



# City of Pensacola

## City Council

### Agenda - Final

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Thursday, December 10, 2020, 5:30 PM

Council Chambers, 1st Floor

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**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 via live stream or phone at [cityofpensacola.com/428/Live-Meeting-Video](http://cityofpensacola.com/428/Live-Meeting-Video). Citizens may submit an online form at <https://www.cityofpensacola.com/ccinput> BEGINNING AT 3PM.

#### ROLL CALL

#### INVOCATION

#### PLEDGE OF ALLEGIANCE

Council Member Jennifer Brahier

#### FIRST LEROY BOYD FORUM

#### AWARDS

#### APPROVAL OF MINUTES

1. [20-00815](#) APPROVAL OF MINUTES: REGULAR MEETING DATED NOVEMBER 12, 2020; AND SPECIAL MEETINGS DATED NOVEMBER 24, 2020

*Attachments:* [Draft: Regular Meeting Dated 11/12/20](#)  
[Draft: Special Meeting Dated 11/24/20, 11:45AM](#)  
[Draft: Special Meeting Dated 11/24/20, 12:00PM](#)

#### APPROVAL OF AGENDA

#### CONSENT AGENDA

2.     [20-00778](#)     2021 CITY COUNCIL MEETING SCHEDULE

*Recommendation:*     That City Council adopt the 2021 City Council Meeting Schedule.

*Sponsors:*             Jared Moore

*Attachments:*         [2021 City Council Meeting Schedule - Proposed](#)



3.     [20-00792](#)     ASSIGNMENT OF COUNCIL MEMBERS TO EXTERNAL BOARDS,  
COMMISSIONS & AUTHORITIES FOR COUNCIL TERM 2020-2022

**Recommendation:**     That the following external assignments be filled for a two-year period,  
until new City Council Members take office in November of 2022:

Pensacola & Perdido Bays Estuary Program (1 & 1 Alt)             Hill     /     Myers  
(Alt)

Community Action Program (1)                                     Myers

Community Drug & Alcohol Commission (1)                     Wiggins

Community Enterprise Investments, Inc. (1)                     Broughton

Tourist Development Council (2)                                 Jones / Moore

Transportation Planning Organization (5)                     Hill/Wiggins/Moore/  
Broughton / Brahier

Juvenile Justice Council (1)                                     Wiggins

Keep Pensacola Beautiful (1)                                     Brahier

Pensacola Escambia Development Commission (2)             M y e r s             /  
Moore

Emerald Coast Regional Council (1)                             Brahier

Ex Officio Officer Human Relations Commission (1)         Myers  
(Term might expire June 2021)

Eastside Redevelopment Board                                 Jones

Westside Redevelopment Board                                 Wiggins

Urban Core Redevelopment Board                               Broughton

Affordable Housing Advisory Committee                     Hill

**Sponsors:**             Jared Moore

**Attachments:**         [External Board Assignments 2020-2022](#)

4. [20-00531](#) INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA, FLORIDA AND WEST FLORIDA HISTORIC PRESERVATION, INC. FOR PARKING MANAGEMENT OF THE WFHPI-UWF TARRAGONA PARKING LOT
- Recommendation:** That City Council approve an Interlocal Agreement between the City of Pensacola, Florida and West Florida Historic Preservation, Inc. (WFHPI) for the parking management of the WFHPI-UWF Tarragona Parking Lot facilities under City parking management to be retroactive back to November 1, 2020. Further, that City Council authorize the Mayor to take all actions necessary to execute the Interlocal Agreement
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Interlocal Agreement between the City of Pensacola, Florida and WF](#)
5. [20-00560](#) CHANGE ORDER BID #19-019 - 12TH AVENUE AND CROSS STREET HMGP STORMWATER IMPROVEMENT PROJECT
- Recommendation:** That City Council approve Change Order #2 increasing the contract by an additional \$47,095.58 for the 12th Avenue and Cross Street HMGP Stormwater Improvement Project.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Bid #19-019 - 12th and Cross Change Order #2 Summary](#)

## REGULAR AGENDA

6. [20-00771](#) PENSACOLA PROFESSIONAL FIREFIGHTERS INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 707 COLLECTIVE BARGAINING AGREEMENT
- Recommendation:** That City Council ratify the proposed Pensacola Professional Firefighters International Association of Firefighters (IAFF) Local 707 Collective Bargaining Agreement. Further, that City Council authorize the Mayor to take all actions necessary to execute the agreement. Finally, that the City Council adopt a supplemental budget resolution appropriating the costs associated with the first year of the agreement.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [IAFF Local 707 Collective Bargaining Agreement Effective October 1](#)  
[Supplemental Budget Resolution](#)  
[Supplemental Budget Explanation](#)

7. [2020-62](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-62 - PENSACOLA PROFESSIONAL FIREFIGHTERS INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 707 COLLECTIVE BARGAINING AGREEMENT

**Recommendation:** That City Council adopt Supplemental Budget Resolution No. 2020-62.

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. 2020-62](#)  
[Supplemental Budget Explanation No. 2020-62](#)  
[Proposed Collective Bargaining Agreement](#)

8. [49-20](#) PROPOSED ORDINANCE NO. 49-20 AMENDING SECTION 9-6-26 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA FIREFIGHTERS' DEFERRED COMPENSATION PROHIBITING FUTURE CONTRIBUTIONS

**Recommendation:** That City Council approve Proposed Ordinance No. 49-20 on first reading.

AN ORDINANCE AMENDING THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING FUTURE CONTRIBUTIONS ARTICLE III SECTIONS 9-6-20 THROUGH 9-6-26, A FIREFIGHTERS DEFERRED COMPENSATION PLAN; PROVIDING FOR APPLICABILITY OF ORDINANCE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

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

9. [20-00806](#) EXTENSION OF MAYORAL DECLARATION OF STATE OF EMERGENCY

**Recommendation:** That City Council approve the Mayor's request for an extension of the Declaration of Emergency until the Council meeting scheduled for February 25, 2021.

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

**Attachments:** [City of Pensacola State of Emergency 20-01](#)  
[Executive Order 20-52](#)  
[Executive Order 20-276](#)  
[City of Pensacola State of Emergency 20-07](#)

10.     [20-00788](#)     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 February 25, 2021.
- Sponsors:*         Jared Moore
- Attachments:*       [Ordinance No. 15-20](#)
11.     [2020-58](#)     SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-58 - CONTRACTS PAYABLE
- Recommendation:*     That City Council adopt Supplemental Budget Resolution No. 2020-58.
- 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. 2020-58](#)  
                                  [Supplemental Budget Explanation No. 2020-58](#)
12.     [2020-59](#)     SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-59 - FY 2021 NON-ENCUMBERED CARRYOVER BUDGET RESOLUTION
- Recommendation:*     That City Council adopt Supplemental Budget Resolution No. 2020-59.
- 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. 2020-59](#)  
                                  [Supplemental Budget Explanation No. 2020-59](#)

13.    [20-00814](#)       APPROVAL OF AMTRAK BUILDING & PARKING LOT LEASE TO MONUMENT TO WOMEN VETERANS INC.
- Recommendation:**   That City Council approve the final draft Lease Agreement for the Amtrak building and parking lot between the City of Pensacola and the Monument to Women Veterans Inc. Further, that City Council authorize the Mayor to take all necessary actions to execute and administer the Lease Agreement.
- Sponsors:**         Grover C. Robinson, IV
- Attachments:**     [Women Veterans Amtrak Lease - final draft](#)  
                              [Sunbiz Info - 11-2020](#)  
                              [Council Approval to Surplus Amtrak - 04-11-2013](#)  
                              [Council Approval to Negotiate Lease - 11-12-2020](#)
14.    [20-00781](#)       APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY BOARD CHAIR
- Recommendation:**   That City Council appoint one member of the Community Redevelopment Agency Board as Chair of the Board for a period of one year, expiring December 2021.
- Sponsors:**         Jared Moore
- Attachments:**     [Nomination Forms - Sherri Myers](#)  
                              [Nomination Form - Delarian Wiggins](#)  
                              [Ballot](#)
15.    [20-00782](#)       APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY BOARD VICE CHAIR
- Recommendation:**   That City Council appoint one member of the Community Redevelopment Agency (CRA) Board as Vice Chair of the Board for a period of one year, expiring December 2021.
- Sponsors:**         Jared Moore
- Attachments:**     [Nomination Form - Teniade Broughton](#)  
                              [Nomination Form - Delarian Wiggins](#)  
                              [Ballot](#)

16. [45-20](#) PROPOSED ORDINANCE NO. 45-20 - REQUEST FOR FUTURE LAND USE MAP AMENDMENT - 4406 N. DAVIS HIGHWAY
- Recommendation:** That City Council adopt Proposed Ordinance No. 45-20 on second 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](#)  
[PROOF OF PUBLICATION](#)
17. [46-20](#) PROPOSED ORDINANCE NO. 46-20 - REQUEST FOR ZONING MAP AMENDMENT - 4406 N. DAVIS HIGHWAY
- Recommendation:** That City Council adopt Proposed Ordinance No. 46-20 on second 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](#)  
[Planning Board Rezoning and FLUM Application](#)  
[Planning Board Minutes October 13 2020 DRAFT](#)  
[Zoning Map October 2020](#)  
[PROOF OF PUBLICATION](#)

18.     [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 adopt Proposed Ordinance No. 48-20 on second 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 underli](#)  
[Original Draft Proposed Ordinance No.48-20](#)  
[Exhibit A to Original Draft](#)  
[PROOF OF PUBLICATION](#)

## **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 requested services.*

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# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00815

City Council

12/10/2020

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### **SUBJECT:**

APPROVAL OF MINUTES: REGULAR MEETING DATED NOVEMBER 12, 2020; AND SPECIAL MEETINGS DATED NOVEMBER 24, 2020



# City of Pensacola

## CITY COUNCIL

### Regular Meeting Minutes

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November 12, 2020

5:30 P.M.

Council Chambers

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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, Andy Terhaar (attended by teleconference due to a medical issue), P.C. Wu

**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](https://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

Hunter Sims of First Baptist Church of Pensacola

## PLEDGE OF ALLEGIANCE

Council Member P.C. Wu

## FIRST LEROY BOYD FORUM

City Attorney Woolf indicated Council Member Terhaar is attending the meeting via remote technology due to a medical issue.

**Dylan Threadgill:** Addressed Council (via phone held up to a mic) regarding Item 15, (20-00728) *Lease of Amtrak Building and Parking Lot to Monument to Women Veterans, Inc.*

**Ryan Risteen:** Addressed Council (via phone held up to a mic) introducing his public insurance adjustment firm.

**Sonya Merritt:** Addressed Council about parking issues related to new residential development on West Government Street in the area of “F” and “G” Streets with vehicles blocking sidewalks.

Council President Cannada-Wynn requested City Administrator Wilkins to follow-up with Ms. Merritt. Council Member Myers and Mayor Robinson made comments.

## AWARDS

Mayor Robinson read a proclamation into the record recognizing Veterans’ Memorial Park as a *Purple Heart Entity*.

**APPROVAL OF MINUTES**

1. [20-00747](#) APPROVAL OF MINUTES: REGULAR MEETING DATED OCTOBER 22, 2020

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

**The motion carried by the following vote:**

Yes: 7	Jewel Cannada-Wynn, Jared Moore, Ann Hill, John Jerrals, Sherri Myers, Andy Terhaar, P.C. Wu
No: 0	None

**APPROVAL OF AGENDA**

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

**The motion carried by the following vote:**

Yes: 7	Jewel Cannada-Wynn, Jared Moore, Ann Hill, John Jerrals, Sherri Myers, Andy Terhaar, P.C. Wu
No: 0	None

**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.

3. [20-00611](#) 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.

**CONSENT AGENDA (CONT'D.)**4. [20-00694](#) 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.

5. [20-00626](#) 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

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.

7. [20-00699](#) 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.

**A motion to approve consent agenda Items 2, 3, 4, 5, 6, and 7 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

**REGULAR AGENDA****8. [20-00648](#) 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.

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

Council Member Cannada-Wynn inquired of the proposed use of the property purchased by ECUA. Mayor Robinson and Property Lease Manager Stallworth responded accordingly indicating it will be used for maintenance and a staging area to the water tank. Further, an easement will be retained. Council Member Myers made comments in support of the disposition of the property.

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

**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. (Split Zoned C-1 Retail Commercial and R-1AAA Single Family Residential to entirely C-1 Retail Commercial; Split Designation Commercial and Low-Density Residential to entirely Commercial.)

Planning Service Director Morris explained the requested amendment(s) as outlined in the memorandum dated 11/12/20 and provided overhead graphics of the subject property as contained in the background materials.

**REGULAR AGENDA (CONT'D.)**

Council Member Myers inquired if any property owners (related to Public Hearing Item 9, 20-00641) in the residential area had any objections to the proposed amendment(s). Planning Services Director Morris indicated staff has not received any objections nor did anyone address the Planning Board during their consideration of the issue.

There being no further questions, Council President Cannada-Wynn indicated she will entertain a motion.

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

There being no further discussion or public input, 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

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. (Split Designation Commercial and Low-Density Residential to Entirely Commercial.)**

**A motion to approve on first reading was made by Council Member Moore and seconded by Council Member Hill.**

Council Member Myers questioned the authority of the mayor under the City Charter to sponsor resolutions and ordinances. She indicated his role within the Charter is provided by veto power. Some discussion took place with input from Council President Cannada-Wynn, Mayor Robinson, and City Attorney Woolf.

Upon conclusion of discussion, the vote was called.

**REGULAR AGENDA (CONT'D.)**

**The motion (to approve on first reading P.O. #45-20) carried by the following vote:**

Yes: 6           Jewel Cannada-Wynn, Jared Moore, Ann Hill, John Jerralds, Andy Terhaar, P.C. Wu  
No: 1           Sherri Myers

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. **(Split Zoned C-1 Retail Commercial and R-1AAA Single Family Residential to entirely C-1 Retail Commercial.)**

**A motion to approve on first reading was made by Council Member Hill and seconded by Council Member Moore.**

**The motion carried by the following vote:**

Yes: 6           Jewel Cannada-Wynn, Jared Moore, Ann Hill, John Jerralds, Andy Terhaar, P.C. Wu  
No: 1           Sherri Myers

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.**

Council President Cannada-Wynn read into the record describing how a quasi-judicial proceeding differs from legislative action. She then called on City staff as to whether this issue is contested. **Planning Services Director Morris indicated she is not aware of any opposition to this request.** Council President Cannada-Wynn indicated they may dispense of formalities but indicated it is necessary for evidence to be entered into the record.



**REGULAR AGENDA (CONT'D.)**

Planning Services Director Morris presented evidence (related to Item 12, 20-00632) into the record on behalf of the City describing the issue and referencing all background materials provided in the agenda package dated 11/12/20, as well as overhead slides of the subject property.

The requestor had no further evidence to enter into the record.

Council Member Myers inquired of the location of the proposed subdivision and sewer connections requirements with Planning Services Director Morris and Mayor Robinson responding accordingly.

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

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 Jerrals, Sherri Myers, Andy Terhaar, P.C. Wu
No: 0	None

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 OF 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.

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

**REGULAR AGENDA (CONT'D.)**

As indicated during Monday's agenda conference (regarding Item 13, Res No. 2020-55), Council Member Hill expressed concerns regarding parking for existing businesses and garbage collection during construction with Chad Henderson, Developer, and Mayor Robinson addressing her comments. **Mayor Robinson requested language be inserted to ensure development does not impact access to parking and trash service. City Attorney Woolf indicated additional language is not necessary and that the master development agreement contains language providing for the City's and CRA's authority to ensure the development of the project does not impact operations of the adjacent businesses.**

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

14. [20-00628 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.

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

Port Director Miller responded accordingly to questions from Council Member Moore regarding the due diligence period. City Attorney Woolf responded accordingly to questions from Council Member Myers inquiring of the specific legal description not contained in the lease agreement. Mayor Robinson made follow-up remarks.

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

**REGULAR AGENDA (CONT'D.)**

15. [20-00728](#) 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.

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

Public input was heard from Dylan Threadgill.

Discussion ensued among Council with Michelle Caldwell, CEO of Monument to Women Veterans, Inc. and Dan Demchak with Everdean Construction (master developer and investor) responding accordingly related to the property's proximity to the monument and timeline for fundraising and moving forward with restoration of the building and property. **Concerns were also raised regarding the proposed term for the lease for (only) twenty (20) years due to the significant costs for restoration and maintenance of the building and property. City Attorney Woolf and Mayor Robinson fielded comments and questions related to the term of the lease which will be addressed during negotiations. Both Ms. Caldwell and Mr. Demchak indicated in favor of a lease term longer than twenty (20) years. Finance Director Lovoy commented she expects to move forward quickly with negotiations.**

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

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.

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

**REGULAR AGENDA (CONT'D.)**

Council President Cannada-Wynn (sponsor of Item 16, 20-00727) recognized Marilyn Wesley, HRC Executive Director in attendance and briefly explained the reason for the release of the allocation of funding at this time. Mayor Robinson and some Council Members made comments in support of the HRC's work for the community.

Executive Director Welsey thanked the Council and Mayor for their support and indicated after a challenging year due to COVID-19 and Hurricane Sally they are ready to move forward in their new office space.

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

17. [20-00730 APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE FRANCIS 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 Francis M. Weston Audubon Society and the City of Pensacola for Tree and Vegetative Plantings and Maintenance at Bruce Beach.

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

Discussion took place among Council with comments also from Mayor Robinson. Council Member Hill announced the upcoming golden shovel and planting event on November 21<sup>st</sup> and 22<sup>nd</sup>. Michael Brower, President of the Francis M. Weston Audubon Society responded to questions accordingly.

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

**REGULAR AGENDA (CONT'D.)**

18. [20-00706](#) 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.

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

**The motion carried by the following vote:**

Yes: 7      Jewel Cannada-Wynn, Jared Moore, Ann Hill, John Jerrals, Sherri Myers, Andy Terhaar, P.C. Wu  
No: 0      None

19. [2020-57](#) 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.**

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

**The motion carried by the following vote:**

Yes: 7      Jewel Cannada-Wynn, Jared Moore, Ann Hill, John Jerrals, Sherri Myers, Andy Terhaar, P.C. Wu  
No: 0      None

**REGULAR AGENDA (CONT'D.)**

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.

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

**The motion carried by the following vote:**

Yes: 7      Jewel Cannada-Wynn, Jared Moore, Ann Hill, John Jerrals, Sherri Myers, Andy Terhaar, P.C. Wu  
No: 0      None

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.

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

Council Member Myers inquired of Section 1. G. Natural Disaster Fund of the resolution with Finance Director Lovoy responding accordingly regarding funding for costs related to Hurricane Sally. Council President Cannada-Wynn and Mayor Robinson also made comments.

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 Jerrals, Sherri Myers, Andy Terhaar, P.C. Wu  
No: 0      None

**REGULAR AGENDA (CONT'D.)**

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

**A motion to approve on first reading was made by Council Member Moore and seconded by Council Member Jerralds.**

Mayor Robinson (sponsor) explained the intent of the ordinance and responded accordingly to questions from Council Member Wu regarding the inclusion of restroom facilities within the park. Council Member Myers made comments and indicated she intends to bring forward an amendment to the ordinance for consideration on second reading. Mayor Robinson made follow-up remarks.

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, Andy Terhaar, P.C. Wu
No: 1	Sherri Myers

**REGULAR AGENDA (CONT'D.)**

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.

**A motion to approve was made by Council Member Cannada-Wynn and seconded by Council Member Moore.**

Council Member Wu made comments.

**The motion carried by the following vote:**

Yes: 6	Jewel Cannada-Wynn, Jared Moore, Ann Hill, Sherri Myers, Andy Terhaar, P.C. Wu,
No: 1	John Jerralds



**REGULAR AGENDA (CONT'D.)****24. 20-00739 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.

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

Discussion ensued among Council with Council Executive Kraher and City Attorney Woolf fielding comments and questions. Mayor Robinson also provided input.

Based on discussion, **a motion to amend was made by Council Vice President Moore and seconded by Council Member Myers that City Council make a determination of extraordinary circumstances allowing for remote / virtual attendance at Council and board meetings for an individual in a high risk category and may attend virtually so long as there is a quorum physically present.**

**The motion on the first amendment 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

**Further, a motion to amend was made by Council Member Moore and seconded by Council Member Hill that City Council also make a determination of extraordinary circumstances allowing for remote / virtual attendance at Council and board meetings for an individual with an immediate family member who is in a high risk category and may attend virtually so long as there is a quorum physically present.**

**The motion on the second amendment 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 main motion as amended 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

**COUNCIL EXECUTIVE'S REPORT**

Council Executive Kraher noted the newly installed safety railing along the ramp on the Council's dais and thanked City staff for completing the project. Council Member Myers made follow-up remarks expressing gratitude for the railing installation.

Council Executive Kraher also addressed out-going Council Members of Districts 1, 3, 5, and 7. Mayor Robinson also made remarks.

**MAYOR'S COMMUNICATION**

Mayor Robinson provided brief updates on CARES Act funding awards to the City and debris collection due to Hurricane Sally.

**COUNCIL COMMUNICATIONS**

Council Member Myers inquired of funding for lighting needs on state-owned roadways. Mayor Robinson and Director of Public Works & Facilities Owens responding accordingly.

**CIVIC ANNOUNCEMENTS**

None

**SECOND LEROY BOYD FORUM**

None

**ADJOURNMENT**

WHEREUPON the meeting was adjourned at 8:41 P.M.

\*\*\*\*\*

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
Jared Moore, President of City Council

Attest:

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



# City of Pensacola

## *City Council*

### Special Meeting Minutes

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November 24, 2020

11:45 A.M.

Council Chambers

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Council President Cannada-Wynn called the special meeting to order at 11:48 A.M. for the purpose of honoring out-going City Council Members, as well as ratifying and confirming all acts of Council 2018 – 2020.

#### **ROLL CALL**

**Council Members Present:** Jewel Cannada-Wynn, Jared Moore, Andy Terhaar, Ann Hill, John Jerralds, P.C. Wu, Sherri Myers

**Council Members Absent:** None

**Also Present:** Mayor Grover C. Robinson, IV

#### **INVOCATION**

Dr. Michael A. Thompson, Sr., Pastor, Greater Union Baptist Church

#### **PLEDGE OF ALLEGIANCE**

Council Member Sherri Myers

#### **PRESENTATIONS**

*HONORING COUNCIL MEMBER JEWEL CANNADA-WYNN*

*HONORING COUNCIL MEMBER JOHN JERRALDS*

*HONORING COUNCIL MEMBER ANDY TERHAAR*

*HONORING COUNCIL MEMBER P. C. WU*

Each of the (above) individuals was presented with certificates, a key to the City, and provided an opportunity to make remarks.

**ACTION ITEMS**

1. [2020-61](#) RESOLUTION NO. 2020-61: RATIFYING AND CONFIRMING ALL ACTS OF COUNCIL - 2018-2020

**Recommendation:** That City Council adopt Resolution 2020-61.

A RESOLUTION RATIFYING AND CONFIRMING ALL ACTS OF THE CITY COUNCIL OF THE CITY OF PENSACOLA FOR THE TERM BEGINNING AT 12:00 NOON ON NOVEMBER 27, 2018 AND RUNNING UNTIL 12:00 NOON ON NOVEMBER 24, 2020; PROVIDING FOR AN EFFECTIVE DATE

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

**The motion carried by the following vote:**

Yes: 7	Jewel Cannada-Wynn, Jared Moore, Andy Terhaar, Ann Hill, John Jerralds, P.C. Wu, Sherri Myers
No: 0	None

**ADJOURNMENT**

WHEREUPON the meeting was adjourned at 12:16 P.M.

\*\*\*\*\*

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
Jared Moore, President of City Council

Attest:

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



# City of Pensacola

## *City Council*

### Special Meeting Minutes

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November 24, 2020

12:00 P.M.

Council Chambers

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Council Vice President Moore called the special meeting to order at 12:26 P.M. for the purpose of holding a swearing-in ceremony for incoming City Council Members, as well as appointment of Council President and Vice President.

#### **ROLL CALL**

**Council Members Present:** Jared Moore, Jennifer Brahier, Teniade Broughton, Ann Hill, Casey Jones, Sherri Myers, Delarian Wiggins

**Council Members Absent:** None

**Also Present:** Mayor Grover C. Robinson, IV

#### **INVOCATION**

The Reverend Susan Sowers, Rector, St. Christopher's Episcopal Church

#### **PLEDGE OF ALLEGIANCE**

COUNCIL MEMBER ANN HILL

#### **OATH OF OFFICE**

*DISTRICT 1 – JENNIFER BRAHIER*

*DISTRICT 3 – CASEY JONES*

*DISTRICT 5 – TENIADE BROUGHTON*

*DISTRICT 7 – DELARIAN WIGGINS*

Each of the (above) individuals were administered the oath of office as Members of City Council. Following being sworn-in to office, each was provided an opportunity to make remarks.

**ACTION ITEMS****1. [20-00755](#) APPOINTMENT - CITY COUNCIL PRESIDENT**

**Recommendation:** That City Council appoint one of its members as President for a period of one year expiring November 23, 2021.

Each of the following Council Members was nominated to be considered for appointment as City Council President:

Council Member Moore

Council Member Myers

Each nominee was provided an opportunity to address Council.

Council Vice President Moore called for a ballot vote.

*Balloting and tallying take place.*

**Council Vice President Moore: Announced the results of the tally indicating (he) Council Member Moore has been appointed as City Council President for a period of one year expiring November 23, 2021.**

**2. [20-00756](#) APPOINTMENT - CITY COUNCIL VICE PRESIDENT**

**Recommendation:** That City Council appoint one of its members as Vice President for a period of one year expiring November 23, 2021.

Since Council Member Moore was appointed City Council President his name was withdrawn from the ballot.

*The only nominee remaining on the ballot being Council Member Hill.*

**A motion to appoint by acclamation Council Member Hill as City Council Vice President for a period of one year expiring November 23, 2021 was made by Council Member Brahier and seconded by Council Member Wiggins.**

**The motion carried by the following vote:**

Yes: 7      Jared Moore, Jennifer Brahier, Teniade Broughton, Ann Hill, Casey Jones, Sherri Myers, Delarian Wiggins

No: 0      None

**REMARKS**

Mayor Grover C. Robinson, IV

**ADJOURNMENT**

WHEREUPON the meeting was adjourned at 12:53 P.M.

\*\*\*\*\*

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
Jared Moore, President of City Council

Attest:

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00778

City Council

12/10/2020

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Jared Moore

**SUBJECT:**

2021 CITY COUNCIL MEETING SCHEDULE

**RECOMMENDATION:**

That City Council adopt the 2021 City Council Meeting Schedule.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City Charter requires the City Council to schedule a regular council meeting at least once per month. It is customary for the City Council to establish its regular meeting schedule for the following calendar year in December of each year.

Adoption of this action will set the City Council meeting schedule for 2021.

**PRIOR ACTION:**

December 12, 2019 - City Council adopted the 2020 City Council Meeting Schedule

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**



- 1) 2021 City Council Meeting Schedule - Proposed

**PRESENTATION:** No

2021 PENSACOLA CITY COUNCIL SCHEDULE OF MEETINGS

MONTH	AGENDA CONFERENCE	COUNCIL MEETING	SPECIAL COUNCIL MEETING
Note: Business Workshop to be held, if needed, on the 2nd Agenda Conference meeting day of the month.			
January	Tuesday, 19th	Thursday, 21st	
February	Monday, 8th Monday, 22nd	Thursday, 11th Thursday 25th	
March	Monday, 8th Monday, 22nd	Thursday, 11th Thursday 25th	
April	Monday, 5th Monday, 19th	Thursday, 8th Thursday, 22nd	
May	Monday, 10th Monday, 24th	Thursday, 13th Thursday, 27th	
June	Monday, 14th	Thursday, 17th	
July	Monday, 12th	Thursday, 15th	
August	Monday, 9th	Thursday, 12th	
September	Tuesday, 7th Monday, 20th	Thursday, 9th Thursday, 23th	1st & Final FY 22 Budget Hearings beginning at 5:30 p.m. <i>(dates to be determined)</i>
October	Monday, 11th Monday, 25th	Thursday, 14th Thursday, 28th	
November	Monday, 15th	Thursday, 18th	Special Council meeting to elect Council President and Vice President - 11/23/21 at 9:00 a.m.
December	Monday, 13th	Thursday, 16th	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 20-00792

City Council

12/10/2020

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Jared Moore

**SUBJECT:**

ASSIGNMENT OF COUNCIL MEMBERS TO EXTERNAL BOARDS, COMMISSIONS & AUTHORITIES FOR COUNCIL TERM 2020-2022

**RECOMMENDATION:**

That the following external assignments be filled for a two-year period, until new City Council Members take office in November of 2022:

Pensacola & Perdido Bays Estuary Program (1 & 1 Alt)	Hill / Myers (Alt)
Community Action Program (1)	Myers
Community Drug & Alcohol Commission (1)	Wiggins
Community Enterprise Investments, Inc. (1)	Broughton
Tourist Development Council (2)	Jones / Moore
Transportation Planning Organization (5)	Hill/Wiggins/Moore/ Broughton / Brahier
Juvenile Justice Council (1)	Wiggins
Keep Pensacola Beautiful (1)	Brahier
Pensacola Escambia Development Commission (2)	Myers / Moore
Emerald Coast Regional Council (1)	Brahier
Ex Officio Officer Human Relations Commission (1) (Term might expire June 2021)	Myers
Eastside Redevelopment Board	Jones
Westside Redevelopment Board	Wiggins

Urban Core Redevelopment Board

Broughton

Affordable Housing Advisory Committee

Hill

**HEARING REQUIRED:** No Hearing Required**SUMMARY:**

Organization's by-laws and in some cases state statutes require a member or members of City Council be assigned to external boards, commissions, and authorities. Currently, the Council's Rules and Procedures do not set out a means of determining these assignments. Based on prior assignments and current needs, staff along with the Council President provides the proposed assignments.

**PRIOR ACTION:**

December 2018 - City Council approved external committee assignments

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) 2020-2022 Council External Board Assignments

**PRESENTATION:** No

### **External Board Assignments 2020-2022**

Pensacola & Perdido Bays Estuary Program (1 & 1 Alt)	Hill / Myers (alt)
Community Action Program (1)	Myers
Community Drug & Alcohol Commission (1)	Wiggins
Community Enterprise Investments, Inc. (1)	Broughton
Tourist Development Council (2)	Jones / Moore
Transportation Planning Organization (5)	Hill/Wiggins/Moore/ Broughton / Brahier
Juvenile Justice Council (1)	Wiggins
Keep Pensacola Beautiful (1)	Brahier
Pensacola Escambia Development Commission (2)	Myers / Moore
Emerald Coast Regional Council (1)	Brahier
Ex Officio Officer Human Relations Commission (1) (Term might expire June 2021)	Myers
Eastside Redevelopment Board	Jones
Westside Redevelopment Board	Wiggins
Urban Core Redevelopment Board	Broughton
Affordable Housing Advisory Committee	Hill



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00531

City Council

12/10/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA, FLORIDA AND WEST FLORIDA HISTORIC PRESERVATION, INC. FOR PARKING MANAGEMENT OF THE WFHPI-UWF TARRAGONA PARKING LOT

**RECOMMENDATION:**

That City Council approve an Interlocal Agreement between the City of Pensacola, Florida and West Florida Historic Preservation, Inc. (WFHPI) for the parking management of the WFHPI-UWF Tarragona Parking Lot facilities under City parking management to be retroactive back to November 1, 2020. Further, that City Council authorize the Mayor to take all actions necessary to execute the Interlocal Agreement

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Downtown Improvement Board (DIB) lacks statutory authority to enforce or regulate parking activities outside the DIB boundaries. Recently City Council made a determination to have the City resume responsibility for parking regulation and enforcement throughout the City commencing October 1, 2020.

On May 28, 2020, City Council took action to terminate the Interlocal Agreement(s) with the DIB, City, and the Community Redevelopment Agency (CRA), bringing all parking management operations under City administration effective October 1, 2020.

The DIB entered into an Interlocal Agreement with WFHPI effective on July 1, 2019. The purpose of the agreement established the terms for management of the 37 parking spaces located at the southwest corner of Tarragona Street and Government Street located in the City of Pensacola.

It is recommended that City Council approve the interlocal agreement with the WFHPI for continued management of the Tarragona Parking Lot facility. The City Parking Management Fund shall pay half of the net positive revenue exceeding nineteen thousand two hundred dollars (\$19,200) to the WFHPI on or before the 15th day of the month following the last day of the City of Pensacola's fiscal year. All remaining funds will be deposited into the City Parking Management Fund. The term net positive revenue means all income received by the Parking Management Fund minus all expenses

related to the management of the WFHPI Parking Facilities as reasonably determined by the City of Pensacola. The proposed Interlocal Agreement is attached.

**PRIOR ACTION:**

November 29, 2007- The City Council and the CRA entered into Interlocal Agreements with the DIB, which allowed the DIB to manage and enforce parking regulations in the downtown business district.

May 28, 2020 - The City Council took action to terminate the Interlocal Agreement(s) with the DIB, City, and CRA, bringing all parking management operations under City management effective October 1, 2020.

October 8, 2020 - The City Council adopted Supplemental Budget Resolution 2020-48, amending the Fiscal Year 2021 Budget appropriating funds for the Parking Management Fund.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

It is anticipated that the City's management of the WFHPI-UWF Tarragona Parking Lot will be budget neutral to the City's Parking Management Fund per the terms of the new Interlocal Agreement and transition of Parking Management to the City of Pensacola.

**CITY ATTORNEY REVIEW:** Yes

11/23/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator

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

Amy Lovoy, Finance Director

**ATTACHMENTS:**

- 1) Interlocal Agreement between the City of Pensacola, Florida and WFHP, Inc., for the Management of the Tarragona St. Parking Lot.

**PRESENTATION:** No

**INTERLOCAL AGREEMENT BETWEEN WEST FLORIDA  
HISTORIC PRESERVATION, INC. AND THE CITY OF  
PENSACOLA**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is made by and between the West Florida Historic Preservation, Inc., a Florida non-profit corporation and direct support organization of the University of West Florida (WFHPI") with administrative offices at 120 E. Church Street, Pensacola, Florida 32502 and the City of Pensacola, with administrative offices at 222 West Main Street, Pensacola, Florida 32502 (each being at times referred to as a "party" or "parties").

**WITNESSETH:**

**WHEREAS** the parties have legal authority to perform certain public works within their respective jurisdictions; and

**WHEREAS**, WFHPI is established as a direct support organization of the University of West Florida per Section 267.173, Florida Statutes and per that certain operating agreement dated July 1, 2001 between WFHPI and the University of West Florida as renewed and amended, which establishes WFHPI as a public agency under Section 163.01, Florida Statutes for the purposes of this Agreement; and

**WHEREAS** the parties are authorized by §163.01, Florida Statutes, to enter into interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS** the parties desire to establish the terms under which the City of Pensacola shall assume managerial responsibility and authority for certain WFHPI Parking Facilities, as defined below, located in downtown Pensacola; and

**WHEREAS** the Parties desire that this Agreement be effective on Nov. 1, 2020.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

**Article 1**  
**PURPOSE**

This Agreement hereby establishes the terms relating to managerial responsibility and authority for certain aspects of WFHPI Parking Facilities, as defined below, located in downtown Pensacola.

**Article 2**



## **WFHPI PARKING FACILITIES**

- 2.1** The WFHPI Parking Facilities subject to the terms of this agreement are the 37 parking spaces located at the southwest corner Tarragona Street and Government Street in Pensacola Florida as depicted in attached Exhibit A.

### **Article 3**

#### **CITY OF PENSACOLA RESPONSIBILITIES**

- 3.1** City Parking management of the WFHPI Parking Facilities shall commence on November 1, 2020
- 3.2** Equipment. The City of Pensacola shall have authority and responsibility for selecting, changing, financing, installing, maintain, and operating parking control enforcement technologies for the WFHPI Parking Facilities and other equipment as needed in the sole discretion of the City of Pensacola. All expenses for equipment related to the management of the WFHPI Parking Facilities shall be charges against the WFHPI Parking Fund described below.
- 3.3** Planning/Rates/Procedures. The City of Pensacola Shall have authority and responsibility for all parking planning, modification, and implementation, including parking and loading configurations, parking times and schedules , parking rates, time- restricted free parking, security , maintenance , use for special events, special event parking rates, and marketing to encourage use of the WFHPI Parking Facilities. All expenses for planning/rates/procedures related to the management of the WFHPI Parking Facilities shall be charges against the WFHPI Parking Fund described below.
- 3.4** Signage. The City of Pensacola shall have the authority and responsibility to select, site and install parking, directional, parking informational, parking banding, parking promotional, and way-finding signage so long as such signage conforms with all applicable governmental regulations, including municipal ordinances and regulations. All signage expenses related to the management of WFHPI Parking Facilities shall be charges against the WFHPI Parking Fund described below.
- 3.5** Personnel. The City of Pensacola shall have the authority and responsibility to employ personnel and/or third-party contractors to perform management activities under this Agreement. All personal and third-party contractors shall comply with applicable municipal ordinances, state laws and regulations. The City of Pensacola shall employ personnel as it deems appropriate. All expenses such personnel and third-party contractors related to the management of WFHPI Parking Facilities shall be charges against the WFHPI Parking Fund described below.
- 3.6** Parking Enforcement. As permitted under state law, the City of Pensacola shall be authorized to employ third-party contractors to provide personnel that

meet all state statutory requirements for the carrying out of parking enforcement duties in the WFHPI Parking Facilities. All expenses for parking enforcement related to the management of the WFHPI Parking Facilities shall be charges against the WFHPI Parking Fund described below.

