator, the Construction Manager shall promptly either correct all defective work or remove such defective work and replace it with nondefective work. The Construction Manager shall pay all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel. Such costs shall be included in the GMP.
- 20.2 Should the Construction Manager fail or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by Construction Administrator, City shall have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at the Construction Manager's expense. Any expense incurred by City in making such removals, corrections or repairs, shall be paid for out of

any monies due or which may become due to the Construction Manager and deducted from the GMP, or may be charged against the Performance Bond. In the event of failure of the Construction Manager to make all necessary repairs promptly and fully, City may declare a default.

- 20.3 If, within one (1) year after the date of final completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Construction Manager, after receipt of written notice from City, shall promptly correct such defective or nonconforming Work within the time specified by City without cost to City. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which the Construction Manager might have under the Contract Documents.
- 20.4 Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered.
- 20.5 The provisions of this Article 20 shall not apply to corrective work attributable solely to the acts or omissions of any separate contractor or subcontractor of Owner unless the Construction Manager is acting in such capacity or capacities.
- 20.6 The Construction Manager's responsibility to make repairs and redo work under this Article 20 is in addition to the Construction Manager's responsibility to Owner for any other damages of any kind for which the Construction Manager would be legally responsible.
- 20.7 If Owner and the Construction Manager deem it inexpedient to require the correction of work damaged or not performed in accordance with the Contract Documents, an equitable deduction from the Contract Sum and the Guaranteed Maximum Price shall be made by agreement between the Construction Manager and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due the Construction Manager. If no moneys are held by Owner, reimbursement shall be made to Owner within thirty (30) days by the Construction Manager.
- 20.8 The Construction Manager's express warranty herein shall be in addition to, and not in lieu of, any other warranties or remedies Owner may have under this Contract, at law, or in equity for defective Work.
- 20.9 Notwithstanding the foregoing, except to the extent covered by insurance and except as otherwise provided in this Section, the Construction Manager and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to:
 - (1) damages incurred by the Owner for rental expenses, for losses of use, income, revenue, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

(2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with this Agreement. Nothing contained in this Article shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

Notwithstanding the foregoing, if the Construction Manager defaults under this Contract and such default is not adequately remedied by the sureties or otherwise, so that Owner may be required to repay some or all of the funds paid by Escambia County, the State of Florida and/or its agencies, the U.S. Economic Development Agency, Triumph Gulf Coast, Inc. and others for the construction of the Project, then all such funds are excepted and excluded from this waiver of consequential damages.

ARTICLE 21 - QUALITY CONTROL

- 21.1 The Construction Manager shall develop and maintain a program, acceptable to Owner and Construction Administrator, to assure quality control of the construction. Within twenty-one (21) calendar days after issuance of the Notice to Proceed for construction, the Construction Manager shall submit its quality control plan to the Construction Administrator. Construction Administrator will review the Quality Control Plan and respond to the Contractor within twenty-one (21) calendar days of receipt. As part of that plan, the Construction Manager must designate a Quality Control Manager who has full authority to act as the Construction Manager's agent to institute any and all actions necessary for the successful implementation of the Plan. While any work is underway on the job site, the Quality Control Manager must always be available upon four (4) hours' notice to administer the Quality Control Plan.
- 21.2 All subcontracts shall include a term requiring subcontractors to comply with the Construction Manager's Quality Control Plan. If at any time the contractor or a subcontractor is not in compliance with the approved Quality Control Plan, or a part of it, affected portions of the Work will be deemed disapproved. In that event, the Construction Manager and/or subcontractors must cease work on the affected operation and submit to the Project Manager a written explanation of how the suspended operation will be brought back into compliance.

ARTICLE 22 - SIGNAGE

- 22.1 Any requirements for a project sign shall be as set forth within the Technical Specifications section.
- 22.2 All construction signage, including, but not limited to, that appearing on tower cranes and other construction equipment located at the Project Location, shall be subject to the

prior written approval of the Construction Administrator. The Construction Manager recognizes that all signage may be disallowed, in the Construction Administrator's sole discretion, and that existing signage or advertising on construction equipment, field officers, trailers, construction fences, etc., may be required to be masked or deleted, all at no cost or expense to Owner. Such signage will be considered an overhead expense pursuant to Section 10.4 and shall not be included within the Cost of the Work.

ARTICLE 23 - CITY'S RIGHT TO TERMINATE CONTRACT

- 23.1 If the Construction Manager fails to begin the Work within ten (10) calendar days after the Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or performs the Work unsuitably, or causes it to be rejected as defective and unsuitable, or discontinues the prosecution of the Work pursuant to the accepted schedule or if the Construction Manager fails to perform any material term set forth in the Contract Documents or if the Construction Manager becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors, or for any other cause whatsoever does not carry on the Work in an acceptable manner, City may give notice in writing to the Construction Manager and its Surety of such delay, neglect or default, specifying the same. If the Construction Manager, within a period of ten (10) calendar days after such notice, has not cured the deficiency(ies) specified in such notice or, if such deficiency(ies) cannot reasonably be cured within ten days, has not commenced to cure such deficiency(ies) and does not thereafter diligently and continuously continue to cure such deficiency(ies) to completion, then City may upon written certificate from Construction Administrator of the fact of such delay, neglect or default and the Construction Manager's failure to comply with such notice, terminate the services of the Construction Manager, exclude the Construction Manager from the Project site and take the prosecution of the Work out of the hands of the Construction Manager, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, all without being in breach of the Contract. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is completed. In addition City may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in City's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by City, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to the Construction Manager. In case the damages and expenses so incurred by City shall exceed the unpaid balance, then the Construction Manager and its surety shall be liable and shall pay to City the amount of said excess.
- 23.2 If after notice of termination of the Construction Manager's right to proceed, it is determined for any reason that the Construction Manager was not in default, the rights and obligations of City and the Construction Manager shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 23.3 below.

- 23.3 This Contract may be terminated for convenience in writing by City upon ten (10) days written notice to the Construction Manager (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Construction Manager shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by the Construction Manager relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services performed. No payment shall be made for profit for work/services which have not been performed.
- 23.4 Upon receipt of Notice of Termination pursuant to Sections 23.1 or 23.3 above, the Construction Manager shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

ARTICLE 24 - CONSTRUCTION MANAGER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If Construction Administrator fails to review and approve or state in writing reasons for rejection of any Application for Payment within twenty (20) days after it is properly presented, or if City fails either to pay the Construction Manager within thirty (30) days after presentation by Construction Administrator of any sum certified by Construction Administrator, or to notify the Construction Manager and Construction Administrator in writing of any objection to the Application for Payment, then the Construction Manager may give written notice to City and Construction Administrator of such delay, neglect or default, specifying the same. If City or Construction Administrator (where applicable), within a period of ten (10) calendar days after such notice shall not remedy the delay, neglect, or default upon which the notice is based, then the Construction Manager may stop work or terminate this Contract and recover from City payment for all work executed and reasonable expenses sustained therein plus reasonable termination expenses. Any objection made by City to an Application for Payment may be submitted by the Construction Manager to Construction Administrator in accordance with the provisions of Article 30 hereof.

ARTICLE 25 - CITY'S RESPONSIBILITIES

- 25.1 Owner, at no cost to the Construction Manager, will furnish the following information:
- 25.1.1 One copy of data presently available to Owner that Owner deems pertinent to the Work. Notwithstanding the foregoing, the Construction Manager shall make a diligent effort to search the records and request information it deems reasonably required for the Project.
- 25.1.2 All available data and information pertaining to relevant policies, standards, criteria, studies, etc.
- 25.2 Owner additionally will:
- 25.2.1 Contract separately with one or more design professionals to provide architectural and/or engineering design services for the Project. The scope of services for the Design Professional will

- be provided to the Construction Manager as described in Article 1. The Construction Manager will have no right to limit or restrict any changes of such services that are otherwise mutually acceptable to Owner and Design Professional.
- 25.2.2 Supply, without charge, all necessary copies of programs, reports, drawings, and specifications reasonably required by the Construction Manager except for those copies whose cost has been reimbursed by Owner.
- 25.2.3 Provide the Construction Manager with adequate information in its possession or control regarding Owner's requirements for the Project.
- 25.2.4 Give prompt written notice to the Construction Manager when Owner becomes aware of any default or defect in the Project or non-conformance with the Plans and Specifications, or any of the services required hereunder; provided that neither the giving of such notice or the failure to give any such notice shall relieve Construction Manager of any of it obligations under the Contract Documents. Upon notice of failure to perform, Owner may provide written notice to Construction Manager that it intends to terminate this Contract unless the problem cited is cured, or commenced to be cured, within three days of Construction Manager's receipt of such notice.
- 25,2.25 Notify the Construction Manager of changes affecting the budget allocations or schedule.
- Owner will approve the Project Budget and Project Schedule, and render decisions and furnish information that the Construction Administrator deems appropriate to the Construction Manager.

ARTICLE 26 - CONTRACT CONDITIONS

26.1 PROJECT DOCUMENTS AND COPYRIGHTS

- 26.1.1 City Ownership of Project Documents: All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file diskettes, and other related documents which are prepared specifically in the performance of this Contract (collectively referred to as Project Documents) shall be and remain the property of Owner and shall be delivered to the Construction Administrator before the final payment is made to the Construction Manager. Nonetheless, in the event these Project Documents are altered, modified or adapted without the written consent of the Construction Manager, which consent the Construction Manager shall not unreasonably withhold, Owner agrees to hold the Construction Manager harmless to the extent permitted by law, from the legal liability arising out of and or resulting from Owner's alteration, modification or adaptation of the Project Documents.
- 26.1.2 <u>Construction Manager to Retain Copyrights:</u> Subject to Section 26.1.1, the copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the Construction Manager, its Subconsultants or personnel, during the course of performing this Contract or arising out of the Project will belong to the Construction Manager.

- 26.1.3 <u>License to City for Reasonable Use</u>: Without limiting the generality of Section 26.1.1, the Construction Manager hereby grants, and will require its Subconsultants to grant, a license to Owner, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Project Documents, works or Deliverables developed or created for the Project and this Contract. This license will also include the making of derivative works. In the event that the derivative works require Owner to alter or modify the Project Documents, then Section 26.1.1 applies.
- 26.1.4 <u>Documents to Bear Seal:</u> When applicable and required by state law, the Construction Manager and its Subconsultants will endorse by a Florida professional seal all plans, works, and Deliverables prepared by them for this Contract.

26.2 COMPLETENESS AND ACCURACY OF CONSTRUCTION MANAGER'S WORK

The Construction Manager will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other design phase Deliverables prepared or compiled pursuant to its obligations under this Contract and will at its sole expense correct its work or Deliverables. Any damage incurred by Owner as a result of additional construction cost caused by such willful or negligent errors, omissions or acts shall be chargeable to the Construction Manager to the extent that such willful or negligent errors, omissions and acts fall below the standard of care and skill that a professional Construction Manager in Pensacola, Florida would exercise under similar conditions. The fact that Owner has accepted or approved the Construction Manager's work or Deliverables will in no way relieve the Construction Manager of any of its responsibilities under the Contract, nor does this requirement to correct the work or Deliverable constitute a waiver of any claims or damages otherwise available by law or Contract to Owner. Correction of errors, omissions and acts discovered on architectural or engineering plans and specifications shall be the responsibility of the design architect.

26.3 ALTERATION IN CHARACTER OF WORK

- 26.3.1 In the event an alteration or modification in the character of work or Deliverable results in a substantial change in this Contract, thereby materially increasing or decreasing the scope of services, cost of performance, or Construction Schedule, the work or Deliverable will nonetheless be performed as directed by Owner. However, before any altered or modified work begins, a Change Order or Amendment will be approved and executed by Owner and the Construction Manager. Such Change Order or Amendment will not be effective until approved by Owner.
- 26.3.2 Additions to, modifications, or deletions from the Project provided herein may be made, and the compensation to be paid to the Construction Manager may accordingly be adjusted by mutual agreement of the contracting parties.
- 26.3.3 No claim for extra work done or materials furnished by the Construction Manager will be allowed by Owner except as provided herein, nor will the Construction Manager do any work or furnish any material(s) not covered by this Contract unless such work or material is first

authorized in writing. Work or material(s) furnished by the Construction Manager without such prior written authorization will be the Construction Manager's sole jeopardy, cost, and expense, and the Construction Manager hereby agrees that without prior written authorization from Owner no claim for compensation for such work or materials furnished will be made.