- 3.7** ADA Compliance. The parties recognize and agree that certain special events, e.g., festivals, concerts and other public functions must provide accessible parking for disabled individuals. The City of Pensacola shall be responsible for providing accessible parking to the disabled as required by the Americans With Disabilities Act (ADA) and Chapter 11 of the Florida Building Code. All expenses for providing accessible parking to the disabled as required by the Americans With Disabilities Act (ADA) and Chapter 11 of the Florida Building Code related to the management of the WFHPI Parking Facilities shall be, at the sole discretion of the City of Pensacola, charges against the WFHPI Parking Fund described below.
- 3.8** Report. On or before April 1 of each year the City of Pensacola shall prepare and submit a written report to WFHPI for the previous year ending September 30 with the following information:
- 3.8.1** A status report on the state of the WFHPI Parking Facilities.
  - 3.8.2** A statement of significant changes in the WFHPI Parking Facilities since the previous year's report.
  - 3.8.3** A report on the detectable trends in the use of the WFHPI Parking Facilities since the previous year's report.
  - 3.8.4** A statement of projected changes in the WFHPI Parking Facilities for the upcoming year.
  - 3.8.5** A statement of all new expenses incurred by the City of Pensacola for the management of the WFHPI Parking Facilities since the previous year's report.
  - 3.8.6** A statement of revenues and expenses for the City of Pensacola management of the WFHPI Parking Facilities for the previous year; and,
  - 3.8.7** Such other information as the WFHPI may reasonably and timely request in writing to be included in the report.
  - 3.8.8** All expenses for preparing the above report related to the management of the WFHPI Parking Facilities shall be the responsibility of the City.
- 3.9** The City of Pensacola will offer the following services and amenities:

- 3.9.1 Parking rates shall remain consistent for monthly pass holders.
- 3.9.2 Daily parking rates remain comparable to the City of Pensacola daily parking rates.
- 3.9.3 There is no charge for parking on Sunday
- 3.9.4 There will be a mobile application fee of \$0.16 per session, not per transaction on the mobile application.
- 3.9.5 Friendly and highly trained on-street City of Pensacola Staff or contractors.
- 3.9.6 Local customer service.
- 3.9.7 Minimal community impact.
- 3.9.8 No booting or towing of vehicles.
- 3.9.9 Available for the University of West Florida for reserve parking for special events.
- 3.9.10 Fifty hangtags for WFHPI for use by UWF personnel to be provided by The City of Pensacola annually.
- 3.9.11 Daily cleaning, monitoring, repairs, maintenance, signage and safety.
- 3.9.12 The City of Pensacola's share of the net positive revenue as set forth in Section 4.2.3 herein shall be reinvested into the maintenance of the WFHPI Parking Facilities, employing local staff and improving parking within the City.
- 3.9.13

#### **Article 4**

#### **THE WFHPI PARKING FUND**

- 4.1 Creation. The City of Pensacola shall cause to be created a WFHPI Parking Facilities accounts(s) to carry out the purposes of this Agreement ("WFHPI Parking Fund").
- 4.2 Operation. The WFHPI Parking Fund shall be managed by the City of Pensacola as follows:
  - 4.2.1 The WFHPI Parking Fund shall be maintained by the City of Pensacola. All revenues derived by the City of Pensacola from paid monthly permit parking in the WFHPI Parking Facilities shall be promptly deposited to and reported as revenue of the WFHPI Parking

Fund ("Income"). Any and all revenue from special event parking and from parking citations shall belong solely to the City of Pensacola.

**4.2.2** Except as otherwise provided herein, all expenses incurred by the City of Pensacola related to the management of the WFHPI Parking Facilities under this Agreement shall be paid from the WFHPI Parking Fund. It is anticipated that such expenses shall include but not be limited to the following:

**4.2.2.1** Signage - including actual signs, posts, mounting hardware, and labor (including concrete work).

**4.2.2.2** Insurance - incurred monthly on a per space basis.

**4.2.2.3** Monthly Parking Enforcement Labor - a percentage of the City of Pensacola's total monthly parking enforcement labor costs based on the number of enforcement hours devoted exclusively to WFHPI Parking Facilities divided by the total number of enforcement hours devoted to all parking facilities managed by the City of Pensacola.

**4.2.2.4** Equipment - pay stations, pay boxes, all automation equipment (gate arms, electronic loops), lighting equipment and electrical utility expense (including but not limited to light fixtures, bulbs, light posts, mounting hardware, and labor).

**4.2.2.5** Advertising - twelve percent (12%) of the City of Pensacola's total annual Parking Management advertising cost. (See Attachment 'B' - annual budget)

**4.2.2.6** Cleaning - twelve percent (12%) of the City of Pensacola's total Parking annual cleaning cost.

**4.2.2.7** Administrative Overhead - twelve percent (12%) of the City of Pensacola's total Parking Management annual personal services and operating cost associated with administration of parking activities.

**4.2.2.8** Maintenance and Repair of WFHPI Parking Facilities including but not limited to repairs to surfaces and weed eradication.

**4.2.2.9** Resurfacing of the WFHPI Parking Facilities.

**4.2.2.10** Restriping of the WFHPI Parking Facilities.

**4.2.2.11** Beautification - including but not limited to litter removal.

**4.2.2.12** Security - including but not limited to all personnel expenses and security equipment; and

**4.2.2.13** The City of Pensacola will pay WFHPI sixteen hundred dollars (\$1600.00) per month, not to exceed total amount collected, on or before the 15<sup>th</sup> day of each month.

**4.2.3** The City of Pensacola shall determine the net positive revenue from the WFHPI Parking Fund at the end of the City of Pensacola's fiscal year and shall pay half the of the net positive revenue exceeding nineteen thousand two hundred dollars (\$19,200.00) to the WFHPI and shall pay the remainder of the net positive revenue to the City of Pensacola on or before the 15<sup>th</sup> day of the month following the last day of the City of Pensacola's fiscal year. The term net positive revenue means all Income received by the WFHPI Parking Fund minus all expenses related to the management of the WFHPI Parking Facilities as reasonably determined by the City of Pensacola. In the event of a net loss, a reduction of the base amount (\$19,200) shall be adjusted by the amount of the net loss of the parking operation.

**4.2.4** The City of Pensacola shall not make any single capital expenditure in excess of three thousand (\$3,000.00) without the prior written consent of the WFHPI, which shall not be untimely nor unreasonable withheld.

**4.3** Fund Management. The City of Pensacola shall manage the WFHPI Parking Fund and begin depositing Income promptly for Income received on or after the commencement date of this agreement.

**4.3.1** The City of Pensacola will work to collect all Income and shall regularly deposit the Income into the WFHPI Parking Fund.

**4.3.2** The WFHPI Parking Fund and the Income may be pledged by the City of Pensacola to procure financing for capital expenditures or other projects related to the management of the WFHPI Parking Facilities, subject to the written approval of WFHPI, which shall not be untimely nor unreasonably withheld. All expenses related to the procuring of such financing shall be paid from the WFHPI Parking Fund.

**4.4** Rates and Hours of Enforcement.

Day	Time	Rate
Monday - Friday	8:00 a.m. - 5:00 p.m.	\$1.00/hour
Friday	5:00 p.m. - 11:59 p.m.	\$3.50/hour
Saturday	8:00 a.m. - 5:00 p.m.	\$1.00/hour

Saturday	5:00 p.m. - 11:59 p.m.	\$3.50/hour
Sunday	ALL DAY	Free
Monthly Pass		\$32.25/month

## **Article 5 INSURANCE**

**5.1** WFHIP Insurance. The WFHPI shall continue to maintain casualty insurance for the WFHPI Parking Facilities at WFHPI expense and not the expense of the Parking Management Fund, in such amounts and with such carriers as WFHPI may from time to time determine

**5.2** Other Insurance. All the expenses and premiums for the following required insurance coverages under this Agreement shall be purchased by the City of Pensacola and paid from the Parking Management Fund

**5.2.1** Workers Compensation. All workers compensation obligations legally required. Additionally, the insurance policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person/accident; \$100,000 each person/disease and \$500,000 aggregate  
- disease.

**5.2.2** Commercial General and Automobile, Garage Keepers Liability and Umbrella Liability Coverages.

**5.2.2.1** The City of Pensacola a municipal corporation of State of Florida is a qualified self-insured per Florida Statute 768.28; establishing the following liability thresholds of \$200,000 per occurrence and \$300,000 if multiple claims arise out of the same occurrence;

**5.2.2.2** Commercial General Liability Insurance Coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, and independent contractors. The coverage shall be written on an occurrence-type basis. Fire Legal Liability coverage with minimum limits of \$100,000 per occurrence must be endorsed on to this coverage.<sup>9</sup>

**5.2.2.3** Umbrella Liability insurance coverage shall not be more restrictive than the underlying insurance policy coverages and shall be written on an occurrence-type basis; and,



**5.3** Certificates of Insurance. If required either party shall furnish such copies of such party's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies.

**5.4** Insurance of the City of Pensacola Primary. The City of Pensacola required coverage as reflected in Section 5.2 of this Agreement shall be considered primary as it relates to all provisions of this Agreement; and all other insurance shall be considered excess, over and above City of Pensacola's coverage except as provided in Section 5.1 of this Agreement.

**5.5** Loss Control and Safety. The City of Pensacola shall retain control over its employees, agents, servants, contractors and subcontractors, as well as control over its invitees, and its activities on or about the WFHPI Parking Facilities and the manner in which such activities shall be undertaken. Precaution shall be exercised at all times by the City of Pensacola for the protection of all persons, including employees, and property. The City of Pensacola shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should be reasonably taken.

## **Article 6**

### **TERM/TERMINATION/POST-TERMINATION**

**6.1** Term. The term of this Agreement shall be for three (3) years beginning October 1, 2020. Unless earlier terminated as provided herein, the term shall be automatically extended for five (5) additional years beyond the initial term or any additional period of time needed to fully retire any financial obligations incurred during a term by the City of Pensacola unless such obligations are otherwise assumed by WFHPI.

**6.2** Termination.

**6.2.1** WFHPI or City of Pensacola may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party.

**6.2.2** This Agreement may be terminated at any time by mutual agreement of the parties.

**6.2.3** This Agreement may be terminated upon thirty (30) days advance notice to the other, if such noticed party has committed a material breach of the terms of this Agreement provided such noticed party has not within such thirty (30) commenced reasonable measures (within the reasonable discretion of the notifying party) to cure such breach, provided such noticed party thereafter diligently pursues completion of such measures.

**6.2.4** This Agreement may be terminated per Section 7.1 of this Agreement.

**6.3** Post-Termination. Upon the expiration or termination of this Agreement, the WFHPI Parking Facilities, and all Income and expenses incident thereto, and the control and obligations there shall revert to WHFPI contingent upon the following:

**6.3.1** Except in the case of termination per section 6.2.3 of this Agreement based on the City of Pensacola's default, WFHPI shall reimburse to the City of Pensacola any and all documented expenditures incurred by City of Pensacola hereunder which have not been previously offset with revenues collected in the WFHPI Parking Fund, together with interest thereon, from the dates incurred until the dates paid, at the prime rate of interest quoted by Regions Bank as of the date of notice of the termination.

**6.3.2** Except in the case of termination per section 6.2.3 of this Agreement based on the City of Pensacola's default, WFHPI shall assume, pay, and discharge in full all obligations of the City of Pensacola under then existing contracts, leases, financing facilities, employment agreements, service agreements, maintenance agreements, professional service agreements, employee benefits arrangements, and any and all other obligations or commitments made, entered into, or agreed to or binding upon the City of Pensacola, or for which the City of Pensacola has become liable in connection with its management of the WFHPI Parking Facilities under this Agreement.

## **Article 7**

### **GENERAL PROVISIONS**

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

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

**7.3** All Prior Agreements Superseded:

**7.3.1** This document incorporates and includes all prior negotiations,



correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

**7.3.2** It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**7.4** Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

**7.5** Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

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

**7.7** Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

unenforceable portion of provision.

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

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

**7.11** Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal

Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

**TO THE WFHPI**

Executive Director  
120 E. Church  
Street Pensacola,  
FL 32502

**TO THE CITY OF PENSACOLA**

City Administrator  
222 West Main Street  
Pensacola, FL 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.

**7.12** Liability: The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The WFHPI and City of Pensacola, as public agencies of the State of Florida as defined in §768.28, Florida Statutes, agree to be fully responsible for their individual negligent acts or omissions, within and up to the limits of such liability provided by F.S. 768.28 or tortious acts which result in claims or suits against the other party and agree to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity, and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

**7.13** No Third-Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement and only the parties hereto may enforce its terms.

**7.14** City Parking Management Staff will be responsible for filing the executed agreement with the Clerk of the Court.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed

and sealed the day and year first above written.

**WEST FLORIDA HISTORIC  
PRESERVATION, INC.**



By Robert Overton  
Its Executive Director

Date 10-28-20

**CITY OF PENSACOLA, FLORIDA**

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

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

Date \_\_\_\_\_

Approved as to Substance:

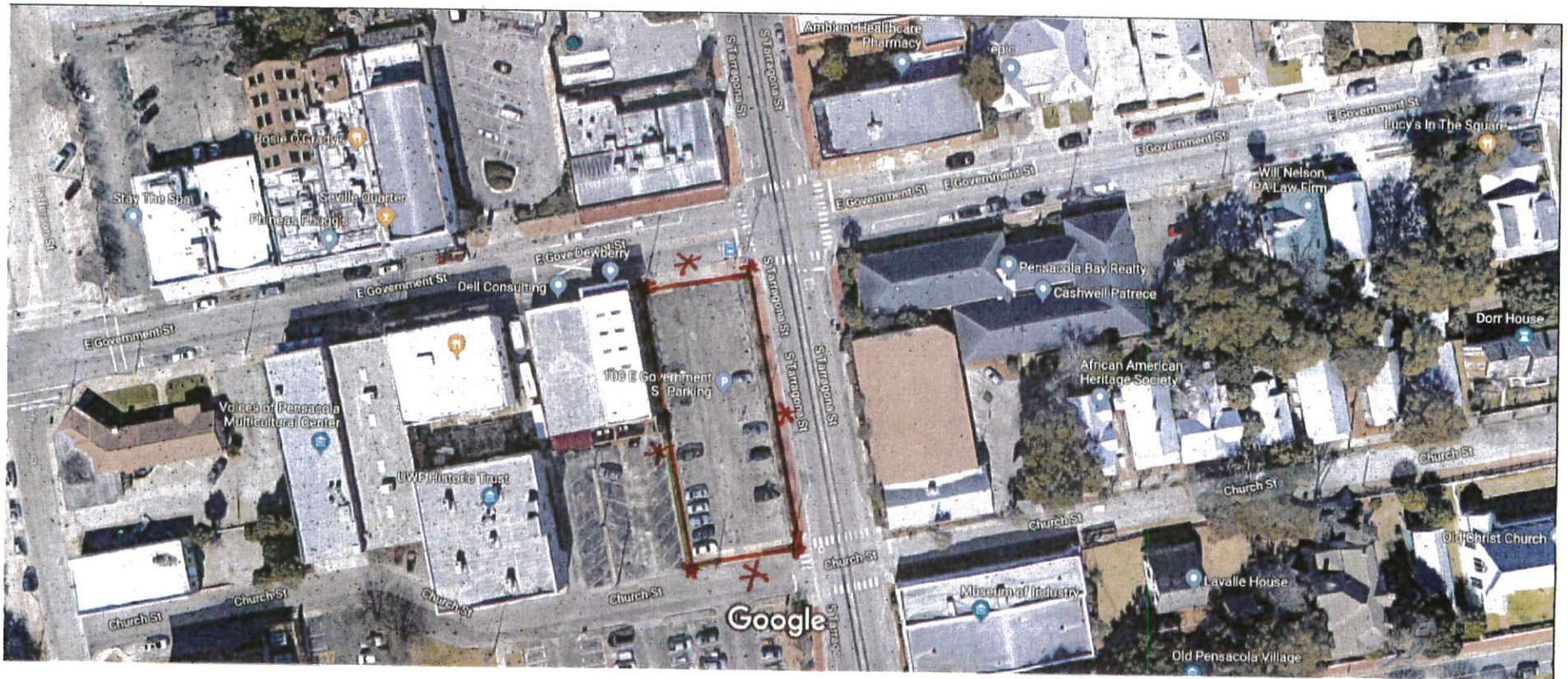
\_\_\_\_\_  
Department Director

Legal in form and execution:

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



Google Maps



Imagery ©2019 Google, Map data ©2019 Google 50 ft



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 20-00560

City Council

12/10/2020

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

CHANGE ORDER BID #19-019 - 12<sup>TH</sup> AVENUE AND CROSS STREET HMGP STORMWATER IMPROVEMENT PROJECT

**RECOMMENDATION:**

That City Council approve Change Order #2 increasing the contract by an additional \$47,095.58 for the 12<sup>th</sup> Avenue and Cross Street HMGP Stormwater Improvement Project.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On December 12, 2019, City Council awarded the original contract for the 12<sup>th</sup> Avenue and Cross Street HMGP Stormwater Improvement Project to Site and Utility, LLC in the amount of \$657,904.00 plus a 10% contingency in the amount of \$65,790.40 for a total amount of \$723,694.40. At the request of the area residents and business owners, additional landscaping and ornamental fencing was added to the project after the construction contract was awarded. On October 20, 2020, Change Order #1 was issued for the installation of ornamental fencing and landscaping, resulting in an additional \$65,790.38 to the contract essentially utilizing the entire approved 10% contingency. Subsequently, Change Order #2 was issued on November 19, 2020 to provide additional earthwork, due to unforeseen soil conditions, which required an additional \$47,095.58 to be added to the revised contract. As the 10% contingency had already been exhausted, approval by City Council for the additional \$47,095.58 is required.

**PRIOR ACTION:**

December 12, 2019 - Award of Bid #19-019 12<sup>th</sup> Avenue and Cross Street HMGP Stormwater Improvement Project.

March 28, 2019 - Hazard Mitigation Grant Program (HMGP) Grant - Acquisition of Properties located at 1104, 1106, 1108 and 1112 East Fisher Street.

**FUNDING:**

Budget: \$ 1,454,668.00      HMGP Grant Award - Natural Disaster Fund

	50,000.00	12 <sup>th</sup> and Cross Stormwater Capital Fund
	<u>47,096.00</u>	Stormwater Capital Projects Fund (Stormwater Vaults City-Wide)
	<u>\$ 1,551,764.00</u>	Total
Actual:	\$ 657,904.00	Construction Contract
	0.02	Remaining 10% Contingency
	65,790.38	Change Order #1
	47,095.58	Change Order #2
	656,534.01	Acquisition of Properties
	<u>124,439.59</u>	Engineering Design/Management/Misc.
	<u>\$ 1,551,763.58</u>	Total

**FINANCIAL IMPACT:**

Funding for this HMGP Grant Project has been appropriated in the Natural Disaster Fund and in the Stormwater Capital Projects Fund for the 12<sup>th</sup> and Cross Stormwater Improvement Project. Upon City Council's approval of Change Order #2, \$47,096 will be transferred from Stormwater Vaults City Wide within the Stormwater Capital Projects Fund to the 12<sup>th</sup> Avenue and Cross Street Stormwater Improvement Project in order to complete this project. To date, \$1,505,181.31 has been expended for completed items related to Engineering Design, Acquisition of Properties located at East Fisher Street and Construction of the Stormwater Pond.

**CITY ATTORNEY REVIEW:** Yes

11/24/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator

L. Derrik Owens, Director of Public Works and Facilities/City Engineer

**ATTACHMENTS:**

- 1) Bid #19-019 - 12<sup>th</sup> and Cross Change Order #2 Summary

**PRESENTATION:** No

Contingency: 10%

Within Contingency: No

DATE: November 19,, 2020

CHANGE ORDER NO.:2 to Contract for Invitation to Bid #19-019 Between City of Pensacola and Site and Utility, LLC dated January 15, 2020.

PROJECT: 19-019 12<sup>th</sup> Avenue and Cross Street HMGP Stormwater Treatment Enhancement Project

OWNER: City of Pensacola

CONTRACTOR: Site and Utility, LLC

TO THE CONTRACTOR: You are hereby instructed, subject to the provisions of the above named contract, to make the following changes/addition therein:

<u>Description</u>	<u>Amount</u>	<u># Days Extension</u>
Additional Work	\$47,095.58	0
Delay Day Penalty	\$0.00	
Total	\$47,095.58	

See Exhibit "A" attached hereto and incorporated herein by this reference

Original Contract Time: 120 Calendar Days

Net Increase/Decrease to this Change Order: 0 Calendar Days

Contract Time with all Approved Change Orders: 120 Calendar Days

Amount of Contract	\$	657,904.00
Additons to Date	\$	65,790.38
TOTAL	\$	723,694.38
Deductions to Date	\$	-
TOTAL	\$	723,694.38
Add This Order	\$	47,095.58
Deduct This Order	\$	-
Net Contract to Date	\$	770,789.96

Contractor: Site and Utility, LLC

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

Printed Member Name

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

Printed Member Name

(Seal)

City of Pensacola:

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

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

Approved as to Substance:

By: \_\_\_\_\_  
L. Derrik Owens, P.E., D.WRE Director of  
Public Works and Facilities/City Engineer

Legal in Form and Valid as Drawn:

By: \_\_\_\_\_  
Susan Woolf, City Attorney



	Contract Amount:	\$657,904.00
Contingency: 10.00%	+ Contingency:	65,790.40
	Total:	\$723,694.40

**DIFFERENCE** \$ 39,345.58  
5.98%





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 20-00771

City Council

12/10/2020

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PENSACOLA PROFESSIONAL FIREFIGHTERS INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 707 COLLECTIVE BARGAINING AGREEMENT

**RECOMMENDATION:**

That City Council ratify the proposed Pensacola Professional Firefighters International Association of Firefighters (IAFF) Local 707 Collective Bargaining Agreement. Further, that City Council authorize the Mayor to take all actions necessary to execute the agreement. Finally, that the City Council adopt a supplemental budget resolution appropriating the costs associated with the first year of the agreement.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Contract negotiations between the City and the International Association of Firefighters, Local 707, bargaining unit began on June 4, 2020. They were concluded on September 29, 2020, with a tentative agreement regarding their Collective Bargaining Agreement for the period beginning October 1, 2020 and ending October 1, 2023. The results of these negotiations are contained in the attached proposed Collective Bargaining Agreement. The union membership voted and approved the agreement on November 13, 2020 with an affirmative vote of 76 to zero. The final step in the adoption of the agreement is the ratification by City Council. The general terms of the agreement are as follows:

1. Pension changes to allow all firefighters who participate in the City of Pensacola's pension plan to have up to 300 overtime hours be counted as pensionable; allow the spouse of a deceased firefighter to remarry without forfeiting pension benefits and restore the spousal benefit for all firefighters thereby closing the Firefighters' Social Security Replacement Plan established in 2015.
2. Establishes a \$1,500 annual incentive for all firefighters to attain and maintain a certification as a Florida Emergency Medical Technician to be able to provide additional Basic Life Support (BLS) capabilities for the citizens of Pensacola.
3. Establishes a merit pay component and policy whereby firefighters are eligible to receive up to

a two percent (2%) wage increase (in addition to the across the board increases set forth in paragraph 4 below) to their base salary for each year of the collective bargaining agreement dependent upon their annual performance evaluation score.

4. All active IAFF members will receive an across the board increase to annual base pay of 3% effective October 1, 2020, 3% effective October 1, 2021, and 10% effective October 1, 2022.
5. The remaining provisions and articles not addressed in the terms as outlined above shall remain unchanged from the current Agreement (2018-2020) to the new Agreement (October 1, 2020, through October 1, 2023). The agreement is to be executed with no reopeners during the term of the contract.

**The wage increase provision shall not extend beyond 2023 nor become the status quo of this Agreement.**

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$ 109,900

Actual: \$ 398,800

**FINANCIAL IMPACT:**

The estimated net cost over the next three years of the contract is approximately \$2.2 million. The Fiscal Year 2021 Adopted Budget includes \$109,900 for the up to 2% performance based pay for the first year of the agreement. An additional \$288,900 for Fiscal Year 2021 will be appropriated on a separate supplemental budget resolution. The increases for years two and three of the contract will be incorporated in the respective proposed budgets.

**CITY ATTORNEY REVIEW:** Yes

11/20/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator  
Ted Kirchharr, Human Resources Director  
Amy Lovoy, Finance Director

**ATTACHMENTS:**

- 1) IAFF Local 707 Collective Bargaining Agreement Effective October 1, 2020 to October 1, 2023
- 2) Supplemental Budget Resolution

3) Supplemental Budget Explanation

**PRESENTATION:** No

THE  
COLLECTIVE BARGAINING  
AGREEMENT BETWEEN  
THE CITY OF  
PENSACOLA AND  
PENSACOLA PROFESSIONAL  
FIREFIGHTERS INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
LOCAL 707

FISCAL YEARS 2021-2023

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PREAMBLE

This Agreement is made and entered into by and between the City of Pensacola, Florida, which is hereinafter referred to as the "Employer," and the Pensacola Professional Firefighters, International Association of Firefighters, AFL-CIO, Local No. 707, hereinafter referred to as the "Union."



## ARTICLE (1)

### DEFINITIONS

- 1) "Day" shall mean a calendar day unless otherwise specified in this Agreement.
- 2) References to the male gender are intended to conform to traditional usage, and should be understood to include both males and females.
- 3) All references to Legislative Approval, approval by Legislature or such similar phrases included in this document shall mean the actual date the legislation becomes law.

## ARTICLE (2)

### PURPOSE AND INTENT

SECTION 1. The purpose of this Agreement is to secure industrial peace and efficiency, enabling the Employer and its employees to provide continuing satisfactory services to the citizens of the City, to secure a healthy operation through efficient service and public satisfaction, to establish an orderly and peaceful procedure for the resolution of grievances, and to set forth a basic understanding relative to rates of pay, hours of work and conditions of employment, designed to achieve those goals at a reasonable cost.

SECTION 2. The employees and management recognize that they are mutually dependent upon one another. Both are committed to public service and the success of that service. This success requires that both management and employees work together. The Employer, the Union and all employees are convinced that there is no reason why differences that may arise may not be peacefully and satisfactorily adjusted by sincere and patient efforts on the part of all.

SECTION 3. The Union agrees that it will support the Employer in its efforts to (a) eliminate waste and damage; (b) conserve equipment and supplies; (c) improve standards of efficiency; (d) prevent accidents; and (e) strengthen good will between the Employer, its employees and the public. This section is intended to express the purpose of this Agreement, and nothing in this section shall be considered to confer liability for monetary damages on the Union in any action in which the Union would not otherwise be liable.

### ARTICLE (3)

#### RECOGNITION

SECTION 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment.

SECTION 2. The Union is recognized as the sole and exclusive bargaining representative of: all Fire Department employees in the rank of Fire Captain, Fire Lieutenant, and Professional Firefighter; excluding the Fire Chief, Deputy Fire Chief, Battalion Chief Administrative Officer, and all other employees of the City. All other types of employees and classifications of employees not in existence at the time of the certification by the Pensacola Public Employees Relations Commission dated July 13, 1988 are excluded from the coverage of this Agreement; provided that the Union shall not be deprived of the right to bargain with respect to wages, hours, terms and conditions of employment for new job classifications which may hereafter be created, should either party obtain an order from the Public Employees Relations Commission certifying the Union as bargaining agent for such classifications.

## ARTICLE (4)

### NO STRIKE CLAUSE

SECTION 1. No employee, Union officer, agent, or employee shall instigate, promote, sponsor, or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the Employer.

SECTION 2. In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of Employer, the Union shall take direct and immediate action to bring about a cessation of such activities.

SECTION 3. In addition to the penalties provided by law, those employees found to be in violation of the provisions of Section 1 may be held liable for any damages which are suffered by the City as a result of the violation of the provisions of this Article.

## ARTICLE (5)

### DUES CHECK-OFF

SECTION 1. Dues deduction is currently accomplished thru electronic fund transfers from bargaining unit member credit union share accounts to the Union monthly. The City is currently not directly involved in the deduction of Union dues. Should the existing fund transfer method of monthly dues deduction for some reason become unworkable, the City will work cooperatively with the Union to establish a system for payroll deduction of dues to be submitted monthly to the Union.

## ARTICLE (6)

SEVERABILITY

In the event that any Article or provision of this Agreement is found to be invalid or unenforceable, by reason of any legislation or judicial authority over which the parties have no amendatory power, all other provisions of this Agreement shall remain in full force and effect for the term of this Agreement. Moreover, should any change in wages, hours, or working conditions be required as a result of any subsequently enacted legislation, judicial order, conciliation agreement, or other legal requirements, the City shall give the Union notice of the action it intends to take to comply with such requirement, and shall negotiate with the Union, if requested, regarding the proposed action.

## ARTICLE (7)

### PROBATION & SENIORITY

SECTION 1. An appointment, employment or promotion shall not be deemed complete until a period of probation of twelve (12) months has elapsed from the date of employment or promotion; however, in no case shall the probationary period end earlier than twelve (12) months after the employee has received necessary required state certification.

SECTION 2. Employees serving a probationary period following their initial hiring shall not have recourse to the Grievance Procedures contained herein.

SECTION 3. Seniority shall first be determined by the period of service in a class or position within a chain of command (rank) within the fire department, and then by the period of service within the fire department based on hire date. In cases of equal seniority, seniority shall be determined through random selection via a draw through the Human Resources Department.

ARTICLE (8)

NO SMOKING

SECTION 1. The Surgeon General of the United States has determined that smoking tobacco contributes to the development of a number of heart and lung diseases.

SECTION 2. As of March 1, 1989, the City will hire as firefighters only those individuals who do not smoke, and such individuals will continue to not smoke for the duration of their employment. As of January 1, 1992, the City will hire as firefighters only those individuals who do not use tobacco products, and such individuals will continue to not use tobacco products for the duration of their employment.

SECTION 3. All bargaining unit employees who were hired before March 1, 1989, will not be affected by the no smoking condition of employment which will apply to the new hires, but current employees will smoke only in designated smoking areas while on duty. After meeting and conferring with the Union, the City retains the right to designate smoking areas in each fire station.

SECTION 4. The City agrees to make reasonably available courses to stop smoking for those employees wishing to quit smoking.



ARTICLE (9)

RESIDENCY

All employees covered by this Agreement shall live within Escambia or Santa Rosa County, Florida or 45 minute response time. Exceptions to this article may be granted by the City Administrator.

## WAGES, HOURS OF WORK AND OVERTIME PAY

### SECTION 1. Purpose of Article.

The purpose of this Article is to provide a basis for the computation of straight time and overtime wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the City to any employee of a minimum or maximum number of hours of work per day, per week, per work period, or per year, for any employee covered by this Agreement. The City's pay records, practices, and procedures shall govern the payment of all wages.

### SECTION 2. Straight Time Wage Rates.

All employees covered by this Agreement shall be paid as reflected below:

Professional Firefighter Minimum	\$32,501.30
Lieutenant Minimum:	\$43,001.40
Fire Captain Minimum:	\$53,000.22

\*These amounts include the mandatory overtime adjustments.

Provisions that are set forth in the General Employees Pay Plan, shall apply also to the employees covered by this collective bargaining contract.

### SECTION 3. Salary Adjustments.

From the effective date of this contract to September 30, 2023, bargaining unit members shall receive the following salary adjustments to also include merit pay for year 2022-2023 to be paid first paycheck of October 2023:

#### FY 2020

October 1, 2020 each bargaining unit member shall receive a 3% increase to their base wage. This wage increase will not become effective until this Agreement is fully ratified by both parties and will be retroactive to October 1, 2020.

#### FY 2021

October 1, 2021 each bargaining unit member shall receive a 3% increase to their base wage at that time. In addition to this 3% wage increase, all bargaining unit employees are eligible to receive up to a two percent (2%) merit pay increase dependent upon their 2020-2021 performance appraisal as conducted in accordance with the Merit Pay in Section 12.

#### FY 2022

October 1, 2022 each bargaining unit member shall receive a 10% increase to their base wage at that time. In addition to this 10% wage increase, all bargaining unit employees are eligible to receive up to a two percent (2%) merit pay increase dependent upon their 2021-2022 performance appraisal as conducted in accordance with Paragraph I of this Agreement.

#### First paycheck of October 2023

On first paycheck of October 2023, all bargaining unit employees are eligible to receive their pay adjustments, up to a two percent (2%) merit pay increase, dependent upon their 2022-2023 performance appraisal as conducted in accordance with the Merit Pay in Section 12.

The City Administrator may, upon recommendation by the Fire Chief, withhold an employee's salary adjustment, if there is documented evidence that the employee is performing consistently at a level below standard during the previous year.

#### SECTION 4. Fire Inspectors.

The workweek for fire inspectors shall consist of seven (7) calendar days beginning at 12:00 midnight on Sunday and ending 12:00 midnight the following Sunday. Fire inspectors will be scheduled to work a 40 hour week. Daily shift times will be set by the City no earlier than 7:45 am and no later than 5:00 pm including a one hour meal period which shall not count as time worked (unless and then only to the extent of time spent in authorized calls to emergency duty). All time worked in excess of 40 hours per workweek will be compensated at a minimum of one and one-half times the straight time rate in effect as set forth in the City's salary schedule.

#### SECTION 5. Fire Suppression Employees.

Other than fire inspectors, all other employees covered by this Agreement will continue to be paid pursuant to the partial overtime pay exemption provided by 29 U.S.C. Section 207(k). The "work period" will continue to be a minimum of twenty-one (21) calendar days beginning immediately after 8:00 a.m. on Sunday and ending at 8:00 a.m. the third following Sunday. Fire suppression employees will be scheduled to work 24 hours on duty and 48 hours off duty, for a total of 168 hours of scheduled duty time during each 21 day work period. All fire suppression employees who work more than one hundred fifty-nine (159) hours during a 21 day work period will be compensated for such additional hours at a minimum of one and one-half times the straight time rate in effect as set forth in the City's wage schedule.

#### SECTION 6. Watch Captains

The parties agree that there shall be one watch captain on each watch.

#### SECTION 7. Overtime.

The Fire Department may offer the opportunity to work unscheduled overtime through the use of three alphabetized lists, one per watch, without regard to rank. This established list is for fire suppression activities only.

#### SECTION 8. Time Worked.

For the purpose of calculating overtime pay, scheduled sick leave should be considered as "time worked" in the appropriate work period. Leave taken as annual leave will not be considered as "time worked" for purposes of overtime calculation.

#### SECTION 9. Working Out of Class Pay.

Bargaining unit members working temporarily in a higher class for more than five (5) consecutive watches will be paid out-of-class differential pay incentive of 10% premium on their base wage beginning with their 6<sup>th</sup> consecutive watch. To qualify, an employee must be assuming the full and complete duties and responsibilities of the higher class. Said differential pay shall be applicable only when the vacancy has resulted from an illness that qualifies under FMLA, on-the-job injury or a job vacancy that is a position duly created and still existent but not occupied by an employee. Such differential pay shall begin only after the employee has performed the complete duties for five consecutive (5) watches and shall be paid only for time actually worked. Out-of-class differential pay shall apply only to the days worked after the five (5) consecutive watches have been completed. Out-of-class differential shall be paid with the employee's regular compensation and is pensionable. Complete records of such out-of-class differential work shall be submitted to the Department of Human Resources within two (2) weeks of having performed such work, on forms furnished by that department. Employees approved for acting out of class assignments must requalify every time a new event occurs.

#### SECTION 10. Pay Adjustment upon Promotion

Upon successful promotion from the rank of Firefighter to the rank of Lieutenant or from the rank of Lieutenant to the rank of Captain, employees shall have their base pay increased 10% or shall be moved to the new minimum of the pay scale for their new rank, whichever is greater.

#### SECTION 11. Special Duty Overtime

The special projects will be listed or advertised on an electronic bulletin board, which shall contain two (2) lists. The first list will provide the project description and the necessary qualifications. The second will be an alphabetical list of volunteers including their qualifications.

If an individual is skipped for lack of qualifications, he/she will remain at the top of the list. If assigned to Special Project overtime, the employee may not sign up for overtime, as described in Article X Section 7, on the dates listed for a special project.

Examples:

#### Project List & Qualifications

##### EMT Instructor

Class: OB/GYN

Qualification: EMT

Quantity: 2 instructors

Begin Date: 1/12/01 End

Date: 1/15/01

Personnel Selected: Allen, Longworth

##### Volunteer Overtime List

Employee Name	Qualifications
Allen	EMT, Paramedic
Bridwell	1 <sup>st</sup> Responder, FS Instructor
Fennel	Tree Surgeon
Longworth	EMT, Paramedic

#### SECTION 12. Merit Pay

For the 2020-2023 Term of this Collective Bargaining Agreement, final performance evaluations will be conducted annually, as determined by the Fire Departments' evaluation cycle feedback milestones. Specific due dates, Performance Evaluation form(s), and instructions will be disseminated by the Fire Chief. The Fire Chief has the final authority to approve final performance ratings and the decision is not grievable.

The Summary score is based on the rating points in each section and is included as the final summary score section of the performance management evaluation rating process that will be electronically submitted to Human Resources for processing at the end of each Fiscal Year. To be eligible for a merit pay increase, new employees must have successfully completed their one (1) year probation period.