26.4 DATA CONFIDENTIALITY

- 26.4.1 As used in the Contract, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the Construction Manager in the performance of this Contract. Without limiting the generality of the foregoing, data expressly includes all of Tenant's "Smart MRO" and "Smart City" technology obtained by the Construction Manager in the performance of this Contract.
- 26.4.2 The parties agree that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Construction Manager in connection with the Construction Manager's performance of this Contract shall be treated in conformity with provision of Section 13.5.
- 26.4.3 Subject to the requirements of Section 13.7, the Construction Manager will not divulge data to any third party without prior written consent of Owner or, in the case of Tenant's "Smart MRO" or "Smart City" technology, Tenant. The Construction Manager will not use the data for any purposes except to perform the services required under this Contract. These prohibitions will not apply to the following data:
- 26.4.3.1Data which was known to the Construction Manager prior to its performance under this Contract unless such data was acquired in connection with work performed for Owner;
- 26.4.3.2 Data which was acquired by the Construction Manager in its performance under this Contract and which was disclosed to the Construction Manager by a third party, who to the best of the Construction Manager's knowledge and belief, had the legal right to make such disclosure and the Construction Manager is not otherwise required to hold such data in confidence; or
- 26.4.3.3 Data, which is required to be disclosed by the Construction Manager by virtue of law, regulation, or court order.
- 26.4.4 In the event the Construction Manager is required or requested to disclose data to a third party, or any other information to which the Construction Manager became privy as a result of any other contract with Owner, the Construction Manager will first notify Owner or, in the case of Tenant's "Smart MRO" or "Smart City" technology, Tenant, as set forth in this Article of the request or demand for the data. The Construction Manager will timely give Owner or Tenant, as the case may be, sufficient facts, such that Owner or Tenant, as the case may be, can have a meaningful opportunity to either first give its consent or take such action

- that Owner or Tenant, as the case may be, may deem appropriate to protect such data or other information from disclosure.
- 26.4.5 The Construction Manager, unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by Owner, will promptly deliver, as set forth in this section, a copy of all data to Owner. All data will continue to be subject to the confidentiality agreements of this Contract.
- 26.4.6 The Construction Manager assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate Owner or Tenant, as the case may be, if any of the provisions of this section are violated by the Construction Manager, its employees, agents or Subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this section will be deemed to cause irreparable harm that justifies injunctive relief in court.

26.5 PROJECT STAFFING

- 26.5.1 Attached hereto as Exhibit "F" is an organization chart for the Construction Manager staff and Subconsultants (collectively, "Key Personnel") listed in its response to Owner's Request for Qualifications or subsequent fee proposals (or revisions thereto) that will be involved in performing the services prescribed in the Contract. Upon Owner's request, Construction Manager shall promptly provide to Owner detailed resumes of all Key Personnel. Owner hereby acknowledges its acceptance of such Key Personnel to perform such services under this Contract. In the event the Construction Manager desires to change such Key Personnel from performing such services under this Contract, the Construction Manager will submit the qualifications of the proposed substituted personnel to Owner for prior approval. Key Personnel will include, but are not limited to, principal-in-charge, project manager, superintendent, project director or those persons specifically identified to perform services of cost estimating, scheduling, value engineering, and procurement planning. Construction Manager acknowledges that its representations to Owner that it is partnering with Greenhut Construction Company to provide the services required by this Contract is a material inducement for Owner to enter into this Contract. Construction Manager shall use its best efforts to maximize the participation of Greenhut Construction Company and its key personnel (Bill Greenhut, Ryan Greenhut, Kevin Spellman, and Randy Talcott) in the performance of the Construction Manager's obligations under this Contract.
- 26.5.2 The Construction Manager will maintain an adequate number of competent and qualified persons, as determined by Owner, to ensure acceptable and timely completion of the scope of services described in this Contract throughout the period of those services. If Owner objects, with reasonable cause, to any of the Construction Manager's staff, the Construction Manager will take prompt corrective action acceptable to Owner and, if required, remove such personnel from the Project and replace with new personnel acceptable to Owner.

26.6 INDEPENDENT CONTRACTOR

26.6.1 The Construction Manager is and will be an independent contractor, not an agent or employee of Owner, and whatever measure of control Owner exercises over the work or Deliverable pursuant to the Contract will be as to the results of the work only. No provision

in this Contract will give or be construed to give Owner the right to direct the Construction Manager as to the details of accomplishing the work or Deliverable. These results will comply with all applicable laws and ordinances. The Construction Manager shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Contract, unless the Contract Documents give other specific instructions concerning these matters.

26.7 SUBCONSULTANTS

26.7.1 Prior to beginning the work or Deliverable, the Construction Manager will furnish Owner for approval, the names of all Subconsultants to be used on this Project. Subsequent changes are subject to the approval of Owner.

ARTICLE 27 - INSURANCE; LOSS CONTROL AND SAFETY

- 27.1 Before beginning performance of any of the Construction Manager's obligations under this Contract, the Construction Manager shall at a minimum provide, pay for and maintain in force at all times during the term of this Contract (and thereafter if and to the extent expressly provided in this Article) insurance of the type and on the terms and conditions specified in this Article. The cost of this insurance shall be included in the Guaranteed Maximum Price.
- 27.2 The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. Owner and Tenant shall be named as Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. Neither Owner nor the Tenant shall be considered liable for premium payment, entitled to any premium return or dividend or considered a member of any mutual or reciprocal company. Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to Owner, for Owner's protection only.
- 27.3 The term City as used in this section of the Contract is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, and representatives. Construction Manager shall maintain its professional insurance coverage required under this Contract in force until final acceptance of the Project or completion of the Construction Manager's services under this Contract. Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to Owner, for Owner's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:
- 27.3.1 Commercial General Liability coverage will be provided by the Construction Manager and shall provide at a minimum contractual liability applicable to this specific Contract, personal injury liability and property damage liability. Owner and Tenant shall be named as Additional Insureds and such coverage shall be at least as broad as that provided to the

Named Insured under the policy for the terms and conditions of this Contract. Neither Owner nor the Tenant shall be considered liable for premium payment, entitled to any premium return or dividend or considered a member of any mutual or reciprocal company. Minimum limits of \$5,000,000 per occurrence and aggregate for liability must be provided, plus additional umbrella insurance coverage of \$15,000,000. These limits can be met through a combination of Primary and Excess coverage. If the required limits of liability afforded should become impaired by reason of any claim, then the Contractor agrees to have such limits reinstated under the policy. The coverage shall be written on occurrence-type basis. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, and must include:

Premises and/or operations.

Contractual Liability.

Independent contractors.

The Construction Manager shall maintain in force until at least three (3) years after completion of all work required under the Contract coverage for Products and Completed Operations, including broad form Property Damage.

Explosion, Collapse and Underground Coverages.

Use of explosives is prohibited on airport property.

Property Damage and Bodily Injury.

Personal and Advertising Injury Coverage

City and Tenant shall be expressly included as additional insureds.

27.3.2 Builder's Risk Insurance coverage will be provided by the Construction Manager with Coverage afforded on an Inland Marine "All-Risk" type form which includes collapse coverage. Coverage provided must be provided on a form that is acceptable, upon review, to Owner.

The Amount of Insurance is to be 100% of the completed value of the work described in this Contract. Such coverage will additionally include an Amount of Insurance of \$5,000,000 for materials and equipment stored off the construction site, in transit or delivery, including loading and unloading, or such higher amount as Owner requests, at Owner's expense, prior to the parties' execution of the GMP Amendment. At Owner's option and expense, the limits of insurance shall additionally include any damages suffered by Owner or Tenant due to any delay of completion of the work described in this Contract caused by an insurable loss. Deductible is subject to City of Pensacola approval.

The policy must be specifically endorsed to eliminate any "Occupancy" clause or similar warranty or representation that the premises in the course of construction shall not be occupied or used without specific endorsement of the policy. The policy must be endorsed to provide that the Builder's Risk Coverage will continue to apply until final acceptance of the work described in this Contract by Owner, which acceptance shall not be deemed to have been made solely on account of occupancy of any portion of the premises by Owner or Tenant.

Owner and Tenant shall be listed as Named Insureds by endorsement on the policy as well as the Certificate of Insurance and a certified copy of the policy shall be supplied to Owner.

The policy shall contain a "Waiver of Subrogation" clause in favor of Owner Tenant, and their respective subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents which would waive any subrogation against any of them.

The policy shall contain no exclusion which would exclude damage or loss caused by breakage, freezing, temperature extremes or temperature change, water, leakage, or seepage.

- 27.3.3 Rigger's liability insurance coverage in the amount of \$5,000,000 shall be provided Owner and the Tenant shall be named as Additional Insureds.
- 27.3.4 Contractor's pollution liability insurance coverage in the event the Construction Manager is called upon to remediate and/or render harmless any Hazardous Substance discovered in the course of construction as stated in Section 15.3 with minimum limits of \$1,000,000, per occurrence and in the aggregate, with a self-insured retention of \$750,000, provided that Owner, may, at Owner's expense, require a project specific policy with a lower retention amount.
- 27.3.5 Business Automobile Liability: Business Automobile Liability with minimum limits of Three Million Dollars (\$3,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, with additional umbrella insurance coverage of \$15,000,000. These limits can be met through a combination of Primary and Excess coverage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned Vehicles.

Hired and Non-Owned Vehicles.

27.3.6 Workers' Compensation Insurance: Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of \$1,000,000 per person/accident, \$1,000,000 per person/disease, \$1,000,000 aggregate-disease.

- 27.3.7 Professional Liability coverage will be provided by the Construction Manager with minimum limits of \$10,000,000 per occurrence and in the aggregate, with a self-insured retention of not more than \$750,000.
- 27.4 The Construction Manager shall furnish to the Risk Management Department of Owner of Pensacola and Owner Representative Certificates of Insurance or endorsements evidencing the insurance coverages specified by this Article prior to beginning performance of work under this Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract.
- 27.5 Coverage is to remain in force until all performance required of the Construction Manager is completed. However, Products and Completed Operations coverage under the General Liability Policy must remain in effect 3 years after job is completed. All policies must be endorsed to provide City with at least thirty (30) days' notice of cancellation, nonrenewal, and/or adverse change or restriction in coverage. If any of the insurance coverages will expire prior to the completion of the Project, Certificates of Insurance complying with Section 27.6 for the renewal policies, as well as notice of any material changes shall be furnished at least thirty (30) days' prior to the date of their expiration.

27.6 Certificates Of Insurance

Required insurance shall be documented in the Certificates of Insurance which provide that Owner of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. Pensacola shall be named on each Certificate as an Additional Insured, except with respect to Professional Liability and Workers Compensation Insurance, and this contract shall be listed. If required by Owner, the Construction Manager shall furnish copies of the Construction Manager's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by Owner an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to Owner an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Construction Manager shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to Owner and shall file with Owner Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to Owner, the Construction Manager shall, upon instructions of Owner, cease all operations under the Contract until directed by Owner, in writing, to resume operations.

27.7 Insurance of the Construction Manager Primary

The Construction Manager's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Construction Manager's coverage. The Construction Manager's policies of coverage will be considered primary as relates to all provisions of the Contract.

27.8. LOSS CONTROL AND SAFETY

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

ARTICLE 28 - INDEMNIFICATION

- 28.1 The Construction Manager shall indemnify and hold harmless Owner, its officers and employees, from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Construction Manager and persons employed or utilized by the Construction Manager in the performance of this Contract. This indemnification survives the termination of the Contract.
- 28.2 The Construction Manager shall indemnify and hold harmless the Tenant and the Construction Administrator and their respective officers and employees from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Construction Manager and persons employed or utilized by the Construction Manager in the performance of this Contract. This indemnification survives the termination of the Contract.
- 28.3 In any and all claims against Owner or any other indemnified person or entity or any of their agents or employees brought by any employee of the Construction Manager or any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any subcontractor under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.
- 28.4 The monetary limits on the extent of the indemnification provided per occurrence under this Article shall be \$15 million. Owner and the Construction Manager specifically agree that this amount bears a reasonable commercial relationship to the Contract.

ARTICLE 29 - PERFORMANCE AND PAYMENT BOND AND QUALIFICATIONS OF SURETIES

- 29.1 Concurrently with the execution of the GMP Amendment, the Construction Manager shall furnish a Performance Bond and a separate Payment Bond containing all the provisions of the Performance Bond and Payment Bond attached hereto as Attachment 1.
- 29.1.1 Each Bond shall be in the amount of one hundred percent (100%) of the Guaranteed Maximum Price guaranteeing to City the timely completion and performance of the work covered in such Contract as well as full payment of all suppliers, material providers, laborers, or subcontractors employed pursuant to this project. Each Bond shall be with a surety company which is qualified pursuant to Section 29.2.
- 29.1.2 Each Bond shall be prepared so as to be subject to the Florida Statute of Limitations specified in § 95.11(2)(b) Florida Statutes, with liability equal to one hundred percent (100%) of the Contract sum.
- 29.1.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, the Construction Manager shall ensure that the bond(s) referenced above shall be recorded in the public records of Escambia County and provide City with evidence of such recording.

29.2 Qualification of Surety

- 29.2.1 Each bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five years.
- 29.2.2 The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the surety company shall provide City with evidence satisfactory to City that such excess risk has been protected in an acceptable manner.
- 29.2.3 Owner will only accept a surety bond from a company with a rating of A or better provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Florida Department of Financial Services, Owner shall review and either accept or reject the surety company based on the financial information available to Owner. A surety company that is rejected by Owner may be substituted by the bidder or proposer with a surety company acceptable to Owner, but only if the bid amount does not increase.

ARTICLE 30 – DISPUTE RESOLUTION

30.1 Dispute Resolution. The parties hereto agree that Construction Administrator shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Contract as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and Construction Administrator's estimates and decisions upon all claims, questions, difficulties and disputes shall be final and binding to the extent provided in this Article. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement shall be submitted to Construction Administrator in writing within twenty-one (21) calendar days. Construction Administrator shall notify City and Construction Manager in writing of Construction Administrator's decision within twenty-one (21) calendar days from the date of the submission of the claim, question, difficulty or dispute, unless Construction Administrator requires additional time to gather information or allow the parties to provide additional information. Construction Administrator shall provide Owner and Construction Manager with a written basis for the decision. All nontechnical administrative disputes shall be determined by the Owner Representative pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, Construction Manager, Construction Administrator, and City shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

In the event the determination of a dispute under this Article is unacceptable to any of the parties hereto, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Price or Contract Time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. The parties shall participate in mediation before a mediator mutually agreed upon by the parties to address such objection within sixty (60) days after a written request for mediation is delivered by either party to the other. In any event, within sixty (60) days after Final Completion of the Work, the parties shall participate in mediation to address all pending objections before a mediator mutually agreed upon by the parties. Any mediation under this paragraph shall be conducted by a mediator certified by the Florida Supreme Court with substantial experience in mediating construction disputes. If the parties cannot agree on a mediator, then they shall request the American Arbitration Association to select a mediator from its list of construction mediators. Mediation shall be a condition precedent to filing a legal action; however, a party may file an action to meet the statute of limitations if it requests the proceedings be stayed pending the outcome of mediation. Each party shall pay it pro rata share of fees associated with the use of a mediator. Mediation shall be done in accordance with the standards of the Florida Rules of Civil Procedure. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. If a party objecting to a determination fails to comply in strict accordance with the requirements of this Article, said party specifically waives all of its rights provided hereunder, including its rights and remedies under State law.

Construction Manager and Owner agree that Construction Administrator and Design Professional may be brought into any mediation or litigation as a party upon written demand of either party and approval of the mediator or court.

Pending resolution of any dispute arising under this Contract, other than termination hereof, the Construction Manager shall proceed diligently with performance of this Contract and Owner shall continue to make payments in accordance with the Contract Documents.

ARTICLE 31 – NON-SOLICITATION STATEMENT

31.1 The Construction Manager warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Construction Manager any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 32 - MISCELLANEOUS

- 32.1 <u>Venue Selection.</u> This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and the applicable laws of the United States of America. Venue for litigation concerning this Contract shall be exclusively in the appropriate Florida state court located in Escambia County, Florida.
- 32.2 Truth in Negotiation Certificate. Execution of this Contract by the Construction Manager shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of this Contract. The said rates and costs shall be adjusted to exclude any significant sums should the Owner determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The Owner shall exercise its rights under this "Certificate" within one (1) year following payment.
- 32.3 This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and the applicable laws of the United States of America. Venue for litigation concerning this Contract shall be exclusively in the appropriate Florida state court located in Escambia County, Florida.

32.4 Public Entity Crimes Act

- 32.4.1 The Construction Manager represents that the execution of this Contract will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes).
- 32.4.2 In addition to the foregoing, the Construction Manager further represents that the it has not been placed on the convicted vendors list as described in Florida Statute 287.133(2) (a); that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime"; and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Construction Manager has been placed on the convicted vendor list.
- 32.5. Ownership of Contract Documents: Any and all reports, photographs, surveys, Plans, Specifications, detail drawings and other drawings prepared or created in connection with the Project are and shall remain the property of Owner and are not to be used by the Construction Manager on any other project and shall be relinquished to Owner at Final Completion or upon termination, whether finished or unfinished; provided, however, that the Construction Manager may maintain one record set of as-built drawings.

32.6. Representatives

- 32.6.1 The Construction Administrator and the Owner Representative shall be Owner's representatives on the Project unless and until Owner notifies the Construction Manager in writing that some other person or entity shall be Owner's representative. The Construction Administrator is authorized to recommend approval of Changes and increases in the Contract Price, but Contract Documents and Changes shall be binding on Owner only if signed by Owner.
- 32.6.2 The Construction Manager shall advise Owner, in writing, of any limitations on the authority of the Construction Manager's Representative; otherwise, the Construction Manager's Representative shall be considered to have full authority to execute any and all instruments requiring the Construction Manager's signature and to act on behalf of the Construction Manager with respect to all matters arising out of this Contract.
- 32.7 <u>Assignment</u>: The Construction Manager shall not assign this Contract or subcontract it as a whole without the written consent of Owner; nor shall the Construction Manager assign any monies due or to become due to it hereunder, without the previous written consent of Owner. Owner shall not assign this Contract without the written consent of the Construction Manager.
- Nondiscrimination, Equal Employment Opportunity and Americans With Disabilities Act: The Construction Manager agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment

- advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. the Construction Manager agrees to furnish City with a copy of its Affirmative Action Policy.
- Waiver: No consent or waiver, express or implied, by either party to this Contract to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other or future breach or default by such party hereunder, nor deemed to be a modification of this Contract. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection by, payment by or tentative approval or acceptance by Owner, or the failure of Owner to perform any inspection hereunder, shall not constitute a final acceptance of the Work or any part thereof and shall not release the Construction Manager from any of its obligations hereunder.
- 32.10 <u>Construction of Terms</u>: Unless the context clearly intends to the contrary, words singular or plural in number shall be deemed to include the other and pronouns having masculine or feminine gender shall be deemed to include the other. The term "person" shall be deemed to include an individual, corporation, unincorporated organization, partnership, trust, government and governmental agency or subdivision, as the context shall require.
- 32.11 <u>Captions</u>: The captions used for the Articles and Sections in this Contract are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Contract or any Article or Section hereof.
- 32.12 Entire Agreement: Severability: Amendments: These Contract Documents incorporate and include all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in the Contract Documents. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Article 9 above. In the event any provision of the Contract Documents shall be found by a court of competent jurisdiction to be invalid or otherwise unenforceable, the remainder of this Contract shall not be affected thereby and each remaining provision, term, covenant or condition of the Contract Documents shall continue to be effective.
- 32.13 Notices: All notices to be given hereunder shall be in writing, and may be given (i) by depositing the same in the United States Mail, Federal Express, UPS, or other reputable overnight delivery service addressed to the party to be notified, fees prepaid, for next business day delivery; or (ii) by delivering the same in person to such party with a request for a written receipt of acknowledgment of delivery. All notices to be given to the parties hereto shall be sent to or made to the addresses shown below. The place for giving notice shall remain the same as set forth herein unless changed in the manner provided in this Section. Any notice sent pursuant to this Contract from one party to the other shall be deemed delivered on and as of (a) the next business day if sent for next

business day delivery via United States Mail, Federal Express, UPS or other reputable overnight delivery service, or (b) the day of actual receipt if delivered in person.

For City:

Daniel E. Flynn, Airport Director 2430 Airport Boulevard, Ste. 225 Pensacola, Florida 32504

For the Construction Manager:

Michael Tortorici, PE Brasfield & Gorrie, L.L.C. 1201 Demonbreun Street Suite 200 Nashville, Tennessee 37203

- 32.14 <u>Counterparts</u>: This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 32.15 Other Terms and Conditions
- 32.15.1 Neither the Construction Manager nor City intends to directly or substantially benefit a third party by this Contract other than the Tenant, it being expressly agreed that the Tenant is an intended third-party beneficiary of the following provisions of the Contract: Article 19 and Article 20. Therefore, the parties agree that other than the Tenant, there are no third party beneficiaries to this Contract and that other than the Tenant, no third party shall be entitled to assert a claim against either of them based upon this Contract.
- 32.15.2 Neither the Construction Manager nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic to or incompatible with the Construction Manager's loyal and conscientious exercise of judgment related to its performance under this Contract. The Construction Manager agrees to prohibit its subcontractors, by written contract, from having any conflicts within the meaning of this Section.
- 32.15.3 Preparation of this Contract has been a joint effort of City and the Construction Manager and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
- 32.15.4 It is a requirement of City that it enter into contracts only with firms that certify the establishment of a drug free work place in accordance with Florida Statute. Execution of this Contract by the Construction Manager shall also serve as the Construction Manager's

required certification that it either has or that it will establish a drug free work place in accordance with Florida Statute 287.087.

- 32.15.5 The Construction Manager agrees to comply with the provisions of Attachment 2, "Federal Requirements for Airport Projects." The provisions of Attachment 2 are a material and integral part of this Contract and are hereby incorporated herein by As used in Attachment 2, the words "contractor", "consultant", "proposer", "offeror", "bidder", "employer", and "applicant", including but not limited to capitalized versions of such words, mean and refer to the Construction Manager; provided that for the Equal Employment Opportunity (EEO) provision, the term "applicant" means an applicant for employment, whether or not the phrase "for employment" follows the word "applicant" or "applicants". The unanticipated cost impacts, if any, of the requirements of Attachment 2 will be negotiated as part of the GMP amendment and included in the Cost of the Work.
- 32.15.6 The Construction Manager agrees to comply with the provisions of Attachment 3, "Project Titan Grant Requirements." The provisions of Attachment 3 are a material and integral part of this Contract and are hereby incorporated herein by reference. The unanticipated cost impacts, if any, of the requirements of Attachment 3 will be negotiated as part of the GMP amendment and included in the Cost of the Work.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year

| first above written. | |
|--|---|
| Hist doove witten. | OWNER: |
| Attest: Buttest: Ericka L. Burnett, City Clerk | CITY OF PENSACOLA, a Florida municipal corporation By: Grover C. Robinson, IV, Mayor |
| [AFFIX CITY SEAL] Approved as to Content: | Approved as to Form: |
| Daniel E. Flynn, Airport Director | Susan A. Woolf City Attorney |
| 90: | CONSTRUCTION MANAGER: |
| Attest: | BRASFIELD & GORRIE, L.L.C., a Delaware limited liability company |
| Printed Name: ACCUSTASHEARER Title REG EXEC ASSIST | By: Michael V. Tortorki Title: VP/ Division Manager |

EXHIBIT A - PROJECT DESCRIPTION

Project Titan Element 1:

- Element 1 will be constructed adjacent to Hangar 1 in the northeast quadrant of airfield
- MRO Hangar 2
- Aircraft taxiways accessing the hangar aprons
- Aircraft aprons at the hangar
- Automobile ingress and egress roadways and auto parking

Project Titan Element 2:

- Element 2 will be constructed in the northwest quadrant of airfield
- MRO Hangar 3
- MRO Hangar 4
- MRO Support Services Center
- Administrative Office Building
- Aircraft taxiways accessing the hangar aprons
- Aircraft aprons at the hangars
- Automobile ingress and egress roadways and auto parking

EXHIBIT B

ESTIMATED CONSTRUCTION MANAGER'S DIRECT CONSTRUCTION COST

| Based on | % | Contract Documents as of | |
|----------|-----|--------------------------|---|
| | *** | | _ |

CONSTRUCTION COSTS

| \$ |
|----|
| \$ |
| \$ |
| \$ |
| \$ |
| \$ |
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| \$ |
| |
| |

The above breakdown of Direct Construction Costs is estimated values, not contractual limits. The Total Estimated Direct Construction cost is included in the GMP. The Schedule of Values, per Section 10.5.4. will be the basis of the monthly progress billings.