The final summary score will be used to determine qualification for a merit pay increase and the level of any merit pay allocation (see chart below):

Summary Rating	Point Range	Merit Increase Recommended
Exceeds Expectations <b>(E)</b>	3.50-5.00	2% Merit Increase
Meets Expectations <b>(M)</b>	2.50-3.49	1% Merit Increase
Does Not Meet <b>(DNM)*</b>	0.00-2.49	0% Merit Increase

\*NOTE: An employee who DNM, but has successfully completed a Performance Improvement Plan(PIP) after the ninety (90) day evaluation period that results in a revised score of two and one half (2.5) or higher, may earn a merit increase of up to 1% retroactive to the date the employee would have normally received the merit pay adjustment. Anyone subject to formal disciplinary action (i.e. Reprimand, Suspension w/o pay, or Demotion) during the rating period will not be eligible for a merit increase greater than 1%. The Fire Chief has the discretion to determine whether to recommend merit pay adjustments, to include instances of a PIP or Formal Discipline, to Human Resources.

- *The effective date for merit pay increases will be beginning on October 1, 2021, and on each following October 1<sup>st</sup> through to October 1, 2023 respectively. See attachments in appendix related to the Performance Plan. Any changes made to the provisions of the Performance Plan will be conferred with IAFF.*

## ARTICLE (11)

### GRIEVANCE PROCEDURE

SECTION 1. A grievance is defined as an allegation made during the term of this Agreement that the Employer has violated a specific provision of this Agreement. Employees who are not members of the Union may utilize the Grievance Procedure established by this Article, but the Union is in no way responsible for non-members' utilization of this article.

SECTION 2. Under no circumstance shall there be a suspension or slowdown of work, or refusal to follow any instruction, on account of any grievance. Grievances shall be resolved at the lowest supervisory level possible, but only within the customary authority of such succeeding level of supervision. No grievance shall be considered unless it is processed in complete accordance with the following steps:

STEP 1. There shall be a discussion between the employee and the Battalion Chief involved.

STEP 2. If the grievance is not resolved in Step 1, the Union may, within ten (10) calendar days of the alleged violation, reduce the grievance to writing on a grievance form and present it to the Fire Chief. The grievance form shall specify the particular Article, Section and provision of this Agreement alleged to have been violated, shall contain a complete and detailed statement of the facts upon which the grievance is based, including date of occurrence, shall specify the proposed remedy, shall be signed and dated by the employee or (if applicable) by his Union representative. Grievances submitted which do not contain the above information shall be considered null and void. Upon receipt of the grievance, the Chief or his designee shall record the time and date of receipt, shall consider the written grievance, shall investigate the same to the extent he chooses, and shall resolve or deny the grievance within ten (10) calendar days.

STEP 3. If the Union is dissatisfied with the decision rendered in Step 2, and the Union desires to further pursue the grievance, it shall present a letter of appeal to the City Administrator or his designee within ten (10) calendar days following the decision of the Fire Chief or his designee on the grievance in Step 2. The City Administrator or his designee shall consider the written grievance, investigate the same to the extent he chooses, and resolve or deny the grievance within fifteen (15) calendar days.

STEP 4. Within ten (10) calendar days following the decision by the City Administrator or his designee, if the Union chooses to proceed further on the grievance, it shall present to the City Administrator or his designee a written request for a Step 4 meeting concerning the grievance, to which shall be attached copies of the written grievance submitted in Step 2 and Step 3 letter of appeal. A meeting shall be held at the convenience of the parties between the grievant, the grievant's Union representative (if applicable), and the City Administrator or his designee and their representative, and the City Administrator or his designee shall resolve or deny the grievance within fifteen (15) calendar days.

SECTION 3. Submission to Arbitration. In the event any grievance which has been timely brought during the term of this Agreement under Section 4 of this Article cannot be satisfactorily adjusted in accordance with Section 2 of this Article, either the Union or the Employer may demand arbitration by filing a request with the Federal Mediation and Conciliation Service of the United States, with a copy to the other side by certified mail, return receipt requested, to submit the names of seven (7) approved arbitrators available to hear and decide the question involved. The party wishing to submit a grievance to arbitration must do so within twenty (20) calendar days of receipt by the Union of the decision in Step 4, or the right to pursue arbitration shall have been waived. The Union shall retain the exclusive authority to decide which, if any, union member grievances shall be forwarded to arbitration.

SECTION 4. The parties hereto acknowledge the importance of both the time limitations and the requirements for written grievances and appeals expressed in Sections 2 and 3 of this Article, and no grievance shall be considered or deemed to exist that is not reduced in writing in the manner specified, timely filed and pursued at each step of the grievance procedure, and timely submitted to arbitration. A timely filed grievance not answered by management within the time limit prescribed shall be treated as a denial of the grievance and the grievance may be pursued to the next step of the grievance procedure. Time limits may not be extended except by a written mutual agreement signed by representatives of both parties. The Employer's willingness to go through the grievance procedure and to submit the issue on the merits to an arbitrator shall not be interpreted as a waiver of any issue as to arbitrability.

SECTION 5. Absent permission from the Employer, grievances must be processed outside of the scheduled working hours of any employee involved in the grievance.



## ARTICLE (12)

### ARBITRATION

SECTION 1. Upon receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, the parties shall flip a coin to determine who has the first strike. The party losing the coin flip shall strike a name from the list first; the other party shall strike second, and then each party shall in turn strike one name until only one name remains. This person shall be selected as an impartial Arbitrator.

SECTION 2. Each party shall have the right to reject one complete panel of arbitrators and request the Federal Mediation and Conciliation Service to submit a second list, from which names shall be stricken in accordance with Section 1. Nothing in this article shall prevent the parties from agreeing upon a mutually acceptable arbitrator other than one on a panel supplied by FMCS.

SECTION 3. The grievance submitted to the arbitrator shall be based exclusively on the written grievance as submitted in Section 2, Step 2, of the Grievance Procedure. If on-duty personnel are subpoenaed to the arbitration hearing, they will be released from duty only for the time required to testify. No more than two employees will be released from duty at a time, unless the Employer authorizes the release of more than two; such authorization shall not be unreasonably withheld.

SECTION 4. Any decision or award of the arbitrator shall be strictly limited to the interpretation of specific terms of this Agreement, and to a determination of (a) whether the grievance is arbitrable, and (b) whether the Employer violated a specific provision of this Agreement as alleged in the written grievance. The arbitrator shall not explicitly or implicitly change, amend, add to, subtract from, or otherwise alter or supplement any of its terms and conditions, nor depart from its terms in rendering a decision. The arbitrator shall confine himself exclusively to the question which is presented to him. The arbitrator's decision shall be final and binding upon both parties.

SECTION 5. The Employer may not be compelled to arbitrate any grievance not alleged to have occurred during the term of this Agreement.

SECTION 6. Each side shall bear the cost of its own witnesses and representatives. The cost of room accommodations shall be divided equally between the parties. The fees of the arbitrator shall be divided equally between the parties. The costs associated with the appearance of the court reporter and a copy of the transcript for the arbitrator shall be divided equally between the parties. Any party requesting a transcript copy for their use will bear its cost, unless otherwise agreed.

SECTION 7. The arbitrator shall have no authority to assess any compensatory or punitive damages, nor to impose as a remedy any back pay to any employees or individuals who are not grievants. No award of back pay to any grievant shall date back to a time prior to the date the grievance arose. All awards of back pay under this Agreement shall be offset by unemployment compensation benefits, workers' compensation benefits (except medical), earned by the grievant, during any period of unemployment for which back pay is awarded.

## ARTICLE (13)

### MANAGEMENT RIGHTS

SECTION 1. It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.

Additionally the City shall enjoy and retain any additional or expanded right granted to public employers through any decision issued by the Public Employee Relations Commission.

The City has the sole authority to determine the purpose and mission of the City, to prepare and submit budgets to be adopted by the City Council.

The City shall enforce and comply with the provisions of this Agreement so as not to violate the City Charter.

SECTION 2. Nothing contained herein shall be construed to constitute a waiver by the Union of its right to negotiate over the impact of managerial decisions on all terms and conditions of employment.

## ARTICLE (14)

### WORK RULES

SECTION 1. It is understood and agreed that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to those listed within job descriptions.

SECTION 2. Except where expressly modified by any provision of this Agreement, the Rules, Regulations and Procedures of the Pensacola Fire Department shall govern the relationship between the Employer and the employees covered by this Agreement. Any of the Fire Department Rules, Regulations and Procedures in conflict with this Agreement shall be of no force and effect.

SECTION 3. Any new rules or regulations made after the effective date of this Agreement which conflict with this Agreement may be made the subject of an appropriate grievance and may be taken to arbitration by the Union as provided in the grievance and arbitration provisions of this Agreement.

## ARTICLE (15)

### PROMOTIONAL PROCESS & PROMOTIONAL REQUIREMENT EXAMINATION COMMITTEE

When a vacant position is to be filled by promotion within the Fire Department, these procedures apply:

SECTION 1. Study Materials and information for promotional testing will be posted a minimum of 90 days prior to a job announcement posting.

SECTION 2. Job announcements will be posted a minimum of 30 days prior to conducting a promotional examination.

SECTION 3. Examinations may include a written test, an interview, a performance test, an evaluation of training and experience, supervisory efficiency rating, assessment centers, or any combination thereof. Examination components will total 100%.

SECTION 4. If it is determined that a vacancy shall be filled from a promotional eligible register, a list shall be certified which contains the names of five (5) persons and ties (which can be created by adding points but not take points away from an applicant) having the highest promotional grades as hereinafter provided, and the vacant position shall be filled by the appointing authority by selection from said promotional eligible list. The list may contain less than five (5) names if five (5) persons do not meet the minimum qualifications for the position, or attain the required promotional grade; however, anytime a promotional eligible list cannot be certified with the required minimum number of candidates, the appointing authority may request a new examination.

SECTION 5. The following procedures will be followed to establish a current eligible register:

- a) The Fire Department shall prepare and administer examinations which shall be practical and objectively measure the relative capabilities of the applicant to perform the duties of the position. All persons within the department who meet the minimum qualifications established by the Promotional Qualification Committee (as defined below) for the position shall be eligible to take the promotional examination. Announcement of each examination shall be publicized for a minimum of thirty (30) calendar days prior to the application deadline specified in the announcement. Applications for each examination must be filed with the Human Resource Department prior to the designated deadline and all necessary records, licenses, certificates, transcripts and other documents of proofs must be submitted prior to the examination.
- b) The examination process shall include a written test and a performance test. The examination factor, assigned weights and scoring methods shall be included in the examination announcements. The total value of all questions on any wholly written examination shall be one hundred percent (100%). The total percentage value on any combination of examinations shall be one hundred percent (100%).

- c) No person shall be promoted who has a promotional grade of less than seventy percent (70%), or a promotional examination score of less than seventy percent (70%). If a promotional examination score of seventy percent (70%) is attained, the total percent made upon such examination shall be added to the total number of points allowed for seniority defined as follows. Seniority Points: Points added to a passing score on a promotional examination to arrive at the total examination grade. For Lieutenants seeking promotion to the rank of Captain, these points shall be computed on the basis of one (1) percentage point for each full year of service as a Lieutenant. For Firefighters seeking promotion to the rank of Lieutenant, these points shall be computed on the basis of one (1) percentage point for each full year of service within the Fire Department, to a maximum of ten (10) points.
- d) Each such register shall stand for a period of two (2) years from the date the original promotional eligible list is certified. This 2 year period may not be extended. Additional promotional examinations may be given to supplement a current register which contains less than five (5) qualified persons, and the names of the successful examinees shall be in order behind the existing names on the register. If there is a significant change in special and minimum requirement and qualifications for a position, the Human Resources Director may cancel and terminate an existing eligible register and establish a new register of eligibles. The establishment of a new register shall require a new application and examination of each applicant.

#### SECTION 6. Definitions

Eligible List – A list of names taken from the eligible register, of the top (5) five candidates and ties. Names are listed in rank order according to their final overall score on the promotional testing.

Eligible Register: A register of names of all eligible applicants who have obtained a passing score on the overall examination process, listed in rank order according to their final overall score.

SECTION 7. A committee shall be formed to develop promotional qualification requirements for Fire Lieutenant and Fire Captain. This six-member committee shall consist of one Fire Captain and one Lieutenant, one selected by the Union, and one Fire Captain and one Lieutenant, one selected by the Fire Chief or designee; one representative of the Fire Chief's Management Team; and one representative from Human Resources. The Committee's purpose is to develop and present promotional qualifications for approval by the Fire Chief.

SECTION 8. When changing promotional requirements the City must give a minimum of 2 years prior notice to said change or changes.

#### SECTION 9. Review of testing material

Following the testing, all test participants shall be provided the opportunity to review their test, the scoring and all answers and worksheet materials utilized during the testing to determine areas in which they might need improvement. It is understood that the participant shall not be permitted to copy or photograph the materials and may not take notes during the review. Additionally it is understood that no test materials shall be permitted to leave the control of the City at any time.

## ARTICLE (16)

### HEALTH AND LIFE INSURANCE

SECTION 1. The City will make available the same health and life insurance programs on a group basis to bargaining unit employees as are made available to all other non-managerial City employees. The City reserves the right to reduce or increase the benefits payable under coverages, to alter or cease any coverages, to raise or lower any "out-of-pocket" amounts and to raise or lower any deductibles and otherwise determine the coverage to be made available and the premium costs of the same, provided that such benefits, coverages, amounts and deductibles remain the same as those made available to all other non-managerial City employees.

SECTION 2. The insurance programs will be optional to all eligible employees. For those employees electing to participate in the program, the City will make contributions towards the cost of such insurance, in the same amounts as it makes for all other non-managerial City employees. Those employees who elect to participate in the City's group insurance programs will pay a share of the total premium through deductions from payroll, for the cost not paid by the City.

SECTION 3. The Union will be notified of any change in insurance carriers, nature or scope of coverage or amount of coverage and increased amounts to be paid by employees under this Article. The City reserves the right to terminate the group insurance program or any part thereof for all City employees at any time with prior notice to the Union.

SECTION 4. Upon notification by the Union, in its sole discretion, the City shall exclude all bargaining unit employees and Fire Department uniformed retirees from the City's group health and life insurance programs, and will cease deducting employee and retiree insurance premium amounts from compensation checks; the City will, in such event, make contributions towards the cost of such alternative insurance as the Union may designate, in the same amounts as the City contributes for all non-managerial City employees and retirees respectively, for each employee and retiree participating in such alternative insurance. Provided, however, that such notification must be given no less than ninety (90) days prior to the contract renewal date of the City's group health and life insurance programs.

## ARTICLE (17)

### LIFE INSURANCE BENEFITS

SECTION 1. The City will provide members of the bargaining unit those life insurance and death benefits for survivors as required by Federal and State laws. Additional life insurance may be purchased by members of the bargaining unit, under the City's group policy, with the employee paying the cost and those additional benefits shall be portable after 10 years of service, at the employee's continued expense, upon separation from the City.

SECTION 2. The voluntary life insurance benefit (currently provided by American General) shall be portable, at the employee's continued expense, upon separation from the City. Additionally the life insurance benefits (currently provided by Sun Life) shall be portable, at the employee's continued expense, upon separation from the City provided the employee has vested in the benefit through the completion of 10 years of service with the City prior to separation. No life insurance benefit shall be portable for employees who are terminated.

SECTION 3. Notwithstanding anything contained herein, the City will endeavor to maintain the provisions of this Article but the portability of life insurance benefits shall be subject to the insurance contract between the Life Insurance Company and the City.

## ARTICLE (18)

### TRAINING

SECTION 1. When employees attend required training, they will be compensated in accordance with the provisions of the Fair Labor Standards Act.

SECTION 2. Training will be deemed to be required only when an employee is given a direct order by the Fire Chief or his/her designee to attend training. Thus, if the City merely advises employees of available training courses and offers to pay all or part of course tuition, but does not order an employee to attend the courses, any employee attending courses will be engaged in voluntary training, and thus will not be engaged in compensable work hours.



## ARTICLE (19)

### MILEAGE

SECTION 1. Employees who are ordered to report to another station after reporting to their regular duty station, and use their personal vehicle for transportation to the other station, will be eligible for mileage reimbursement at the rate as approved by the Florida Department of Management Services for the number of miles driving the most direct and shortest route from their regular duty station to the other assigned station. This rate changes from time to time, and it is agreed that it shall be changed as may be necessary during the term of this Agreement without collective bargaining on the subject.

SECTION 2. Mileage will not be paid for the trip from the employee's home to the employee's assigned place of duty, or from the assigned place of duty to the employee's home.

## ARTICLE (20)

### UNIFORMS

SECTION 1. Bargaining Unit members will be allowed to select any number or arrangement of uniform articles from a menu of department approved items, up to an allowed amount of \$ 350.00 per fiscal year. The City agrees to continue its practice of furnishing uniforms for newly-hired bargaining unit employees to include three (3) dress shirts, three (3) uniform pants and four (4) tee-shirts and shoes and a jacket.

Except when members are on Building Survey, Home Safety Survey, Lecture and Demonstrations, Station Tours or otherwise meeting the Public in a non-emergency fashion, they will be allowed to wear the uniform t-shirt provided. It shall be the obligation of each employee to maintain such items in good and presentable condition. All Fire Department personnel shall wear currently issued uniforms. Obsolete uniform clothing shall not be worn on duty by Fire Department personnel. It shall be the obligation of the City to replace torn or damaged articles as deemed necessary by the Fire Chief or his designee. The selections will be based on their individual needs in order to maintain a complete set of serviceable uniforms. Deviation from the allotment will be at the discretion of the Fire Chief. All Bargaining Unit members will be allowed to begin purchasing dress (Class A) uniform items within their annual allotment.

Any additional costs related to the issuance of plus size uniforms will be borne by the Fire Department. Paramedic and EMT patches are considered optional and the cost associated with these items will be borne by the member.

Collective Bargaining Unit members may substitute items on the approved uniform clothing list for other approved uniform clothing items offered by the same department contract vendor not to exceed the total uniform allowance per employee per year. The type and quality of uniform will be determined by the City.

SECTION 2. Protective clothing and other equipment required by the City to be worn or carried by employees shall be furnished by the City outside the uniform allowance provided for in Section 1 above, the type and quality to be determined by the City. Replacement of protective clothing and equipment will be determined and implemented in the exclusive judgment of the Fire Chief. Protective clothing and other equipment, when provided, must be used. Neglect or failure by an employee to obey safety regulations or to use or maintain the safety equipment furnished by the City shall be basis for disciplinary action.

SECTION 3. No article of clothing or equipment provided for herein shall be utilized during off-duty hours, except as authorized by the Fire Chief or his designee.

## ARTICLE (21)

### PERSONNEL FILES

SECTION 1. An employee has the right to examine his or her own personnel file in the presence of the Chief Human Resource Director or his/her designee. Employees are responsible for providing any document such as birth certificates or records of educational courses completed which should be part of their personnel files.

SECTION 2. Disciplinary documents, such as letters of reprimand, counseling letters, suspensions and fines, and performance related correspondence such as performance appraisals and letters of correction and commendation, shall be read and signed by the employee. Employee signatures on such documents do not imply agreement with the document; rather, it is simply an acknowledgment of the document in the employee's personnel file.

SECTION 3. The employee is responsible for providing current address and telephone information to the Fire Department.

## ARTICLE (22)

WATCH EXCHANGE

The City retains the right to determine and modify organizational structure; to select, direct, transfer, assign and determine the personnel for each watch and station. However, fire suppression employees may exchange watches on a voluntary basis, with the watches to be "repaid" within one year, provided that a minimum of 48 hours prior notice is given. A swapped watch shall count as time worked for the individual normally scheduled for the watch, rather than for the individual who actually works the watch, as provided under the Fair Labor Standards Act. There will be no voluntary exchange of shifts by bargaining unit employees without express permission of the Fire Chief or his designee.

## ARTICLE (23)

WORKER'S COMPENSATION

The City will provide bargaining unit employees Worker's Compensation benefits under the conditions set forth in the City's Human Resources Manual dated October 19, 2020 and in accordance with the State Statute, Chapter 440 and/or Florida Administrative Code 69(l).

## ARTICLE (24)

### MILITARY LEAVE

SECTION 1. Military leave is administered in accordance with State and Federal law and is considered as any leave necessary to fulfill military obligations with a branch of the Armed Forces of the United States. Only branches of the Armed Forces, which are, or usually serve as, combat units are to be considered.

#### a. Extended Military Leave

Persons will be granted extended military leave will forfeit all employee benefits while on active duty, but will be accorded reinstatement or reemployment privileges, as required under and in accordance with Florida Statutes 295.095 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Extended military leave will be granted upon the following conditions:

- (1) The employee has received notification from proper authority to report for active duty with the Armed Forces.
- (2) The official notice of induction, or recall, into active duty, or a verified copy of same, must be presented to the Human Resources Department within five (5) days of receipt by the employee. A record of this notice is to be recorded in the employee's file.
- (3) Upon honorable completion of military obligations, former employees must present their request in writing to the Chief Human Resources Director within one (1) year of the date of separation from military service to be eligible for reemployment benefits.
- (4) Upon resumption of active employment with the City of Pensacola, the employee will be given credit for acceptable service performed prior to entering the military for seniority purposes, and for pension purposes when the pension law is complied with. Time spent on extended military duty shall count, without loss of personal time off leave, pay, time, or efficiency rating, except in the case of pensions whereby authorized. Said employee shall be given benefit of any range increases granted for the position vacated during military absence.
- (5) Employees on extended military leave are entitled to two hundred forty (240) hours at full pay in any one annual calendar period. In addition, per each military activation the City will:
  - (a) Supplement the employee's military salary to the extent that will equal the amount earned at the time they were called to active duty. The supplement would continue for a period up to six months.

(b) Continue all other employee benefits such as time accrual for purposes of personal time off leave, annual increments, and pensions; insurance and deferred compensation, provided the employee maintains his or her contributions as previously arranged. Benefits would continue for a period up to six months.

b. Military Leave for Training Purposes

- (1) Section (1) of Florida Statute 115.07 requires the City to grant leaves of absence to City employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard without loss of vacation leave, pay, time, or efficiency rating. This leave is required on all days during which the City employee is engaged in training ordered under the provisions of the United States military or naval training regulations regardless of whether they are assigned to active or inactive duty.
- (2) Florida Statute 115.07 gives a maximum period of two hundred forty (240) hours in any one annual calendar year period for this type of leave of absence. Administrative leaves of absence of periods in excess of two hundred forty (240) hours are to be without pay.
- (3) Employees requesting leave under these provisions must submit a verified copy of their notification for duty with completed Personnel Leave (PF-301) or (PF 300), to the Fire Chief or designee at least two (2) weeks in advance.

The City reserves the right to amend provisions of this policy, provided that such provisions remain the same as those available to all other non-managerial City employees.

## ARTICLE (25)

### FUNERAL LEAVE

SECTION 1. In the event of a death in the employee's immediate family, which is defined as spouse, parents, step-parents, children, step-children, brothers, sisters, step-brothers, step-sisters, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, aunt or uncle of the employee and of their spouse, or City of Pensacola, Florida Domestic Partnership Registry registered domestic partner of the employee, the employee shall be granted funeral leave. For the purposes of this section, registered domestic partner shall be defined as someone with whom the employee has maintained a strong familial relationship and with whom the employee has cohabitated for a period of five or more years and who is on the City of Pensacola, Florida Domestic Partnership Registry.

SECTION 2. Fire suppression employees may be allowed thirty-six (36) consecutively scheduled hours; fire prevention employees may be allowed three (3) eight hour consecutive calendar days of leave.

SECTION 3. Funeral leave shall be compensated at the straight-time rate of pay for each hour the employee would have worked had the employee not been absent on such leave. The Employer may request verification of the death.

The City recognizes that the above policy does not cover every situation and that the days provided will not necessarily always be sufficient. For this reason employees may, with the approval of the Fire Chief or his/her designee use PTO leave to supplement the funeral leave policy.



## ARTICLE (26)

### INCENTIVE PROGRAM

SECTION 1. Educational salary incentive compensation for firefighters shall be paid from the general fund of the City.

SECTION 2. Educational salary incentive compensation for firefighters shall be paid only to those uniformed active firefighters, and not to fire pensioners.

SECTION 3. The Fire Incentive Program shall be managed per the Fire Incentive Policy as established and maintained by the Human Resources Department upon the abolishment of the Fire Incentive Board by City Council on August 11, 2016.

SECTION 4. Any unit member at the rank of Professional Firefighter or higher may receive up to one hundred thirty dollars (\$130.00) monthly through the education salary incentive program as follows:

(1) Basic certifications.

- a. Twenty-five dollars (\$25.00) monthly allowance payable after one year on the job and full certification.
- b. Certification indicates that the individual has successfully completed the state requirements for fire as delineated by the Florida Firefighters Standards and Training Council.

(2) Career development.

- a. Twenty dollars (\$20.00) monthly allowance payable for each eighty (80) hours completed of approved courses.
- b. Career development is defined as courses that may be taken which are generally not considered purely academic in nature. The amount indicated does not include the basic twenty-five dollars (\$25.00) monthly allowance for basic certification.
- c. There are three (3) levels within the career development track:
  - 1. Level I. The maximum any Professional Firefighter or Lieutenant (with certification) may obtain by completing the approved courses is forty dollars (\$40.00) monthly; provided, further, that he has never been listed on the roster for promotion within the Fire Department of the City.

2. Level II. The maximum any Professional Firefighter or Lieutenant may obtain by completing the approved courses is sixty dollars (\$60.00) monthly; provided further that he has become eligible and has appeared on the roster for Fire Lieutenant, or above within the Fire Department of the City and has completed approved management courses. Successful completion of management courses without being on or having appeared on the City's roster for appointment to Fire Lieutenant or above will not qualify an individual for this level.

3. Level III. Maximum allowed for Lieutenant or above who has completed approved management courses is eighty dollars (\$80.00) monthly.

(3) Academic development.

a. Academic development denotes the amount paid for an approved associate's degree, bachelor's degree or equivalent. No payment is made if an applicant is hired with one of these degrees until one full year on the job. No payment is allowed until the degree is completed or sixty (60) approved equivalent semester hours are accumulated and presented for certification to the fire education incentive board. The amount indicated does not include the basic twenty-five dollars (\$25.00) monthly allowance for basic certification.

b. Thirty dollars (\$30.00) monthly allowance payable for approved A.A. or A.S. degree, or sixty (60) equivalent and approved hours.

c. Eighty dollars (\$80.00) monthly allowance payable for approved B.A. or B.S. degree. The eighty dollars (\$80.00) is inclusive of the thirty dollars (\$30.00) previously described under subsection (3) b herein.

SECTION 5. The most payable monthly under academic development without any career development courses is:

(1) Associate's degree or equivalent, thirty dollars (\$30.00) plus twenty-five dollars (\$25.00) equals fifty-five dollars (\$55.00).

(2) Bachelor's or higher degree, eighty dollars (\$80.00) plus twenty-five dollars (\$25.00) equals one hundred five dollars (\$105.00). The eighty dollars (\$80.00) is inclusive of the thirty dollars (\$30.00) paid for the associate's degree or equivalent.

SECTION 6. The maximum monthly payment for the educational salary incentive compensation (Sections 1-5 above) is one hundred thirty dollars (\$130.00). This can only be achieved after one full year of service to the City within the Fire Department as a uniformed firefighter, state recognized certification as a firefighter and a combination of career development courses as approved by the fire education incentive board, and at least a two-year college degree.

SECTION 7. Any compensation provided for pursuant to this Article (Sections 1-5 above) shall be offset by the amount of any supplemental compensation received from the state pursuant to F.S. section 633.382.

SECTION 8. Basic Life Support (BLS) incentive: Effective upon full ratification of this Agreement by both Parties, all bargaining unit employees will be eligible to receive a \$1,500.00 pay incentive to their base pay per year for obtaining and maintaining a Florida Emergency Medical Technician ("EMT") Certification. This EMT incentive pay will be payable in equal distributions in their regular payroll checks and will continue through the term of this Collective Bargaining Agreement provided that the employee maintains his/her EMT license in good standing. These payments are pensionable.

## ARTICLE (27)

LEGAL COUNSEL

The defense of civil actions against bargaining unit employees shall be governed by the provisions of Florida Statutes 111.07 and 111.071.

## ARTICLE (28)

OUTSIDE EMPLOYMENT

Employees covered by this Agreement may, upon prior written application and approval by the City Administrator or his/her designee accept outside employment, provided that no such outside employment conflicts with the employees' duties as may be assigned and required from time to time by the Employer, interferes with the availability of the employee for such duties, and does not constitute a conflict of interest. Continued efforts by the City to cooperate with employees in permitting outside employment will not be construed as a waiver of the City's right to require unscheduled overtime and to require that its employees be available for emergency services and other required duties during off-duty hours.

Employees currently engaged in outside employment shall report such employment to the City Administrator within thirty (30) days of the effective date of this Agreement.

Disputes concerning approval or disapproval of outside employment shall be subject to the grievance/arbitration procedure.

## ARTICLE (29)

COURT APPEARANCES

An employee required as the result of the work they have performed for the Employer to appear in court, at a deposition, or at any hearing, shall be compensated for the time necessary for such appearance as if such time were time worked under this Agreement.

## ARTICLE (30)

### ACCOMMODATIONS AND MAINTENANCE

SECTION 1. The City reserves the right to determine the accommodations they will provide at each station, including but not limited to kitchen supplies, telephones, cooking equipment, laundering equipment, television, radios.

#### SECTION 2. Common Mess

All stations meals will be conducted under a common mess with contributions by each employee on a shift, even if the employee chooses not to eat the meal.

The City shall not be responsible to collect contributions or contribute to the meal arrangements.

ARTICLE (31)

UNION BUSINESS

SECTION 1. The Union, and all employees covered by this Agreement, shall comply with the requirements and prohibitions of Section 447.509, Florida Statutes, and Section 9-4-3 of the City of Pensacola Code.

SECTION 2. The Union, and all employees covered by this Agreement, agree to comply strictly with the requirements of Chapter 496, Florida Statutes.



## ARTICLE (32)

### BULLETIN BOARDS

SECTION 1. The City agrees to provide space for the Union to erect, at the Union's expense, one bulletin board, not to exceed thirty-six inches (36") by thirty-six inches (36"), at each station. The location of each bulletin board shall be approved by the Fire Chief or his designee. The Union shall be responsible for purchasing and erecting boards.

SECTION 2. These bulletin boards shall be used for posting Union notices, but restricted to:

- a. Notices of Union recreational or social affairs
- b. Notices of Union elections and results of such elections
- c. Notices of Union meetings
- d. Notices of Union appointments and other official Union business
- e. Minutes of Union meetings

All costs incidental to preparing and posting of Union materials shall be borne by the Union. The Union is responsible for posting and removing approved material on designated bulletin boards and maintaining such bulletin boards in an orderly condition.

## ARTICLE (33)

### LAYOFFS AND RECALLS

SECTION 1. The Employer may lay off employees whenever, in its sole discretion, it determines a reduction in workforce to be in the best interests of the City. The City will certify the number of excess employees and classes/ranks to be reduced and/or eliminated.

SECTION 2. For the purposes of this article, reductions and layoffs will be determined by statutory requirement (i.e. veteran preference in retention) and by seniority. The employee standing lowest within the class or rank to be eliminated will be the first reduced in rank. This method of reduction continues until the certified number of employees in the lowest rank has been discharged. When employees have equal seniority within the rank, seniority will next be determined by the length of the employee's continuous service in the Fire Department as shown in the employer's records. An employee's length of service for these purposes is deemed continuous while on leave due to illness, accident, or a status protected by law, such as military service.

SECTION 3. Employees who have been laid off are responsible for maintaining up-to-date information on file with the City, including the address to which a return-to-work notice would be sent.

SECTION 4. Employees will be recalled based on seniority as described above. By certified letter to the address on file, the City will notify a recalled employee at least three (3) weeks prior to the date the individual is to report to work. The recalled employee must respond within three (3) days of notification. The employee may be required to update personal information and to complete an employment screening process to ensure he or she is qualified to return to work.

SECTION 5. Any recalled employee who fails to respond within three (3) days after notification, or fails to comply with these conditions, or fails without an excuse the City regards as reasonable to report for work, shall be considered to have abandoned his/her position.

## ARTICLE (34)

### HOLIDAYS

#### SECTION 1. Personal Holidays

Employees will receive two twenty four (24) hour days, of personal holiday time per year. At least one 24 hour personal holiday must be taken prior to July 1st of each year. If this day is not taken, then the day will be forfeited. These personal holidays may be taken up to but no later than December 31st of each year. Approval must be granted by the Fire Chief or his/her designee. Such approval shall not be unreasonably withheld.

However, in the first year of employment individuals who start working during the month of January, February and March will receive two personal holidays; those hired from April 1st through September 30th will receive one personal holiday; and those hired from October 1st through December 31st will not receive any personal holidays until January of the following year.

#### SECTION 2. Holiday Pay

Effective upon ratification of this Agreement, all bargaining unit members shall be paid twelve (12) hours holiday pay at the overtime rate of time-and-one-half their regular rate of pay for New Year's Day; Martin Luther King Jr. Day, Memorial Day; July 4<sup>th</sup>; Labor Day; Veteran's Day; Thanksgiving Day, the Day After Thanksgiving; and Christmas Day.

#### SECTION 3. Anniversary Personal Holiday (PH)

Employees shall receive 24 hours of anniversary holiday personal leave for the completion of each five years of service to the City during their career. Anniversary PH hours shall be awarded in the employee's fifth year anniversary month. Anniversary PH hours must be used within 12 months of being earned.

## ARTICLE (35)

### VACATION SCHEDULE

#### ANNUAL SELECTION

SECTION 1. Each month will be segmented into two vacation periods, each containing six vacation slots being five shifts in length (approximately two weeks). There may be two (2) Fire Captains, or two (2) Fire Lieutenants or one (1) of each rank; and two (2) Lieutenants or two (2) Firefighters per watch on vacation during each vacation slot at the same time.

SECTION 2. The selection process will be as follows: Employees within each watch will choose their first vacation by rank. Fire Captains, will choose by seniority in rank, followed by Lieutenants and then Professional Firefighters. Within each rank, selection will be made by seniority in rank. Fire Captains and Fire Lieutenants on the same watch, stationed at single truck stations, may not choose coinciding vacation slots, except with approval; of the Battalion Chief.

After all employees have made their first selection, employees shall choose their second and third vacation under the same terms and conditions of the first selection.

#### REMAINING VACATION SELECTION

SECTION 3. After all first, second and third selections have been completed; if there are available remaining open vacation slots of the initial six that were available daily, employees shall be permitted to take PTO as vacation leave on a day-by-day and first-come, first-approved basis with approval of the Battalion Chief provided the request is made to the Battalion Chief not later than 7:00am the morning of the shift for which the employee requests to utilize the leave.

For purposes of this Article, employees on other forms of leave (i.e. funeral leave, administrative leave, union leave, pension school leave, PTO as sick leave, personal holiday, anniversary personal holiday, special assignment, workers compensation leave, military leave or, leave of absence etc.) shall not be counted against the six available daily slots that are available for bargaining unit members to utilize PTO as vacation.

## ARTICLE (36)

### LEAVE PROGRAMS

#### SECTION 1. Personal Time Off -Leaves of Absence.

Personal time off (PTO) is established for the purpose of providing employees leave for a variety vacation, personal business, illness, medical or dental appointments, and family. It replaces leave formerly known as sick and annual leave.

##### (1) Employee responsibility.

Employees are required to arrange and obtain prior/advance approval of personal time off leave. In the case of illness, supervisors may consider same day request.

a. In any case of absence on account of illness, an employee may be required by his department to file a doctor's certificate with the city clinic, and all absences due to illness or injury of more than three (3) days' duration shall require the employee to provide a doctor's certificate to the City Clinic stating:

- 1) The nature of illness or injury;
- 2) That the employee was incapacitated for work for the duration of his absence;
- 3) The employee is physically able to return to work and perform his duties;
- 4) That the employee has no contagious disease, which would jeopardize the health of other employees.

b. If an employee is habitually or chronically absent, a supervisor may require medical evidence to be provided to the City Clinic concerning any illness or injury beginning with the first day of absence.

c. If an employee is absent and an excuse is felt necessary, the Fire Chief or designee may request the City Nurse to verify the reason for absence.

##### (2) Record keeping.

No employee will be granted personal time off leave unless the time requested has already accrued prior to the leave period. Personal time off leave request shall be for a period of not less than one (1) hour and shall be in increments of not less than one (1) hour.

(3) Accrual of time.

Employees covered by this agreement will be credited thirty eight (38) hours personal time off for each month of service.

(4) Separation from service.

Employees who are separated from the service of the city in good standing by retirement, resignation, or layoff shall be paid the balance of their accrued PTO, but such pay shall not exceed the maximum of seven hundred twenty (720) hours. In no case shall an employee be paid against whom disciplinary action is being taken or is otherwise leaving city employment not in good standing.

SECTION 2. Leave Sharing Program

A leave sharing program is hereby established for all employees. The City Administrator shall establish the procedure by which the Chief Human Resources Director shall administer the leave-sharing program. This leave-sharing program shall be administered in keeping with the area practices and within the financial limits as set forth by the council. Unless otherwise provided for by the council or by law, shared personal time off (PTO) leave of more than 30 days shall be considered non-salaried supplement, and shall not be utilized in the calculation of pensions, deferred compensation(s), longevity and other benefits.

a. Scope and Purpose

The leave sharing program will allow employees to donate unused Personal Time Off (PTO) leave to co-workers who are seriously ill or have family members who are ill, and have exhausted their own leave.