The above listed Construction Costs do not include:

- General Conditions
- Contract Documents Completion Allowance
- Insurance & Bonds
- Construction Manager's Contingency
- Construction Manager's Management Services • Reconstruction Services • Ci
 - rices Construction Manager's Fee • City Allowance Account
- · Consideration for Indemnification

Issued: 10/14/2019

EXHIBIT C CONSTRUCTION MANAGER'S GENERAL CONDITIONS DIRECT CONSTRUCTION COST

| ltem# | Description | Element 1 |
|--------|---|-------------|
| GC-1.0 | On-Site Offices | |
| | Office Trailer - Set up & Breakdown sgl | \$58,225 |
| | Office Trailer | \$82,028 |
| | Office Trailer Water Line | Included |
| | Office Supplies & Equip | \$12,094 |
| | Storage Vans | \$15,275 |
| | Temporary Site Signage | \$538 |
| | Project Sign | \$6,450 |
| | Office computers/fax/furniture | \$20,425 |
| | Postage & Shipping | \$8,063 |
| | Telephone | Included |
| | Telephone Installation | \$8,062 |
| | iPad | Included |
| | Internet Set up/ Service | \$10,500 |
| | Reproducible drawings | Included |
| | Temp toilets | Included |
| | Ice & Cups | \$5,375 |
| | Sales Tax on General Conditions Materials | Included |
| | Misc GCs | Included |
| GC-2.0 | Temporary Utilities | |
| | Temporary Power | \$12,375 |
| | Temporary Water | \$4,837 |
| | Perm Power (.13/sf per mo) | \$50,000 |
| GC-3.0 | Temporary Construction Services | |
| | Superintendent | \$670,950 |
| | Assistant Superintendent | Included |
| | Sr. Project Manager | \$1,044,186 |
| | Project Manager | Included |
| | Admin | \$308,007 |
| | Phones | Included |
| | Fuel for Vehicles | Included |
| | Supt/PM Vehicle | Included |
| | Video and Aerials | Included |
| | CPM/Schedule | \$50,000 |
| | Layout Services & Survey | Included |
| | Miscellaneous Layout & Batter Boards | Included |
| | Skilled Carpenters and Foremen | Included |
| | Laborers | \$0 |
| | Civil Engineer | \$0 |

* Allowance

* Allowance

Issued: 10/14/2019

EXHIBIT C CONSTRUCTION MANAGER'S GENERAL CONDITIONS DIRECT CONSTRUCTION COST

| Item# | Description | Element 1 |
|--------|--|-----------|
| | Quality Control Manager | \$55,393 |
| | | |
| | Out of Town Living | |
| | PM Living & Travel Expenses | \$250,880 |
| | Supervision Living | \$34,120 |
| GC-4.0 | Clean Up | 1 |
| | Final Clean-up and Clean Glass | \$21,800 |
| | Floor Protection | Included |
| | Daily Clean Up | Included |
| GC-5.0 | Safety | |
| | Safety Officer | \$184,245 |
| | Safety and Barricades | \$23,623 |
| | Drug Testing | Included |
| | Temp Const Fencing | \$5,000 |
| | Site Security | |
| | Utility Location Services | \$4,000 |
| GC-6.0 | Testing & Inspection | |
| | Inspection and Punch Out | Included |
| | Call Back and Warranty Work | Included |
| GC-7.0 | Fees & Permits | |
| | Building Permit | |
| | Builders Risk Insurance | |
| | General Liability Insurance | |
| | Subcontractor Bonds | |
| | P&P Bond | |
| | General Conditions (GC's, Equipment, Field Labor) Markup | |
| , | CM Fee | |
| | Contractor Contingency | |
| | | |

* Allowance

Issued: 10/14/2019

EXHIBIT C CONSTRUCTION MANAGER'S GENERAL CONDITIONS DIRECT CONSTRUCTION COST

| Item# | Description | | | | |
|--------|---------------------------------|--|--|--|--|
| GC-8.0 | Equipment | | | | |
| | Misc.Monthly Purchases | | | | |
| | Miscellaneous Equipment Rental | | | | |
| | Job Tools | | | | |
| | Ride On Sweeper | | | | |
| | Forklift Shooting Boom 9,000 lb | | | | |
| | Backhoe 4WD Extendahoe | | | | |
| | Dumpster Picks | | | | |
| | Fuel for Equipment | | | | |
| | Equip Repairs & Maint. | | | | |
| | | | | | |

| Element 1 |
|-------------|
| |
| Included |
| \$38,769 |
| Included |
| |
| \$2,985,220 |

EXHIBIT D - SUBMITTAL REQUIREMENTS FOR THE GMP

A preliminary GMP Proposal is due when Construction Documents (CD) are progressed to at least 60% completion. A final GMP Proposal is due when Construction Documents are progressed to 95% completion (unless City requests a final GMP Proposal at an earlier stage).

GMP proposal(s) submittals; one original and four (4), copies will be requested by Owner for review by City, Construction Administrator and Design Professional.

Table of Contents:

- 1. Scope of Work
- 2. Summary of the GMP
- 3. Schedule of Values summary spreadsheet and backup documents
- 4. List of Plans and Specifications used for GMP Proposal
- 5. List of clarification and assumptions
- 6. Construction Schedule
- 1. Scope of work will consist of a brief description of the work to be performed by Construction Manager and major points that the Construction Manager and Owner must be aware of pertaining to the scope.
- All substantiating data utilized in compilation of items "B" thru "D" will also be submitted as an Exhibit to this contract.

The general condition fee includes bond and insurance cost. All costs should be listed individually for future use.

PROJECT #:

DATE:

| P | RO | JE | \mathbf{CT} | NA | ME: |
|---|----|----|---------------|----|-----|
| | _ | | | | |

| GN | IP Sui | mmary | | | Amount |
|-----|--------|-----------------------------------|------------------|------------------------|----------------|
| Α. | Cost | t of Work (Labor, Materials, Equi | oment, Warranty) | | \$ |
| IND | | COSTS | | RATE | 欧斯科加美 拉 |
| B. | CM | Contingency | | % | \$ |
| C. | | | % | \$ | |
| D. | Gen | eral Conditions | | % | \$ |
| | D1 | Payment and Perfomance bond | \$ | % | |
| | D2 | Insurance | \$ | % | |
| E. | Sale | s Taxes | | % | |
| | | | | F. TOTAL GMP | \$ |
| | | | | G. Owner's Contingency | \$ |

Formulas:

Total GMP: A+B+C+D+E=F

Rates (Percentages) are calculated by dividing each amount by F, such as B/F, D/F, and D1/F

(Do not acquire bond or insurance until notified by Owner.)

- 3. Schedule of Values spread sheet with the estimated cost organized by subcontract categories, allowances, bid contingency, general conditions costs, taxes, bonds, insurances, and the Construction Manager's construction phase fee. The supporting document for the spreadsheet must be provided in an organized manner that correlates with the schedule of values.
- A list of the Plans and Specifications with latest issuance date including all revisions used in preparation of the GMP proposal.
- A list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP proposal, to supplement the information contained in the documents.
- 6. A Critical Path Method diagram construction schedule.
- 7. After cost of GMP has been agreed upon, detailed breakdown of Cost of General Conditions and other elements of GMP cost shall be included herein as attachment "A" and in Construction Contract as Exhibit "C".

NOTE: The submittal package must be kept as simple as possible all on $8 \% \times 11$ sheets. Color or shading must be kept to a minimum. If used, make sure the color or shading will not affect the reproduction of the submittal in black and white.

For questions regarding the submittal requirements, please contact:

Mr. Daniel E. Flynn Pensacola International Airport 2430 Airport Blvd., Suite 225 Pensacola, FL 32504 PH. (850) 436-5000 FX: (850) 436-5006

Note 1:Insert authorized attester if known and their title.

Note2: Insert the authorized Construction Manager attester (normally the Corporate Secretary or the Assistant Corporate Secretary of the Construction Manager office executing the contract.

EXHIBIT "E"

COSTS MATRIX

Pensacola Airport - MRO Campus Project PROJECT COST ALLOCATION MATRIX

| | Cost of Work (TBD) | General Conditions | Bond/Insurance Costs (% inc. in proposal) | Fee | Design Fees (NIC) | Owner Carried Costs | Comments |
|--|--------------------|-----------------------|---|-----|----------------------|------------------------|---|
| roject Team Personnel | | | | | | x | |
| Owner Personnel Cost | | | | | | X | |
| Program Manager Fees & Expenses | | | 7.5 | | - | X | |
| Architect Design Fees & Expenses | | | | | х | | |
| Structural Engineer Fees & Expenses | | | | | Х | | |
| MEP Engineer Fees & Expenses | | | | | X | | |
| Geotechnical Engineer Fees & Expenses | | | | | X | | |
| Environmental Consultant Fees & Expenses | | | | | X | | |
| Testing & 3rd Party Inspection Services | | | | | х | | |
| Commissioning Agent | 47 | | | | | X | |
| Professional Land Surveyor | 1000 | | | | | X | |
| Officers' Salaries & Benefits | | | | X | | | |
| Corporate Management | | | | х | | | |
| Estimating Personnel /Preconstruction Management | х | | | | | | |
| Operations Management | | x | | | | 10 | |
| Project Management (Onsite or Offsite) | | x | | | | | |
| | | х | | | | | |
| Quality Manager | | x | 1 | | | | |
| General Superintendent | _ | x | | | | | |
| Superintendent | x | - | | - 1 | | | |
| Trade Managers | X | | | | | | |
| Trade Superintendents & Foremen | X | | + | | | | |
| Trade Quality Managers | | - | | | | | |
| Field Engineering | X | | | | | | |
| Field Labor | х | - | - | | + | | |
| Safety Managers / Personnel | | X | | - | - | | |
| Home Office Admin Assistant | | х | - | - | | | |
| Home Office Overhead (i.e. Human Resources, Legal, Payroll, etc.) | | | | Х | | | |
| Project Accounting | | X | | | - | 1 | Assume Design will include |
| BIM Coordination | х | | | | х | | production of a full BIM Model for CMARs use at each design deliverable |
| 'ersonnel <u>Travel and Living Expense</u> Travel Expenses | | x | | | | | For personnel inc. in Gen. Cond |
| Truck Allowances / Mileage Reimbursement | | х | | | | | For personnel inc. in Gen. Cond |
| Per Diem's / Out of Town Living | | х | | | | | For personnel inc. in Gen. Cond |
| Relocation cost of staff | | X, | | 2 | | | For personnel inc. in Gen. Cond |
| Cost of Work Travel and Living Expense | | | | | | 1 | |
| Travel Expenses | х | | | | | | |
| Truck Allowances / Mileage Reimbursement | x | | | | _ | | |
| Per Diem's / Out of Town Living | X | | | | | | |
| Relocation cost of staff | x | | | | | - | |
| Contract Documents/Construction Progress Documentation Project Management Software & Tools | х | | | | | | Procore or similar program(s) will purchased as COW |
| | | х | | | | | |
| Scheduling Progress Photos / Construction Documentation | x | - | The second | | | | |
| Progress Photos / Construction Documentation Drawing Reproduction | X | | | | | | |
| As-Built Surveying | х | | | | | | |
| As-Built Documentation | х | 1 | | | | | |

| | Cost of Work | General Conditions | Bond/Insurance Costs (% inc. in proposal) | Fee | Design Fees (NIC) | Owner Carried Costs | Comments |
|--|--------------|-----------------------|---|----------------|----------------------|------------------------|-------------------------------------|
| | (120) | | proposarj | | | | |
| ity Charges | x | | | | | | |
| Electrical Aid to Construction (Power Company Charges) | x | | | | | | |
| Temporary Electricity - Setup Charges (Trailer) | A | х | | | | | |
| Temporary Electricity - Trailer Consumption Charges | | х | | | | | \$50,000 Allowance |
| Temporary Electricity - Building Consumption Charges | | X | - | | | | φοσ,απα των |
| Final Power / Commissioning Power | | X | - | | | | |
| Temporary Communication - Setup Charges (Trailer) | | _ ^ | - | | - | | |
| Temporary Communication - Trailer Consumption Charges | | х | | | - | | For personnel inc. in Gen. Cond. |
| Mobile Phone | | Х | | | - | | |
| Temporary Water - Setup Charges (Trailer) | Х | | | | - | | |
| Temporary Water - Trailer Consumption Charges | | X | | | - | | |
| Temporary Water - Building Consumption Charges | X | | | | - | | |
| | х | | | | | - | |
| Final Water | х | | | | 4 | - | |
| Temporary Fire Protection | | | | | | | |
| eld Office / Jobsite Setup Mobilization | | X | 1 | - | | 1 | |
| Office Trailer | | X | 1 | | - | | |
| Tool/Storage Trailers | X | | | | - | - | |
| Field Office Supplies | | X | | | - | | |
| Field Office Furnishings | | X | | | | - | |
| | | x | | | | 1 | - |
| Field Office Postage & Shipping | | х | | | | _ | |
| Computers | - | x | | - | | | |
| Copier | - | X | - | | | | |
| Fax Machine | - | X | | | | | |
| Printers | - | | - | | | | |
| Water / Ice / Cups | X | - | | | | | \$5,000 Allowance |
| Construction Fences & Gates | | X | 3 | | | | |
| Gravel Pad / Laydown | Х | | | - | - | 1 | |
| Security | X | | 4 | - | - | | Includes one project sign per eler |
| | | x | | | | | includes one project sign per cital |
| Project Signage | x | | | | | | |
| Jobsite Signage / Site Directional Signage | ^ | | | | | | |
| Safety | x | | | | | | |
| First Aid Supplies | x | | | | - 70 | | |
| Drug Testing | - | - | | | | | Y |
| Cleaning / Sanitation | x | | | | | | - |
| Temporary Toilets / Servicing | | х | | | | | |
| Field Office Holding Tank / Servicing | x * | 7 | | | | | |
| Progressive Clean Up | х | | | | | | |
| Progressive Street Sweeping | | x | | The same | | | 1 |
| Final Cleaning | X | - | | | | | |
| Dumpsters | ^ | - | | | | | |
| Equipment Onsite transportation equipment for general conditions personnel | | х | | | - | - | |
| Equipment | х | | | - | - | | |
| Cranes & Hoisting | x | | | 1 | - | - | 1 - 3 |
| Small Tools & Expendables | X | | | - | | | |
| Other Fees / Miscellaneous Expenses | | | | 4 | | | |
| Temporary Building Protection | x | | | 1 | | | Can facilitate if desired |
| | | | Assumed | l Not Required | | | Can racintato ir costrod |
| LEED Certification | | | -3/ | | | X | |
| Development Plan Fees | | | | | | Х | |
| Airport Authority Review Fees | | | | | | X | |
| City Inspection Fees | | | | | | Х | |
| Water Tap Fee | | - | | | | х | |
| Sewer Impact Fee | _ | - | - | | | x | |
| Traffic Impact Fees / Parking or Lane Closure Permits | | | | - | | х | |

| | Cost of Work (TBD) | General Conditions | Bond/Insurance Costs (% inc. in proposal) | Fee | Design Fees (NIC) | Owner Carried Costs | Comments |
|---|-----------------------|-----------------------|---|-----|----------------------|------------------------|-----------------------------------|
| ofit / Insurance / Permits / Other Project Costs | | | | ** | | | |
| Fee / Profit | | | | X | - | | |
| Charitable Contributions | | | | X | - | | |
| General Liability Insurance / Safety Administration | | | x | | - | | |
| Builders Risk Insurance | | | X | | - | - | |
| Licenses | | | | X | - | - | |
| Sales Tax | х | | | | | | |
| Payment & Performance Bond | | | х | | - | | |
| Subcontracted Work | х | | | | 1 | - | |
| Subontractor Payment & Perfomance Bond/Default Insurance Program (1.3% of Sub Cost) | x | | | | | | |
| Building Permits | | 0-1 | | - | | X | |
| FDEP Permit Fees | x | | | | | x | |
| Animal Relocation Surveys or Services | | | | | | X | |
| Sound Protection | x | | | | | | |
| Allowances | X | | | | | x | |
| Unsuitable Soils / Unforeseen Conditions | | | | | | - | Scope changes, weather, unforseer |
| Project Owner Contingency | | | | | | х | conditions, etc. |
| Project Construction Contingency | х | | | | | | |

EXHIBIT "F"

KEY PERSONNEL

Michael Tortorici

Tim Kozain

Bill Greenhut

Ryan Greenhut

Kevin Spellman

Randy Talcott

Travis Tauton

Hank Myers

Kelvin Enfinger, Sr.

Kelvin Enfinger, Jr.

Wesley Rutherford

EXHIBIT "G"

MONTHLY NORMAL INCLEMENT WEATHER DAYS

| MONTH (2020) | INCLEMENT WEATHER DAYS | | | | |
|--------------|------------------------|--|--|--|--|
| July | 3 | | | | |
| August | 5 | | | | |
| September | 4 | | | | |
| October | 5 | | | | |
| November | 3 | | | | |
| December | 3 | | | | |

| MONTH (2021) | INCLEMENT WEATHER DAYS | | | | |
|--------------|------------------------|--|--|--|--|
| January | 5 | | | | |
| February | 4 | | | | |
| March | 4 | | | | |
| April | 4 | | | | |
| May | 5 | | | | |
| June | 4 | | | | |
| July | 4 | | | | |
| August | 4 | | | | |
| September | 4 | | | | |
| October | 5 | | | | |
| November | 3 | | | | |
| December | 3 | | | | |

ATTACHMENT 1

PAYMENT & PERFORMANCE BONDS

PAYMENT BOND

| KNOW ALL MEN BY THESE PRESENTS | S, THAT WE | of the |
|---|------------------------|--------------------------|
| State of and County of | hereinafter, know | w as the Principal, and |
| a corporation chartered and existing unc | ier the laws of the Su | ate of and |
| duly authorized to do business in the State of Florid | la as Surety, are held | l and firmly bound unto |
| the City of Pensacola, Florida hereinafter known | w as the Owner, | in the penal sum of |
| | Dollars (\$ | for the payment |
| whereof we bind ourselves, our heirs, legal represe severally, as provided herein. | ntatives, successors | and assigns, jointly and |
| WHEREAS, Principal has entered into a contra (list or describe contract). | act with Owner, da | nted, for |
| | anditions: | |

This obligation is, however, subject to the following conditions:

The above bound Principal has entered into a contract with the Owner under which agrees to furnish all the labor and material and do all work necessary to construct all improvements described in these contract documents under certain terms, conditions, and stipulations and in accordance with the plans and specifications for the project, which are hereto attached and made part of this obligation.

Now should the above named Principal and all claimants, as defined in Section 255.05(1) of the Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, or in any amendment or extension of or addition to said contract, and for the payment of reasonable attorneys fees, incurred by the claimant or claimants in suits on said bond, then the above obligation shall be void; otherwise, to remain in full force and effect.

And the Surety to this bond, for value received agrees that no change, extensions of time, alterations or additions to the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Contract or the work to the Plans and Specifications.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of section 255.05 of the Florida Statutes, and is intended to be and shall be construed to be a bond on compliance with the requirements thereof. The payment bond required to exempt an Owner under this part shall be furnished by the Contractor in at least the amount of the original contract price before commencing the construction of the improvement under the direct contract. The bond shall be executed as surety by a surety insurer authorized to do business in this state and shall be conditioned that the Contractor shall promptly make payments for labor, services, and material to all lienors under the Contractor's direct contract. Any form of bond given by a Contractor conditioned to pay for labor, services, and material used to improve real property shall be deemed to include of this subsection.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

| IN WITNESS WHEREC |)F, said Pri | ncipal and S | Surety have ther | eunto amixed u | neir naim |
|---------------------------------|--------------|--------------|------------------|-----------------|-----------|
| and seals on this | _ day of _ | | _, 20, eith | er in person or | by agen |
| fully authorized. | | | | | |
| As to Principal: | | | | | |
| Signed, sealed and delivered in | | | | | |
| the presence of: | | Principal | | | |
| | | Fillicipai | | | |
| | | | | | |
| Witness | | | | | |
| | | Bv: | | | (L.S.) |
| Notary Public | | | | | |
| State of | | | | | |
| County of | • | | | | |
| As to Surety: | | | | | |
| Signed, sealed and delivered in | | | | | |
| the presence of: | | - | | | |
| | | Surety | | | |
| Witness | | | | | |
| | | Bv: | | | (L.S.) |
| Notary Public | | J. | | | |
| State of | | | | | |
| County of | | | | | |
| Approved as to form: | | | | | |
| Oxmer's Attorney | | | | | |

PERFORMANCE BOND

| KNOW ALL MEN BY THESE PRE | SENTS, THAT WE | of the |
|--|------------------------------------|----------------------|
| State of and County of | hereinafter, known a | s the Principal, and |
| a corporation chartered and exist | ing under the laws of the State of | |
| duly authorized to do business in the State of | f Florida as Surety, are held and | d firmly bound unto |
| the City of Pensacola, Florida hereinafte | r known as the Owner, in | the penal sum of |
| | Dollars (\$ |) for the payment |
| whereof we bind ourselves, our heirs, legal a severally, as provided herein. | representatives, successors and | assigns, jointly and |
| WHEREAS, Principal has entered into a contor describe contract.) | tract with Owner, dated | , for (list |
| | 1in | |

This obligation is, however, subject to the following conditions:

The above bound Principal has entered into a contract with the Owner under which agrees to furnish all the labor and material and do all work necessary to construct all improvements described in these contract documents under certain terms, conditions, and stipulations and in accordance with the plans and specifications for the project, which are hereto attached and made a part of this obligation.

NOW, THEREFORE, the conditions of this obligation are such that if the above bound Principal fails to faithfully and fully carry out and comply with the terms and conditions of said contract and complete the work therein specified, it shall be the duty of the Surety herein to assume the responsibility for the performance of the contract and to complete the work specified therein, including, but not limited to, obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said contract, and liquidated damages, and such alterations or additions as may be made therein or in the plans and specifications, and shall comply with all laws pertaining to said work, and shall comply with and perform any and all warranties and/or guarantees provided for in said contract. If the Principal faithfully and fully carries out and complies with the terms and conditions of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

And the Surety to this bond, for value received agrees that no change, extensions of time, alterations or additions to the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Contract or the work to the Plans and Specifications.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of section 255.05 of the Florida Statutes, and is intended to be a bond on compliance with the requirements thereof.

| IN WITNESS WHEREO | F, said Pri | incipal and | Surety h | ave thereunto affi | ixed their nands |
|---------------------------------|------------------|-------------|----------|--------------------|------------------|
| and seals on this | $_$ day of $_$ | | , 20 | , either in pers | on or by agents |
| fully authorized. | | | | | |
| As to Principal: | | | | | |
| Signed, sealed and delivered in | | | | | |
| the presence of: | | Principal | | | |
| | | | | | |
| Witness | | | | | |
| | | Ву: | | | (L.S.) |
| Notary Public | | | | | |
| State of | | | | | |
| County of | | | | | |
| As to Surety: | | | | | |
| Signed, sealed and delivered in | | | | | |
| the presence of: | | Surety | | | |
| Witness | | | | | |
| | | Ву: | | | (L.S.) |
| Notary Public | | | | | |
| State of | | | | | |
| County of | -1 | | | | |
| Approved as to form: | | | | | |
| Owner's Attorney | | | | | |

ATTACHMENT 2

FEDERAL REQUIREMENTS FOR AIRPORT PROJECTS

ACCESS TO RECORDS AND REPORTS

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

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

- 1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- 2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:

18.3%

Goals for female participation in each trade:

6.9%

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

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

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

BREACH OF CONTRACT TERMS

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

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

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

BUY AMERICAN PREFERENCE

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

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

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (\checkmark) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
 - a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
 - The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
 - a) To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility". The required documentation for a Type 3 waiver is:

a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product
- b) Detailed cost information for total project using non-domestic product

| False Statements: Per 49 USC § 47126, this ce the Federal Aviation Administration and the maker render the maker subject to prosecution under Title | ertification concerns a matter within the jurisdiction of ing of a false, fictitious or fraudulent certification may le 18, United States Code. |
|---|---|
| Date | Signature |

Title

GENERAL CIVIL RIGHTS PROVISIONS

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

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

TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

Compliance with Nondiscrimination Requirements:

Company Name

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

Compliance with Regulations: The Contractor (hereinafter includes consultants) will
comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they
may be amended from time to time, which are herein incorporated by reference and made a
part of this contract.

- 2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

• Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

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

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

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

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

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each

Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

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

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

- (ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the

amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

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

- 3. Payrolls and Basic Records.
- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is Web Division and Hour Wage from the purpose available this www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).
 - (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
- (2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

Apprentices and Trainees.

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

contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage In the event the Employment and Training determination for the work actually performed. Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - (iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
 - 5. Compliance with Copeland Act Requirements.

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

6. Subcontracts.

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

7. Contract Termination: Debarment.

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

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

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

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

- 10. Certification of Eligibility.
- (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT

Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not

presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1. Checking the System for Award Management at website: http://www.sam.gov.
- 2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
- 3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) -

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from the City of Pensacola. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Pensacola. This clause applies to both DBE and non-DBE subcontractors.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce

safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

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

ENERGY CONSERVATION REQUIREMENTS

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

EQUAL OPPORTUNITY CLAUSE

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint

or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (9) The Contactor shall include this Equal Opportunity Cause in each nonexempt subcontract.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in

which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- 5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and

employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

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

implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

The provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), are hereby incorporated herein by reference with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

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

CERTIFICATION REGARDING LOBBYING

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

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

- connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

PROHIBITION OF SEGREGATED FACILITIES

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

The requirements of 29 CFR Part 1910 are hereby incorporated herein by reference with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The

employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

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

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

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

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

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

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (\checkmark) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE

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

- 1. Contractor must immediately discontinue work as specified in the written notice.
- 2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
- 3. Discontinue orders for materials and services except as directed by the written notice.