This leave-sharing program operating on a case-by-case donation basis encourages employees with unneeded leave to donate leave to employees coping with personal tragedy.

b. Eligibility

The employee requesting donations of leave must have:

- worked for a minimum of six (6) months; and
- exhausted all earned leave.

c. Leave Use

Request for leave can be made for:

- the employee's own serious health condition as defined by the federal Family and Medical Leave Act, or
- the serious health condition of a family member, defined, as spouse, children, stepchildren, parent, stepparent, brothers, sisters, stepbrothers, stepsisters, mother-in-law, father-in-law, grandparents, grandchildren, aunt or uncle.

#### d. Leave Donation Restrictions

Employees can donate up to half the leave they have available in their PTO and Auxiliary PTO accounts. Employees may receive up to six (6) months maximum of donated leave. Donated leave of more than 30 days will be considered a non-salaried supplement and shall not be utilized in the calculation of pensions, deferred compensation(s), and accrual of time credited to an employee's longevity. The city will continue to pay their portion toward the group insurance plans, social security replacement, and longevity pay. Donated leave is not considered time worked, and the employee receiving the donation will not accrue leave in their PTO account while on donated leave. Donated leave must be submitted in advance for use and cannot be used retroactively.

#### e. Administration

An employee donating leave must complete a leave transfer form (PF-306) and turn the form into the Chief Human Resources Director for verification of leave balance. This form will be forwarded to the Financial Services Department for processing. Employees receiving leave will be awarded leave hours based on the "cash value" of the donated leave.

#### f. Tax Treatment

Employees who donate leave are not subject to any taxes because of their donation. However, employees who receive donated leave are subject to regular income tax and it will be reported as income.

### SECTION 3. Leave Accrual

The PTO leave balances for members of the bargaining unit shall be compensated by the City from a maximum accumulation of 720 hours. Hours accumulated above 720 will not be compensated. Hours that are accumulated in excess of 720 hours per year will be transferred to an auxiliary leave account, restricted for FMLA leave use.

ARTICLE (37)  
PENSIONS

SECTION 1. The Firefighters' Relief and Pension Fund shall be administered according to State Law and City Ordinance.

SECTION 2. Firefighters' Relief and Pension Fund Changes:

The Union agrees to cooperate with the City of Pensacola in making the following changes to the existing Firefighters' Relief and Pension Fund provisions as soon as practical:

OT TOWARDS PENSION

- Overtime (300 Hours): Effective upon full ratification of this Agreement by both Parties and adoption by the Florida State Legislature, all bargaining unit employees will be eligible to have up to 300 overtime hours per year (including additional regular pay) included in their pensionable income. The pensionable OT cap DOES NOT include OTA.

CALCULATION OF FINAL COMPENSATION FOR PENSION

- Those employees with 20 years or more of service as of June 10, 2015 continue with calculations of average final compensation based on best 2 out of the last 5 years.
- Those with less than 20 years of service as of June 10, 2015 will have their average final compensation for pension calculated based on best 5 out of the last 5 years.

CITY DROP PROGRAM

For purposes of this article only:

- Those employees in the DROP or entering the DROP on or before June 10, 2015 will continue to receive status quo.
- Those employees who enter the DROP AFTER June 10, 2015 will receive a 1.3% guaranteed rate of return on their DROP monies BUT will NOT receive COLA on their DROP funds / pension while participating in the DROP.

COLA FOR FUTURE RETIREES

Those employees participating in the DROP on or BEFORE June 10, 2015 will continue to receive status quo with respect to COLA adjustments on post-DROP retirement benefits.

- Those employees entering the DROP AFTER June 10, 2015 will be eligible to receive UP TO a maximum 2% annual COLA on their post-DROP retirement benefits (using the same formula that has always been used)
- Employees hired AFTER June 10, 2015 will be eligible to receive UP TO a maximum 1.25% COLA on their post-DROP retirement benefits (using the same formula that has always been used.)



#### SPOUSAL BENEFIT & SOCIAL SECURITY REPLACEMENT

- Joint and Survivor Benefit: Effective upon full ratification of this Agreement by both Parties and adoption by the Florida State Legislature, all bargaining unit employees will be eligible for a Joint and Survivor Benefit pension benefit of a 75% joint and survivor annuity.
- Remarriage of Surviving Spouse: Effective upon full ratification of this Agreement by both Parties and adoption by the Florida State Legislature, pension benefits will continue to be paid to the surviving spouse of a deceased retiree upon remarriage of the surviving spouse.

#### PENSION CONTRIBUTIONS

- Pension contributions for ALL employee, including those hired in the future will remain at 11%.

#### MILITARY BUY BACK

- The City will continue to offer an actuarially determined cost-neutral Military Buy-Back Plan that is commensurate with the Plan offered to the City's Police Officers.

All other portions of the existing Chapter 175 pension plan shall remain unchanged.

SECTION 3. The Officers of Local 707 will cooperate with the City's representatives in meeting with members of the Legislative Delegation in an effort to get the above provisions approved by the State Legislature during the 2021 State of Florida Legislative Session. This cooperation may include meetings with elected officials at their offices in and around Pensacola, meetings with elected officials at their offices in Tallahassee, drafting letters of support and seeking the assistance of Officers of the Florida Professional Firefighters in getting the necessary legislation passed during the 2021 Legislative Session.

SECTION 4. Pursuant to Florida Statute 175.351 the Firefighters' Relief and Pension Plan will provide for a 401 Deferred Contribution Plan with the Firefighters' Relief and Pension Plan. Pursuant to Florida Statute 175.351 mutual consent is required for deviations from the default rules on the uses of premium tax revenues. The Firefighters' Relief and Pension Plan states the following use of the insurance proceeds in Article VI Section 4(b). "By the net proceeds of the 1.85-percent excise or license tax levied and collected under the authority of chapter 19112, Laws of Florida, 1939, as amended, which may be imposed by the City of Pensacola upon certain insurance companies or other insurers against loss by fire and tornado on their gross receipts of premiums from holders of policies, which policies cover property within the corporation limits of such municipality, or any additional amount that may hereafter be levied and collected. This revenue shall be used first to fund the cost-of-living adjustment provision, then the benefit for seventy-five (75) percent of compensation with twenty five (25) years of service on normal pension benefits, and then any remaining amount shall be used for the remaining benefits of the plan. If the receipt of this money is not sufficient to pay all benefits of the plan, nevertheless, all benefits of the plan shall be paid." As a part of the contract both parties mutually consent to the use of insurance proceeds and any accumulated insurance proceeds balance (reflected in the Firefighters' Relief and Pension Plan actuarial valuation) as stated in this paragraph.

ARTICLE (38)

SECTION 125 PLANS

SECTION 1. The City will make available a Section 125 plan on a group basis to bargaining unit employees to the same degree that such a plan is provided to other non-managerial City employees.

SECTION 2. The City reserves the right to terminate or alter provisions of the Section 125 plan or any part thereof for unit members on the same terms as all other City employees, but agrees to provide the Union notice and an opportunity for the Union to request and participate in impact bargaining before the change is made.

SECTION 3. The wages of employees for pension contributions and pension benefit purposes will be based on the gross wages, before the Section 125 redirection.

SECTION 4. Nothing herein, or in the Section 125 plan, except requirements established by the Internal Revenue Service governing the administration of such plans, shall affect the provisions for Health and Life Insurance under Article XV.

SECTION 5. If the City implements a Retirement Health Savings Plan during the life of this contract the collective bargaining members will be eligible at implementation date.

ARTICLE (39)

DEFERRED COMPENSATION

SECTION 1. Bargaining unit members will be eligible to participate in the deferred compensation program, as established under Article IV Deferred Compensation Plan, Division 1. "For Non-Social Security Participants employed since January 1, 1960" of the Pensacola Code, as it conforms to Section 457 of the U.S. Internal Revenue Code, provided that the City will make no contributions to the deferred compensation account of any employee participating under this plan.

SECTION 2. Any employee under this collective bargaining agreement will be allowed to enter the plan at each annual enrollment period.

## ARTICLE (40)

### BENEFIT MEETINGS

SECTION 1. Upon request of the Union, representatives of the Human Resource Department will have the opportunity to meet with bargaining unit members to explain to them the provisions of the benefit programs adopted by this bargaining agreement. The times and places for these presentations will be scheduled in coordination with the Fire Chief during scheduled work hours.

## ARTICLE (41)

FAMILY LEAVE

The City will comply with the Family Medical Leave Act. The Fire Chief will work closely with the Chief Human Resources Director, on a case-by-case basis, to determine if a reasonable amount of additional time beyond FMLA benefits is justified to allow the employee to return to full duty work.

## ARTICLE (42)

### MINIMUM STAFFING

SECTION 1. MINIMUM STAFFING – The City agrees to maintain the following minimum levels of daily staffing in the fire department:

- A. 5 Engines each staffed as follows:
  - 1 Captain or Acting Captain
  - 1 Lieutenant or Acting Lieutenant
  - 1 Firefighter
- B. 1 Engine (Engine 4) staffed as follows:
  - 1 Captain or Acting Captain
  - 1 Lieutenant or Acting Lieutenant
  - 2 Firefighters
- C. 2 Ladders each staffed as follows:
  - 1 Captain or Acting Captain
  - 1 Lieutenant or Acting Lieutenant
  - 1 Firefighter

In addition, the City shall maintain one Battalion Chief and two full time professional fire personnel for a total of twenty-eight (28) full-time personnel to be staffed each day.

Apparatus staffing levels may be temporarily reduced during times when an Engine or Ladder is placed out of service temporarily for maintenance or training and shift personnel may be temporarily reassigned or deployed in other response capacities for special events, marine/water emergencies etc. provided these periods of time do not exceed four (4) hours.

### SECTION 3. HAND-HELD RADIOS

The City agrees to provide each on-duty Firefighter, Lieutenant and Captain a hand-held radio while on duty with the City.

### SECTION 4. SUNSET PROVISION

Notwithstanding Section 2 of Article 53, this Article 42 will expire on October 1, 2023, which is the end of the term of this collective bargaining agreement as defined in Article 53, Section 1 herein.

## ARTICLE (43)

IAFF ACTIVITIES

The Employer will grant three hundred (300) hours annually for use as IAFF Pool Time. Members of the bargaining team may arrange swaps for any hours above the three hundred (300) hours. This time shall be used for the purpose of attending or handling a grievance meeting, negotiating session, arbitration, or attendance at IAFF functions. Approval of such time shall be authorized by the IAFF President, Vice-President, Treasurer, or Secretary. Time will be charged in increments of one (1) hour. The IAFF may rollover not more than a total of three hundred (300) unused hours to subsequent contract. Employees receiving leave will be awarded leave hours based on the "cash value" of the donated leave.

ARTICLE (44)

PRINTING OF AGREEMENT

The City will furnish one (1) copy of the final signed and fully executed agreement following ratification by the City Council to the Union.



## ARTICLE (45)

### ANNUAL MEETING

The Union Executive Board shall meet on an annual basis for a maximum of one (1) hour, during the first 10 days of August each year with the City Administrator and the Chief Human Resources Director to discuss issues that may benefit both the City and the collective bargaining unit.

## ARTICLE (46)

### EMPLOYMENT OF RELATIVES

The purpose of this policy is to allow all candidates an equal opportunity for employment and advancement with the City of Pensacola, while prohibiting favoritism and avoiding conflicts of interest regarding relatives of employees.

#### Definition:

Relatives are defined as: father, mother, son, daughter, brother, sister, uncle, aunt, grandparent, grandchild, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister or registered domestic partner and their family as defined in Article 25.

#### Prohibited Relationships

1. Appointing authorities may not appoint, employ, promote, transfer, or advance any relative in or to a position where the appointing authority exercises jurisdiction or control.
2. The appointment, employment, promotion, advancement, or transfer of a relative into any division, activity, or section is prohibited if the action creates a relationship where a relative would supervise (directly or indirectly), make or influence personnel decisions concerning a relative, or creates a conflict of interest or the appearance of a conflict of interest. Prior to relatives being employed in the same career ladder or series, one must be enrolled in the city's Deferred Retirement Option Plan (DROP).

This rule does not prohibit continued employment of employees becoming relatives by marriage while working in the same division, activity, or section, so long as a prohibited relationship is not created.

Appointment, employment, promotion, advancement, or transfer of relatives within a division, activity, or section must be specifically authorized by the City Administrator.

SECTION 47  
DRUG FREE WORKPLACE

Members of the collective bargaining unit agree to be active participants in the City's drug-free workplace program and comply with the drug-free workplace policy. The Employer's policy is to employ a workforce free from the use of illegal drugs either on or off the job, and free from alcohol in the workplace. Any employee determined to be in violation of this policy is subject to disciplinary action up to and including termination, even for the first offense. It is a Standard of Conduct of the Employees of this Employer that employees shall not use illegal drugs or abuse legal ones. In order to maintain this standard, the Employer shall establish and maintain the programs and rules set forth here.

Testing to be included in this provision includes the following situations:

1. Pre-hire testing of all new safety sensitive employees.
2. Testing of active safety sensitive employees randomly as directed by the City Clinic. Lists are to be produced monthly and shall include all "certified" personnel in the fire department from the rank of Fire Chief and below. Lists will be generated and managed through the City's third party testing center. Random lists are not to include more than 5% of the total number of active participants in the fire department at the time of the list generation.
3. Routine fitness for duty tests as directed by the City Clinic.
4. Reasonable suspicion testing in accordance with the City's Drug Free Workplace policy in effect on the date of ratification of this agreement.
5. Post-accident. Any employee of the collective bargaining unit involved in an accident while at work. This includes both accidents that result in personal injury as well as any accidents that occur while the employee is driving a City vehicle. The employee should contact their supervisor or the City Clinic immediately following an accident to make sure required alcohol and drug testing procedures are followed.
6. Return-to-duty and follow-up testing in accordance with the City's Drug Free Workplace Policy.

Applicants and/or Employees who are directed by the City Clinic staff or supervisor to report to the Clinic or an approved collection facility for a drug/alcohol test and refuse to take a drug or alcohol test may result in a refusal to hire and/or termination; the employee forfeiting his or her eligibility for medical or indemnity benefits under State Worker's Compensation; and is cause for disciplinary action up to, and including, dismissal of the employee which may also cause denial of Unemployment Compensation.

It is the Employer's policy that an employee found with the presence of illegal drugs and/or alcohol in his/her system, in possession of, using, selling, trading, or offering for sale illegal drugs during working hours, at government functions, or on City premises (including parking lots) may be subject to disciplinary action up to and including discharge. The use of any over the counter products that contain illegal drugs is expressly prohibited. Anyone observing a violation of this policy must report it to his or her immediate supervisor, and that violation be reported to the Fire Chief.

Drugs prescribed by the employee's physician may be taken during work hours. The employee should notify the supervisor if the use of properly prescribed medication will affect the employee's work performance. Abuse of prescription drugs will not be tolerated.

As a condition of employment, employees must abide by the terms of this policy and must notify the Employer in writing of any conviction of a violation of a criminal drug statute immediately and/or as soon as possible based on the factors involved in the situation but to be reported PRIOR to the employee returning to work.

All provisions contained in the City's Drug Free Workplace and Vehicle Use Policies (in effect on the date of the ratification of this Agreement) are incorporated in this Article unless specifically addressed herein.

## ARTICLE (48)

SAFETY COMMITTEE

The City agrees to the formation of safety committees which will conform to the requirements of Chapter 633, Florida Statutes. The committees will have the following features:

- There will be one safety committee, composed of members appointed by the Battalion Chief of each watch and a fourth member appointed by the Union.
- The function of the safety committee will be in conformance with the rules and regulation promulgated by the Division of State Marshal.
- The Fire Chief or his designee will confer with the safety committee.

ARTICLE (49)

OPEN ARTICLE

ARTICLE (50)

CONTRACT REOPENERS

There shall be no Contract Reopeners during the term of this agreement.

## EDUCATIONAL REIMBURSEMENT PROGRAM

### SECTION 1. PURPOSE

The educational reimbursement program encourages personal development through formal education so that employees can maintain and improve job related skills or enhance their ability to compete for reasonably attainable jobs within the City of Pensacola. Individual courses that are part of a degree, licensing, or certification program must be related to the employees current job duties or a foreseeable future position. The City of Pensacola will reimburse employees for the costs of obtaining undergraduate or graduate degrees in accordance with the provisions of this policy. Employees should contact Human Resources for more information about educational reimbursement.

### SECTION 2. FUNDING LIMITS

The City shall provide bargaining unit members with a pool of money available for educational reimbursement (in accordance with this policy) that shall be capped at \$ 40,000 per fiscal year. It is understood that these funds will be available on a first come, first serve basis and there shall be no reimbursement for that fiscal year after the annual \$ 40,000 funding has been exhausted for that year.

Reimbursement will be available during each fiscal year for courses that have a COMPLETION date between October 1<sup>st</sup> and the following September 30<sup>th</sup> for that fiscal year. There shall be NO reimbursement for any courses that had a completion date prior to October 1, 2020.

### SECTION 3. APPLICATION

Employees seeking educational reimbursement for completion of a certification course that is listed on the pre-authorized list must submit a copy of his or her final grades/certificate of completion within forty-five (45) days of completion of the course, to the Fire Chief or designee to be forwarded to the Chief Human Resources Director for final review and payment. The employee also must submit a receipt issued by the educational organization indicating the class has been paid in full and there is a zero balance due. The employee is responsible for ensuring there is money available from the annual reimbursement allotment. Employees participating in pre-authorized training courses both acknowledge and understand that they will not be reimbursed for courses beyond the allotment of funding establish for the education reimbursement benefit. The pre-authorized list of eligible courses will be mutually agreed upon by City management and the union. Courses will not be added or removed without mutual consent of the Chief Human Resources Director, the Fire Chief, and the union president.

Employees requesting educational reimbursement for courses not listed on the pre-authorized list must, prior to registration, submit an application for reimbursement on the Application for Education Benefits Form (PF-202), to the Fire Chief or designee for approval prior to class registration. Each course must be part of a curriculum related to an employee's present position with the City or a reasonable promotional objective as determined by the Human Resources Director. Once this determination has been made, then the approved request form (PF 202) will be submitted by the Fire Chief or designee to the Human Resources Division, before course registration commences.



In order to receive reimbursement, an employee must submit a copy of his or her final grades within forty-five (45) days of completion of the course, to the Fire Chief or designee to be forwarded to the Chief Human Resources Director for final review and payment. The employee also must submit a receipt issued by the educational organization indicating the class has been paid for and there is a zero balance due.

When an employee has received advance approval for education reimbursement, following the receipt of grades at the end of a course, the employee must have achieved a grade of "C" or better; however, an employee will not receive reimbursement by the City for any course for which the employee has also received reimbursement or payment from any other source.

The City encourages all employees to utilize courses offered by the University of West Florida or Pensacola State College. Approved reimbursement will be made at the prevailing hourly course rate for "in state" students, utilized at the University of West Florida or at Pensacola State College, respectively.

Employees who otherwise meet the educational reimbursement criteria set forth above but who elect to attend a college or university other than the University of West Florida or Pensacola State College may receive reimbursement in an amount not to exceed the higher rate of the University of West Florida or Pensacola State College. If attending a college or university that allows a deferred payment plan, the employee is responsible for any payment to that institution exceeding the cost set forth in the above criteria. The City will not be responsible for payment to that institution, if the rate exceeds the prevailing "in state" rate of the University of West Florida or Pensacola State College.

#### SECTION 4. REPAYMENT OBLIGATIONS

Employees seeking to receive educational reimbursement from the City of Pensacola shall accept a contractual employment condition obligating the employee to remain in the employment of the City of Pensacola for a period of six months for each 15 hours of paid reimbursement. This obligation shall be cumulative in nature. Employees who voluntarily sever employment with the City of Pensacola prior to fulfilling the employment obligations set forth above shall reimburse the City of Pensacola for any remaining balance of educational reimbursement, and employees will be obligated to consent to pay such balance from any funds in the possession of or managed by the City of Pensacola before any remaining balances are paid to the terminating employee.

Employees receiving tuition payment for vocational credits such as enrollment in the fire academy are subject to a repayment agreement to be executed by the employee prior to entering into the vocational education program. In the event that such an employee should voluntarily terminate his or her employment with the City within two (2) years of receipt of amount paid by the City to attend the fire academy, the employee shall be contractually responsible for repayment to the City of the cost incurred to attend such school. Employees will be required to consent in advance to allow the City to recoup such funds from any funds in the possession of or managed by the City of Pensacola prior to the employee receiving the balance of such funds after reimbursement has been made.

#### SECTION 5. EDUCATIONAL REIMBURSEMENT BENEFITS

Required Courses: The City will reimburse 100% of tuition books, and fees for any employee attaining a "C" grade or better in a course that is required by the City. Upon completion of the course, all books or course material will become property of the City.

Voluntary Job-Related Courses: The City will reimburse 100% of the tuition up to the prevailing in state rates at either Pensacola State College or University of West Florida, only for any employee who voluntarily takes a course which is directly related to their job, and who attains a "C" grade or better in the approved course. The Fire Chief or his designee will be the signing authority on determining if a course is job related, along with review by the Chief Human Resources Director for reimbursement purposes.

Non-Job Related Courses: The City will reimburse 50% of tuition only for any employee who voluntarily takes a course and who attains a "C" grade or better even though that course is not job related.

High School Diploma: Any employee wishing to obtain their high school diploma or G.E.D. will be reimbursed 100% for any tuition, book or fee expenses they may incur.

Tax Status: All educational reimbursements are subject to income tax laws and regulations as determined by the Internal Revenue Service. Employees may have to report any amounts received under the Educational Reimbursement Plan as taxable income.

## ARTICLE (52)

### ENTIRE AGREEMENT

SECTION 1. This Agreement constitutes the entire agreement between the City and the Union. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. If, at any time during the term of this Agreement, the parties arrive at any agreement which adds to, deletes, or waives any of the terms of the Agreement it will be reduced to writing and signed by both parties.

SECTION 2. This Contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

## ARTICLE (53)

TERM OF AGREEMENT

SECTION 1. This Agreement shall be in full force and effect from 12:00 a.m. October 1, 2020 through 11:59 p.m. October 1, 2023.

SECTION 2. With the exception of Article 42 herein, if no new or successor agreement has been reached by October 1, 2023 , then this Agreement will stay in effect until a new contract is ratified.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and representatives.

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
President IAFF Local 707

11-20-2020  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice President IAFF Local 707

\_\_\_\_\_  
Date

ATTEST:

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

THE DATE OF RATIFICATION OF THIS CONTRACT IS: 11-13-2020

Final Agreement - City of Pensacola and IAFF Local 707

## APPENDIX

- Annual Performance Evaluation Form
- Performance Evaluation Instructions
- Performance Plan Feedback Worksheet
- Memo for Record Form
- Memo for Record Example

# Pensacola Fire Department Annual Performance Evaluation



Evaluation Period: \_\_\_\_\_ – \_\_\_\_\_

Last Name	First Name	MI	Rank	Years of Service	Date

Refer to: *Performance Evaluation Instructions*

**SCORING NOTES:** Provide examples/descriptions and documentation for all "Exceptional" (5), Exceeds Expectations (4), "Does Not Meet Expectations" (2), and "Unacceptable" (1) scores. "Does Not Meet Expectations" (2) and "Unacceptable" (1) scores require a written *Performance Improvement Plan* approved by the Battalion Chief.

## Professional Standards (25% of score)

Consider compliance with directives and policies, and professional behavior.

- ☐ 5 – Exceptional  
☐ 4 – Exceeds Expectations  
☐ 3 – Meets Expectations  
☐ 2 – Does Not Meet Expectations  
☐ 1 – Unacceptable

\_\_\_\_ x .25 = \_\_\_\_  
Above Score                      Weighted Score

## Safety (25% of score)

Consider compliance with safety directives, as well as job preparation.

- ☐ 5 – Exceptional  
☐ 4 – Exceeds Expectations  
☐ 3 – Meets Expectations  
☐ 2 – Does Not Meet Expectations  
☐ 1 – Unacceptable

\_\_\_\_ x .25 = \_\_\_\_  
Above Score                      Weighted Score

## Teamwork & Initiative (20% of score)

Consider interactions and willingness to work with others, as well as overall attitude and effort.

- ☐ 5 – Exceptional  
☐ 4 – Exceeds Expectations  
☐ 3 – Meets Expectations  
☐ 2 – Does Not Meet Expectations  
☐ 1 – Unacceptable

\_\_\_\_ x .20 = \_\_\_\_  
Above Score                      Weighted Score

<b>Training &amp; Development (20% of score)</b> Consider compliance with training requirements, as well as initiative for further development.	<input type="checkbox"/> 5 – Exceptional <input type="checkbox"/> 4 – Exceeds Expectations <input type="checkbox"/> 3 – Meets Expectations <input type="checkbox"/> 2 – Does Not Meet Expectations <input type="checkbox"/> 1 – Unacceptable  <div style="text-align: right;">           _____ x .20 = _____            Above Score                      Weighted Score         </div>		
<b>Community Involvement &amp; Public Safety Advocacy (10% of score)</b> Consider volunteer community activity and Pensacola Fire Department representation.	<input type="checkbox"/> 5 – Exceptional <input type="checkbox"/> 4 – Exceeds Expectations <input type="checkbox"/> 3 – Meets Expectations <input type="checkbox"/> 2 – Does Not Meet Expectations <input type="checkbox"/> 1 – Unacceptable  <div style="text-align: right;">           _____ x .10 = _____            Above Score                      Weighted Score         </div>		
<b>Additional Comments</b>          	<div style="text-align: center; margin-top: 100px;">           _____  <b>Total of Weighted Scores</b> </div> <div style="margin-top: 20px;">           3.50 - 5.00 - Exceeds Expectations            2.50 - 3.49 - Meets Expectations            0 - 2.49 - Does Not Meet Expectations         </div>		
<b>Signing below indicates you read and understood the <i>Performance Evaluation Instructions</i>.</b>			
Supervisor's Signature	Date	Employee's Signature	Date
Battalion Chief's Signature	Date	Assistant Chief's Signature	Date
Fire Chief's Signature		Date	

## Pensacola Fire Department

### Performance Evaluation Instructions

Evaluation Period: \_\_\_\_\_ – \_\_\_\_\_



Evaluate performance using the five categories below. Considerations and sample minimum ("Meets") expectations are included as guides for scoring.

Captains, Lieutenants, and Firefighters who "Meets Expectations" (3) in all five categories may improve category scores to "Exceeds Expectations" (4) or "Exceptional" (5) by performing and documenting those services listed as "Above Minimum Requirements." Category scores of 4 and 5, require written feedback with documentation. Scores of 2 and 1, require a written *Performance Improvement Plan* approved by the Battalion Chief.

Acceptable forms of documentation: ER reports/logs; Captain's written Memo for Record (approved by Battalion Chief).

#### 1. Professional Standards (25% of score)

Consider compliance with directives and policies, as well as professional behavior.

- Reports to work as scheduled, on-time – reliable
- Follows Uniform/Grooming policy
- Complies with all regulations, policies, and expectations
- Displays proficiency in emergency operations
- Shows problem-solving and decision-making skills
- Communicates respectfully with customers and department members
- Treats customers with kindness and compassion

##### Above Minimum Requirements

- Performs additional (extra) maintenance/upgrade to any apparatus, equipment, fire station, or PFD property
- Prepares and implements any plan that improves safety, service, innovation, or quality (coordinates approval through Battalion Chief)
- Performs additional 6 hours mentoring/instructing a probationary Firefighter or Fire Cadet

#### 2. Safety (25% of score)

Consider compliance with safety directives, as well as job preparation.

- Wears and uses PPE properly
- Follows ICS
- Maintains state of readiness (self, crew, apparatus, station)
- *Lieutenant:* Operates apparatus safely/efficiently without incident
- *Company Officer:* uses crew accountability/ feedback system; implements ICS

##### Above Minimum Requirements

- Completes PFD Physical Ability Exam (PAT) within entrance exam scores (as documented in ER Training Log)
- Performs minimum of 10 hours of ISO physical fitness training as documented in ER Training Log



### 3. Teamwork & Initiative (20% of score)

Consider interactions with others, willingness to collaborate, overall attitude and effort.

- Collaborates with peers/builds teams
- Accepts supervision/feedback
- Completes assigned duties with respectful attitude
- Performs collateral duties
- Initiates projects/develops programs

#### Above Minimum Requirements

- Serves in one, or more, of the following: Watch Field Training Officer (FTO), Honor Guard, Honor Guard Liaison, GSTC Liaison, EMT Team Coordinator, SCBA Technician, Communications Liaison, PFD Committee
- Teaches in-house structured course: BLS CPR; fire service/EMS, or customer service training on all three Watches

### 4. Training & Development (20% of score)

Consider compliance with training requirements, as well as initiative for further development.

- Completes mandatory training
- Maintains/attains certification
- Seeks professional development opportunities

#### Above Minimum Requirements

- Completes an additional 3 hours of ISO Facility Training
- Passes Lieutenant or Captain promotional exam process
- Completes 60-hour New Driver check-off training
- Attains and/or maintains one, or more, of the following: Helmsman qualification, EMT or Paramedic certification, Car Seat Technician qualification, fire service-related Florida certification (beyond Certificate of Compliance)
- Complete fire/EMS-related college course, conference or seminar

### 5. Community Involvement & Public Safety Advocacy (10% of score)


Consider volunteer community activity and PFD representation.

- Participates in community risk-reduction activities
- Advocates for Public Safety

#### Above Minimum Requirements

- Serves as Fire Services/EMS Instructor
- Goes above and beyond on apparatus demonstration or station tour (requires letter of recognition from Company Officer)
- Serves as Fire Services/EMS/Public Safety Instructor
- Volunteers for community events and programs, or non-profit organizations

Refer to: Performance Evaluation Instructions

<b>Pensacola Fire Department</b> <b>Performance Plan/Feedback Worksheet</b>					
Last Name	First Name	MI	Rank	Date	
<b>Type of Feedback:</b> <input type="checkbox"/> Initial <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Performance Improvement Plan: Reassessment					
<b>Primary Duties &amp; Responsibilities:</b>					
<b>Professional Standards:</b> Consider compliance with directives and policies, and professional behavior. <input type="checkbox"/> Initial Feedback <input type="checkbox"/> Does Not Meet Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Clearly Exceeds					
<b>Safety:</b> Consider compliance with safety directives, as well as job preparation. <input type="checkbox"/> Initial Feedback <input type="checkbox"/> Does Not Meet Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Clearly Exceeds					
<b>Teamwork &amp; Initiative:</b> Consider interactions and willingness to work with others, as well as overall attitude and effort. <input type="checkbox"/> Initial Feedback <input type="checkbox"/> Does Not Meet Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Clearly Exceeds					
<b>Training &amp; Development:</b> Consider compliance with training requirements, as well as initiative for further development. <input type="checkbox"/> Initial Feedback <input type="checkbox"/> Does Not Meet Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Clearly Exceeds					
<b>Community Involvement &amp; Public Safety Advocacy:</b> Consider volunteer community activity and Pensacola Fire Department representation. <input type="checkbox"/> Initial Feedback <input type="checkbox"/> Does Not Meet Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Clearly Exceeds					

**MEMO FOR RECORD****TO:****FROM:****DATE:****SUBJECT:**

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**1 HBJ2020**



## MEMO FOR RECORD

**TO:** Rank and Name

**FROM:** Rank and Name

**DATE:** Date Memo is Written

**SUBJECT:** ALL CAPS

- 
1. Information on the (meeting, conference, telephone conversation, incident, person involved, etc.)
  2. This and subsequent paragraphs will contain:
    - a. Date, background and discussion (when necessary for clarity).
    - b. Conclusions reached and decisions made.
    - c. Staff agencies responsible for specific action (if applicable).

Signature

**RESOLUTION  
NO. 2020-62**

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:

<b>A. GENERAL FUND</b>		
Fund Balance		271,300
As Reads:	Personal Services	8,555,900
Amended		
To Read:	Personal Services	8,807,200
As Reads:	Operating Expenses	1,566,256
Amended		
To Read:	Operating Expenses	1,586,256
<b>B. AIRPORT FUND</b>		
Fund Balance		14,200
As Reads:	Personal Services	4,935,700
Amended		
To Read:	Personal Services	4,949,900

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 on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

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

Attest:

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

**THE CITY OF PENSACOLA****DECEMBER 2020 SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-62 - FIRE UNION AGREEMENT**

FUND	AMOUNT	DESCRIPTION
<b>A. GENERAL FUND</b>		
Fund Balance	<u>271,300</u>	Increase appropriated fund balance
Appropriations		
(1) Fire		
Personnel Services	251,300	Increase appropriation for Personnel Services
Operating Expenses	<u>20,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>271,300</u>	
<b>B. AIRPORT FUND</b>		
Fund Balance	<u>14,200</u>	Increase appropriated fund balance
Appropriations		
Personnel Services	<u>14,200</u>	Increase appropriation for Personnel Services
Total Appropriations	<u>14,200</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 2020-62

City Council

12/10/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-62 - PENSACOLA PROFESSIONAL FIREFIGHTERS INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 707 COLLECTIVE BARGAINING AGREEMENT

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 2020-62.

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:**

Contract negotiations between the City and the International Association of Firefighters, Local 707, bargaining unit began on June 4, 2020. They were concluded on September 29, 2020, with a tentative agreement regarding their Collective Bargaining Agreement for the period beginning October 1, 2020 and ending October 1, 2023. The results of these negotiations are contained in the attached proposed Collective Bargaining Agreement. The union membership voted and approved the agreement on November 13, 2020, with an affirmative vote of 76 to zero.

Approval of the Supplemental Budget Resolution will appropriate the remaining amount needed for this agreement for Fiscal Year 2021.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$ 109,900

Actual: \$ 398,800

**FINANCIAL IMPACT:**

The estimated net cost over the next three years of the contract is approximately \$2.2 million. The Fiscal Year 2021 Adopted Budget includes \$109,900 for up to 2% performance-based pay for the first year of the agreement. Approval of the Supplemental Budget Resolution will appropriate the remaining \$288,900 for Fiscal Year 2021. The increases for years two and three of the contract will be incorporated in the respective proposed budgets.

**CITY ATTORNEY REVIEW:** Yes

11/20/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator  
Ted Kirchharr, Human Resources Director  
Amy Lovoy, Finance Director

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2020-62
- 2) Supplemental Budget Explanation No. 2020-62
- 3) Proposed Collective Bargaining Agreement

**PRESENTATION:** No



**RESOLUTION  
NO. 2020-62**

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:

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Fund Balance		271,300
As Reads:	Personal Services	8,555,900
Amended		
To Read:	Personal Services	8,807,200
As Reads:	Operating Expenses	1,566,256
Amended		
To Read:	Operating Expenses	1,586,256
<b>B. AIRPORT FUND</b>		
Fund Balance		14,200
As Reads:	Personal Services	4,935,700
Amended		
To Read:	Personal Services	4,949,900

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 on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

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

Attest:

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

**THE CITY OF PENSACOLA****DECEMBER 2020 SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-62 - FIRE UNION AGREEMENT**

FUND	AMOUNT	DESCRIPTION
<b>A. GENERAL FUND</b>		
Fund Balance	<u>271,300</u>	Increase appropriated fund balance
Appropriations		
(1) Fire		
Personnel Services	251,300	Increase appropriation for Personnel Services
Operating Expenses	<u>20,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>271,300</u>	
<b>B. AIRPORT FUND</b>		
Fund Balance	<u>14,200</u>	Increase appropriated fund balance
Appropriations		
Personnel Services	<u>14,200</u>	Increase appropriation for Personnel Services
Total Appropriations	<u>14,200</u>	

THE  
COLLECTIVE BARGAINING  
AGREEMENT BETWEEN  
THE CITY OF  
PENSACOLA AND  
PENSACOLA PROFESSIONAL  
FIREFIGHTERS INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS  
LOCAL 707

FISCAL YEARS 2021-2023

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#### PREAMBLE

This Agreement is made and entered into by and between the City of Pensacola, Florida, which is hereinafter referred to as the "Employer," and the Pensacola Professional Firefighters, International Association of Firefighters, AFL-CIO, Local No. 707, hereinafter referred to as the "Union."

## ARTICLE (1)

### DEFINITIONS

- 1) "Day" shall mean a calendar day unless otherwise specified in this Agreement.
- 2) References to the male gender are intended to conform to traditional usage, and should be understood to include both males and females.
- 3) All references to Legislative Approval, approval by Legislature or such similar phrases included in this document shall mean the actual date the legislation becomes law.



## ARTICLE (2)

### PURPOSE AND INTENT

SECTION 1. The purpose of this Agreement is to secure industrial peace and efficiency, enabling the Employer and its employees to provide continuing satisfactory services to the citizens of the City, to secure a healthy operation through efficient service and public satisfaction, to establish an orderly and peaceful procedure for the resolution of grievances, and to set forth a basic understanding relative to rates of pay, hours of work and conditions of employment, designed to achieve those goals at a reasonable cost.

SECTION 2. The employees and management recognize that they are mutually dependent upon one another. Both are committed to public service and the success of that service. This success requires that both management and employees work together. The Employer, the Union and all employees are convinced that there is no reason why differences that may arise may not be peacefully and satisfactorily adjusted by sincere and patient efforts on the part of all.

SECTION 3. The Union agrees that it will support the Employer in its efforts to (a) eliminate waste and damage; (b) conserve equipment and supplies; (c) improve standards of efficiency; (d) prevent accidents; and (e) strengthen good will between the Employer, its employees and the public. This section is intended to express the purpose of this Agreement, and nothing in this section shall be considered to confer liability for monetary damages on the Union in any action in which the Union would not otherwise be liable.

## ARTICLE (3)

### RECOGNITION

SECTION 1. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment.