- 4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
- 5. Complete performance of the work not terminated by the notice.
- 6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

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

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

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

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR DEFAULT (CONSTRUCTION)

The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
 - d. Discontinues the execution of the work, or
 - e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
 - f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
 - g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or

- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

TRADE RESTRICTION CERTIFICATION

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

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

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

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

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

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

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

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

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

VETERAN'S PREFERENCE

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

ATTACHMENT 3

PROJECT TITAN GRANT REQUIREMENTS

PRESERVATION OF OPEN COMPETITION AND GOVERNMENT NEUTRALITY TOWARDS GOVERNMENT CONTRACTORS' LABOR RLATIONS ON FEDERAL AND FEDERALLY FUNDED CONSTRUCTION PROJECTS

Notwithstanding any contrary provision in the foregoing Contract, neither this Contract nor any subcontract or agreement entered into by the Construction Manager with respect to the Work shall (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

PREHISTORIC OR HISTORIC ARTIFACTS

If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the Construction Manager shall immediately cease all activities, involving subsurface disturbance in the immediate vicinity of the discovery. The Construction Manager shall immediately report such discovery verbally and in writing to the Construction Administrator, who shall notify Owner. Owner shall contact the Florida Division of Historical Resources ("FDHR") and the Economic Development Administration of the United States Department of Commerce ("EDA"), and the Construction Manager shall not resume project activities without written authorization from Owner. It is understood that Owner will not authorize resumption of project activities without written authorization from FDHR and EDA. In the event that unmarked human remains are encountered during permitted activities, the Construction Manager shall immediately stop all work and report such discovery verbally and in writing to the Construction Administrator. Owner shall notify the proper authorities in accordance with Section 872.05, Florida Statutes. The Construction Manager shall not resume project activities without written authorization from Owner. It is understood that Owner will not authorize resumption of project activities without written authorization from the district medical examiner having jurisdiction in Escambia County, Florida or the Florida State Archaeologist.

COMPLIANCE WITH LAW

The Construction Manager shall comply with, and shall require its subcontractors to comply with, all applicable statutes, regulations, executive orders, Office of Management and Budget circulars, applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 CFR part 200), and applicable provisions of the U. S. Department of Commerce Economic Development Administration Standard Terms and Conditions for Construction (https://www.eda.gov/files/tools/grantee-forms/EDA-Construction-Standard-Terms-and-Projects Conditions.pdf), including the following:

- (1) Davis-Bacon Act, as amended (40 U.S.C. 3141-3144, 3146, 3147; 42 U.S.C. 3212).
- (2) Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 3701-3708).
- (3) Historical and Archeological Data Preservation Act of 1974, as amended (16 U₄S.C. 469a-1 et seq.).
- (4) Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151 et seq.).
- (5) The Energy Conservation and Production Act (42 U.S.C. 6834 et seq.).
- (6) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Department of Commerce implementing regulations published at 15 CFR part 8 ("Nondiscrimination in Federally Assisted Programs of the Department of Commerce Effectuation of Title VI of the Civil Rights Act of 1964").
- (7) Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.).
- Pub. L. No. 92-65, 42 U.S.C. § 3123, which proscribes discrimination on the basis of sex in EDA assistance provided under PWEDA; Pub. L. No. 94-369, 42 U.S.C. § 6709, which proscribes discrimination on the basis of sex under the Local Public Works Program; and the Department's implementing regulations at 15 CFR §§ 8.7 ("Cooperation, compliance reports and reviews and access to records") -8.15 ("Effect on other laws; supplementary instructions; coordination").
- (9) The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) (ADA).
- (10) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 CFR part 8b ("Prohibition of Discrimination Against the Handicapped in Federally Assisted Programs Operated by the Department of Commerce"), which prohibit discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance. For purposes of complying with the accessibility standards set forth in 15 CFR § 8b.18(c) ("New construction"), the Construction Manager must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act ("ADA") (28 CFR part 35 ("Nondiscrimination on the Basis of Disability in State and Local Government Services"); 75 Fed. Reg. 56164, as amended by 76 Fed. Reg. 13285) and Title III of the ADA (28 CFR part 36 ("Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities"); 75 Fed. Reg. 56236, as amended by 76 Fed. Reg. 13286). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards), which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects.
 - (11) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) and DOC implementing regulations published at 15 CFR part 20 ("Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance").
 - (12) Executive Order 11246 (30 Fed. Reg. 12319, 1965), as amended by Executive Orders 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), requiring Federally assisted construction contracts to include the nondiscrimination provisions of sections 202 and 203 of that

- Executive Order and Department of Labor regulations implementing Executive Order 11246 (41 CFR § 60-1.4(b) ("Equal Opportunity Clause"), 1991).
- Executive Order 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency ("LEP"), and develop and implement a system to provide those services so that LEP persons can have meaningful access to them. The DOC issued policy guidance on March 24, 2003 ("Guidance to Federal Financial Assistance Recipients on the Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", 68 Fed. Reg. 14180) to articulate the Title VI prohibition against national origin discrimination affecting LEP persons and to help ensure that Recipients provide meaningful access to their LEP applicants and beneficiaries.
- (14) The Construction Manager shall comply with subpart C (entitled "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons") of the OMB guidance in 2 CFR part 180 "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)."
- (15) The Construction Manager shall include the following notice in each request for applications or bids for a subcontract:
 - "Applicants/bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a DOC official) are subject to subpart C of 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants/bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to 15 CFR part 28, "New Restrictions on Lobbying." Applicants/bidders should familiarize themselves with these provisions, including the certification requirement. Therefore, Applications for a lower tier covered transaction must include a Form CD-512, "Certification Regarding Lobbying-Lower Tier Covered Transactions," completed without modification."
- The Construction Manager and this Contract are subject to 31 U.S.C. § 1352, as implemented at 15 CFR part 28 ("New Restrictions on Lobbying"). The Construction Manager shall submit a completed "Disclosure of Lobbying Activities" (Form SF-LLL) regarding the use of non-Federal funds for lobbying. The Construction Manager's Form SF-LLL and the Forms SF-LLL of a subcontractor under subcontracts greater than \$100,000 shall be submitted to Owner within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. Further, the Construction Manager shall include the following provision in each subcontract greater than \$100,000:

"The Subcontractor and this Subcontract are subject to 31 U.S.C. § 1352, as implemented at 15 CFR part 28 ("New Restrictions on Lobbying"). The Subcontractor shall submit a completed "Disclosure of Lobbying Activities" (Form SF-LLL) regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted to the Construction Manager within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed."

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Construction Manager shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (28 CFR Part 5).

PILOT PROGRAM FOR ENHANCEMENT OF EMPLOYEE WHISTLEBLOWER PROTECTIONS

In accordance with 41 U.S.C. § 4712, the Construction Manager agrees that an employee of the Construction Manager or of any subcontractor under the Construction Manager may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award or subaward or contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority related to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award or subaward or contract under a Federal award or subaward. These persons or bodies include: a. A Member of Congress or a representative of a committee of Congress. b. An Inspector General. c. The Government Accountability Office. d. A Federal employee responsible for contract or grant oversight or management at the relevant agency. e. An authorized official of the Department of Justice or other law enforcement agency. f. A court or grand jury. g. A management official or other employee of the City of Pensacola, the Construction Manager, or any subcontractor under the Construction Manager who has the responsibility to investigate, discover, or address misconduct. The Construction Manager shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce, and shall require each of its subcontractors to likewise inform the subcontractor's employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

SUBCONTRACT WITH A FEDERAL AGENCY

The Construction Manager shall not subcontract any part of the Work to any agency of employee of the U. S. Department of Commerce or any other Federal department, agency, or instrumentality without the prior written approval of the Economic Development Agency of the U. S. Department of Commerce.

INCREASING SEAT BELT USE IN THE UNITED STATES

Pursuant to Executive Order 13043, the Construction Manager is encouraged to enforce on-the-job seat belt policies and programs when operating company-owned, rented, or personally-owned vehicles.

CLEAN AIR ACT; CLEAN WATER ACT

The Construction Manager shall comply with applicable standards, orders, and requirements issued under section 306 of the Clean Air Act (42 U.S.C. section 7606), section 508 of the Clean Water Act (33 U.S.C. section1368), Executive Order 11738, Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans, and Environmental Protection Agency regulations at 48 C.F.R. part 15.

INSPECTION BY EDAREPRESENTATIVES

The authorized representatives and agents of the U.S. Economic Development Agency (EDA) shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.

EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

- (a) The Owner, U.S. Economic Development Agency (EDA), or the Comptroller General of the United States, or any of their duly authorized representatives shall, generally until three years after final payment under this contract, have access to and the right to examine any of the Construction Manager's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Construction Manager agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders that do not exceed \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Owner, EDA, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

CONTRACTOR'S TITLE TO MATERIAL

No materials, supplies, or equipment for the Work shall be purchased by the Construction Manager or by any subcontractor that is subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Construction Manager warrants and guarantees that it shall at all times have good title to all work, materials, and equipment used by the Construction Manager in the Work, free and clear of all liens, claims, or encumbrances.

INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the completion of the Work shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by, the Owner. Materials of construction, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses.

"OR EOUAL" CLAUSE

Whenever a material, article, or piece of equipment is identified in the Contract Documents by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Design Professional, of equal substance and function. However, such substitution material, article, or equipment shall not be purchased or installed by the Construction Manager without the Design Professional's written approval.

PATENT FEES AND ROYALTIES

- (a) Construction Manager shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Design Professional, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner or the Design Professional, as the case may be, in the Contract Documents.
- (b) To the fullest extent permitted by Laws and Regulations, the Construction Manager shall indemnify and hold harmless the Owner and the Design Professional, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

CONTRACTING WITH SMALL, MINORITY AND WOMEN'S BUSINESSES

The Construction Manager shall take affirmative steps to assure that small, minority, and women's businesses are used when possible as sources of supplies, equipment, construction and services. Such affirmative steps shall consist of:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (4) Establishing delivery schedules, where the requirements of the Contract permit, which encourage participation by small and minority businesses and women's business enterprises;
- (5) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies; and
- (6) Requiring each party to a subcontract to take the affirmative steps of this section.

The Construction Manager is encouraged to procure goods and services from Labor Surplus Area firms.

HEALTH, SAFETY, AND ACCIDENT PREVENTION

- (a) In performing this Contract, the Construction Manager shall:
 - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and
 - (4) Avoid work interruptions.

- (b) For these purposes, the Construction Manager shall:
 - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 C.F.R. part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 3708); and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Construction Manager shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 C.F.R. part 1904.
- (d) The Owner shall notify the Construction Manager of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Construction Manager or the Construction Manager's representative at the site of the Work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Construction Manager shall immediately take corrective action. If the Construction Manager fails or refuses to take corrective action promptly, the Owner may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Construction Manager shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Construction Manager shall be responsible for its subcontractors' compliance with the provisions of this clause. The Construction Manager shall take such action with respect to any subcontract as EDA, or the Secretary of Labor shall direct as a means of enforcing such provisions.

CONFLICT OF INTEREST AND OTHER PROHIBITED INTERESTS

- (a) The Construction Manager may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the Contract Documents has a corporate or financial affiliation with the supplier or manufacturer.
- (b) If the Owner finds after a notice and hearing that the Construction Manager, or any of the Construction Manager's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner or EDA in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, the Owner may, by written notice to the Construction Manager, terminate this Contract. The Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.
- (c) In the event this Contract is terminated as provided in paragraph (e) of this section, the Owner may pursue the same remedies against the Construction Manager as it could

pursue in the event of a breach of this Contract by the Construction Manager. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount (as determined by the Owner) which shall not be less than three nor more than ten times the costs the Construction Manager incurs in providing any such gratuities to any such officer or employee.