SECTION 2. The Union is recognized as the sole and exclusive bargaining representative of: all Fire Department employees in the rank of Fire Captain, Fire Lieutenant, and Professional Firefighter; excluding the Fire Chief, Deputy Fire Chief, Battalion Chief Administrative Officer, and all other employees of the City. All other types of employees and classifications of employees not in existence at the time of the certification by the Pensacola Public Employees Relations Commission dated July 13, 1988 are excluded from the coverage of this Agreement; provided that the Union shall not be deprived of the right to bargain with respect to wages, hours, terms and conditions of employment for new job classifications which may hereafter be created, should either party obtain an order from the Public Employees Relations Commission certifying the Union as bargaining agent for such classifications.

## ARTICLE (4)

### NO STRIKE CLAUSE

SECTION 1. No employee, Union officer, agent, or employee shall instigate, promote, sponsor, or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the Employer.

SECTION 2. In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of Employer, the Union shall take direct and immediate action to bring about a cessation of such activities.

SECTION 3. In addition to the penalties provided by law, those employees found to be in violation of the provisions of Section 1 may be held liable for any damages which are suffered by the City as a result of the violation of the provisions of this Article.

## ARTICLE (5)

### DUES CHECK-OFF

SECTION 1. Dues deduction is currently accomplished thru electronic fund transfers from bargaining unit member credit union share accounts to the Union monthly. The City is currently not directly involved in the deduction of Union dues. Should the existing fund transfer method of monthly dues deduction for some reason become unworkable, the City will work cooperatively with the Union to establish a system for payroll deduction of dues to be submitted monthly to the Union.

## ARTICLE (6)

### SEVERABILITY

In the event that any Article or provision of this Agreement is found to be invalid or unenforceable, by reason of any legislation or judicial authority over which the parties have no amendatory power, all other provisions of this Agreement shall remain in full force and effect for the term of this Agreement. Moreover, should any change in wages, hours, or working conditions be required as a result of any subsequently enacted legislation, judicial order, conciliation agreement, or other legal requirements, the City shall give the Union notice of the action it intends to take to comply with such requirement, and shall negotiate with the Union, if requested, regarding the proposed action.

## ARTICLE (7)

### PROBATION & SENIORITY

SECTION 1. An appointment, employment or promotion shall not be deemed complete until a period of probation of twelve (12) months has elapsed from the date of employment or promotion; however, in no case shall the probationary period end earlier than twelve (12) months after the employee has received necessary required state certification.

SECTION 2. Employees serving a probationary period following their initial hiring shall not have recourse to the Grievance Procedures contained herein.

SECTION 3. Seniority shall first be determined by the period of service in a class or position within a chain of command (rank) within the fire department, and then by the period of service within the fire department based on hire date. In cases of equal seniority, seniority shall be determined through random selection via a draw through the Human Resources Department.

ARTICLE (8)

NO SMOKING

SECTION 1. The Surgeon General of the United States has determined that smoking tobacco contributes to the development of a number of heart and lung diseases.

SECTION 2. As of March 1, 1989, the City will hire as firefighters only those individuals who do not smoke, and such individuals will continue to not smoke for the duration of their employment. As of January 1, 1992, the City will hire as firefighters only those individuals who do not use tobacco products, and such individuals will continue to not use tobacco products for the duration of their employment.

SECTION 3. All bargaining unit employees who were hired before March 1, 1989, will not be affected by the no smoking condition of employment which will apply to the new hires, but current employees will smoke only in designated smoking areas while on duty. After meeting and conferring with the Union, the City retains the right to designate smoking areas in each fire station.

SECTION 4. The City agrees to make reasonably available courses to stop smoking for those employees wishing to quit smoking.

## ARTICLE (9)

### RESIDENCY

All employees covered by this Agreement shall live within Escambia or Santa Rosa County, Florida or 45 minute response time. Exceptions to this article may be granted by the City Administrator.



## WAGES, HOURS OF WORK AND OVERTIME PAY

### SECTION 1. Purpose of Article.

The purpose of this Article is to provide a basis for the computation of straight time and overtime wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the City to any employee of a minimum or maximum number of hours of work per day, per week, per work period, or per year, for any employee covered by this Agreement. The City's pay records, practices, and procedures shall govern the payment of all wages.

### SECTION 2. Straight Time Wage Rates.

All employees covered by this Agreement shall be paid as reflected below:

Professional Firefighter Minimum	\$32,501.30
Lieutenant Minimum:	\$43,001.40
Fire Captain Minimum:	\$53,000.22

\*These amounts include the mandatory overtime adjustments.

Provisions that are set forth in the General Employees Pay Plan, shall apply also to the employees covered by this collective bargaining contract.

### SECTION 3. Salary Adjustments.

From the effective date of this contract to September 30, 2023, bargaining unit members shall receive the following salary adjustments to also include merit pay for year 2022-2023 to be paid first paycheck of October 2023:

#### FY 2020

October 1, 2020 each bargaining unit member shall receive a 3% increase to their base wage. This wage increase will not become effective until this Agreement is fully ratified by both parties and will be retroactive to October 1, 2020.

#### FY 2021

October 1, 2021 each bargaining unit member shall receive a 3% increase to their base wage at that time. In addition to this 3% wage increase, all bargaining unit employees are eligible to receive up to a two percent (2%) merit pay increase dependent upon their 2020-2021 performance appraisal as conducted in accordance with the Merit Pay in Section 12.

#### FY 2022

October 1, 2022 each bargaining unit member shall receive a 10% increase to their base wage at that time. In addition to this 10% wage increase, all bargaining unit employees are eligible to receive up to a two percent (2%) merit pay increase dependent upon their 2021-2022 performance appraisal as conducted in accordance with Paragraph I of this Agreement.

#### First paycheck of October 2023

On first paycheck of October 2023, all bargaining unit employees are eligible to receive their pay adjustments, up to a two percent (2%) merit pay increase, dependent upon their 2022-2023 performance appraisal as conducted in accordance with the Merit Pay in Section 12.

The City Administrator may, upon recommendation by the Fire Chief, withhold an employee's salary adjustment, if there is documented evidence that the employee is performing consistently at a level below standard during the previous year.

#### SECTION 4. Fire Inspectors.

The workweek for fire inspectors shall consist of seven (7) calendar days beginning at 12:00 midnight on Sunday and ending 12:00 midnight the following Sunday. Fire inspectors will be scheduled to work a 40 hour week. Daily shift times will be set by the City no earlier than 7:45 am and no later than 5:00 pm including a one hour meal period which shall not count as time worked (unless and then only to the extent of time spent in authorized calls to emergency duty). All time worked in excess of 40 hours per workweek will be compensated at a minimum of one and one-half times the straight time rate in effect as set forth in the City's salary schedule.

#### SECTION 5. Fire Suppression Employees.

Other than fire inspectors, all other employees covered by this Agreement will continue to be paid pursuant to the partial overtime pay exemption provided by 29 U.S.C. Section 207(k). The "work period" will continue to be a minimum of twenty-one (21) calendar days beginning immediately after 8:00 a.m. on Sunday and ending at 8:00 a.m. the third following Sunday. Fire suppression employees will be scheduled to work 24 hours on duty and 48 hours off duty, for a total of 168 hours of scheduled duty time during each 21 day work period. All fire suppression employees who work more than one hundred fifty-nine (159) hours during a 21 day work period will be compensated for such additional hours at a minimum of one and one-half times the straight time rate in effect as set forth in the City's wage schedule.

#### SECTION 6. Watch Captains

The parties agree that there shall be one watch captain on each

watch. SECTION 7. Overtime.

The Fire Department may offer the opportunity to work unscheduled overtime through the use of three alphabetized lists, one per watch, without regard to rank. This established list is for fire suppression activities only.

SECTION 8. Time Worked.

For the purpose of calculating overtime pay, scheduled sick leave should be considered as "time worked" in the appropriate work period. Leave taken as annual leave will not be considered as "time worked" for purposes of overtime calculation.

SECTION 9. Working Out of Class Pay.

Bargaining unit members working temporarily in a higher class for more than five (5) consecutive watches will be paid out-of-class differential pay incentive of 10% premium on their base wage beginning with their 6<sup>th</sup> consecutive watch. To qualify, an employee must be assuming the full and complete duties and responsibilities of the higher class. Said differential pay shall be applicable only when the vacancy has resulted from an illness that qualifies under FMLA, on-the-job injury or a job vacancy that is a position duly created and still existent but not occupied by an employee. Such differential pay shall begin only after the employee has performed the complete duties for five consecutive (5) watches and shall be paid only for time actually worked. Out-of-class differential pay shall apply only to the days worked after the five (5) consecutive watches have been completed. Out-of-class differential shall be paid with the employee's regular compensation and is pensionable. Complete records of such out-of-class differential work shall be submitted to the Department of Human Resources within two (2) weeks of having performed such work, on forms furnished by that department. Employees approved for acting out of class assignments must requalify every time a new event occurs.

SECTION 10. Pay Adjustment upon Promotion

Upon successful promotion from the rank of Firefighter to the rank of Lieutenant or from the rank of Lieutenant to the rank of Captain, employees shall have their base pay increased 10% or shall be moved to the new minimum of the pay scale for their new rank, whichever is greater.

SECTION 11. Special Duty Overtime

The special projects will be listed or advertised on an electronic bulletin board, which shall contain two (2) lists. The first list will provide the project description and the necessary qualifications. The second will be an alphabetical list of volunteers including their qualifications.

If an individual is skipped for lack of qualifications, he/she will remain at the top of the list. If assigned to Special Project overtime, the employee may not sign up for overtime, as described in Article X Section 7, on the dates listed for a special project.

Examples:

Project List &

Qualifications EMT

Instructor

Class: OB/GYN

Qualification: EMT

Quantity: 2 instructors

Begin Date: 1/12/01 End

Date: 1/15/01

Personnel Selected: Allen, Longworth

Volunteer Overtime List

Employee Name	Qualifications
Allen	EMT, Paramedic
Bridwell	1 <sup>st</sup> Responder, FS Instructor
Fennel	Tree Surgeon
Longworth	EMT, Paramedic

SECTION 12. Merit Pay

For the 2020-2023 Term of this Collective Bargaining Agreement, final performance evaluations will be conducted annually, as determined by the Fire Departments' evaluation cycle feedback milestones. Specific due dates, Performance Evaluation form(s), and instructions will be disseminated by the Fire Chief. The Fire Chief has the final authority to approve final performance ratings and the decision is not grievable.

The Summary score is based on the rating points in each section and is included as the final summary score section of the performance management evaluation rating process that will be electronically submitted to Human Resources for processing at the end of each Fiscal Year. To be eligible for a merit pay increase, new employees must have successfully completed their one (1) year probation period.

The final summary score will be used to determine qualification for a merit pay increase and the level of any merit pay allocation (see chart below):

Summary Rating	Point Range	Merit Increase Recommended
Exceeds Expectations <b>(E)</b>	3.50-5.00	2% Merit Increase
Meets Expectations <b>(M)</b>	2.50-3.49	1% Merit Increase

Does Not Meet (DNM)\*

0.00-2.49

0% Merit Increase

\*NOTE: An employee who DNM, but has successfully completed a Performance Improvement Plan(PIP) after the ninety (90) day evaluation period that results in a revised score of two and one half (2.5) or higher, may earn a merit increase of up to 1% retroactive to the date the employee would have normally received the merit pay adjustment. Anyone subject to formal disciplinary action (i.e. Reprimand, Suspension w/o pay, or Demotion) during the rating period will not be eligible for a merit increase greater than 1%. The Fire Chief has the discretion to determine whether to recommend merit pay adjustments, to include instances of a PIP or Formal Discipline, to Human Resources.

- ***The effective date for merit pay increases will be beginning on October 1, 2021, and on each following October 1<sup>st</sup> through to October 1, 2023 respectively. See attachments in appendix related to the Performance Plan. Any changes made to the provisions of the Performance Plan will be conferred with IAFF.***

## ARTICLE

### (11) GRIEVANCE

#### PROCEDURE

SECTION 1. A grievance is defined as an allegation made during the term of this Agreement that the Employer has violated a specific provision of this Agreement. Employees who are not members of the Union may utilize the Grievance Procedure established by this Article, but the Union is in no way responsible for non-members' utilization of this article.

SECTION 2. Under no circumstance shall there be a suspension or slowdown of work, or refusal to follow any instruction, on account of any grievance. Grievances shall be resolved at the lowest supervisory level possible, but only within the customary authority of such succeeding level of supervision. No grievance shall be considered unless it is processed in complete accordance with the following steps:

STEP 1. There shall be a discussion between the employee and the Battalion Chief involved.

STEP 2. If the grievance is not resolved in Step 1, the Union may, within ten (10) calendar days of the alleged violation, reduce the grievance to writing on a grievance form and present it to the Fire Chief. The grievance form shall specify the particular Article, Section and provision of this Agreement alleged to have been violated, shall contain a complete and detailed statement of the facts upon which the grievance is based, including date of occurrence, shall specify the proposed remedy, shall be signed and dated by the employee or (if applicable) by his Union representative. Grievances submitted which do not contain the above information shall be considered null and void. Upon receipt of the grievance, the Chief or his designee shall record the time and date of receipt, shall consider the written grievance, shall investigate the same to the extent he chooses, and shall resolve or deny the grievance within ten (10) calendar days.

STEP 3. If the Union is dissatisfied with the decision rendered in Step 2, and the Union desires to further pursue the grievance, it shall present a letter of appeal to the City Administrator or his designee within ten (10) calendar days following the decision of the Fire Chief or his designee on the grievance in Step 2. The City Administrator or his designee shall consider the written grievance, investigate the same to the extent he chooses, and resolve or deny the grievance within fifteen (15) calendar days.

STEP 4. Within ten (10) calendar days following the decision by the City Administrator or his designee, if the Union chooses to proceed further on the grievance, it shall present to the City Administrator or his designee a written request for a Step 4 meeting concerning the grievance, to which shall be attached copies of the written grievance submitted in Step 2 and Step 3 letter of appeal. A meeting shall be held at the convenience of the parties between the grievant, the grievant's Union representative (if applicable), and the City Administrator or his designee and their representative, and the City Administrator or his designee shall resolve or deny the grievance within fifteen (15) calendar days.

SECTION 3. Submission to Arbitration. In the event any grievance which has been timely brought during the term of this Agreement under Section 4 of this Article cannot be satisfactorily adjusted in accordance with Section 2 of this Article, either the Union or the Employer may demand arbitration by filing a request with the Federal Mediation and Conciliation Service of the United States, with a copy to the other side by certified mail, return receipt requested, to submit the names of seven (7) approved arbitrators available to hear and decide the question involved. The party wishing to submit a grievance to arbitration must do so within twenty (20) calendar days of receipt by the Union of the decision in Step 4, or the right to pursue arbitration shall have been waived. The Union shall retain the exclusive authority to decide which, if any, union member grievances shall be forwarded to arbitration.

SECTION 4. The parties hereto acknowledge the importance of both the time limitations and the requirements for written grievances and appeals expressed in Sections 2 and 3 of this Article, and no grievance shall be considered or deemed to exist that is not reduced in writing in the manner specified, timely filed and pursued at each step of the grievance procedure, and timely submitted to arbitration. A timely filed grievance not answered by management within the time limit prescribed shall be treated as a denial of the grievance and the grievance may be pursued to the next step of the grievance procedure. Time limits may not be extended except by a written mutual agreement signed by representatives of both parties. The Employer's willingness to go through the grievance procedure and to submit the issue on the merits to an arbitrator shall not be interpreted as a waiver of any issue as to arbitrability.

SECTION 5. Absent permission from the Employer, grievances must be processed outside of the scheduled working hours of any employee involved in the grievance.

## ARTICLE (12)

### ARBITRATION

SECTION 1. Upon receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, the parties shall flip a coin to determine who has the first strike. The party losing the coin flip shall strike a name from the list first; the other party shall strike second, and then each party shall in turn strike one name until only one name remains. This person shall be selected as an impartial Arbitrator.

SECTION 2. Each party shall have the right to reject one complete panel of arbitrators and request the Federal Mediation and Conciliation Service to submit a second list, from which names shall be stricken in accordance with Section 1. Nothing in this article shall prevent the parties from agreeing upon a mutually acceptable arbitrator other than one on a panel supplied by FMCS.

SECTION 3. The grievance submitted to the arbitrator shall be based exclusively on the written grievance as submitted in Section 2, Step 2, of the Grievance Procedure. If on-duty personnel are subpoenaed to the arbitration hearing, they will be released from duty only for the time required to testify. No more than two employees will be released from duty at a time, unless the Employer authorizes the release of more than two; such authorization shall not be unreasonably withheld.

SECTION 4. Any decision or award of the arbitrator shall be strictly limited to the interpretation of specific terms of this Agreement, and to a determination of (a) whether the grievance is arbitrable, and (b) whether the Employer violated a specific provision of this Agreement as alleged in the written grievance. The arbitrator shall not explicitly or implicitly change, amend, add to, subtract from, or otherwise alter or supplement any of its terms and conditions, nor depart from its terms in rendering a decision. The arbitrator shall confine himself exclusively to the question which is presented to him. The arbitrator's decision shall be final and binding upon both parties.

SECTION 5. The Employer may not be compelled to arbitrate any grievance not alleged to have occurred during the term of this Agreement.

SECTION 6. Each side shall bear the cost of its own witnesses and representatives. The cost of room accommodations shall be divided equally between the parties. The fees of the arbitrator shall be divided equally between the parties. The costs associated with the appearance of the court reporter and a copy of the transcript for the arbitrator shall be divided equally between the parties. Any party requesting a transcript copy for their use will bear its cost, unless otherwise agreed.

SECTION 7. The arbitrator shall have no authority to assess any compensatory or punitive damages, nor to impose as a remedy any back pay to any employees or individuals who are not grievants. No award of back pay to any grievant shall date back to a time prior to the date the grievance arose. All awards of back pay under this Agreement shall be offset by unemployment compensation benefits, workers' compensation benefits (except medical), earned by the grievant, during any period of unemployment for which back pay is awarded.



## ARTICLE (13)

### MANAGEMENT RIGHTS

SECTION 1. It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force or any civil or career service regulation.

Additionally the City shall enjoy and retain any additional or expanded right granted to public employers through any decision issued by the Public Employee Relations Commission.

The City has the sole authority to determine the purpose and mission of the City, to prepare and submit budgets to be adopted by the City Council.

The City shall enforce and comply with the provisions of this Agreement so as not to violate the City Charter.

SECTION 2. Nothing contained herein shall be construed to constitute a waiver by the Union of its right to negotiate over the impact of managerial decisions on all terms and conditions of employment.

## ARTICLE (14)

### WORK RULES

SECTION 1. It is understood and agreed that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to those listed within job descriptions.

SECTION 2. Except where expressly modified by any provision of this Agreement, the Rules, Regulations and Procedures of the Pensacola Fire Department shall govern the relationship between the Employer and the employees covered by this Agreement. Any of the Fire Department Rules, Regulations and Procedures in conflict with this Agreement shall be of no force and effect.

SECTION 3. Any new rules or regulations made after the effective date of this Agreement which conflict with this Agreement may be made the subject of an appropriate grievance and may be taken to arbitration by the Union as provided in the grievance and arbitration provisions of this Agreement.

## ARTICLE (15)

### PROMOTIONAL PROCESS & PROMOTIONAL REQUIREMENT EXAMINATION COMMITTEE

When a vacant position is to be filled by promotion within the Fire Department, these procedures apply:

SECTION 1. Study Materials and information for promotional testing will be posted a minimum of 90 days prior to a job announcement posting.

SECTION 2. Job announcements will be posted a minimum of 30 days prior to conducting a promotional examination.

SECTION 3. Examinations may include a written test, an interview, a performance test, an evaluation of training and experience, supervisory efficiency rating, assessment centers, or any combination thereof. Examination components will total 100%.

SECTION 4. If it is determined that a vacancy shall be filled from a promotional eligible register, a list shall be certified which contains the names of five (5) persons and ties (which can be created by adding points but not take points away from an applicant) having the highest promotional grades as hereinafter provided, and the vacant position shall be filled by the appointing authority by selection from said promotional eligible list. The list may contain less than five (5) names if five (5) persons do not meet the minimum qualifications for the position, or attain the required promotional grade; however, anytime a promotional eligible list cannot be certified with the required minimum number of candidates, the appointing authority may request a new examination.

SECTION 5. The following procedures will be followed to establish a current eligible register:

- a) The Fire Department shall prepare and administer examinations which shall be practical and objectively measure the relative capabilities of the applicant to perform the duties of the position. All persons within the department who meet the minimum qualifications established by the Promotional Qualification Committee (as defined below) for the position shall be eligible to take the promotional examination. Announcement of each examination shall be publicized for a minimum of thirty (30) calendar days prior to the application deadline specified in the announcement. Applications for each examination must be filed with the Human Resource Department prior to the designated deadline and all necessary records, licenses, certificates, transcripts and other documents of proofs must be submitted prior to the examination.
- b) The examination process shall include a written test and a performance test. The examination factor, assigned weights and scoring methods shall be included in the examination announcements. The total value of all questions on any wholly written examination shall be one hundred percent (100%). The total percentage value on any combination of examinations shall be one hundred percent (100%).

- c) No person shall be promoted who has a promotional grade of less than seventy percent (70%), or a promotional examination score of less than seventy percent (70%). If a promotional examination score of seventy percent (70%) is attained, the total percent made upon such examination shall be added to the total number of points allowed for seniority defined as follows. Seniority Points: Points added to a passing score on a promotional examination to arrive at the total examination grade. For Lieutenants seeking promotion to the rank of Captain, these points shall be computed on the basis of one (1) percentage point for each full year of service as a Lieutenant. For Firefighters seeking promotion to the rank of Lieutenant, these points shall be computed on the basis of one (1) percentage point for each full year of service within the Fire Department, to a maximum of ten (10) points.
- d) Each such register shall stand for a period of two (2) years from the date the original promotional eligible list is certified. This 2 year period may not be extended. Additional promotional examinations may be given to supplement a current register which contains less than five (5) qualified persons, and the names of the successful examinees shall be in order behind the existing names on the register. If there is a significant change in special and minimum requirement and qualifications for a position, the Human Resources Director may cancel and terminate an existing eligible register and establish a new register of eligibles. The establishment of a new register shall require a new application and examination of each applicant.

#### SECTION 6. Definitions

Eligible List – A list of names taken from the eligible register, of the top (5) five candidates and ties. Names are listed in rank order according to their final overall score on the promotional testing.

Eligible Register: A register of names of all eligible applicants who have obtained a passing score on the overall examination process, listed in rank order according to their final overall score.

SECTION 7. A committee shall be formed to develop promotional qualification requirements for Fire Lieutenant and Fire Captain. This six-member committee shall consist of one Fire Captain and one Lieutenant, ~~one~~ selected by the Union, and one Fire Captain and one Lieutenant, ~~one~~ selected by the Fire Chief or designee; one representative of the Fire Chief's Management Team; and one representative from Human Resources. The Committee's purpose is to develop and present promotional qualifications for approval by the Fire Chief.

SECTION 8. When changing promotional requirements the City must give a minimum of 2 years prior notice to said change or changes.

#### SECTION 9. Review of testing material

Following the testing, all test participants shall be provided the opportunity to review their test, the scoring and all answers and worksheet materials utilized during the testing to determine areas in which they might need improvement. It is understood that the participant shall not be permitted to copy or photograph the materials and may not take notes during the review. Additionally it is understood that no test materials shall be permitted to leave the control of the City at any time.

## ARTICLE (16)

### HEALTH AND LIFE INSURANCE

SECTION 1. The City will make available the same health and life insurance programs on a group basis to bargaining unit employees as are made available to all other non-managerial City employees. The City reserves the right to reduce or increase the benefits payable under coverages, to alter or cease any coverages, to raise or lower any "out-of-pocket" amounts and to raise or lower any deductibles and otherwise determine the coverage to be made available and the premium costs of the same, provided that such benefits, coverages, amounts and deductibles remain the same as those made available to all other non-managerial City employees.

SECTION 2. The insurance programs will be optional to all eligible employees. For those employees electing to participate in the program, the City will make contributions towards the cost of such insurance, in the same amounts as it makes for all other non-managerial City employees. Those employees who elect to participate in the City's group insurance programs will pay a share of the total premium through deductions from payroll, for the cost not paid by the City.

SECTION 3. The Union will be notified of any change in insurance carriers, nature or scope of coverage or amount of coverage and increased amounts to be paid by employees under this Article. The City reserves the right to terminate the group insurance program or any part thereof for all City employees at any time with prior notice to the Union.

SECTION 4. Upon notification by the Union, in its sole discretion, the City shall exclude all bargaining unit employees and Fire Department uniformed retirees from the City's group health and life insurance programs, and will cease deducting employee and retiree insurance premium amounts from compensation checks; the City will, in such event, make contributions towards the cost of such alternative insurance as the Union may designate, in the same amounts as the City contributes for all non-managerial City employees and retirees respectively, for each employee and retiree participating in such alternative insurance. Provided, however, that such notification must be given no less than ninety (90) days prior to the contract renewal date of the City's group health and life insurance programs.

## ARTICLE (17)

### LIFE INSURANCE BENEFITS

SECTION 1. The City will provide members of the bargaining unit those life insurance and death benefits for survivors as required by Federal and State laws. Additional life insurance may be purchased by members of the bargaining unit, under the City's group policy, with the employee paying the cost and those additional benefits shall be portable after 10 years of service, at the employee's continued expense, upon separation from the City.

SECTION 2. The voluntary life insurance benefit (currently provided by American General) shall be portable, at the employee's continued expense, upon separation from the City. Additionally the life insurance benefits (currently provided by Sun Life) shall be portable, at the employee's continued expense, upon separation from the City provided the employee has vested in the benefit through the completion of 10 years of service with the City prior to separation. No life insurance benefit shall be portable for employees who are terminated.

SECTION 3. Notwithstanding anything contained herein, the City will endeavor to maintain the provisions of this Article but the portability of life insurance benefits shall be subject to the insurance contract between the Life Insurance Company and the City.

ARTICLE

(18) TRAINING

NG

SECTION 1. When employees attend required training, they will be compensated in accordance with the provisions of the Fair Labor Standards Act.

SECTION 2. Training will be deemed to be required only when an employee is given a direct order by the Fire Chief or his/her designee to attend training. Thus, if the City merely advises employees of available training courses and offers to pay all or part of course tuition, but does not order an employee to attend the courses, any employee attending courses will be engaged in voluntary training, and thus will not be engaged in compensable work hours.

ARTICLE

(19) MILEAGE

E

SECTION 1. Employees who are ordered to report to another station after reporting to their regular duty station, and use their personal vehicle for transportation to the other station, will be eligible for mileage reimbursement at the rate as approved by the Florida Department of Management Services for the number of miles driving the most direct and shortest route from their regular duty station to the other assigned station. This rate changes from time to time, and it is agreed that it shall be changed as may be necessary during the term of this Agreement without collective bargaining on the subject.

SECTION 2. Mileage will not be paid for the trip from the employee's home to the employee's assigned place of duty, or from the assigned place of duty to the employee's home.



ARTICLE

(20) UNIFORMS

MS

SECTION 1. Bargaining Unit members will be allowed to select any number or arrangement of uniform articles from a menu of department approved items, up to an allowed amount of \$ 350.00 per fiscal year. The City agrees to continue its practice of furnishing uniforms for newly-hired bargaining unit employees to include three (3) dress shirts, three (3) uniform pants and four (4) tee-shirts and shoes and a jacket.

Except when members are on Building Survey, Home Safety Survey, Lecture and Demonstrations, Station Tours or otherwise meeting the Public in a non-emergency fashion, they will be allowed to wear the uniform t-shirt provided. It shall be the obligation of each employee to maintain such items in good and presentable condition. All Fire Department personnel shall wear currently issued uniforms. Obsolete uniform clothing shall not be worn on duty by Fire Department personnel. It shall be the obligation of the City to replace torn or damaged articles as deemed necessary by the Fire Chief or his designee. The selections will be based on their individual needs in order to maintain a complete set of serviceable uniforms. Deviation from the allotment will be at the discretion of the Fire Chief. All Bargaining Unit members will be allowed to begin purchasing dress (Class A) uniform items within their annual allotment.

Any additional costs related to the issuance of plus size uniforms will be borne by the Fire Department. Paramedic and EMT patches are considered optional and the cost associated with these items will be borne by the member.

Collective Bargaining Unit members may substitute items on the approved uniform clothing list for other approved uniform clothing items offered by the same department contract vendor not to exceed the total uniform allowance per employee per year. The type and quality of uniform will be determined by the City.

SECTION 2. Protective clothing and other equipment required by the City to be worn or carried by employees shall be furnished by the City outside the uniform allowance provided for in Section 1 above, the type and quality to be determined by the City. Replacement of protective clothing and equipment will be determined and implemented in the exclusive judgment of the Fire Chief. Protective clothing and other equipment, when provided, must be used. Neglect or failure by an employee to obey safety regulations or to use or maintain the safety equipment furnished by the City shall be basis for disciplinary action.

SECTION 3. No article of clothing or equipment provided for herein shall be utilized during off-duty hours, except as authorized by the Fire Chief or his designee.

## ARTICLE

### (21) PERSONNEL

#### FILES

SECTION 1. An employee has the right to examine his or her own personnel file in the presence of the Chief Human Resource Director or his/her designee. Employees are responsible for providing any document such as birth certificates or records of educational courses completed which should be part of their personnel files.

SECTION 2. Disciplinary documents, such as letters of reprimand, counseling letters, suspensions and fines, and performance related correspondence such as performance appraisals and letters of correction and commendation, shall be read and signed by the employee. Employee signatures on such documents do not imply agreement with the document; rather, it is simply an acknowledgment of the document in the employee's personnel file.

SECTION 3. The employee is responsible for providing current address and telephone information to the Fire Department.

## ARTICLE (22)

### WATCH EXCHANGE

The City retains the right to determine and modify organizational structure; to select, direct, transfer, assign and determine the personnel for each watch and station. However, fire suppression employees may exchange watches on a voluntary basis, with the watches to be “repaid” within one year, provided that a minimum of 48 hours prior notice is given. A swapped watch shall count as time worked for the individual normally scheduled for the watch, rather than for the individual who actually works the watch, as provided under the Fair Labor Standards Act. There will be no voluntary exchange of shifts by bargaining unit employees without express permission of the Fire Chief or his designee.

ARTICLE (23)

WORKER'S COMPENSATION

The City will provide bargaining unit employees Worker's Compensation benefits under the conditions set forth in the City's Human Resources Manual dated October 19, 2020 and in accordance with the State Statute, Chapter 440 and/or Florida Administrative Code 69(l).

## ARTICLE (24)

### MILITARY LEAVE

SECTION 1. Military leave is administered in accordance with State and Federal law and is considered as any leave necessary to fulfill military obligations with a branch of the Armed Forces of the United States. Only branches of the Armed Forces, which are, or usually serve as, combat units are to be considered.

#### a. Extended Military Leave

Persons will be granted extended military leave will forfeit all employee benefits while on active duty, but will be accorded reinstatement or reemployment privileges, as required under and in accordance with Florida Statutes 295.095 and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Extended military leave will be granted upon the following conditions:

- (1) The employee has received notification from proper authority to report for active duty with the Armed Forces.
- (2) The official notice of induction, or recall, into active duty, or a verified copy of same, must be presented to the Human Resources Department within five (5) days of receipt by the employee. A record of this notice is to be recorded in the employee's file.
- (3) Upon honorable completion of military obligations, former employees must present their request in writing to the Chief Human Resources Director within one (1) year of the date of separation from military service to be eligible for reemployment benefits.
- (4) Upon resumption of active employment with the City of Pensacola, the employee will be given credit for acceptable service performed prior to entering the military for seniority purposes, and for pension purposes when the pension law is complied with. Time spent on extended military duty shall count, without loss of personal time off leave, pay, time, or efficiency rating, except in the case of pensions whereby authorized. Said employee shall be given benefit of any range increases granted for the position vacated during military absence.
- (5) Employees on extended military leave are entitled to two hundred forty (240) hours at full pay in any one annual calendar period. In addition, per each military activation the City will:
  - (a) Supplement the employee's military salary to the extent that will equal the amount earned at the time they were called to active duty. The supplement would continue for a period up to six months.

(b) Continue all other employee benefits such as time accrual for purposes of personal time off leave, annual increments, and pensions; insurance and deferred compensation, provided the employee maintains his or her contributions as previously arranged. Benefits would continue for a period up to six months.

b. Military Leave for Training Purposes

- (1) Section (1) of Florida Statute 115.07 requires the City to grant leaves of absence to City employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard without loss of vacation leave, pay, time, or efficiency rating. This leave is required on all days during which the City employee is engaged in training ordered under the provisions of the United States military or naval training regulations regardless of whether they are assigned to active or inactive duty.
- (2) Florida Statute 115.07 gives a maximum period of two hundred forty (240) hours in any one annual calendar year period for this type of leave of absence. Administrative leaves of absence of periods in excess of two hundred forty (240) hours are to be without pay.
- (3) Employees requesting leave under these provisions must submit a verified copy of their notification for duty with completed Personnel Leave (PF-301) or (PF 300), to the Fire Chief or designee at least two (2) weeks in advance.

The City reserves the right to amend provisions of this policy, provided that such provisions remain the same as those available to all other non-managerial City employees.

## ARTICLE (25)

### FUNERAL LEAVE

SECTION 1. In the event of a death in the employee's immediate family, which is defined as spouse, parents, step-parents, children, step-children, brothers, sisters, step-brothers, step-sisters, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, aunt or uncle of the employee and of their spouse, or City of Pensacola, Florida Domestic Partnership Registry registered domestic partner of the employee, the employee shall be granted funeral leave. For the purposes of this section, registered domestic partner shall be defined as someone with whom the employee has maintained a strong familial relationship and with whom the employee has cohabitated for a period of five or more years and who is on the City of Pensacola, Florida Domestic Partnership Registry.

SECTION 2. Fire suppression employees may be allowed thirty-six (36) consecutively scheduled hours; fire prevention employees may be allowed three (3) eight hour consecutive calendar days of leave.

SECTION 3. Funeral leave shall be compensated at the straight-time rate of pay for each hour the employee would have worked had the employee not been absent on such leave. The Employer may request verification of the death.

The City recognizes that the above policy does not cover every situation and that the days provided will not necessarily always be sufficient. For this reason employees may, with the approval of the Fire Chief or his/her designee use PTO leave to supplement the funeral leave policy.

ARTICLE (26)

INCENTIVE PROGRAM

SECTION 1. Educational salary incentive compensation for firefighters shall be paid from the general fund of the City.

SECTION 2. Educational salary incentive compensation for firefighters shall be paid only to those uniformed active firefighters, and not to fire pensioners.

SECTION 3. The Fire Incentive Program shall be managed per the Fire Incentive Policy as established and maintained by the Human Resources Department upon the abolishment of the Fire Incentive Board by City Council on August 11, 2016.

SECTION 4. Any unit member at the rank of Professional Firefighter or higher may receive up to one hundred thirty dollars (\$130.00) monthly through the education salary incentive program as follows:

(1) Basic certifications.

- a. Twenty-five dollars (\$25.00) monthly allowance payable after one year on the job and full certification.
- b. Certification indicates that the individual has successfully completed the state requirements for fire as delineated by the Florida Firefighters Standards and Training Council.

(2) Career development.

- a. Twenty dollars (\$20.00) monthly allowance payable for each eighty (80) hours completed of approved courses.
- b. Career development is defined as courses that may be taken which are generally not considered purely academic in nature. The amount indicated does not include the basic twenty-five dollars (\$25.00) monthly allowance for basic certification.
- c. There are three (3) levels within the career development track:
  - 1. Level I. The maximum any Professional Firefighter or Lieutenant (with certification) may obtain by completing the approved courses is forty dollars (\$40.00) monthly; provided, further, that he has never been listed on the roster for promotion within the Fire Department of the City.



2. Level II. The maximum any Professional Firefighter or Lieutenant may obtain by completing the approved courses is sixty dollars (\$60.00) monthly; provided further that he has become eligible and has appeared on the roster for Fire Lieutenant, or above within the Fire Department of the City and has completed approved management courses. Successful completion of management courses without being on or having appeared on the City's roster for appointment to Fire Lieutenant or above will not qualify an individual for this level.

3. Level III. Maximum allowed for Lieutenant or above who has completed approved management courses is eighty dollars (\$80.00) monthly.

(3) Academic development.

a. Academic development denotes the amount paid for an approved associate's degree, bachelor's degree or equivalent. No payment is made if an applicant is hired with one of these degrees until one full year on the job. No payment is allowed until the degree is completed or sixty (60) approved equivalent semester hours are accumulated and presented for certification to the fire education incentive board. The amount indicated does not include the basic twenty-five dollars (\$25.00) monthly allowance for basic certification.

b. Thirty dollars (\$30.00) monthly allowance payable for approved A.A. or A.S. degree, or sixty (60) equivalent and approved hours.

c. Eighty dollars (\$80.00) monthly allowance payable for approved B.A. or B.S. degree. The eighty dollars (\$80.00) is inclusive of the thirty dollars (\$30.00) previously described under subsection (3) b herein.

SECTION 5. The most payable monthly under academic development without any career development courses is:

(1) Associate's degree or equivalent, thirty dollars (\$30.00) plus twenty-five dollars (\$25.00) equals fifty-five dollars (\$55.00).

(2) Bachelor's or higher degree, eighty dollars (\$80.00) plus twenty-five dollars (\$25.00) equals one hundred five dollars (\$105.00). The eighty dollars (\$80.00) is inclusive of the thirty dollars (\$30.00) paid for the associate's degree or equivalent.

SECTION 6. The maximum monthly payment for the educational salary incentive compensation (Sections 1-5 above) is one hundred thirty dollars (\$130.00). This can only be achieved after one full year of service to the City within the Fire Department as a uniformed firefighter, state recognized certification as a firefighter and a combination of career development courses as approved by the fire education incentive board, and at least a two-year college degree.

SECTION 7. Any compensation provided for pursuant to this Article (Sections 1-5 above) shall be offset by the amount of any supplemental compensation received from the state pursuant to F.S. section 633.382.

SECTION 8. Basic Life Support (BLS) incentive: Effective upon full ratification of this Agreement by both Parties, all bargaining unit employees will be eligible to receive a \$1,500.00 pay incentive to their base pay per year for obtaining and maintaining a Florida Emergency Medical Technician ("EMT") Certification. This EMT incentive pay will be payable in equal distributions in their regular payroll checks and will continue through the term of this Collective Bargaining Agreement provided that the employee maintains his/her EMT license in good standing. These payments are pensionable.

ARTICLE (27)

LEGAL COUNSEL

The defense of civil actions against bargaining unit employees shall be governed by the provisions of Florida Statutes 111.07 and 111.071.

## ARTICLE (28)

### OUTSIDE EMPLOYMENT

Employees covered by this Agreement may, upon prior written application and approval by the City Administrator or his/her designee accept outside employment, provided that no such outside employment conflicts with the employees' duties as may be assigned and required from time to time by the Employer, interferes with the availability of the employee for such duties, and does not constitute a conflict of interest. Continued efforts by the City to cooperate with employees in permitting outside employment will not be construed as a waiver of the City's right to require unscheduled overtime and to require that its employees be available for emergency services and other required duties during off-duty hours.

Employees currently engaged in outside employment shall report such employment to the City Administrator within thirty (30) days of the effective date of this Agreement.

Disputes concerning approval or disapproval of outside employment shall be subject to the grievance/arbitration procedure.

ARTICLE (29)

COURT APPEARANCES

An employee required as the result of the work they have performed for the Employer to appear in court, at a deposition, or at any hearing, shall be compensated for the time necessary for such appearance as if such time were time worked under this Agreement.

## ARTICLE (30)

### ACCOMMODATIONS AND MAINTENANCE

SECTION 1. The City reserves the right to determine the accommodations they will provide at each station, including but not limited to kitchen supplies, telephones, cooking equipment, laundering equipment, television, radios.

#### SECTION 2. Common Mess

All stations meals will be conducted under a common mess with contributions by each employee on a shift, even if the employee chooses not to eat the meal.

The City shall not be responsible to collect contributions or contribute to the meal arrangements.

ARTICLE (31)

UNION BUSINESS

SECTION 1. The Union, and all employees covered by this Agreement, shall comply with the requirements and prohibitions of Section 447.509, Florida Statutes, and Section 9-4-3 of the City of Pensacola Code.

SECTION 2. The Union, and all employees covered by this Agreement, agree to comply strictly with the requirements of Chapter 496, Florida Statutes.

## ARTICLE (32)

### BULLETIN BOARDS

SECTION 1. The City agrees to provide space for the Union to erect, at the Union's expense, one bulletin board, not to exceed thirty-six inches (36") by thirty-six inches (36"), at each station. The location of each bulletin board shall be approved by the Fire Chief or his designee. The Union shall be responsible for purchasing and erecting boards.

SECTION 2. These bulletin boards shall be used for posting Union notices, but restricted to:

- a. Notices of Union recreational or social affairs
- b. Notices of Union elections and results of such elections
- c. Notices of Union meetings
- d. Notices of Union appointments and other official Union business
- e. Minutes of Union meetings

All costs incidental to preparing and posting of Union materials shall be borne by the Union. The Union is responsible for posting and removing approved material on designated bulletin boards and maintaining such bulletin boards in an orderly condition.



## ARTICLE (33)

### LAYOFFS AND RECALLS

SECTION 1. The Employer may lay off employees whenever, in its sole discretion, it determines a reduction in workforce to be in the best interests of the City. The City will certify the number of excess employees and classes/ranks to be reduced and/or eliminated.

SECTION 2. For the purposes of this article, reductions and layoffs will be determined by statutory requirement (I.e. veteran preference in retention) and by seniority. The employee standing lowest within the class or rank to be eliminated will be the first reduced in rank. This method of reduction continues until the certified number of employees in the lowest rank has been discharged. When employees have equal seniority within the rank, seniority will next be determined by the length of the employee's continuous service in the Fire Department as shown in the employer's records. An employee's length of service for these purposes is deemed continuous while on leave due to illness, accident, or a status protected by law, such as military service.

SECTION 3. Employees who have been laid off are responsible for maintaining up-to-date information on file with the City, including the address to which a return-to-work notice would be sent.

SECTION 4. Employees will be recalled based on seniority as described above. By certified letter to the address on file, the City will notify a recalled employee at least three (3) weeks prior to the date the individual is to report to work. The recalled employee must respond within three (3) days of notification. The employee may be required to update personal information and to complete an employment screening process to ensure he or she is qualified to return to work.

SECTION 5. Any recalled employee who fails to respond within three (3) days after notification, or fails to comply with these conditions, or fails without an excuse the City regards as reasonable to report for work, shall be considered to have abandoned his/her position.

## ARTICLE (34)

### HOLIDAYS

#### SECTION 1. Personal Holidays

Employees will receive two twenty four (24) hour days, of personal holiday time per year. At least one 24 hour personal holiday must be taken prior to July 1st of each year. If this day is not taken, then the day will be forfeited. These personal holidays may be taken up to but no later than December 31st of each year. Approval must be granted by the Fire Chief or his/her designee. Such approval shall not be unreasonably withheld.

However, in the first year of employment individuals who start working during the month of January, February and March will receive two personal holidays; those hired from April 1st through September 30th will receive one personal holiday; and those hired from October 1st through December 31st will not receive any personal holidays until January of the following year.

#### SECTION 2. Holiday Pay

Effective upon ratification of this Agreement, all bargaining unit members shall be paid twelve (12) hours holiday pay at the overtime rate of time-and-one-half their regular rate of pay for New Year's Day; Martin Luther King Jr. Day, Memorial Day; July 4<sup>th</sup>; Labor Day; Veteran's Day; Thanksgiving Day, the Day After Thanksgiving; and Christmas Day.

#### SECTION 3. Anniversary Personal Holiday (PH)

Employees shall receive 24 hours of anniversary holiday personal leave for the completion of each five years of service to the City during their career. Anniversary PH hours shall be awarded in the employee's fifth year anniversary month. Anniversary PH hours must be used within 12 months of being earned.

## ARTICLE (35)

### VACATION SCHEDULE

#### ANNUAL SELECTION

SECTION 1. Each month will be segmented into two vacation periods, each containing six vacation slots being five shifts in length (approximately two weeks). There may be two (2) Fire Captains, or two (2) Fire Lieutenants or one (1) of each rank; and two (2) Lieutenants or two (2) Firefighters per watch on vacation during each vacation slot at the same time.

SECTION 2. The selection process will be as follows: Employees within each watch will choose their first vacation by rank. Fire Captains, will choose by seniority in rank, followed by Lieutenants and then Professional Firefighters. Within each rank, selection will be made by seniority in rank. Fire Captains and Fire Lieutenants on the same watch, stationed at single truck stations, may not choose coinciding vacation slots, except with approval; of the Battalion Chief.

After all employees have made their first selection, employees shall choose their second and third vacation under the same terms and conditions of the first selection.

#### REMAINING VACATION SELECTION

SECTION 3. After all first, second and third selections have been completed; if there are available remaining open vacation slots of the initial six that were available daily, employees shall be permitted to take PTO as vacation leave on a day-by-day and first-come, first-approved basis with approval of the Battalion Chief provided the request is made to the Battalion Chief not later than 7:00am the morning of the shift for which the employee requests to utilize the leave.

For purposes of this Article, employees on other forms of leave (i.e. funeral leave, administrative leave, union leave, pension school leave, PTO as sick leave, personal holiday, anniversary personal holiday, special assignment, workers compensation leave, military leave or, leave of absence etc.) shall not be counted against the six available daily slots that are available for bargaining unit members to utilize PTO as vacation.

## ARTICLE (36)

### LEAVE PROGRAMS

#### SECTION 1. Personal Time Off -Leaves of Absence.

Personal time off (PTO) is established for the purpose of providing employees leave for a variety vacation, personal business, illness, medical or dental appointments, and family. It replaces leave formerly known as sick and annual leave.

##### (1) Employee responsibility.

Employees are required to arrange and obtain prior/advance approval of personal time off leave. In the case of illness, supervisors may consider same day request.

a. In any case of absence on account of illness, an employee may be required by his department to file a doctor's certificate with the city clinic, and all absences due to illness or injury of more than three (3) days' duration shall require the employee to provide a doctor's certificate to the City Clinic stating:

1) The nature of illness or injury;

2) That the employee was incapacitated for work for the duration of his absence;

3) The employee is physically able to return to work and perform his duties;

4) That the employee has no contagious disease, which would jeopardize the health of other employees.

b. If an employee is habitually or chronically absent, a supervisor may require medical evidence to be provided to the City Clinic concerning any illness or injury beginning with the first day of absence.

c. If an employee is absent and an excuse is felt necessary, the Fire Chief or designee may request the City Nurse to verify the reason for absence.

##### (2) Record keeping.

No employee will be granted personal time off leave unless the time requested has already accrued prior to the leave period. Personal time off leave request shall be for a period of not less than one (1) hour and shall be in increments of not less than one (1) hour.

(3) Accrual of time.

Employees covered by this agreement will be credited thirty eight (38) hours personal time off for each month of service.

(4) Separation from service.

Employees who are separated from the service of the city in good standing by retirement, resignation, or layoff shall be paid the balance of their accrued PTO, but such pay shall not exceed the maximum of seven hundred twenty (720) hours. In no case shall an employee be paid against whom disciplinary action is being taken or is otherwise leaving city employment not in good standing.

SECTION 2. Leave Sharing Program

A leave sharing program is hereby established for all employees. The City Administrator shall establish the procedure by which the Chief Human Resources Director shall administer the leave-sharing program. This leave-sharing program shall be administered in keeping with the area practices and within the financial limits as set forth by the council. Unless otherwise provided for by the council or by law, shared personal time off (PTO) leave of more than 30 days shall be considered non-salaried supplement, and shall not be utilized in the calculation of pensions, deferred compensation(s), longevity and other benefits.

a. Scope and Purpose

The leave sharing program will allow employees to donate unused Personal Time Off (PTO) leave to co-workers who are seriously ill or have family members who are ill, and have exhausted their own leave.

This leave-sharing program operating on a case-by-case donation basis encourages employees with unneeded leave to donate leave to employees coping with personal tragedy.

b. Eligibility

The employee requesting donations of leave must have:

- worked for a minimum of six (6) months; and
- exhausted all earned leave.

c. Leave Use

Request for leave can be made for:

- the employee's own serious health condition as defined by the federal Family and Medical Leave Act, or
- the serious health condition of a family member, defined, as spouse, children, stepchildren, parent, stepparent, brothers, sisters, stepbrothers, stepsisters, mother-in-law, father-in-law, grandparents, grandchildren, aunt or uncle.

#### d. Leave Donation Restrictions

Employees can donate up to half the leave they have available in their PTO and Auxiliary PTO accounts. Employees may receive up to six (6) months maximum of donated leave. Donated leave of more than 30 days will be considered a non-salaried supplement and shall not be utilized in the calculation of pensions, deferred compensation(s), and accrual of time credited to an employee's longevity. The city will continue to pay their portion toward the group insurance plans, social security replacement, and longevity pay. Donated leave is not considered time worked, and the employee receiving the donation will not accrue leave in their PTO account while on donated leave. Donated leave must be submitted in advance for use and cannot be used retroactively.

#### e. Administration

An employee donating leave must complete a leave transfer form (PF-306) and turn the form into the Chief Human Resources Director for verification of leave balance. This form will be forwarded to the Financial Services Department for processing. Employees receiving leave will be awarded leave hours based on the "cash value" of the donated leave.

#### f. Tax Treatment

Employees who donate leave are not subject to any taxes because of their donation. However, employees who receive donated leave are subject to regular income tax and it will be reported as income.

### SECTION 3. Leave Accrual

The PTO leave balances for members of the bargaining unit shall be compensated by the City from a maximum accumulation of 720 hours. Hours accumulated above 720 will not be compensated. Hours that are accumulated in excess of 720 hours per year will be transferred to an auxiliary leave account, restricted for FMLA leave use.

ARTICLE  
(37) PENSION  
NS

SECTION 1. The Firefighters' Relief and Pension Fund shall be administered according to State Law and City Ordinance.

SECTION 2. Firefighters' Relief and Pension Fund Changes:

The Union agrees to cooperate with the City of Pensacola in making the following changes to the existing Firefighters' Relief and Pension Fund provisions as soon as practical:

OT TOWARDS PENSION

- Overtime (300 Hours): Effective upon full ratification of this Agreement by both Parties and adoption by the Florida State Legislature, all bargaining unit employees will be eligible to have up to 300 overtime hours per year (including additional regular pay) included in their pensionable income. The pensionable OT cap DOES NOT include OTA.

CALCULATION OF FINAL COMPENSATION FOR PENSION

- Those employees with 20 years or more of service as of June 10, 2015 continue with calculations of average final compensation based on best 2 out of the last 5 years.
- Those with less than 20 years of service as of June 10, 2015 will have their average final compensation for pension calculated based on best 5 out of the last 5 years.

CITY DROP PROGRAM

For purposes of this article only:

- Those employees in the DROP or entering the DROP on or before June 10, 2015 will continue to receive status quo.
- Those employees who enter the DROP AFTER June 10, 2015 will receive a 1.3% guaranteed rate of return on their DROP monies BUT will NOT receive COLA on their DROP funds / pension while participating in the DROP.

COLA FOR FUTURE RETIREES

Those employees participating in the DROP on or BEFORE June 10, 2015 will continue to receive status quo with respect to COLA adjustments on post-DROP retirement benefits.

- Those employees entering the DROP AFTER June 10, 2015 will be eligible to receive UP TO a maximum 2% annual COLA on their post-DROP retirement benefits (using the same formula that has always been used)
- Employees hired AFTER June 10, 2015 will be eligible to receive UP TO a maximum 1.25% COLA on their post-DROP retirement benefits (using the same formula that has always been used.)

## SPOUSAL BENEFIT & SOCIAL SECURITY REPLACEMENT

- Joint and Survivor Benefit: Effective upon full ratification of this Agreement by both Parties and adoption by the Florida State Legislature, all bargaining unit employees will be eligible for a Joint and Survivor Benefit pension benefit of a 75% joint and survivor annuity.
- Remarriage of Surviving Spouse: Effective upon full ratification of this Agreement by both Parties and adoption by the Florida State Legislature, pension benefits will continue to be paid to the surviving spouse of a deceased retiree upon remarriage of the surviving spouse.

## PENSION CONTRIBUTIONS

- Pension contributions for ALL employee, including those hired in the future will remain at 11%.

## MILITARY BUY BACK

- The City will continue to offer an actuarially determined cost-neutral Military Buy-Back Plan that is commensurate with the Plan offered to the City's Police Officers.

All other portions of the existing Chapter 175 pension plan shall remain unchanged.

SECTION 3. The Officers of Local 707 will cooperate with the City's representatives in meeting with members of the Legislative Delegation in an effort to get the above provisions approved by the State Legislature during the 2021 State of Florida Legislative Session. This cooperation may include meetings with elected officials at their offices in and around Pensacola, meetings with elected officials at their offices in Tallahassee, drafting letters of support and seeking the assistance of Officers of the Florida Professional Firefighters in getting the necessary legislation passed during the 2021 Legislative Session.

SECTION 4. Pursuant to Florida Statute 175.351 the Firefighters; Relief and Pension Plan will provide for a 401 Deferred Contribution Plan with the Firefighters' Relief and Pension Plan. Pursuant to Florida Statute 175.351 mutual consent is required for deviations from the default rules on the uses of premium tax revenues. The Firefighters' Relief and Pension Plan states the following use of the insurance proceeds in Article VI Section 4(b). "By the net proceeds of the 1.85-percent excise or license tax levied and collected under the authority of chapter 19112, Laws of Florida, 1939, as amended, which may be imposed by the City of Pensacola upon certain insurance companies or other insurers against loss by fire and tornado on their gross receipts of premiums from holders of policies, which policies cover property within the corporation limits of such municipality, or any additional amount that may hereafter be levied and collected. This revenue shall be used first to fund the cost-of-living adjustment provision, then the benefit for seventy-five (75) percent of compensation with twenty five (25) years of service on normal pension benefits, and then any remaining amount shall be used for the remaining benefits of the plan. If the receipt of this money is not sufficient to pay all benefits of the plan, nevertheless, all benefits of the plan shall be paid." As a part of the contract both parties mutually consent to the use of insurance proceeds and any accumulated insurance proceeds balance (reflected in the Firefighters' Relief and Pension Plan actuarial valuation) as stated in this paragraph.



## ARTICLE (38)

### SECTION 125 PLANS

SECTION 1. The City will make available a Section 125 plan on a group basis to bargaining unit employees to the same degree that such a plan is provided to other non-managerial City employees.

SECTION 2. The City reserves the right to terminate or alter provisions of the Section 125 plan or any part thereof for unit members on the same terms as all other City employees, but agrees to provide the Union notice and an opportunity for the Union to request and participate in impact bargaining before the change is made.

SECTION 3. The wages of employees for pension contributions and pension benefit purposes will be based on the gross wages, before the Section 125 redirection.

SECTION 4. Nothing herein, or in the Section 125 plan, except requirements established by the Internal Revenue Service governing the administration of such plans, shall affect the provisions for Health and Life Insurance under Article XV.

SECTION 5. If the City implements a Retirement Health Savings Plan during the life of this contract the collective bargaining members will be eligible at implementation date.

## ARTICLE (39)

### DEFERRED COMPENSATION

SECTION 1. Bargaining unit members will be eligible to participate in the deferred compensation program, as established under Article IV Deferred Compensation Plan, Division 1. "For Non-Social Security Participants employed since January 1, 1960" of the Pensacola Code, as it conforms to Section 457 of the U.S. Internal Revenue Code, provided that the City will make no contributions to the deferred compensation account of any employee participating under this plan.

SECTION 2. Any employee under this collective bargaining agreement will be allowed to enter the plan at each annual enrollment period.

## ARTICLE (40)

### BENEFIT MEETINGS

SECTION 1. Upon request of the Union, representatives of the Human Resource Department will have the opportunity to meet with bargaining unit members to explain to them the provisions of the benefit programs adopted by this bargaining agreement. The times and places for these presentations will be scheduled in coordination with the Fire Chief during scheduled work hours.

## ARTICLE (41)

### FAMILY LEAVE

The City will comply with the Family Medical Leave Act. The Fire Chief will work closely with the Chief Human Resources Director, on a case-by-case basis, to determine if a reasonable amount of additional time beyond FMLA benefits is justified to allow the employee to return to full duty work.

## ARTICLE (42)

### MINIMUM STAFFING

SECTION 1. MINIMUM STAFFING – The City agrees to maintain the following minimum levels of daily staffing in the fire department:

- A. 5 Engines each staffed as follows:
  - 1 Captain or Acting Captain
  - 1 Lieutenant or Acting Lieutenant
  - 1 Firefighter
- B. 1 Engine (Engine 4) staffed as follows:
  - 1 Captain or Acting Captain
  - 1 Lieutenant or Acting Lieutenant
  - 2 Firefighters
- C. 2 Ladders each staffed as follows:
  - 1 Captain or Acting Captain
  - 1 Lieutenant or Acting Lieutenant
  - 1 Firefighter

In addition, the City shall maintain one Battalion Chief and two full time professional fire personnel for a total of twenty-eight (28) full-time personnel to be staffed each day.

Apparatus staffing levels may be temporarily reduced during times when an Engine or Ladder is placed out of service temporarily for maintenance or training and shift personnel may be temporarily reassigned or deployed in other response capacities for special events, marine/water emergencies etc. provided these periods of time do not exceed four (4) hours.

### SECTION 3. HAND-HELD RADIOS

The City agrees to provide each on-duty Firefighter, Lieutenant and Captain a hand-held radio while on duty with the City.

### SECTION 4. SUNSET PROVISION

Notwithstanding Section 2 of Article 53, this Article 42 will expire on October 1, 2023, which is the end of the term of this collective bargaining agreement as defined in Article 53, Section 1 herein.

## ARTICLE (43)

### IAFF ACTIVITIES

The Employer will grant three hundred (300) hours annually for use as IAFF Pool Time. Members of the bargaining team may arrange swaps for any hours above the three hundred (300) hours. This time shall be used for the purpose of attending or handling a grievance meeting, negotiating session, arbitration, or attendance at IAFF functions. Approval of such time shall be authorized by the IAFF President, Vice-President, Treasurer, or Secretary. Time will be charged in increments of one (1) hour. The IAFF may rollover not more than a total of three hundred (300) unused hours to subsequent contract. Employees receiving leave will be awarded leave hours based on the "cash value" of the donated leave.

ARTICLE (44)

PRINTING OF AGREEMENT

The City will furnish one (1) copy of the final signed and fully executed agreement following ratification by the City Council to the Union.

## ARTICLE (45)

### ANNUAL MEETING

The Union Executive Board shall meet on an annual basis for a maximum of one (1) hour, during the first 10 days of August each year with the City Administrator and the Chief Human Resources Director to discuss issues that may benefit both the City and the collective bargaining unit.



## ARTICLE (46)

### EMPLOYMENT OF RELATIVES

The purpose of this policy is to allow all candidates an equal opportunity for employment and advancement with the City of Pensacola, while prohibiting favoritism and avoiding conflicts of interest regarding relatives of employees.

#### Definition:

Relatives are defined as: father, mother, son, daughter, brother, sister, uncle, aunt, grandparent, grandchild, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister or registered domestic partner and their family as defined in Article 25.

#### Prohibited Relationships

1. Appointing authorities may not appoint, employ, promote, transfer, or advance any relative in or to a position where the appointing authority exercises jurisdiction or control.
2. The appointment, employment, promotion, advancement, or transfer of a relative into any division, activity, or section is prohibited if the action creates a relationship where a relative would supervise (directly or indirectly), make or influence personnel decisions concerning a relative, or creates a conflict of interest or the appearance of a conflict of interest. Prior to relatives being employed in the same career ladder or series, one must be enrolled in the city's Deferred Retirement Option Plan (DROP).

This rule does not prohibit continued employment of employees becoming relatives by marriage while working in the same division, activity, or section, so long as a prohibited relationship is not created.

Appointment, employment, promotion, advancement, or transfer of relatives within a division, activity, or section must be specifically authorized by the City Administrator.

SECTION 47  
DRUG FREE WORKPLACE

Members of the collective bargaining unit agree to be active participants in the City's drug-free workplace program and comply with the drug-free workplace policy. The Employer's policy is to employ a workforce free from the use of illegal drugs either on or off the job, and free from alcohol in the workplace. Any employee determined to be in violation of this policy is subject to disciplinary action up to and including termination, even for the first offense. It is a Standard of Conduct of the Employees of this Employer that employees shall not use illegal drugs or abuse legal ones. In order to maintain this standard, the Employer shall establish and maintain the programs and rules set forth here.

Testing to be included in this provision includes the following situations:

1. Pre-hire testing of all new safety sensitive employees.
2. Testing of active safety sensitive employees randomly as directed by the City Clinic. Lists are to be produced monthly and shall include all "certified" personnel in the fire department from the rank of Fire Chief and below. Lists will be generated and managed through the City's third party testing center. Random lists are not to include more than 5% of the total number of active participants in the fire department at the time of the list generation.
3. Routine fitness for duty tests as directed by the City Clinic.
4. Reasonable suspicion testing in accordance with the City's Drug Free Workplace policy in effect on the date of ratification of this agreement.
5. Post-accident. Any employee of the collective bargaining unit involved in an accident while at work. This includes both accidents that result in personal injury as well as any accidents that occur while the employee is driving a City vehicle. The employee should contact their supervisor or the City Clinic immediately following an accident to make sure required alcohol and drug testing procedures are followed.
6. Return-to-duty and follow-up testing in accordance with the City's Drug Free Workplace Policy.

Applicants and/or Employees who are directed by the City Clinic staff or supervisor to report to the Clinic or an approved collection facility for a drug/alcohol test and refuse to take a drug or alcohol test may result in a refusal to hire and/or termination; the employee forfeiting his or her eligibility for medical or indemnity benefits under State Worker's Compensation; and is cause for disciplinary action up to, and including, dismissal of the employee which may also cause denial of Unemployment Compensation.

It is the Employer's policy that an employee found with the presence of illegal drugs and/or alcohol in his/her system, in possession of, using, selling, trading, or offering for sale illegal drugs during working hours, at government functions, or on City premises (including parking lots) may be subject to disciplinary action up to and including discharge. The use of any over the counter products that contain illegal drugs is expressly prohibited. Anyone observing a violation of this policy must report it to his or her immediate supervisor, and that violation be reported to the Fire Chief.

Drugs prescribed by the employee's physician may be taken during work hours. The employee should notify the supervisor if the use of properly prescribed medication will affect the employee's work performance. Abuse of prescription drugs will not be tolerated.

As a condition of employment, employees must abide by the terms of this policy and must notify the Employer in writing of any conviction of a violation of a criminal drug statute immediately and/or as soon as possible based on the factors involved in the situation but to be reported PRIOR to the employee returning to work.

All provisions contained in the City's Drug Free Workplace and Vehicle Use Policies (in effect on the date of the ratification of this Agreement) are incorporated in this Article unless specifically addressed herein.

## ARTICLE (48)

### SAFETY COMMITTEE

The City agrees to the formation of safety committees which will conform to the requirements of Chapter 633, Florida Statutes. The committees will have the following features:

- There will be one safety committee, composed of members appointed by the Battalion Chief of each watch and a fourth member appointed by the Union.
- The function of the safety committee will be in conformance with the rules and regulation promulgated by the Division of State Marshal.
- The Fire Chief or his designee will confer with the safety committee.

ARTICLE (49)

OPEN ARTICLE

ARTICLE (50)

CONTRACT REOPENERS

There shall be no Contract Reopeners during the term of this agreement.

## EDUCATIONAL REIMBURSEMENT PROGRAM

### SECTION 1. PURPOSE

The educational reimbursement program encourages personal development through formal education so that employees can maintain and improve job related skills or enhance their ability to compete for reasonably attainable jobs within the City of Pensacola. Individual courses that are part of a degree, licensing, or certification program must be related to the employees current job duties or a foreseeable future position. The City of Pensacola will reimburse employees for the costs of obtaining undergraduate or graduate degrees in accordance with the provisions of this policy. Employees should contact Human Resources for more information about educational reimbursement.

### SECTION 2. FUNDING LIMITS

The City shall provide bargaining unit members with a pool of money available for educational reimbursement (in accordance with this policy) that shall be capped at \$ 40,000 per fiscal year. It is understood that these funds will be available on a first come, first serve basis and there shall be no reimbursement for that fiscal year after the annual \$ 40,000 funding has been exhausted for that year.

Reimbursement will be available during each fiscal year for courses that have a COMPLETION date between October 1<sup>st</sup> and the following September 30<sup>th</sup> for that fiscal year. There shall be NO reimbursement for any courses that had a completion date prior to October 1, 2020.

### SECTION 3. APPLICATION

Employees seeking educational reimbursement for completion of a certification course that is listed on the pre-authorized list must submit a copy of his or her final grades/certificate of completion within forty-five (45) days of completion of the course, to the Fire Chief or designee to be forwarded to the Chief Human Resources Director for final review and payment. The employee also must submit a receipt issued by the educational organization indicating the class has been paid in full and there is a zero balance due. The employee is responsible for ensuring there is money available from the annual reimbursement allotment. Employees participating in pre-authorized training courses both acknowledge and understand that they will not be reimbursed for courses beyond the allotment of funding establish for the education reimbursement benefit. The pre-authorized list of eligible courses will be mutually agreed upon by City management and the union. Courses will not be added or removed without mutual consent of the Chief Human Resources Director, the Fire Chief, and the union president.

Employees requesting educational reimbursement for courses not listed on the pre-authorized list must, prior to registration, submit an application for reimbursement on the Application for Education Benefits Form (PF-202), to the Fire Chief or designee for approval prior to class registration. Each course must be part of a curriculum related to an employee's present position with the City or a reasonable promotional objective as determined by the Human Resources Director. Once this determination has been made, then the approved request form (PF 202) will be submitted by the Fire Chief or designee to the Human Resources Division, before course registration commences.

In order to receive reimbursement, an employee must submit a copy of his or her final grades within forty-five (45) days of completion of the course, to the Fire Chief or designee to be forwarded to the Chief Human Resources Director for final review and payment. The employee also must submit a receipt issued by the educational organization indicating the class has been paid for and there is a zero balance due.

When an employee has received advance approval for education reimbursement, following the receipt of grades at the end of a course, the employee must have achieved a grade of "C" or better; however, an employee will not receive reimbursement by the City for any course for which the employee has also received reimbursement or payment from any other source.

The City encourages all employees to utilize courses offered by the University of West Florida or Pensacola State College. Approved reimbursement will be made at the prevailing hourly course rate for "in state" students, utilized at the University of West Florida or at Pensacola State College, respectively.

Employees who otherwise meet the educational reimbursement criteria set forth above but who elect to attend a college or university other than the University of West Florida or Pensacola State College may receive reimbursement in an amount not to exceed the higher rate of the University of West Florida or Pensacola State College. If attending a college or university that allows a deferred payment plan, the employee is responsible for any payment to that institution exceeding the cost set forth in the above criteria. The City will not be responsible for payment to that institution, if the rate exceeds the prevailing "in state" rate of the University of West Florida or Pensacola State College.

#### SECTION 4. REPAYMENT OBLIGATIONS

Employees seeking to receive educational reimbursement from the City of Pensacola shall accept a contractual employment condition obligating the employee to remain in the employment of the City of Pensacola for a period of six months for each 15 hours of paid reimbursement. This obligation shall be cumulative in nature. Employees who voluntarily sever employment with the City of Pensacola prior to fulfilling the employment obligations set forth above shall reimburse the City of Pensacola for any remaining balance of educational reimbursement, and employees will be obligated to consent to pay such balance from any funds in the possession of or managed by the City of Pensacola before any remaining balances are paid to the terminating employee.

Employees receiving tuition payment for vocational credits such as enrollment in the fire academy are subject to a repayment agreement to be executed by the employee prior to entering into the vocational education program. In the event that such an employee should voluntarily terminate his or her employment with the City within two (2) years of receipt of amount paid by the City to attend the fire academy, the employee shall be contractually responsible for repayment to the City of the cost incurred to attend such school. Employees will be required to consent in advance to allow the City to recoup such funds from any funds in the possession of or managed by the City of Pensacola prior to the employee receiving the balance of such funds after reimbursement has been made.

#### SECTION 5. EDUCATIONAL REIMBURSEMENT BENEFITS

Required Courses: The City will reimburse 100% of tuition books, and fees for any employee attaining a "C" grade or better in a course that is required by the City. Upon completion of the course, all books or course material will become property of the City.



Voluntary Job-Related Courses: The City will reimburse 100% of the tuition up to the prevailing in state rates at either Pensacola State College or University of West Florida, only for any employee who voluntarily takes a course which is directly related to their job, and who attains a "C" grade or better in the approved course. The Fire Chief or his designee will be the signing authority on determining if a course is job related, along with review by the Chief Human Resources Director for reimbursement purposes.

Non-Job Related Courses: The City will reimburse 50% of tuition only for any employee who voluntarily takes a course and who attains a "C" grade or better even though that course is not job related.

High School Diploma: Any employee wishing to obtain their high school diploma or G.E.D. will be reimbursed 100% for any tuition, book or fee expenses they may incur.

Tax Status: All educational reimbursements are subject to income tax laws and regulations as determined by the Internal Revenue Service. Employees may have to report any amounts received under the Educational Reimbursement Plan as taxable income.

## ARTICLE (52)

### ENTIRE AGREEMENT

SECTION 1. This Agreement constitutes the entire agreement between the City and the Union. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. If, at any time during the term of this Agreement, the parties arrive at any agreement which adds to, deletes, or waives any of the terms of the Agreement it will be reduced to writing and signed by both parties.

SECTION 2. This Contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

ARTICLE (53)

TERM OF AGREEMENT

SECTION 1. This Agreement shall be in full force and effect from 12:00 a.m. October 1, 2020 through 11:59 p.m. October 1, 2023.

SECTION 2. With the exception of Article 42 herein, if no new or successor agreement has been reached by October 1, 2023 , then this Agreement will stay in effect until a new contract is ratified.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and representatives.

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
President IAFF Local 707

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Vice President IAFF Local 707

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

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

THE DATE OF RATIFICATION OF THIS CONTRACT IS: \_\_\_\_\_

Final Agreement - City of Pensacola and IAFF Local 707

# APPENDIX

- Annual Performance Evaluation Form
- Performance Evaluation Instructions
- Performance Plan Feedback Worksheet
- Memo for Record Form
- Memo for Record Example

**Pensacola Fire Department**  
Annual Performance Evaluation

Evaluation Period: \_\_\_\_\_ – \_\_\_\_\_



Last Name	First Name	MI	Rank	Years of Service	Date

Refer to: *Performance Evaluation Instructions*

**SCORING NOTES:** Provide examples/descriptions and documentation for all "Exceptional" (5), Exceeds Expectations (4), "Does Not Meet Expectations" (2), and "Unacceptable" (1) scores. "Does Not Meet Expectations" (2) and "Unacceptable" (1) scores require a written *Performance Improvement Plan* approved by the Battalion Chief.

**Professional Standards** (25% of score)

Consider compliance with directives and policies, and professional behavior.

- ☐ 5 – Exceptional
- ☐ 4 – Exceeds Expectations
- ☐ 3 – Meets Expectations
- ☐ 2 – Does Not Meet Expectations
- ☐ 1 – Unacceptable

\_\_\_\_\_ x .25 = \_\_\_\_\_  
Above Score                      Weighted Score

**Safety** (25% of score)

Consider compliance with safety directives, as well as job preparation.

- ☐ 5 – Exceptional
- ☐ 4 – Exceeds Expectations
- ☐ 3 – Meets Expectations
- ☐ 2 – Does Not Meet Expectations
- ☐ 1 – Unacceptable

\_\_\_\_\_ x .25 = \_\_\_\_\_  
Above Score                      Weighted Score

**Teamwork & Initiative** (20% of score)

Consider interactions and willingness to work with others, as well as overall attitude and effort.

- ☐ 5 – Exceptional
- ☐ 4 – Exceeds Expectations
- ☐ 3 – Meets Expectations
- ☐ 2 – Does Not Meet Expectations
- ☐ 1 – Unacceptable

\_\_\_\_\_ x .20 = \_\_\_\_\_  
Above Score                      Weighted Score

<b>Training &amp; Development (20% of score)</b> Consider compliance with training requirements, as well as initiative for further development.		<input type="checkbox"/> 5 – Exceptional <input type="checkbox"/> 4 – Exceeds Expectations <input type="checkbox"/> 3 – Meets Expectations <input type="checkbox"/> 2 – Does Not Meet Expectations <input type="checkbox"/> 1 – Unacceptable	
		$\underline{\hspace{2cm}} \times .20 = \underline{\hspace{2cm}}$ Above Score                      Weighted Score	
<b>Community Involvement &amp; Public Safety Advocacy (10% of score)</b> Consider volunteer community activity and Pensacola Fire Department representation.		<input type="checkbox"/> 5 – Exceptional <input type="checkbox"/> 4 – Exceeds Expectations <input type="checkbox"/> 3 – Meets Expectations <input type="checkbox"/> 2 – Does Not Meet Expectations <input type="checkbox"/> 1 – Unacceptable	
		$\underline{\hspace{2cm}} \times .10 = \underline{\hspace{2cm}}$ Above Score                      Weighted Score	
<b>Additional Comments</b>		$\underline{\hspace{2cm}}$ <b>Total of Weighted Scores</b>	
		3.50 - 5.00 - Exceeds Expectations 2.50 - 3.49 - Meets Expectations 0 - 2.49 - Does Not Meet Expectations	
<b>Signing below indicates you read and understood the <i>Performance Evaluation Instructions</i>.</b>			
Supervisor's Signature	Date	Employee's Signature	Date
Battalion Chief's Signature	Date	Assistant Chief's Signature	Date
Fire Chief's Signature		Date	

## Pensacola Fire Department

### Performance Evaluation Instructions

Evaluation Period: \_\_\_\_\_ – \_\_\_\_\_



Evaluate performance using the five categories below. Considerations and sample minimum ("Meets") expectations are included as guides for scoring.

Captains, Lieutenants, and Firefighters who "Meets Expectations" (3) in all five categories may improve category scores to "Exceeds Expectations" (4) or "Exceptional" (5) by performing and documenting those services listed as "Above Minimum Requirements." Category scores of 4 and 5, require written feedback with documentation. Scores of 2 and 1, require a written *Performance Improvement Plan* approved by the Battalion Chief.

**Acceptable forms of documentation:** ER reports/logs; Captain's written Memo for Record (approved by Battalion Chief).

#### 1. Professional Standards (25% of score)

Consider compliance with directives and policies, as well as professional behavior.