RESTRICTIONS ON LOBBYING

- (a) This Contract, or subcontract is subject to section 319 of Public Law 101-121, which added section 1352, regarding lobbying restrictions, to chapter 13 of title 31 of the United States Code. The new section is explained in the common rule, 15 C.F.R. part 28 (55 FR 6736-6748, February 26, 1990). Each bidder under this Contract or subcontract is generally prohibited from using federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this EDA Award.
- (b) Contract Clause Threshold: This Contract Clause regarding lobbying must be included in each bid for a contract or subcontract exceeding \$100,000 of federal funds at any tier under the EDA Award.
- (c) Certification and Disclosure: Each bidder of a contract or subcontract exceeding \$100,000 of federal funds at any tier under the federal Award must file Form CD-512, Certification Regarding Lobbying, and, if applicable, Standard Form-LLL, Disclosure of Lobbying Activities, regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the Construction Manager or subcontractor at the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.
- (d) Continuing Disclosure Requirement: Each Construction Manager or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.
- (e) Indian Tribes, Tribal Organizations, or Other Indian Organizations: Indian tribes, tribal organizations, or any other Indian organizations, including Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide EDA with the citation of the provision or provisions of federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of section 319 of Public Law No. 101-121, preferably through an attorney's opinion. Note,

also, that a non-Indian subrecipient, Construction Manager, or subcontractor under an award to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

CLEAN AIR AND WATER

- (a) Definition. "Facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by the Construction Manager or any subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the United States Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.
- (b) In compliance with regulations issued by the EPA, 2 C.F.R. part 1532, pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.); the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.); and Executive Order 11738, the Construction Manager agrees to:
 - (1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the EPA List of Violating Facilities pursuant to 2 C.F.R. part 1532 for the duration of time that the facility remains on the list;
 - (2) Promptly notify the Owner if a facility the Construction Manager intends to use in the performance of this contract is on the EPA List of Violating Facilities or the Construction Manager knows that it has been recommended to be placed on the List;
 - (3) Comply with all requirements of the Clean Air Act and the Federal Water Pollution Control Act, including the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all applicable clean air and clean water standards; and
 - (4) Include or cause to be included the provisions of this clause in every subcontract and take such action as EDA may direct as a means of enforcing such provisions.

ENVIRONMENTAL REQUIREMENTS

When constructing a Project involving trenching and/or other related earth excavations, the Construction Manager shall comply with the following environmental constraints:

(1) Wetlands. When disposing of excess, spoil, or other construction materials on public or private property, the Construction Manager shall not fill in or otherwise convert wetlands.

- (2) Floodplains. When disposing of excess, spoil, or other construction materials on public or private property, the Construction Manager shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency (FEMA) Floodplain Maps, or other appropriate maps, i.e., alluvial soils on Natural Resource Conservation Service (NRCS) Soil Survey Maps.
- (4) Endangered Species. The Construction Manager shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Construction Manager, the Construction Manager will immediately report this evidence to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the U.S. Fish and Wildlife Service.

EDA PROJECT SIGN

The Construction Manager shall supply, erect and maintain a Project sign according to the specifications provided by EDA. To the extent practical, the sign should be a free standing sign. Project signs shall not be located on public highway rights of way. Location and height of signs will be coordinated with the local agency responsible for highway or street safety in the Project area, if any possibility exists for obstructing vehicular traffic line of sight. Whenever the EDA site sign specifications conflict with State law or local ordinances, the EDA Regional Director will permit such conflicting specifications to be modified so as to comply with State law or local ordinance. The cost of such sign shall be included in the Cost of the Work.

INDEMNIFICATION (FLORIDA DOT-REQUIRED FORM)

To the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless Owner and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Construction Manager and persons employed or utilized by the Construction Manager in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this provision is intended to nor shall it constitute a waiver of the State of Florida and Owner's sovereign immunity.

THE CONSTRUCTION MANAGER SHALL REQUIRE ALL SUBCONTRACTORS AND MATERIAL SUPPLIERS PERFORMING OR PROVIDING ANY PART OF THE WORK TO PROVIDE SUBSTANTIALLY THE SAME INDEMNIFICATION TO OWNER AND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION.

INDEMNIFICATION (FLORIDA DEO-REQUIRED FORM)

The Construction Manager shall indemnify, defend, save and hold harmless the Florida Department of Economic Opportunity and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the Construction Manager, its officers, agents, employees, subcontractors, and suppliers.

THE CONSTRUCTION MANAGER SHALL REQUIRE ALL SUBCONTRACTORS AND MATERIAL SUPPLIERS PERFORMING OR PROVIDING ANY PART OF THE WORK TO PROVIDE SUBSTANTIALLY THE SAME INDEMNIFICATION TO THE STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY.

COMMERCIAL GENERAL LIABILITY INSURANCE

The State of Florida, Department of Transportation, and the State of Florida, Department of Economic Opportunity, shall be included as additional insureds on the commercial general liability insurance required by Section 27.3.1 of this Contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT Nicole Karamichael | | | | |
|--|---|----------|--|--|--|
| Lakeview Risk Partners, LLC 2927 2nd Avenue South Birmingham, AL 35233 | PHONE (A/C, No, Ext): (205) 879-1945 FAX (A/C, No): (205) 8 | 879-1946 | | | |
| | E-MAIL ADDRESS: nkaramichael@lakeviewrisk.com | | | | |
| | INSURER(S) AFFORDING COVERAGE | | | | |
| | INSURER A: The Travelers Indemnity Company | | | | |
| INSURED | INSURER B: Travelers Property Casualty Co of America | 25674 | | | |
| Brasfield & Gorrie, L.L.C. | INSURER C: *See Attachment for Schedule of Companies | | | | |
| P.O. Box 10383 | INSURER D: The Travelers Indemnity Company of America | 25666 | | | |
| Birmingham, AL 35202 | INSURER E: Steadfast Insurance Company | 26387 | | | |
| | INSURER F: | | | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR | | TYPE OF INSURANCE | ADDL S | UBR POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP | LIMIT | S |
|------|--------|---|--------|---------------------------|----------------------------|------------|--|---------------|
| A | Х | COMMERCIAL GENERAL LIABILITY | | | | | EACH OCCURRENCE | \$ 2,000,000 |
| | | CLAIMS-MADE X OCCUR | | VTC2K-CO-7852B663-IND-19 | 7/1/2019 | 7/1/2020 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 |
| | X | Contractual | | | | | MED EXP (Any one person) | \$ 50,000 |
| | X | Includes X, C, U | | | | | PERSONAL & ADV INJURY | \$ 2,000,000 |
| | GEN | Y'L AGGREGATE LIMIT APPLIES PER: | | | | | GENERAL AGGREGATE | \$ 4,000,000 |
| | | POLICY X PRO- | | | | | PRODUCTS - COMP/OP AGG | \$ 4,000,000 |
| | | OTHER: | | | | | | \$ |
| В | AUT | OMOBILE LIABILITY | | | | 7/1/2020 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | X | ANY AUTO | | VTC2J-CAP-5449B876-TIL-19 | 7/1/2019 | | BODILY INJURY (Per person) | \$ |
| | Х | OWNED SCHEDULED AUTOS ONLY | | | | | BODILY INJURY (Per accident) | \$ |
| | X | HIRED AUTOS ONLY | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| С | Х | UMBRELLA LIAB X OCCUR | | SEE ATTACHED SCHEDULE | 7/1/2019 | 7/1/2020 | EACH OCCURRENCE | s 20,000,000 |
| | | EXCESS LIAB CLAIMS-MADE | | | | | AGGREGATE | \$ 20,000,000 |
| | | DED RETENTION\$ | | | | | ., | \$ |
| | WOR | RKERS COMPENSATION EMPLOYERS' LIABILITY | | VTC2H-UB-3D450508-TIA-19 | | 7/1/2020 | X PER OTH- STATUTE ER | |
| | ANY | ANY PROPRIETOR/PARTNER/EXECUTIVE N N/A | N/A | | 7/1/2019 | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | (Man | idatory in NH) | 17.0 | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | If yes | s, describe under CRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| E | Pro | fessional Liab. | | EOC 9138954-13 | 7/1/2019 | 7/1/2020 | Each Claim/Aggregate | 10,000,000 |
| В | Rig | gers Legal Liab | | QT-660-8740M17A-TIL-19 | 7/1/2019 | 7/1/2020 | Per Occcurrence | 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / YEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: VT Mobile Aerospace Engineering, Inc., Project Titan Element 1 MRO Facilities at Pensacola International Airport, 2430 Airport Blvd., Pensacola, FL
32504

As required by the "Construction Manager at Risk Contract" between the City of Pensacola ("Owner") and Brasfield & Gorrie, L.L.C. ("Construction Manager at Risk"), the City of Pensacola and VT Mobile Aerospace Engineering, Inc. (where required by contract) shall be listed as an Additional Insured on a primary basis on the General Liability, Auto Liability and Umbrella Liability policies shown. Thirty (30) Days' Notice of Cancellation, except ten (10) days Notice for Nonpayment, shall be provided to the City of Pensacola as required by the referenced contract. All coverages shown shall be considered primary with respect to Brasfield & Gorrie, L.L.C.

| CERTIFICATE HOLDER | CANCELLATION | | | |
|--|--|--|--|--|
| | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. | | | |
| City of Damagasia | AUTHORIZED REPRESENTATIVE | | | |
| City of Pensacola 222 West Main Street Pensacola, FL 32502 | C, N | | | |

ACORD 25 (2016/03)

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Policy Period 07/01/2019 to 07/01/2020 - Umbrella Layers Brasfield & Gorrie, LLC

Travelers Property Casualty Company of America VTSMJ-CUP 5800B505-TIL-19 \$10,000,000

Continental Insurance Company FFX6011412336 \$10,000,000 X \$10,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

 The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that:

- You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured Owners, Lessees or Contractors Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured Owners, Lessees or Contractors Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or
- (b) Either or both of the following: the Additional Insured — Owners, Lessees or Contractors — Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and
 - (b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

- 2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III - Limits Of Insurance.
 - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
- 3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid

- and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
- 4. As a condition of coverage provided to the additional insured by this endorsement:
 - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
- 5. The following is added to the **DEFINITIONS** Section:
 - "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- **b.** While that part of the contract or agreement is in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

PROVISIONS

A. The following is added to Paragraph c. in A. 1., Who is An Insured, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. The following is added to Paragraph 5., Other Insurance, in B. General Conditions of SECTION IV - BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: VTSMJ-CUP-5800B505-TIL-19

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - OTHER INSURANCE - PERSONS OR ORGANIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - OTHER INSURANCE - PERSONS OR ORGANIZATIONS FOR WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT TO PROVIDE INSURANCE

THE FOLLOWING IS ADDED TO PARAGRAPH 10. OTHER INSURANCE OF SECTION IV CONDITIONS:

HOWEVER, FOR ANY PERSON OR ORGANIZATION THAT QUALIFIES AS AN INSURED UNDER PARAGRAPH 2. F. OF SECTION II - WHO IS AN INSURED, IF THE WRITTEN CONTRACT IN WHICH YOU HAVE AGREED TO PROVIDE INSURANCE FOR THAT PERSON OR ORGANIZATION SPECIFICALLY REQUIRES THAT THIS INSURANCE APPLY ON A PRIMARY OR A PRIMARY AND NON-CONTRIBUTORY BASIS, THIS INSURANCE WILL APPLY AS IF OTHER INSURANCE AVAILABLE TO THAT PERSON OR ORGANIZATION WHICH COVERS THAT PERSON OR ORGANIZATION AS A NAMEDINSURED DOES NOT EXIST, AND WE WILL NOT SHARE WITH THAT OTHER INSURANCE. BUT, THIS INSURANCE STILL IS EXCESS OVER ANY OTHER VALID AND COLLECTIBLE INSURANCE, WHETHER SUCH INSURANCE IS STATED TO BE PRIMARY, CONTRIBUTING, EXCESS, CONTINGENT OR OTHERWISE, THAT IS AVAILABLE TO THAT PERSON OR ORGANIZATION WHEN THAT PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED UNDER SUCH OTHER INSURANCE.

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PRODUCER: LAKEVIEW RISK PARTNERS, LLC

CG T8 14

OFFICE: ATLANTA

005

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice: 30 WHEN WE DO NOT RENEW (Nonrenewal): Number of Days Notice: 30

NAME: SEE ENDORSEMENT IL T8 03

ADDRESS: SEE ENDORSEMENT IL T8 03

- A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any
- applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.

DESIGNATED ENTITY - EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

Endorsement IL T3 54 03 98, DESIGNATED ENTITY - EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US, is amended to read as follows:

SCHEDULE

NAME: Any person or organization that is a certificate holder of a certificate of insurance issued for you that:

- Refers to this policy and attaches a copy of this endorsement;
 and
- 2. Is in effect, and is on file at the office of your agent or broker for this policy, at the time of the cancellation or nonrenewal.

ADDRESS: The address shown for that person or organization in that certificate of insurance.

POLICY NUMBER: VTC2J-CAP-5449B876-TIL-19

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following: ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 30

NAME: SEE IL TB 05 07 18

ADDRESS: SEE IL TO 05 07 18

- A. For any statutority permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any
- (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.

COMMERCIAL AUTO POLICY

EMDORABMENT - IL TS 05 07 18

POLICY NUMBER: VTC2J-CAP-5449B876-TIL-19

DESIGNATED ENTITY - BARLIER MOTICE OF CAMC

IT IS AGREED TEAT:

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE OF IL T3 54 03 98, DESIGNATED BETTET - MARLIER MOTICE OF CANCELLATION/MONRMEMBERAL PROVIDED BY US, IS AMENDED AS FOLLOWS:

- 1. HAME: ANY PERSON OR ORGANIZATION TRAT IS A CERTIFICATE HOLDER OF A CERTIFICATE OF IMSURANCE ISSUED FOR YOU THAT:
 - REFERS TO THIS POLICY AND ATTACHES A COPY OF THIS ENDORSEMENT; AND
 - 2. IS IN REVECT, AND IS ON FILE AT THE OFFICE OF YOUR AGENT OR BROKER FOR THIS POLICY, AT THE TIME OF THE CANCELLATION OR NORREMENAL.