- Reports to work as scheduled, on-time – reliable
- Follows Uniform/Grooming policy
- Complies with all regulations, policies, and expectations
- Displays proficiency in emergency operations
- Shows problem-solving and decision-making skills
- Communicates respectfully with customers and department members
- Treats customers with kindness and compassion

##### **Above Minimum Requirements**

- Performs additional (extra) maintenance/upgrade to any apparatus, equipment, fire station, or PFD property
- Prepares and implements any plan that improves safety, service, innovation, or quality (coordinates approval through Battalion Chief)
- Performs additional 6 hours mentoring/instructing a probationary Firefighter or Fire Cadet

#### 2. Safety (25% of score)

Consider compliance with safety directives, as well as job preparation.

- Wears and uses PPE properly
- Follows ICS
- Maintains state of readiness (self, crew, apparatus, station)
- *Lieutenant:* Operates apparatus safely/efficiently without incident
- *Company Officer:* uses crew accountability/ feedback system; implements ICS

##### **Above Minimum Requirements**

- Completes PFD Physical Ability Exam (PAT) within entrance exam scores (as documented in ER Training Log)
- Performs minimum of 10 hours of ISO physical fitness training as documented in ER Training Log

**3. Teamwork & Initiative (20% of score)**

Consider interactions with others, willingness to collaborate, overall attitude and effort.

- Collaborates with peers/builds teams
- Accepts supervision/feedback
- Completes assigned duties with respectful attitude
- Performs collateral duties
- Initiates projects/develops programs

**Above Minimum Requirements**

- Serves in one, or more, of the following: Watch Field Training Officer (FTO), Honor Guard, Honor Guard Liaison, GSTC Liaison, EMT Team Coordinator, SCBA Technician, Communications Liaison, PFD Committee
- Teaches in-house structured course: BLS CPR; fire service/EMS, or customer service training on all three Watches

**4. Training & Development (20% of score)**

Consider compliance with training requirements, as well as initiative for further development.

- Completes mandatory training
- Maintains/attains certification
- Seeks professional development opportunities

**Above Minimum Requirements**

- Completes an additional 3 hours of ISO Facility Training
- Passes Lieutenant or Captain promotional exam process
- Completes 60-hour New Driver check-off training
- Attains and/or maintains one, or more, of the following: Helmsman qualification, EMT or Paramedic certification, Car Seat Technician qualification, fire service-related Florida certification (beyond Certificate of Compliance)
- Complete fire/EMS-related college course, conference or seminar

**5. Community Involvement & Public Safety Advocacy (10% of score)**

Consider volunteer community activity and PFD representation.

- Participates in community risk-reduction activities
- Advocates for Public Safety

**Above Minimum Requirements**

- Serves as Fire Services/EMS Instructor
- Goes above and beyond on apparatus demonstration or station tour (requires letter of recognition from Company Officer)
- Serves as Fire Services/EMS/Public Safety Instructor
- Volunteers for community events and programs, or non-profit organizations



Refer to: Performance Evaluation Instructions

## Pensacola Fire Department

### Performance Plan/Feedback Worksheet



Last Name	First Name	MI	Rank	Date
<b>Type of Feedback:</b> <input type="checkbox"/> Initial <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Performance Improvement Plan: Reassessment				
<b>Primary Duties &amp; Responsibilities:</b>				
<b>Professional Standards:</b> Consider compliance with directives and policies, and professional behavior.				
<input type="checkbox"/> Initial Feedback <input type="checkbox"/> Does Not Meet Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Clearly Exceeds				
<b>Safety:</b> Consider compliance with safety directives, as well as job preparation.				
<input type="checkbox"/> Initial Feedback <input type="checkbox"/> Does Not Meet Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Clearly Exceeds				
<b>Teamwork &amp; Initiative:</b> Consider interactions and willingness to work with others, as well as overall attitude and effort.				
<input type="checkbox"/> Initial Feedback <input type="checkbox"/> Does Not Meet Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Clearly Exceeds				
<b>Training &amp; Development:</b> Consider compliance with training requirements, as well as initiative for further development.				
<input type="checkbox"/> Initial Feedback <input type="checkbox"/> Does Not Meet Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Clearly Exceeds				
<b>Community Involvement &amp; Public Safety Advocacy:</b> Consider volunteer community activity and Pensacola Fire Department representation.				
<input type="checkbox"/> Initial Feedback <input type="checkbox"/> Does Not Meet Expectations <input type="checkbox"/> Meets Expectations <input type="checkbox"/> Clearly Exceeds				

**MEMO FOR RECORD**



**TO:**

**FROM:**

**DATE:**

**SUBJECT:**

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## MEMO FOR RECORD

**TO:** Rank and Name

**FROM:** Rank and Name

**DATE:** Date Memo is Written

**SUBJECT:** ALL CAPS

- 
1. Information on the (meeting, conference, telephone conversation, incident, person involved, etc.)
  2. This and subsequent paragraphs will contain:
    - a. Date, background and discussion (when necessary for clarity).
    - b. Conclusions reached and decisions made.
    - c. Staff agencies responsible for specific action (if applicable).

Signature

1 HBJ2020



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 49-20

City Council

12/10/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 49-20 AMENDING SECTION 9-6-26 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA FIREFIGHTERS' DEFERRED COMPENSATION PROHIBITING FUTURE CONTRIBUTIONS

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 49-20 on first reading.

AN ORDINANCE AMENDING THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING FUTURE CONTRIBUTIONS ARTICLE III SECTIONS 9-6-20 THROUGH 9-6-26, A FIREFIGHTERS DEFERRED COMPENSATION PLAN; PROVIDING FOR APPLICABILITY OF ORDINANCE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Social Security Replacement Program for Firefighters was established effective June 15, 2015 as part of the Pensacola Professional Firefighters International Association of Firefighters (IAFF) Local 707 Collective Bargaining Agreement for Fiscal years 2015 - 2017. The Social Security Replacement Plan was provided to offset the reduction in the spousal benefit approved in the Firefighters' Relief and Pension Plan Special Act and agreed upon in the IAFF Collective Bargaining Agreement. The Collective Bargaining Agreement beginning October 1, 2020 through October 1, 2023 will restore the spousal benefit back to 75% of the retiree's benefit amount with no reduction to the retiree's pension. Therefore, the Social Security Replacement Plan is no longer needed to replace the spousal benefit reduction and is being closed.

**PRIOR ACTION:**

February 12, 2015 - City Council ratified the Pensacola Professional Firefighters International Association of Firefighters (IAFF) Local 707 Collective Bargaining Agreement for Fiscal Years 2015 through 2017 providing the Social Security Replacement Plan to firefighters hired after the date of the pension changes.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Costs associated with the restoration of the spousal benefit have been estimated to be approximately \$5,000 per year and the cost for the 300 hours of pensionable overtime is approximately \$27,691 as determined by the Fire Pension Actuary. However those costs will not occur in Fiscal Year 2021 but will be incorporated in future year proposed budgets.

**CITY ATTORNEY REVIEW:** Yes

11/24/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator  
Amy Lovoy, Finance Director  
Ted Kirchharr, Human Resources Director

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 49-20

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 49-20

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

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 9-6-23 OF THE CODE OF  
THE CITY OF PENSACOLA, FLORIDA; PROHIBITING  
ADDITIONAL FUNDING OF THE FIREFIGHTERS' DEFERRED  
COMPENSATION PLAN; PROVIDING FOR SEVERABILITY;  
REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 9-6-23 of the Code of the City of Pensacola, Florida is hereby amended to read as follows:

**Sec. 9-6-23. - Funding.**

- (a) The deferred compensation plan shall be funded with contributions of both the city and the employee in the following manner:
  - (1) If the employee elects to participate, he must contribute a mandatory amount equal to one (1.0) percent of his compensation.
  - (2) The city shall contribute a mandatory amount equal one (1.0) percent of compensation for each participating employee.
  - (3) The employee may contribute an additional amount on a voluntary basis up to the maximum amount allowed by law.
  - (4) The city shall contribute an additional amount equal to the amount of the voluntary contribution of each employee up to but not exceeding five and seven-tenths (5.7) percent of compensation.
- (b) The contributions to fund the deferred compensation plan shall be distributed in the following manner:
  - (1) Each employee's contribution, both the one (1.0) percent of compensation mandatory contribution and the up to five and seven-tenths (5.7) percent of compensation additional voluntary contribution, shall be deposited in the plan's deferred compensation account for each employee in accordance with the terms of the deferred compensation plan.

- (2) The first one (1.0) percent of the city's one (1.0) percent of compensation mandatory contribution shall be used to fund first the deferred compensation plan disability and survivor plan, provided for in Division 2 of this chapter, on behalf of all participants; the remaining city contributions after funding the deferred compensation plan disability and survivor plan shall be deposited in the defined contribution plan account of employees in accordance with the terms of the defined contribution plan.
- (3) The city's contribution of up to an additional five and seven-tenths (5.7) percent of compensation to match employee's voluntary contribution of up to an additional five and seven-tenths (5.7) percent of compensation shall be deposited in the defined contribution plan account of employees in accordance with the terms of the defined contribution plan.
- (4) City contributions to an employee's defined contribution plan account shall cease during any calendar year at the time such employee contributions to that account cease.
- (c) Effective December 10, 2020, all additional and future contributions to this fund by the city and the employee shall cease.

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

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

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

Adopted: \_\_\_\_\_

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

Attest:

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







# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00806

City Council

12/10/2020

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### **ADD-ON LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

EXTENSION OF MAYORAL DECLARATION OF STATE OF EMERGENCY

**RECOMMENDATION:**

That City Council approve the Mayor's request for an extension of the Declaration of Emergency until the Council meeting scheduled for February 25, 2021.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On November 10, 2020, Mayor Grover C. Robinson, IV, reinstated the declaration of a state of emergency as a result and consequence of the continuing threats to the public health, safety, and property, both public and private, in the City of Pensacola caused by the Coronavirus Disease 2019 (COVID-19).

The Mayor's exercise of authority pursuant to section 2-4-8 exists for a period of thirty (30) days following the declaration of a state of emergency unless extended or shortened by the action of the city council. Considering recent events and to continue responding to emergency issues, staff recommends that these emergency powers be extended until the Council meeting scheduled for February 25, 2021.

**PRIOR ACTION:**

March 13, 2020 - President Donald J. Trump declared a state of emergency for the United States of America beginning March 1, 2020.

March 9, 2020 - Governor Ron DeSantis issued Executive Order Number 20-52, declaring a state of emergency for the State of Florida.

March 16, 2020 - The Escambia County Board of County Commissioners issued Resolution R2020-24, declaring a state of emergency for Escambia County.

March 18, 2020 - The Mayor declared a state of emergency for the City for thirty (30) days Declaration #20-01).

March 26, 2020 - City Council extended the City's declaration of a state of emergency until May 28, 2020.

March 13, 2020 - President Donald J. Trump declared a state of emergency for the United States of America beginning March 1, 2020.

March 9, 2020 - Governor Ron DeSantis issued Executive Order Number 20-52, declaring a state of emergency for the State of Florida.

March 16, 2020 - The Escambia County Board of County Commissioners issued Resolution R2020-24, declaring a state of emergency for Escambia County.

March 18, 2020 - The Mayor declared a state of emergency for the City for thirty (30) days.

March 26, 2020 - City Council extended the City's declaration of a state of emergency until May 28, 2020.

April 29, 2020 - Governor Ron DeSantis issued Executive Order Number 20-112, initiating Phase 1 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery.

May 8, 2020 - Governor Ron DeSantis issued Executive Order Number 20-114, which expires July 7, 2020, extending the Emergency Declaration of Executive Order 20-52 for 60 days for the entire State of Florida.

May 28, 2020 - City Council extended the City's declaration of a state of emergency until July 7, 2020.

June 3, 2020 - Governor Ron DeSantis issued Executive Order Number 20-139, initiating Phase 2 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery.

June 30, 2020 - City Council extended the City's declaration of a state of emergency until August 13, 2020.

July 7, 2020 - Governor Ron DeSantis issued Executive Order Number 20-166, extending the Emergency Declaration of Executive Order 20-52 for 60 days for the entire State of Florida (expiration September 5, 2020).

August 13, 2020 - City Council extended the City's declaration of a state of emergency until September 24, 2020.

September 4, 2020 - Governor Ron DeSantis issued Executive Order Number 20-213, extending the Emergency Declaration Executive Order 20-52 for 60 days for the entire State of Florida (expiration November 3, 2020).

September 24, 2002 - City Council extended the City's declaration of a state of emergency until October 22, 2020.

October 22, 2020 - The City's declaration of a state of emergency was not extended and therefore expired.

November 2, 2020 - Governor Ron DeSantis issued Executive Order Number 20-276, extending Emergency Declaration order 20-52 for 60 days (expiration January 2, 2021).

November 10, 2020 - The Mayor declared a state of emergency for the City for thirty (30) days (Declaration #20-07).

**FUNDING:**

n/a

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

12/3/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator

**ATTACHMENTS:**

- 1) City of Pensacola State of Emergency 20-01
- 2) Executive Order 20-52
- 3) Executive Order 20-276
- 4) City of Pensacola State of Emergency 20-07

**PRESENTATION:** No

GROVER C. ROBINSON, IV  
Mayor

## CITY OF PENSACOLA

### **DECLARATION OF STATE OF EMERGENCY 20-01**

**WHEREAS**, Donald J. Trump, President of the United States, on March 13, 2020, declared a state of emergency for the United States of America beginning March 1, 2020; and

**WHEREAS**, Ron DeSantis, the Governor of the State of Florida, on March 9, 2020, issued Executive Order Number 20-52 declaring a state of emergency; and

**WHEREAS**, the Escambia County Board of County Commissioners, on March 16, 2020, issued Resolution R2020-24 declaring a state of emergency for Escambia County; and

**WHEREAS**, the COVID-19 virus has the propensity to spread from person to person through direct physical contact and through the air; and

**WHEREAS**, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus.

**NOW, THEREFORE**, I, Grover C. Robinson, IV, by the authority vested in me pursuant to Florida law and Section 2-4-8 of the Code of the City of Pensacola, and all other applicable laws, do hereby declare as follows:

Section 1. The above recitals are true, correct, and incorporated herein.

Section 2. As a result and consequence of the continuing threats to the public health, safety, and welfare, both public and private, in the City of Pensacola caused by the Coronavirus Disease 2019 (COVID-19), a state of emergency exists and is in effect beginning March 18, 2020 at 8:00 a.m. central daylight time.

Section 3. Pursuant to City Code section 2-4-8 and within the limits of the federal and state laws and constitutions, the Mayor hereby authorizes and directs the following:

- a. Take such emergency measures as determined necessary to protect the health, safety, and welfare of the citizens and to ensure the continued functioning of local government.
- b. Exercise such emergency management powers granted to political subdivisions by Florida law.
- c. Alter normal work schedules and grant the nonessential work force time off with pay.

- d. Determine which employees are deemed essential during this emergency.
- e. Pay essential employees, both non-exempt and certain ranges of exempt under the Fair Labor Standards Act, at overtime rates when required to report for duty during the time the remaining work force is not required to report.
- f. Waive or suspend all ordinances, policies, procedures, or customs of the city as the Mayor determines necessary for purchase of commodities and services, for contracts of no more than one (1) year duration, for the assignment of employees, and for the facilitation of reconstruction and repair, both public and private, as the determined necessary.
- g. Delegate such powers to staff as determined necessary to the effective administration of the government of the City of Pensacola.

Section 3. The City Administrator or his designee is hereby empowered, authorized, and directed to exercise on behalf of the Mayor, such emergency powers necessary to carry out the provisions of this declaration, Chapter 252, Florida Statutes, as well as any other powers expressly or implicitly conferred pursuant to other law or ordinance.

Section 4. The City Administrator's exercise of authority pursuant to this memorandum shall exist for a period of thirty (30) days from the date of this memorandum.

Section 5. This declaration shall expire in thirty (30) days from the date of this memorandum unless extended or shortened by action of the City Council.

IN TESTIMONY WHEREOF, I have hereto set my hand this 18<sup>th</sup> day of March, 2020.

CITY OF PENSACOLA

  
A handwritten signature in blue ink, appearing to read "GCRobinson", is written over a horizontal line.

GROVER C. ROBINSON, IV, MAYOR

# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-52

(Emergency Management - COVID-19 Public Health Emergency)

**WHEREAS**, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, in late 2019, a new and significant outbreak of COVID-19 emerged in China; and

**WHEREAS**, the World Health Organization previously declared COVID-19 a Public Health Emergency of International Concern; and

**WHEREAS**, in response to the recent COVID-19 outbreak in China, Iran, Italy, Japan and South Korea, the Centers for Disease Control and Prevention (“CDC”) has deemed it necessary to prohibit or restrict non-essential travel to or from those countries; and

**WHEREAS**, on March 1, 2020, I issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

**WHEREAS**, on March 7, 2020, I directed the Director of the Division of Emergency Management to activate the State Emergency Operations Center to Level 2 to provide coordination and response to the COVID-19 emergency; and

**WHEREAS**, as of March 9, 2020, eight counties in Florida have positive cases for COVID-19, and COVID-19 poses a risk to the entire state of Florida; and



**WHEREAS**, the CDC currently recommends community preparedness and everyday prevention measures be taken by all individuals and families in the United States, including voluntary home isolation when individuals are sick with respiratory symptoms, covering coughs and sneezes with a tissue and disposal of the tissue immediately thereafter, washing hands often with soap and water for at least 20 seconds, using of alcohol-based hand sanitizers with 60%-95% alcohol if soap and water are not readily available and routinely cleaning frequently touched surfaces and objects to increase community resilience and readiness for responding to an outbreak; and

**WHEREAS**, the CDC currently recommends mitigation measures for communities experiencing an outbreak including staying at home when sick, keeping away from others who are sick, limiting face-to-face contact with others as much as possible, consulting with your healthcare provider if individuals or members of a household are at high risk for COVID-19 complications, wearing a facemask if advised to do so by a healthcare provider or by a public health official, staying home when a household member is sick with respiratory disease symptoms if instructed to do so by public health officials or a health care provider; and

**WHEREAS**, as Governor, I am responsible for meeting the dangers presented to this state and its people by this emergency.

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. Because of the foregoing conditions, I declare a state of emergency exists in the State of Florida.

Section 2. I designate the Director of the Division of Emergency Management (“Director”) as the State Coordinating Officer for the duration of this emergency and direct him to execute the State’s Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency. Additionally, I designate the State Health Officer and Surgeon General as a Deputy State Coordinating Officer and State Incident Commander.

Pursuant to section 252.36(1)(a), Florida Statutes, I delegate to the State Coordinating Officer the authority to exercise those powers delineated in sections 252.36(5)-(10), Florida Statutes, which he shall exercise as needed to meet this emergency, subject to the limitations of section 252.33, Florida Statutes. In exercising the powers delegated by this Order, the State Coordinating Officer shall confer with the Governor to the fullest extent practicable. The State Coordinating Officer shall also have the authority to:

A. Seek direct assistance and enter into agreements with any and all agencies of the United States Government as may be needed to meet the emergency.

B. Designate additional Deputy State Coordinating Officers, as necessary.

C. Suspend the effect of any statute, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency.

D. Enter orders as may be needed to implement any of the foregoing powers; however, the requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such orders issued by the State Coordinating Officer; however, no such order shall remain in effect beyond the expiration of this Executive Order, to include any extension.

Section 3. I order the Adjutant General to activate the Florida National Guard, as needed, to deal with this emergency.



Section 4. I find that the special duties and responsibilities resting upon some State, regional, and local agencies and other governmental bodies in responding to the emergency may require them to suspend the application of the statutes, rules, ordinances, and orders they administer. Therefore, I issue the following authorizations:

A. Pursuant to section 252.36(1)(a), Florida Statutes, the Executive Office of the Governor may suspend all statutes and rules affecting budgeting to the extent necessary to provide budget authority for state agencies to cope with this emergency. The requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such suspension issued by the Executive Office of the Governor; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extension.

B. Each State agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency. This includes, but is not limited to, the authority to suspend any and all statutes, rules, ordinances, or orders which affect leasing, printing, purchasing, travel, and the condition of employment and the compensation of employees. For the purposes of this Executive Order, “necessary action in coping with the emergency” means any emergency mitigation, response, or recovery action: (1) prescribed in the State Comprehensive Emergency Management Plan (“CEMP”); or (2) ordered by the State Coordinating Officer. The requirements of sections 252.46 and 120.54, Florida Statutes, shall not apply to any such suspension issued by a State agency; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extensions.

C. In accordance with section 465.0275, Florida Statutes, pharmacists may dispense up to a 30-day emergency prescription refill of maintenance medication to persons who reside in an area or county covered under this Executive Order and to emergency personnel who have been activated by their state and local agency but who do not reside in an area or county covered by this Executive Order.

D. In accordance with section 252.38, Florida Statutes, each political subdivision within the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

- 1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- 2) Entering into contracts; however, political subdivisions are cautioned against entering into time and materials contracts without ceiling as defined by 2 CFR 200.318(j) or cost plus percentage contracts as defined by 2 CFR 200.323(d);
- 3) Incurring obligations;
- 4) Employment of permanent and temporary workers;
- 5) Utilization of volunteer workers;
- 6) Rental of equipment;
- 7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and,
- 8) Appropriation and expenditure of public funds.

E. All State agencies responsible for the use of State buildings and facilities may close such buildings and facilities in those portions of the State affected by this emergency, to the extent necessary to meet this emergency. I direct each State agency to report the closure of any State

building or facility to the Secretary of the Department of Management Services. Under the authority contained in section 252.36, Florida Statutes, I direct each County to report the closure of any building or facility operated or maintained by the County or any political subdivision therein to the Secretary of the Department of Management Services. Furthermore, I direct the Secretary of the Department of Management Services to:

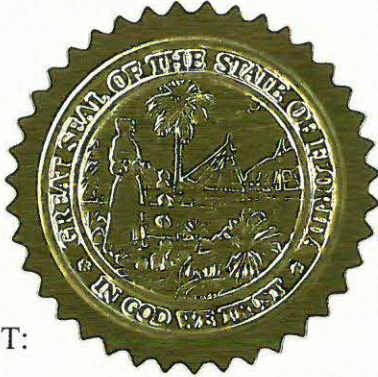
- 1) Maintain an accurate and up-to-date list of all such closures; and,
- 2) Provide that list daily to the State Coordinating Officer.

Section 5. I find that the demands placed upon the funds appropriated to the agencies of the State of Florida and to local agencies are unreasonably great and the funds currently available may be inadequate to pay the costs of coping with this emergency. In accordance with section 252.37(2), Florida Statutes, I direct that sufficient funds be made available, as needed, by transferring and expending moneys appropriated for other purposes, moneys from unappropriated surplus funds, or from the Budget Stabilization Fund.

Section 6. All State agencies entering emergency final orders or other final actions in response to this emergency shall advise the State Coordinating Officer contemporaneously or as soon as practicable.

Section 7. Medical professionals and workers, social workers, and counselors with good and valid professional licenses issued by states other than the State of Florida may render such services in Florida during this emergency for persons affected by this emergency with the condition that such services be rendered to such persons free of charge, and with the further condition that such services be rendered under the auspices of the American Red Cross or the Florida Department of Health.

Section 8. All activities taken by the Director of the Division of Emergency Management and the State Health Officer and Surgeon General with respect to this emergency before the issuance of this Executive Order are ratified. This Executive Order shall expire sixty days from this date unless extended.



ATTEST:

*Laurel M. Lee*  
\_\_\_\_\_  
SECRETARY OF STATE

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 9th day of March, 2020.

*[Signature]*  
\_\_\_\_\_  
RON DESANTIS, GOVERNOR

FILED  
2020 MAR -9 PM 5:52  
TALLAHASSEE, FLORIDA



# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR

### EXECUTIVE ORDER NUMBER 20-276

(Emergency Management -Extension of Executive Order 20-52-COVID-19)

**WHEREAS**, on March 9, 2020, I issued Executive Order 20-52, declaring a state of emergency for the entire state due to COVID-19; and

**WHEREAS**, no state of emergency declared pursuant to the Florida Emergency Management Act may continue for more than 60 days unless renewed by the Governor; and

**WHEREAS**, the impact of COVID-19 poses a continuing threat to the health, safety and welfare of the State of Florida and its residents; and

**WHEREAS**, as Florida recovers and re-launches its economy, I am committed to providing all available resources to assist Floridians and local communities with their efforts.

**NOW, THEREFORE, I, RON DESANTIS**, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. The state of emergency declared in Executive Order 20-52, as extended by Executive Orders 20-114, 20-166, 20-192 and 20-213 will be extended for 60 days following the issuance of this order for the entire State of Florida.

Section 2. All actions taken by the Director of the Division of Emergency Management as the State Coordinating Officer with respect to this emergency before the issuance of this Executive Order are ratified, and he is directed to continue to execute the State's Comprehensive Emergency Management Plan and other response, recovery, and mitigation

plans necessary to cope with the emergency.

Section 3. Except as amended herein, Executive Order 20-52, extended by Executive Orders 20-114, 20-166, 20-192 and 20-213 is ratified and reaffirmed.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 3rd day of November, 2020.

  
RON DESANTIS, GOVERNOR

ATTEST:

  
SECRETARY OF STATE

FILED  
2020 NOV -3 PM 9:41  
TALLAHASSEE, FLORIDA

GROVER C. ROBINSON, IV  
Mayor

## CITY OF PENSACOLA

### **DECLARATION OF STATE OF EMERGENCY 20-07**

**WHEREAS**, the Donald J. Trump, President of the United States, on March 13, 2020, declared a state of emergency for the United States of America beginning March 1, 2020; and

**WHEREAS**, Ron DeSantis, the Governor of the State of Florida, on March 9, 2020, issued Executive Order Number 20-52 declaring a state of emergency; and

**WHEREAS**, the Escambia County Board of County Commissioners, on March 16, 2020, issued Resolution R2020-24 declaring a state of emergency for Escambia County; and

**WHEREAS**, section 2-4-8 of the Code of the City of Pensacola authorizes the Mayor to take such emergency measures as he determines necessary to protect the health, safety, and welfare of the citizens of Pensacola; and

**WHEREAS**, the COVID-19 virus has the propensity to spread from person to person through direct physical contact and through the air; and

**WHEREAS**, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus; and

**WHEREAS**, COVID-19 poses a health risk to the residents of the City, particularly elderly residents and those who are immunosuppressed or otherwise have high-risk medical conditions; and

**WHEREAS**, Governor DeSantis has issued a series of executive orders to re-open Florida, and some of the restrictions to flatten the curve and slow the spread of COVID-19 have correspondingly been relaxed; and

**WHEREAS**, the re-opening of the State has led and will continue to lead to more contact between individuals and the potential for increased community spread of the disease; and



**WHEREAS**, federal and state health officials have indicated that they expect additional cases of COVID-19 to be identified in the coming days and, based on the highly contagious nature of COVID-19, additional person-to-person transmission is likely; and

**WHEREAS**, conditions presented by the threat of COVID-19 continue to pose a threat to the public health that requires dynamic emergency response, including the imposition of additional mitigation strategies as conditions require; and

**WHEREAS**, there currently is no vaccine for COVID-19; and

**WHEREAS**, despite mitigation efforts, the Escambia County COVID-19 Dashboard, which includes data provided by the Florida Department of Health (FDOH), the Agency for Health Care Administration (AHCA), and local hospitals, indicates the number of positive cases of COVID-19 in Escambia County has spiked with 90 positive cases reported on November 8, 2020, an average of 84 new cases each day for the seven-day period leading up to and including November 8, 2020, and a seven-day positivity rate of 7.3% for the week ending November 6, 2020, versus 5.1% and 4.4% for the two previous weeks, which indicates greater local community spread and transmission of the disease; and

**WHEREAS**, since October 22, 2020, the number of local hospitalizations declined from 51 hospitalizations on October 22 to a low of 43 hospitalizations on October 28, and since then have steadily risen over the past two weeks to 78 hospitalizations on November 10, 2020; and

**WHEREAS**, the City's declaration of state of emergency #20-01 expired on October 22, 2020.

**NOW, THEREFORE**, I, Grover C. Robinson, IV, by the authority vested in me pursuant to Florida law and Section 2-4-8 of the Code of the City of Pensacola, and all other applicable laws, do hereby declare as follows:

Section 1. The above recitals are true, correct, and incorporated herein.

Section 2. As a result and consequence of the continuing threats to the public health, safety, and welfare, both public and private, in the City of Pensacola caused by the Coronavirus Disease 2019 (COVID-19), a state of emergency exists.

Section 3. Pursuant to City Code section 2-4-8 and within the limits of the federal and state laws and constitutions, the Mayor hereby authorizes and directs the following:

- a. Take such emergency measures as determined necessary to protect the health, safety, and welfare of the citizens and to ensure the continued functioning of local government.



- b. Exercise such emergency management powers granted to political subdivisions by Florida law.
- c. Alter normal work schedules and grant the nonessential work force time off with pay.
- d. Determine which employees are deemed essential during this emergency.
- e. Pay essential employees, both non-exempt and certain ranges of exempt under the Fair Labor Standards Act, at overtime rates when required to report for duty during the time the remaining work force is not required to report.
- f. Waive or suspend all ordinances, policies, procedures, or customs of the city as the Mayor determines necessary for purchase of commodities and services, for contracts of no more than one (1) year duration, for the assignment of employees, and for the facilitation of reconstruction and repair, both public and private, as the determined necessary.
- g. Delegate such powers to staff as determined necessary to the effective administration of the government of the City of Pensacola.

Section 3. The City Administrator or his designee is hereby empowered, authorized, and directed to exercise on behalf of the Mayor, such emergency powers necessary to carry out the provisions of this declaration, Chapter 252, Florida Statutes, as well as any other powers expressly or implicitly conferred pursuant to other law or ordinance.

Section 4. The City Administrator's exercise of authority pursuant to this memorandum shall exist for a period of thirty (30) days from the date of this memorandum.

Section 5. This declaration shall take effect on November 10th, 2020, at 4:50 p.m. central standard time.

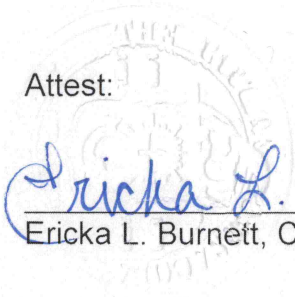
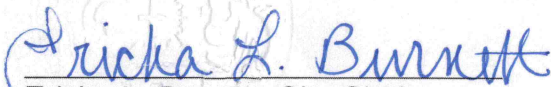
Section 6. This declaration shall expire in thirty (30) days from the date of this memorandum unless extended or shortened by action of the City Council.

IN TESTIMONY WHEREOF, I have hereto set my hand this 10<sup>th</sup> day of November, 2020.

CITY OF PENSACOLA

  
\_\_\_\_\_  
GROVER C. ROBINSON, IV, MAYOR

Attest:

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

Legal in form and valid as drawn:

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00788

City Council

12/10/2020

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Jared Moore

**SUBJECT:**

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 February 25, 2021.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Conditions presented by the threat of Covid-19 posed a threat to the public health that required a dynamic emergency response. The use of face coverings was identified as a measure to assist in preventing individuals who may be shedding the Covid-19 virus from spreading it to other individuals. To reduce the spread of the disease, the Centers for Disease Control and Prevention ("CDC") recommended the use of cloth face coverings in public settings where other social distancing measures are difficult to maintain, such as inside businesses.

On June 22, 2020, after Florida reported more than 4,000 new cases of Covid-19 in a single day, State Surgeon General Scott Rivkees issued an additional public health advisory recommending people wear face coverings in any setting where social distancing is not possible, stating that in gatherings of fewer than 50 people, individuals should maintain at least six feet distance from each other and wear a face covering.

The numbers for daily hospitalizations have risen recently requiring continued vigilance in protecting the citizenry during this third and possibly fourth wave of infection. While practicing CDC guidelines in order to help prevent the spread of COVID-19, the CDC recommends the wearing of masks in public settings around people who don't live in your household and when you are unable to stay 6 feet away from others. Masks help stop the spread of COVID-19 to others. That is the intent of this ordinance.

Within Ordinance No.15-20, Section 6. Sunset Date., states, "Unless rescinded or extended by subsequent act of the City Council, this Emergency Ordinance shall sunset upon the expiration of the City's state of emergency as it may be extended." In the event the State of Emergency expires, a

Council extension of Ordinance No. 15-20 serves to separate the Ordinance from the State of Emergency.

**PRIOR ACTION:**

March 9, 2020 - Governor Ron DeSantis issued Executive Order Number 20-52 declaring a state of emergency for the State of Florida

March 13, 2020 - President Donald J. Trump declared a state of emergency for the United States of America beginning March 1, 2020

March 16, 2020 - The Escambia County Board of County Commissioners issued Resolution R2020-24 declaring a state of emergency for Escambia County

April 29, 2020 - Governor Ron DeSantis issued Executive Order Number 20-112 initiating Phase 1 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery

June 3, 2020 - Governor Ron DeSantis issued Executive Order Number 20-139, initiating Phase 2 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery.

June 30, 2020 - City Council adopted Emergency Ordinance No. 15-20, requiring the wearing of face coverings in businesses within the city limits. The ordinance expires with the City's state of emergency unless terminated earlier or extended by the City Council.

August 13, 2020 - City Council most recently extended the City's declaration of a state of emergency until September 24, 2020.

September 24, 2020 - Attempt to repeal Ordinance No. 15-20 failed 0-7.

October 22, 2020- City Council extended Ord. 15-20 until December 10, 2020

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Ordinance No. 15-20

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 36-20

ORDINANCE NO. 15-20

AN ORDINANCE  
TO BE ENTITLED:

AN EMERGENCY ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA, REQUIRING THE WEARING OF FACE COVERINGS; PROVIDING DEFINITIONS; PROVIDING MANDATORY REQUIREMENTS; PROVIDING EXCEPTIONS; PROVIDING A PENALTY THEREFOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 9, 2020, the Governor of Florida issued Executive Order Number 20-52, declaring a State of Emergency for the state of Florida related to COVID-19; and

WHEREAS, on March 18, 2020, the Mayor for the City of Pensacola issued Declaration of State of Emergency 20-01 declaring a state of emergency; and

WHEREAS, both the State's state of emergency order and the City's state of emergency declaration have been extended since the original issuances and currently are in effect; and

WHEREAS, COVID-19 poses a health risk to the residents of the City, particularly elderly residents and those who are immunosuppressed or otherwise have high-risk medical conditions; and

WHEREAS, the City finds that COVID-19 presents a danger to the health, safety, and welfare of the public; and

WHEREAS, COVID-19 is spread through airborne transmission from individuals speaking, coughing, and sneezing, and infectious droplet nuclei can spread for a great distance, although how far is not fully understood at present; and

WHEREAS, since April of 2020, the City has proactively directed the implementation of numerous efforts, including an aggressive communications campaign, to encourage persons in the City to practice social distancing, wash and sanitize their hands, clean high touch surfaces, and wear face coverings as community mitigation strategies to decrease the spread of COVID-19; and

WHEREAS, Governor DeSantis has issued a series of executive orders to re-open Florida, and some of the restrictions to flatten the curve and slow the spread of COVID-19 have correspondingly been relaxed; and

WHEREAS, the re-opening of the State has led and will continue to lead to more contact between individuals and the potential for increased community spread of the disease; and

WHEREAS, despite mitigation efforts, as reported by Florida Department of Health Officer ("Department of Health") John Lanza, the number of positive cases of COVID-19 in Escambia County has spiked with 159 positive cases reported on June 25, 2020, an average of 59 new cases each day for the previous seven days, and a seven-day positivity rate of 4.58% for the week beginning June 14, 2020, versus 2.23% for the previous seven days, which indicates greater local community spread and transmission of the disease; and

WHEREAS, federal and state health officials have indicated that they expect additional cases of COVID-19 to be identified in the coming days and, based on the highly contagious nature of COVID-19, additional person-to-person transmission is likely; and

WHEREAS, conditions presented by the threat of COVID-19 continue to pose a threat to the public health that requires dynamic emergency response, including the imposition of additional mitigation strategies as conditions require; and

WHEREAS, the use of face coverings has been identified as a measure to assist in preventing individuals who may be shedding the COVID-19 virus from spreading it to other individuals; and

WHEREAS, to reduce the spread of the disease, the Centers for Disease Control and Prevention ("CDC") recommends the use of cloth face coverings in public settings where other social distancing measures are difficult to maintain, such as inside businesses; and

WHEREAS, the CDC advises that the virus can spread between persons interacting in close proximity even if those persons are asymptomatic (persons not exhibiting symptoms) or are pre-symptomatic (persons who transmit the virus to others before showing symptoms); and

WHEREAS, on June 22, 2020, after Florida reported more than 4,000 new cases of COVID-19 in a single day, State Surgeon General Scott Rivkees issued an additional public health advisory recommending people wear face coverings in any setting where social distancing is not possible, stating that in gatherings of fewer than 50 people, individuals should maintain at least six feet distance from each other and wear a face covering; and

WHEREAS, the CDC recommends only simple cloth face coverings for the general population and not surgical masks or N-95 respirators because these are critical supplies that must continue to be reserved for healthcare workers and other medical first responders; and

WHEREAS, cloth face coverings are relatively inexpensive, readily available, and can be made from household items, for which the CDC provides online guidance for making "do-it-yourself" face coverings for people who cannot or do not want to buy one from the increasing sources producing and selling face coverings; and



WHEREAS, the CDC and Dr. Rivkees delineates circumstances in which a face covering should not be worn; and

WHEREAS, adopting mandatory face covering requirements via ordinance instead of relying on an emergency order allows for enforcement through civil citations, fines, and other non-criminal means rather than criminal citations and prosecution; and

WHEREAS, the City Council specifically finds that the threat to public health at present constitutes an emergency within the meaning of section 166.041(3)(b), Florida Statutes, and that the adoption of this ordinance as an emergency ordinance is warranted; NOW THEREFORE

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Findings. The legislative findings recited above are true and correct and are incorporated herein by reference as if fully set forth.