ADDRESS: THE ADDRESS SHOWS FOR THAT PERSON OR ORGANIZATION IN THAT CERTIFICATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following: ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 30

NAME: SEE ENDT IL T8 02

ADDRESS: SEE ENDT IL T8 02

- A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any
- applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.

POLICY NUMBER: VTSMJ-CUP-5800B505-TIL-19

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY-EARLIER NOTICE OF CANCELLATION/NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

DESIGNATED ENTITY-EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US, IL T3 54 03 98, NAME AND ADDRESS SCHEDULE IS AMENDED TO READ:

NAME: ANY PERSON OR ORGANIZATION THAT IS A CERTIFICATE HOLDER OF A CERTIFICATE OF INSURANCE ISSUED FOR YOU THAT:

- 1. REFERS TO THIS POLICY AND ATTACHES A COPY OF THIS ENDORSEMENT; AND
- 2. IS IN EFFECT, AND IS ON FILE AT THE OFFICE OF YOUR AGENT OR BROKER FOR THIS POLICY, AT THE TIME OF THE CANCELLATION OR NONRENEWAL.

ADDRESS: THE ADDRESS SHOWN FOR THAT PERSON OR ORGANIZATION IN THAT CERTIFICATE.

PRODUCER: LAKEVIEW RISK PARTNERS, LLC

IL T8 02

OFFICE: 005

Page 1 of 1



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER: VTC2H-UB-3D450508-TIA-19

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX - CONDITIONS:

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:

Number of Days Notice

NAME: ANY PERSON OR ORGANIZATION THAT IS A CERTIFICATE
HOLDER OF A CERTIFICATE OF INSURANCE ISSUED FOR YOU THAT:

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- A) REFERS TO THIS POLICY AND ATTACHES A COPY OF THIS ENDORSEMENT AND
- B) IS IN EFFECT, AND IS ON FILE AT THE OFFICE OF YOUR AGENT OR BROKER FOR THIS POLICY, AT THE TIME OF CANCELLATION

ADDRESS: THE ADDRESS SHOWN FOR THAT PERSON OR ORGANIZATION IN THAT CERTIFICATE OF INSURANCE

SAM Search Results List of records matching your search for :

Search Term: BRASFIELD & GORRIE, L.L.C.*

Record Status: Active

ENTITY BRASFIELD & GORRIE, L.L.C.

Status: Active

DUNS: 005074302

+4:

CAGE Code: 0L5R0

DoDAAC:

Expiration Date: 08/11/2020

Has Active Exclusion?: No

Debt Subject to Offset?: No

Address: 3021 7TH AVE S

City: BIRMINGHAM ZIP Code: 35233-2939

State/Province: ALABAMA

Country: UNITED STATES

Detail by Entity Name

Foreign Limited Liability Company BRASFIELD & GORRIE, L.L.C.

Filing Information

Document Number

M97000000707

FEI/EIN Number

72-1400223

Date Filed

10/27/1997

State

DE

Status

ACTIVE

Principal Address

3021 7th Avenue South Birmingham, AL 35233

Changed: 04/06/2018

Mailing Address

3021 7th Avenue South Birmingham, AL 35233

Changed: 04/06/2018

Registered Agent Name & Address

CT CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title Member

BRASFIELD & GORRIE, L.P.

3021 7th Avenue South Birmingham, AL 35233

Title CFO

Freeman, Randall J. 3021 7th Avenue South Birmingham, AL 35233

Title CEO

Gorrie, M James 3021 7th Avenue South Birmingham, AL 35233

Title Secretary

Grizzle, Charles L., Jr. 3021 7th Avenue South Birmingham, AL 35233

City of Pensacola

Memorandum

File #: 20-00739 City Council 11/12/2020

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jewel Cannada-Wynn

SUBJECT:

DETERMINATION OF EXTRAORDINARY CIRCUMSTANCES ALLOWING FOR REMOTE / VIRTUAL ATTENDANCE AT COUNCIL AND BOARD MEETINGS.

RECOMMENDATION:

That City Council make a determination of extraordinary circumstances allowing for remote / virtual attendance at Council and board meetings.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Due to COVID-19, the Governor issued Executive Order 2020-69, which (1) suspended any Florida Statue that required a quorum to be present in person or requires a local government body to meet at a specific public place and (2) provided that Local government bodies could utilize communications media technology, such as telephonic and video conferencing, as provided in section 120.54(5)(b)2., Florida Statutes, to hold their meetings This allowed the City Council and other boards to hold their meetings remotely without the need for an in-person quorum.

On November 1, 2020 at 12:01 am, Executive Order 2020-69 expired. With this expiration comes the need to have an in-person quorum present at City Council and other board meetings. Attorney General Opinion 2003-41 states in part:

Thus, this office has concluded that, in the absence of a statute to the contrary, a quorum of the members must be physically present at a meeting in order to take action.

Where, as here, the statute or rules contemplate that the meeting will be held in a public place with the members physically present, this office has considered the participation of an absent member by telephone conference or other interactive electronic technology permissible when such absence is due to extraordinary circumstances such as illness...

Accordingly, it is my opinion that where a rule or statute contemplates that a meeting will be held in a public place with the members physically present, the participation of an absent member in the meeting by telephone conference should be permitted only in extraordinary circumstances and when a quorum of the board members is physically present at the meeting.

The Attorney General then states that the board must determine in its sound judgment whether a particular situation is an "extraordinary circumstance" that would allow the attendance of that member via technology.

Staff have received requests from members of boards to participate remotely due to either being in an at-risk group or while not in an at-risk group, due to fear of the possible contraction of COVID-19.

While we know that a physical quorum must be present, the question before City Council is making the determination as to what constitutes an extraordinary circumstance that would permit attendance remotely.

PRIOR ACTION:

March 20, 2020 - Governor issued Executive Order 2020-69, which expired November 1, 2020.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) AGO 2003-41

PRESENTATION: No

Fla. AGO 2003-41 (Fla.A.G.), 2003 WL 22055617

Office of the Attorney General

State of Florida AGO 2003-41 September 3, 2003

RE: MUNICIPALITIES-GOVERNMENT IN THE SUNSHINE-participation of board member by telephone due to scheduling conflict when quorum of board members physically present at meeting. s. 286.011, Fla. Stat.

*1 Mr. Sidney R. Payne Chair Tampa Human Rights Board 102 East 7th Avenue Tampa, Florida 33602

Dear Mr. Payne:

On behalf of the City of Tampa Human Rights Board, you ask substantially the following question:

May a member of the human rights board who is physically absent from a board meeting because of a scheduling conflict participate in the meeting by means of a telephone conference when a quorum of the members of the board is physically present at the meeting?

Section 286.011(1), Florida Statutes, Florida's Government-in-the-Sunshine Law, provides:

"All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, except as otherwise provided in the Constitution, at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting."

This office has been asked on several occasions to provide assistance to local governmental boards or commissions regarding the participation of its members in a public meeting through use of telecommunications media and the compliance of such meetings with the Government-in-the-Sunshine Law. In Attorney General's Opinion 92-44, this office concluded that a county commissioner who was physically unable to attend a commission meeting because of medical treatment could participate in the meeting by using an interactive video and telephone system that allowed her to see the other members of the board and the audience at the meeting and that allowed the board and audience to see her. This office recognized that section 125.001, Florida Statutes, required that meetings of the county commission be held in a public place in the county but noted that a quorum of the members of the county commission would be present at the public place.

A similar conclusion was reached in Attorney General's Opinion 98-28, which concluded that a district school board could use electronic media technology in order to allow a physically absent member to attend a public meeting if a quorum of the members of the board is physically present at the meeting site. More recently, in Attorney General Opinion 02-82, this office concluded that physically-disabled members of the City of Miami Beach Barrier-free Environment Committee could participate and vote on board matters by electronic means if they are unable to attend, as long as a quorum of the members of the board is physically present at the meeting site.²

The City of Tampa Human Rights Board was created by ordinance to, among other things, receive and initiate complaints alleging violations of the city's human rights ordinance, which prohibits discrimination in employment, housing and public accommodations based on race, color, religion, national origin, sex, sexual orientation, age, handicap, familial status, or marital status.³ As a public board created by ordinance to carry out a governmental purpose, the board is clearly subject to the Government-in-the-Sunshine Law.⁴

*2 According to your letter, regular board meetings are held once every two months, with special meetings called by the board chair. You state that the rules of the board provide that its meetings are to be held at the city's Office of Community Relations. Such a requirement would appear to be analogous to the statutory requirements that meetings of the county commission or the school board be held at an appropriate place in the county.⁵ Thus, the code clearly contemplates the physical presence of board members at public meetings.

You state that a quorum of the board would be physically present at the meeting. The member who wishes to participate by telephone conference cannot physically attend the meeting, due not to illness but rather to a scheduling conflict.

You note the reluctance of this office to extend public officials' participation in public meetings by electronic means to situations other than those involving a serious medical condition and the presence otherwise of a quorum at the public meeting place. For example, in Attorney General Opinion 98-28, this office noted that state agencies and their boards and commissions are authorized by Chapter 120, Florida Statutes, to adopt rules providing procedures for conducting public meetings by means of communications media technology.⁶ The opinion recognized the rationale behind statutory authorization for state agency use, as contrasted with local agency utilization, of communications media technology for conducting meetings:

Allowing state agencies and their boards and commissions to conduct meetings via communications media technology under specific guidelines recognizes the practicality of members from throughout the state participating in meetings of the board or commission. While the convenience and cost savings of allowing members from diverse geographical areas to meet electronically might be attractive to a local board or commission such as a school board, the representation on a school board is local and such factors would not by themselves appear to justify or allow the use of electronic media technology in order to assemble the members for a meeting.

Concerns about the validity of official actions taken by a public body when less than a quorum is present argue for a very conservative reading of the statutes. Thus, this office has concluded that, in the absence of a statute to the contrary, a quorum of the members must be physically present at a meeting in order to take action.⁷

Where, as here, the statute or rules contemplate that the meeting will be held in a public place with the members physically present, this office has considered the participation of an absent member by telephone conference or other interactive electronic technology permissible when such absence is due to extraordinary circumstances such as illness. To conclude otherwise would alter the intent and purpose of such a statute or rule.

*3 Accordingly, it is my opinion that where a rule or statute contemplates that a meeting will be held in a public place with the members physically present, the participation of an absent member in the meeting by telephone conference should be permitted only in extraordinary circumstances and when a quorum of the board members is physically present at the meeting. Whether the absence of a member due to a scheduling conflict constitutes such a circumstance is a determination that must be made in the good judgement of the board.

Sincerely,

Charlie Crist Attorney General

Footnotes

- And see, Op. Att'y Gen. Fla. 94-55 (1994), in which this office concluded that a member of the board of trustees of a public museum could participate in public meetings through the use of a telephone when a quorum of the board was physically present at the public meeting. The member who was requesting to participate by telephone had health problems that precluded his attendance at the publicly designated meeting place.
- The Barrier-free Environment Committee was created by ordinance for the purpose of providing accessibility-related input to a number of departments within city government. This office concluded that the city code contemplated the physical presence of board members at public meetings.
- Section 12-5, City of Tampa Code.

- See, e.g., City of Miami Beach v. Berns, 245 So. 2d 38 (Fla. 1971) (Sunshine law applies to any board or commission or any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision).
- ⁵ See, s. 125.001 and s. 1001.372(2), Fla. Stat., respectively.
- ⁶ See, s. 120.54(5)(b) 2., Fla. Stat.
- ⁷ See, e.g., Ops. Att'y Gen. Fla. 83-100 (1983), and 89-39 (1989), quoting 62 C.J.S. Municipal Corporations s. 399, p. 757, which provides:

"In order to constitute a quorum the requisite number of members must be actually present at the meeting and the requisite number cannot be made up by telephoning absent members and obtaining their vote over the telephone."

Cf., Penton v. Brown-Crummer Inv. Co., 131 So. 14 (Ala. 1930) (where there was no quorum present at meeting of city council, but resolution was attempted to be passed by calling up absent members over the telephone, resolution of city council was ineffective); Fargnoli v. Cianci, 397 A.2d 68 (R.I. 1979) (in determining whether "quorum" was present at city council meeting, it was error to include member who was not physically present).

Fla. AGO 2003-41 (Fla.A.G.), 2003 WL 22055617

End of Document

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