SECTION 2. Definitions.

- (a) A “business” is a location with a roof overhead under which any business is conducted, goods are made, stored, processed, sold, or made available for sale, or where services are rendered, and includes outside extensions of the business, including patio areas and areas under a license to use agreement. The term includes transportation network companies, such as Ubers and Lyft; vehicles operated for mass transit except for ECAT buses and other mass transit controlled by Escambia County; taxis; pedicabs; limousines for hire; rental cars; other passenger vehicles for hire; and locations where non-profit, governmental, and quasi-governmental entities facilitate public interactions and conduct business. The term does not include places of worship.
- (b) A “face covering” is a material that covers the nose and mouth and that fits snugly against the sides of the face so there are no gaps. It can be secured to the head with ties or straps or simply wrapped around the lower face. It can be made of a variety of materials, such as cotton, silk, or linen. Coverings with materials made of multiple layers is highly encouraged. A cloth face covering may be factory-made or sewn by hand, or the cloth face covering can be improvised from household items. The CDC has posted additional information regarding how to make, wear, and wash a cloth face covering at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html>.
- (c) “Wearing a face covering” means wearing a face covering over the person’s nose and mouth and snugly against the sides of the face.
- (d) A “lodging establishment” shall have the same meaning as the term “transient public lodging establishment” has in section 509.013(4)(a)1, Florida Statutes (2019). Accordingly, for purposes of this Emergency Ordinance, a “lodging establishment” means any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods



of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

### SECTION 3. Mandatory requirements.

- (a) An individual in a business must wear a face covering while in that business establishment.
- (b) All persons who own, manage, or are employed by a business located in the City must wear a face covering while on-duty and having direct or indirect customer contact, including persons working in a kitchen or otherwise preparing or serving food or beverages to customers.
- (c) Each business must post signage notifying individuals of the requirement to wear a face covering as provided by this Emergency Ordinance.
- (d) Nothing herein shall require or allow a person to wear a face covering to conceal the identity of the wearer in violation of Chapter 876, Florida Statutes.

### SECTION 4. Exceptions.

This Emergency Ordinance shall not apply to:

- (a) A child under six years of age.
- (b) A person who has one or more medical conditions or disabilities that prevent wearing a face covering, including anyone who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove a face covering without assistance. A person asserting this exception for medical conditions or disabilities is not required to carry or produce documentation verifying the health condition to a business or law enforcement.
- (c) A person who is communicating with an individual who is hearing impaired who needs to see the mouth of the person speaking to facilitate communication.
- (d) An individual who is obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service.
- (e) Public safety, police, fire, and other life safety and health care personnel whose personal protective equipment requirements are governed by their respective agencies and employers.
- (f) A person in a government building owned or controlled by the federal, state, or Escambia County governmental entity or agency, the Escambia County School Board, or a County constitutional officers. If the governmental entity or agency occupies only part of a building, this Emergency Ordinance does not apply to that portion of the building.
- (g) A person exercising while observing at least six feet of distancing from other persons.

- (h) Persons while eating or drinking. It is the intent of this provision that a face covering be worn while traversing a business for ingress and egress, to use the restroom facilities, and while standing when persons are unable to maintain at least six feet of distancing.
- (i) Business owners, managers, and employees who are in an area of a business that is not open to customers, patrons, or the public, provided that six feet of distance exists between persons. *This exception does not apply to employees who are present in the kitchen or other food and beverage preparation area of a business – those persons must wear face coverings.*
- (j) An individual in a lodging establishment who is inside of the lodging unit, including, but not limited to, a hotel room, motel room, vacation rental unit, timeshare unit, or similar unit.
- (k) Children in a business operating as a daycare or children's camp so long as the business is following CDC and Escambia County Department of Health guidelines for those activities.

#### SECTION 5. Enforcement.

- (a) An initial violation of this Emergency Ordinance is a noncriminal infraction. A violation of this Emergency Ordinance does not authorize the search or arrest of an individual. Prior to the issuance of a non-criminal citation, the individual will be directed to comply with the Emergency Ordinance or be able to explain how an exception in Section 3 applies to them. Failure to comply with the requirements of this Emergency Ordinance presents a serious threat to the public health, safety, and welfare, and a citation may be issued for such a violation after the inquiry referenced above.
- (b) The penalty for a violation of this Emergency Ordinance is:
  - (1) For a first offense, a fine of \$50.00.
  - (2) For a second offense, a fine of \$125.00.
  - (3) For a third offense, a fine of \$250.00.
  - (4) For a fourth or subsequent offense, this ordinance may be enforced pursuant to section 1-1-8 of the City Code.
- (c) This Emergency Ordinance may be enforced through a complaint for injunctive relief in Circuit Court seeking to enjoin violations that occur within the city limits.

SECTION 6. Sunset Date. Unless rescinded or extended by subsequent act of the City Council, this Emergency Ordinance shall sunset upon the expiration of the City's state of emergency as it may be extended.

SECTION 7. Severability. 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 8. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflicts.

SECTION 9. The City Council finds that an emergency exists necessitating the adoption of this ordinance at a single meeting. This ordinance shall take effect immediately upon its passage by the City Council.

Adopted: June 30, 2020

Approved: Jewel Cannella-Wynne  
President of City Council

Attest:

Debra L. Burnett  
City Clerk



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 2020-58

City Council

12/10/2020

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### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-58 - CONTRACTS PAYABLE

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 2020-58.

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:**

City Council adopted Supplemental Budget Resolution No. 2020-56 at the November 12, 2020 City Council Meeting, which carried forward encumbered purchase order balances. Historically, the Encumbrance Carryover Budget Resolutions have been net of contracts payable, representing work completed on outstanding purchase orders by September 30th expensed back to the prior fiscal year. Encumbrances carried forward to the new fiscal year are typically reduced by the amount expensed to contracts payable in the previous fiscal year. However, due to the timing of the November 2020 City Council meeting, the contracts payables were not available, and the full amount of the encumbered purchase order balances were carried forward on Supplemental Budget Resolution No. 2020-56.

Supplemental Budget Resolution No. 2020-58 will reduce the amounts carried forward by the amount expensed to contracts payable in the previous fiscal year.

A separate Supplemental Resolution will be brought before Council at the December 10, 2020 meeting to cover the unencumbered carryovers.

**PRIOR ACTION:**

September 23, 2020 - City Council formally adopted a beginning FY 2021 Budget on Budget Resolution No. 20-43.

November 12, 2020 - City Council adopted Supplemental Budget Resolution No. 2020-56, covering

purchase orders payable.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

All appropriations of City funds in the contracts payable budget resolution are offset by either a reduction of fund balance or a reduction in estimated revenues. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2021.

**CITY ATTORNEY REVIEW:** Yes

11/6/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator  
Amy Lovoy, Finance Director

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 20-58
- 2) Supplemental Budget Explanation No. 20-58

**PRESENTATION:** No

**RESOLUTION  
NO. 2020-58**

**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**

As Reads:	State Reimbursements	312,469
Amended		
To Read:	State Reimbursements	280,576
As Reads:	Purchase Orders Payable	1,019,901
Amended		
To Read:	Purchase Orders Payable	754,377

**B. COMMUNITY DEVELOPMENT BLOCK GRANT FUND**

As Reads:	Federal Grants	1,183,991
Amended		
To Read:	Federal Grants	1,139,463
As Reads:	Purchase Orders Payable	46,191
Amended		
To Read:	Purchase Orders Payable	1,663

**C. COMMUNITY REDEVELOPMENT FUND**

As Reads:	Purchase Orders Payable	182,566
Amended		
To Read:	Purchase Orders Payable	136,779

**D. STORMWATER UTILITY FUND**

As Reads:	Purchase Orders Payable	38,464
Amended		
To Read:	Purchase Orders Payable	9,000

**E. SECTION 8 HOUSING ASSISTANCE FUND**

As Reads:	Purchase Orders Payable	11,060
Amended		
To Read:	Purchase Orders Payable	10,163

**F. NATURAL DISASTER FUND**

As Reads:	Federal Grants	10,502,258
Amended		
To Read:	Federal Grants	8,778,925
As Reads:	Purchase Orders Payable	10,502,258
Amended		
To Read:	Purchase Orders Payable	8,778,925

<b>G. GOLF COURSE FUND</b>		
As Reads:	Purchase Orders Payable	17,162
Amended		
To Read:	Purchase Orders Payable	6,025
<b>H. INSPECTIONS FUND</b>		
As Reads:	Purchase Orders Payable	39,252
Amended		
To Read:	Purchase Orders Payable	35,272
<b>I. RECREATION FUND</b>		
As Reads:	Purchase Orders Payable	27,167
Amended		
To Read:	Purchase Orders Payable	21,204
<b>J. COMMUNITY MARITIME PARK MANAGERMENTS SERVICES FUND</b>		
As Reads:	Purchase Orders Payable	49,195
Amended		
To Read:	Purchase Orders Payable	36,228
<b>K. LOCAL OPTION SALES TAX FUND</b>		
As Reads:	Purchase Orders Payable	3,970,049
Amended		
To Read:	Purchase Orders Payable	3,699,350
<b>L. CRA SERIES 2017 PROJECT FUND</b>		
As Reads:	Purchase Orders Payable	3,795,876
Amended		
To Read:	Purchase Orders Payable	3,661,495
<b>M. CRA SERIES 2019 PROJECT FUND</b>		
As Reads:	Purchase Orders Payable	237,395
Amended		
To Read:	Purchase Orders Payable	235,102
<b>N. LOST SERIES 2017 PROJECT FUND</b>		
As Reads:	Purchase Orders Payable	1,961,875
Amended		
To Read:	Purchase Orders Payable	1,030,879
<b>O. STORMWATER CAPITAL PROJECTS FUND</b>		
As Reads:	Purchase Orders Payable	906,745
Amended		
To Read:	Purchase Orders Payable	767,335
<b>P. GAS UTILITY FUND</b>		
As Reads:	Purchase Orders Payable	1,456,481
Amended		
To Read:	Purchase Orders Payable	1,337,239
<b>Q. SANITATION FUND</b>		
As Reads:	Purchase Orders Payable	355,711
Amended		
To Read:	Purchase Orders Payable	352,840

**R. PORT FUND**

As Reads:	State Grants	140,906
Amended		
To Read:	State Grants	124,453
As Reads:	Purchase Orders Payable	393,211
Amended		
To Read:	Purchase Orders Payable	370,272

**S. AIRPORT FUND**

As Reads:	Private Grants	1,873,040
Amended		
To Read:	Private Grants	1,789,151
As Reads:	Transfer in From Local Option Sales Tax	1,873,040
Amended		
To Read:	Transfer in From Local Option Sales Tax	1,769,753
As Reads:	Federal Grants	10,182,378
Amended		
To Read:	Federal Grants	10,085,996
As Reads:	Purchase Orders Payable	14,499,231
Amended		
To Read:	Purchase Orders Payable	13,582,828

**T. CENTRAL SERVICES FUND**

As Reads:	Charges for Services - Technology Resources	3,055,444
Amended		
To Read:	Charges for Services - Technology Resources	3,035,616
As Reads:	Purchase Orders Payable	107,457
Amended		
To Read:	Purchase Orders Payable	87,629

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

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

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

Attest:

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



**THE CITY OF PENSACOLA**  
**DECEMBER 2020 CONTRACTS PAYABLE**  
**SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2020-58**

<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
<b>A. GENERAL FUND</b>		
State Reimbursements	(31,893)	Decrease estimated revenues for State Reimbursements
Sub-Total Estimated Revenues	(31,893)	
Fund Balance	(233,631)	Decrease appropriated fund balance.
Total Estimated Revenues and Fund Balance	<u>(265,524)</u>	
Appropriations		
Purchase Orders Payable	<u>(265,524)</u>	Decrease Encumbrance Carryover - Contracts Payable
<b>B. COMMUNITY DEVELOPMENT BLOCK GRANT FUND</b>		
Federal Grants	(44,528)	Decrease estimated revenue from Federal Grants
Total Estimated Revenues	<u>(44,528)</u>	
Appropriations		
Purchase Orders Payable	<u>(44,528)</u>	Decrease Encumbrance Carryover - Contracts Payable
<b>C. COMMUNITY REDEVELOPMENT FUND</b>		
Fund Balance	<u>(45,787)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(45,787)</u>	Decrease Encumbrance Carryover - Contracts Payable
<b>D. STORMWATER UTILITY FUND</b>		
Fund Balance	<u>(29,464)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(29,464)</u>	Decrease Encumbrance Carryover - Contracts Payable

**THE CITY OF PENSACOLA**  
**DECEMBER 2020 CONTRACTS PAYABLE**  
**SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2020-58**

<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
<b>E. SECTION 8 HOUSING ASSISTANCE FUND</b>		
Fund Balance	<u>(897)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(897)</u>	Decrease Encumbrance Carryover - Contracts Payable
<b>F. NATURAL DISASTER FUND</b>		
Estimated Revenues		
Federal Grants	<u>(1,723,333)</u>	Decrease estimated revenues for Federal Grants
Total Estimated Revenues	<u>(1,723,333)</u>	
Appropriations		
Purchase Orders Payable	<u>(1,723,333)</u>	Decrease Encumbrance Carryover - Contracts Payable
<b>G. GOLF COURSE FUND</b>		
Fund Balance	<u>(11,137)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(11,137)</u>	Decrease Encumbrance Carryover - Contracts Payable
<b>H. INSPECTIONS FUND</b>		
Fund Balance	<u>(3,980)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(3,980)</u>	Decrease Encumbrance Carryover - Contracts Payable
<b>I. RECREATION FUND</b>		
Fund Balance	<u>(5,963)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(5,963)</u>	Decrease Encumbrance Carryover - Contracts Payable

**THE CITY OF PENSACOLA**  
**DECEMBER 2020 CONTRACTS PAYABLE**  
**SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2020-58**

<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
<b>J. COMMUNITY MARITIME PARK MGT SVCS FUND</b>		
Fund Balance	<u>(12,967)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(12,967)</u>	Decrease Encumbrance Carryover - Contracts Payable
<b>K. LOCAL OPTION SALES TAX FUND</b>		
Fund Balance	<u>(270,699)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(270,699)</u>	Decrease Encumbrance Carryover - Contracts Payable
<b>L. CRA SERIES 2017 PROJECT FUND</b>		
Fund Balance	<u>(134,381)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(134,381)</u>	Decrease Encumbrance Carryover - Contracts Payable
<b>M. CRA SERIES 2019 PROJECT FUND</b>		
Fund Balance	<u>(2,293)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(2,293)</u>	Decrease Encumbrance Carryover - Contracts Payable
<b>N. LOST SERIES 2017 PROJECT FUND</b>		
Fund Balance	<u>(930,996)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(930,996)</u>	Decrease Encumbrance Carryover - Contracts Payable

**THE CITY OF PENSACOLA**  
**DECEMBER 2020 CONTRACTS PAYABLE**  
**SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2020-58**

FUND	AMOUNT	DESCRIPTION
<b>O. STORMWATER CAPITAL PROJECTS FUND</b>		
Fund Balance	<u>(139,410)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(139,410)</u>	Decrease Encumbrance Carryover - Contracts Payable
<b>P. GAS UTILITY FUND</b>		
Fund Balance	<u>(119,242)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(119,242)</u>	Decrease Encumbrance Carryover - Contracts Payable
<b>Q. SANITATION FUND</b>		
Fund Balance	<u>(2,871)</u>	Decrease appropriated fund balance.
Appropriations		
Purchase Orders Payable	<u>(2,871)</u>	Decrease Encumbrance Carryover - Contracts Payable
<b>R. PORT FUND</b>		
Estimated Revenues		
State Grants	<u>(16,453)</u>	Decrease estimated revenues for State Grants
Total Estimated Revenues	<u>(16,453)</u>	
Fund Balance	<u>(6,486)</u>	Decrease appropriated fund balance.
Total Estimated Revenues and Fund Balance	<u>(22,939)</u>	
Appropriations		
Purchase Orders Payable	<u>(22,939)</u>	Decrease Encumbrance Carryover - Contracts Payable

**THE CITY OF PENSACOLA**  
**DECEMBER 2020 CONTRACTS PAYABLE**  
**SUPPLEMENTAL BUDGET RESOLUTION EXPLANATION NO. 2020-58**

FUND	AMOUNT	DESCRIPTION
<b>S. AIRPORT FUND</b>		
Estimated Revenues		
Federal Grants	(96,382)	Decrease estimated revenues for Federal Grants
Private Grants	(83,889)	Decrease Funding From Private Grants
Transfer In From Local Option Sales Tax Fund	(103,287)	Decrease Transfer in From Local Option Sales Tax
Total Estimated Revenues	<u>(283,558)</u>	
Fund Balance	<u>(632,845)</u>	Decrease appropriated fund balance.
Total Estimated Revenues and Fund Balance	<u><u>(916,403)</u></u>	
Appropriations		
Purchase Orders Payable	<u><u>(916,403)</u></u>	Decrease Encumbrance Carryover - Contracts Payable
<b>T. CENTRAL SERVICES FUND</b>		
Estimated Revenues		
Charges for Services - Technology Resources	<u>(19,828)</u>	Decrease estimated revenues for Charges For Services - Technology Resource
Total Estimated Revenues	<u><u>(19,828)</u></u>	
Appropriations		
Purchase Orders Payable	<u><u>(19,828)</u></u>	Decrease Encumbrance Carryover - Contracts Payable



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 2020-59

City Council

12/10/2020

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2020-59 - FY 2021 NON-ENCUMBERED  
CARRYOVER BUDGET RESOLUTION

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 2020-59.

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:**

Purchase orders carried forward on a separate budget resolution were approved by City Council on November 12, 2020. The attached unencumbered carryover budget resolution includes appropriations for the following:

- Items budgeted in FY 2020 but not purchased or encumbered

For various reasons, certain items that were budgeted in FY 2020 were not purchased or encumbered. The unexpended appropriations are carried forward to the new fiscal year so that these items can be purchased.

City Council Discretionary Funds in the amount of \$6,654 are being carried forward to FY 2021.

Additionally, balances remaining for the MBE Program, Pensacola Neighborhood Challenge Grants, Human Relations Commission, Saenger Theatre Capital Projects, Tree Planting Trust Fund, Homeless Initiatives, Public Works, Special Grants Fund, Community Redevelopment Agency Fund, Section 8 Housing Assistance Fund, Law Enforcement Trust Fund, Natural Disaster Fund, Eastside TIF Fund, Westside TIF Fund, Local Option Sales Tax Fund, CRA Series 2017 Capital Projects Fund, CRA Series 2019 Capital Projects Fund, Stormwater Capital Projects Fund, Gas Utility Fund, Port Fund, Airport Fund, and Innovation & Technology

Department.

At the November 12, 2020, City Council Meeting, City Council approved Supplemental Budget Resolution No. 2020-53. This was the final amendment to the Fiscal Year 2020 Budget. Included in that resolution was an appropriation of \$60,107 for employee morale recognition activities. Of that amount, \$10,000 has been appropriated and has been divided between the various departments, based on the number of positions within each department.

- Items to be purchased with additional unexpended FY 2020 appropriations

In some instances, departments have requested that unexpended appropriations be used to fund items that were not anticipated when the FY 2021 Budget was prepared. Sufficient unexpended FY 2020 appropriations are available to fund these requests.

A total of \$5,400 is being carried forward to provide funding for cell phones and tablets for the four new councilmembers. Additionally, a total of \$55,000 has been carried forward to provide funding for training of the new councilmembers as well as funding for costs associated with various town hall meetings, mailers, and other notifications on behalf of City Councilmembers. An appropriation of \$75,000 has been included in the City Council's Repairs & Maintenance line item and \$10,000 in Non-Capitalized Assets to provide funding to address various changes/adjustments needed within Council Chambers as well as any unforeseen upgrades or necessary items for the conducting of meetings within City Hall. Under the City Charter, Section 6.08, a districting commission shall prepare a plan for dividing the City into districts for the election of Council members following each decennial census. An appropriation of \$50,000 is included within the City Council Budget to provide funding for technical assistance related to accomplishing the redistricting.

At the Final Public Hearing on the Fiscal Year 2021 Budget, City Council expressed a desire to reallocate funding within the Local Option Sales Tax (LOST) Series IV Plan. Included in the reallocation was a shift from Energy Conservation & Efficiency Improvements to a new project entitled Street Lighting with an appropriation of \$200,920 and is to be used for street lighting within each City Council District. At the October 12, 2020, City Council Meeting, Supplemental Budget Resolution No. 2020-51 was adopted and within that resolution was an appropriation of \$200,920 for Street Lighting. Additionally, at the October 19, 2020 City Council Workshop, there was a discussion regarding the Street Lighting Plan. Mayor Robinson informed City Council that funding was included in the Fiscal Year 2021 Budget for Street Lighting. However, upon evaluating the different needs for street lighting, it was determined that not all would qualify for LOST funding. Therefore, a total amount of \$105,000 has been appropriated within the City Council's Budget to provide \$15,000 for each City Councilmember's district for those items that do not qualify for LOST funding.

An additional \$10,000 has been appropriated within the Human Resources Department to provide funding for much-needed replacement of furniture within the Training and Conference Rooms.

At the July 14, 2020, City Council Meeting, City Council authorized the Lee Square Confederate Monument's removal. The monument was removed during the October-November 2020 timeframe. The total costs associated with the removal are estimated to be slightly under \$150,000. The Supplemental Budget Resolution includes appropriations for the costs associated with the removal of the monument.

An additional \$200,000 has been appropriated in the General Fund for additional funding for State Reimbursed projects conducted by Public Works and will be offset with an increase in estimated revenue.

The dance floor at the Gull Point Community Center and the Sanders Beach-Corinne Jones Community Center's security panel need replacements/upgrades. A total amount of \$5,000 has been appropriated to address these two areas.

As part of the reallocation of LOST IV funds, City Council authorized funding in the amount of \$250,000 to purchase a new Street Sweeper. However, there was not sufficient funding to purchase a second Street Sweeper. Therefore \$87,000 has been appropriated in the Stormwater Utility Fee Fund to provide for the refurbishment of the second Street Sweeper.

Within the Non-Departmental budget in the General Fund, an additional \$12,500 has been appropriated for the Gulf Coast Minority Chamber of Commerce to provide additional funding for the organization. An additional \$25,000 has been appropriated for the UWF Historic Trust in order to provide funding for the celebration of 200<sup>th</sup> Anniversary for both Florida and Escambia County which will occur during 2021.

At the end of Fiscal Year 2020, the Tree Planting Trust Fund had an unencumbered balance of \$528,007. This balance has been appropriated to allow for implementation once a plan for these funds has been determined.

At the second public hearing on the Fiscal Year 2021 Budget, City Council approved the reprioritization of Local Option Sales Tax Fund projects. There was a reduction in future year projects. This resolution will reduce those Fiscal Year 2021 projects that were reprioritized.

- Appropriation of Fund Balance

Fund Balance is appropriated as necessary to cover the planned expenditures noted above.

FEMA will provide 75% of the costs associated with the repairs and cleanup of the damages incurred from Hurricane Sally. The remaining 25% will be split between the State of Florida and the City of Pensacola. Therefore, \$1,800,000 of available Fund Balance within the General Fund is being assigned to ensure the City has sufficient funds for the required



General Fund 12.5% match. Should additional funding become necessary, a supplemental budget resolution will be brought before the City Council for consideration.

- Changes in Revenue Estimates

The oversight of the collection of Boat Launch Fees has been shifted from the Parks and Recreation Department in the General Fund to the Parking Management Fund. Therefore, Boat Launch Fee revenue in the amount of \$18,000 has been shifted from the General Fund to the Parking Management Fund.

Within the Community Development Block Grant Fund, additional funding is anticipated from the Federal Government and has been appropriated to provide additional funding.

Within the Stormwater Utility Fee Fund, revenue from the State Right of Way Maintenance has decreased. The City of Pensacola maintains various State Roads as part of an agreement with the State of Florida. One of the maintenance areas is the General Daniel "Chappie" James Bridge (Three Mile Bridge). With the bridge's ongoing construction, coupled with the damage caused by Hurricane Sally, the bridge is no longer being maintained by the City, thus reducing revenue from the State by \$10,200.

Based on Fiscal Year 2020 revenues in the Inspection Services Fund, an additional \$32,700 has been appropriated for Building Permits in anticipation of increased activity due to Hurricane Sally recovery efforts. Offsetting this increase is an appropriation of \$6,400 to purchase laptops to provide for teleworking during the COVID-19 crisis.

On October 11, 2018, City Council authorized the Mayor to execute an eighteen-month option agreement with Studer Properties, LLP, for the seven vacant Community Maritime Park parcels. In consideration, the City received an option payment of \$271,659, representing 20% of the post-development base rent. Additionally, on March 26, 2020, City Council authorized the Mayor to execute an addendum to the Agreement extending the Option Term by twelve months to March 31, 202. In consideration for the addendum, the City will receive a \$90,553.20 Addendum Option Payment, payable in installments of \$7,546.10 per month. On April 20, 2020, Studer Properties issued a Request for Proposals to provide interested developers with an opportunity to submit a development proposal. An independent selection committee reviewed the proposals, and of the six proposals received, three were recommended. At the October 8, 2020 City Council Meeting, City Council authorized the Mayor to execute assignments of the Option Agreement with the three entities. Upon assignment, all option payments made by Studer Properties and any future option payments made by the three entities will be considered earned by the City and deposited into the City's Community Maritime Park Management Service Fund for use in developing the Community Maritime Park. Therefore, a total of \$362,213 has been appropriated to provide funding for professional services associated with the Community Maritime Park development.

Based on Fiscal year 2020 revenues in the Sanitation Fund, revenues from Residential Refuse Containers have been increased by \$38,000 and is offset with a reduction in the same amount for Business Refuse Containers.

An effort has been made to aggressively close existing claims within the Risk Management activity of Financial Services. This has increased costs associated with that effort. The supplemental budget resolution includes an additional \$1,000,000 to address this increased effort.

The appropriation for the Special Assessments Fund is being made to provide funding for the demolition of various structures.

- Other Changes

At the October 8, 2020 City Council Meeting, Supplemental Budget Resolution No. 2020-48 was adopted, creating funding for the Parking Management Fund. Included in that resolution was an appropriation for Allocated Overhead for costs associated with providing general services to the Parking Management operations. However, an offsetting change was not made within the General Fund at that time. This supplemental budget resolution includes the offsetting \$40,000 in Allocated Overhead/(Cost Recovery) within the Office of the Mayor as the direct oversight of Parking Management is within the City Administrator's Office. In future years, the Parking Management Allocated Overhead will be included in the Cost Allocation Study and will be allocated according to that study.

As outlined in the Financial Planning and Administration Policy, those amounts appropriated in budget line items for salary increases must remain as adopted unless changed by a supplemental budget resolution. The Fiscal Year 2021 Budget included a separate line item appropriation entitled "9196 - Salary Increases (Non-Union)" which was an average 2% performance-based salary increase for non-union employees. The Fiscal Year 2021 Budgeted included an additional line item appropriation entitled "9195 - Salary Increases (Union)" which also represented an average 2% performance-based salary increase for all employees represented by collective bargaining agreements. Pay increases for all non-union and union employees were effective October 1, 2020. Included in this supplemental budget resolution is a transfer from 9196 - Salary Increases (Non-Union) and 9195 - Salary Increases (Union) to 9111 - Salaries where the expenses were charged.

#### **PRIOR ACTION:**

September 23, 2020 - City Council formally adopted a beginning FY 2021 Budget on Budget Resolution No. 2020-

November 12, 2020 - City Council adopted Supplemental Budget Resolution No. 2020- covering purchase orders payable.

#### **FUNDING:**

N/A

#### **FINANCIAL IMPACT:**

All appropriations of City funds in the supplemental budget resolution are covered by fund balances,

shifts in expenses, or estimated revenue changes. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2021.

**CITY ATTORNEY REVIEW:** Yes

11/30/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator  
Amy Lovoy, Finance Director

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2020-59
- 2) Supplemental Budget Explanation No. 2020-59

**PRESENTATION:** No

**RESOLUTION  
NO. 2020-59**

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	1,279,704
As Reads:	State Reimbursable Agreements	312,469
Amended		
To Read	State Reimbursable Agreements	512,469
As Reads:	Boat Launch Fees	18,000
Amended		
To Read	Boat Launch Fees	0
1) City Council		
As Reads:	Operating Expenses	589,875
Amended		
To Read	Operating Expenses	896,929
2) Mayor		
As Reads:	Allocated Overhead/(Cost Recovery)	(834,900)
Amended		
To Read	Allocated Overhead/(Cost Recovery)	(874,900)
3) Human Resources		
As Reads:	Operating Expenses	220,732
Amended		
To Read	Operating Expenses	230,732
4) Financial Services		
As Reads:	Operating Expenses	380,700
Amended		
To Read	Operating Expenses	409,893

5) Planning Services		
To:	Grants & Aids	37,435
6) Parks & Recreation		
As Reads:	Operating Expenses	3,133,599
Amended		
To Read	Operating Expenses	3,343,046
7) Public Works		
As Reads:	Operating Expenses	3,614,699
Amended		
To Read	Operating Expenses	4,164,865
8) Non-Departmental		
As Reads:	Grants and Aids - Saenger Theatre Capital	144,273
Amended		
To Read	Grants and Aids - Saenger Theatre Capital	386,682
As Reads:	Grants and Aids - Gulf Coast Minority Chamber of Commerce	25,000
Amended		
To Read	Grants and Aids - Gulf Coast Minority Chamber of Commerce	37,500
As Reads:	Grants and Aids - Human Relations Commission	89,000
Amended		
To Read	Grants and Aids - Human Relations Commission	167,500
As Reads:	Grants and Aids - UWF Historic Trust	2,400
Amended		
To Read	Grants and Aids - UWF Historic Trust	27,400
<b>B. TREE PLANTING TRUST FUND</b>		
	Fund Balance	528,007
To:	Operating Expenses	528,007
<b>C. HOUSING INITIATIVES FUND</b>		
	Fund Balance	515,879
To:	Operating Expenses	515,879
<b>D. SPECIAL GRANTS FUND</b>		
To:	Miscellaneous	78,893
To:	State Grants	173,800
As Reads:	Federal Grants	456,850
Amended		
To Read:	Federal Grants	2,259,193
As Reads:	Personal Services	51,000
Amended		

To Read:	Personal Services	137,187
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As Reads:	Operating Expenses	46,383
Amended		
To Read:	Operating Expenses	332,866
As Reads:	Capital Outlay	228,367
Amended		
To Read:	Capital Outlay	1,198,941
As Reads:	Grants & Aids	131,100
Amended		
To Read:	Grants & Aids	842,892

#### **E. COMMUNITY DEVELOPMENT BLOCK GRANT FUND**

As Reads:	Federal Government	1,183,991
Amended		
To Read:	Federal Government	1,548,882
As Reads:	Grants & Aids	684,144
Amended		
To Read:	Grants & Aids	1,049,035

#### **F. COMMUNITY REDEVELOPMENT AGENCY FUND**

	Fund Balance	4,165,718
As Reads:	Operating Expenses	2,624,048
Amended		
To Read:	Operating Expenses	5,274,069
As Reads:	Capital Outlay	120,958
Amended		
To Read:	Capital Outlay	786,982
As Reads:	Grants & Aids	211,160
Amended		
To Read:	Grants & Aids	1,060,833

#### **G. STORMWATER UTILITY FEE FUND**

	Fund Balance	97,200
As Reads:	FDOT Right of Way	99,600
Amended		
To Read:	FDOT Right of Way	89,400
As Reads:	Operating Expenses	35,964
Amended		
To Read:	Operating Expenses	122,964

#### **H. PARKING MANAGEMENT FUND**

To:	Boat Launch Fees	18,000
As Reads: Amended	Operating Expenses	633,954
To Read:	Operating Expenses	651,954

#### **I. SECTION 8 HOUSING ASSISTANCE FUND**

	Fund Balance	1,776,743
As Reads: Amended	Personnel Services	1,221,100
To Read:	Personnel Services	1,229,100
As Reads: Amended	Operating Expenses	18,720,660
To Read:	Operating Expenses	19,997,260
As Reads: Amended	Capital Outlay	22,000
To Read:	Capital Outlay	45,059
As Reads: Amended	Grants and Aids	469
To Read:	Grants and Aids	469,553

#### **J. LAW ENFORCEMENT TRUST FUND**

	Fund Balance	56,035
To:	Personnel Services	7,000
To:	Operating Expenses	43,833
To:	Capital Outlay	5,202

#### **K. NATURAL DISASTER FUND**

To:	State Grants	8,440,547
As Reads: Amended	Federal Grants	10,502,258
To Read:	Federal Grants	40,278,164
As Reads: Amended	Operating Expenses	10,436,207
To Read:	Operating Expenses	48,613,395
As Reads: Amended	Capital Outlay	66,051
To Read:	Capital Outlay	105,316



**L. EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND**

Fund Balance		674,503
To:	Capital Outlay	51,500
To:	Grants and Aids	280,611
As Reads: Amended	Operating Expenses	81,200
To Read:	Operating Expenses	423,592

**M. INSPECTION SERVICES FUND**

As Reads: Amended	Building Permits	860,000
To Read:	Building Permits	892,700
As Reads: Amended	Operating Expenses	401,843
To Read:	Operating Expenses	408,243

**M. WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND**

Fund Balance		402,582
As Reads: Amended	Operating Expenses	417,600
To Read:	Operating Expenses	740,032
As Reads: Amended	Grants and Aids	95,000
To Read:	Grants and Aids	175,150

**O. COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND**

To:	Parcels Option Payments	362,213
As Reads: Amended	Operating Expenses	1,021,295
To Read:	Operating Expenses	1,383,508

**P. LOCAL OPTION SALES TAX FUND**

Fund Balance		26,983,274
To:	Transfer to Airport	14,712,368
To:	Transfer to Port	239,768
As Reads: Amended	Capital Outlay	99,432,465
To Read:	Capital Outlay	111,463,603

**Q. CRA SERIES 2017 CAPITAL PROJECTS FUND**

	Fund Balance	6,705,403
To:	Operating Expenses	100,983
As Reads: Amended	Capital Outlay	3,795,876
To Read:	Capital Outlay	10,400,296

**R. CRA SERIES 2019 CAPITAL PROJECTS FUND**

	Fund Balance	17,836,500
To:	Operating Expenses	1,655,705
As Reads: Amended	Capital Outlay	237,395
To Read:	Capital Outlay	16,418,190

**S. STORMWATER CAPITAL PROJECTS FUND**

	Fund Balance	3,730,524
As Reads: Amended	Operating Expenses	500,734
To Read:	Operating Expenses	1,174,914
As Reads: Amended	Capital Outlay	2,951,411
To Read:	Capital Outlay	6,007,755

**T. GAS UTILITY FUND**

	Fund Balance	527,800
As Reads: Amended	Capital Outlay	2,278,960
To Read:	Capital Outlay	2,806,760

**U. SANITATION FUND**

As Reads: Amended	Residential Refuse Containers	4,738,200
To Read:	Residential Refuse Containers	4,776,200
As Reads: Amended	Business Refuse Containers	162,400
To Read:	Business Refuse Containers	124,400

## V. PORT FUND

	Fund Balance	134,835
To:	Transfer in From Local Option Sales Tax Fund	239,768
As Reads: Amended	State Grants	140,906
To Read:	State Grants	1,191,806
As Reads: Amended	Operating Expenses	1,307,475
To Read:	Operating Expenses	1,466,408
As Reads: Amended	Capital Outlay	457,536
To Read:	Capital Outlay	1,724,106

## W. AIRPORT FUND

	Fund Balance	1,532,630
As Reads: Amended	Federal Grant Revenue	10,182,378
To Read:	Federal Grant Revenue	29,209,227
As Reads: Amended	State Grant Revenue	1,084,600
To Read:	State Grant Revenue	67,959,600
As Reads: Amended	Private Grant Revenue	2,390,741
To Read:	Private Grant Revenue	110,302,334
As Reads: Amended	Transfer in From Local Option Sales Tax Fund	1,355,339
To Read:	Transfer in From Local Option Sales Tax Fund	16,067,707
As Reads: Amended	Operating Expenses	10,464,447
To Read:	Operating Expenses	18,223,283
As Reads: Amended	Capital Outlay	20,789,984
To Read:	Capital Outlay	223,089,588

## **X. INSURANCE RETENTION FUND**

	Fund Balance	10,000
As Reads:	Claims	4,500,000
Amended		
To Read:	Claims	5,500,000
As Reads:	Operating Expenses	686,700
Amended		
To Read:	Operating Expenses	696,700
As Reads:	Non-Operating - Claims	4,500,000
Amended		
To Read:	Non-Operating - Claims	5,500,000

## **Y. CENTRAL SERVICES FUND**

As Reads:	Charges for Services - Technology Resources	3,055,444
Amended		
To Read:	Charges for Services - Technology Resources	3,479,891

### **1) Technology Resources**

As Reads:	Operating Expenses	1,291,048
Amended		
To Read:	Operating Expenses	1,680,295
As Reads:	Capital Outlay	65,596
Amended		
To Read:	Capital Outlay	100,796

## **Z. SPECIAL ASSESSMENTS FUND**

To:	Special Assessments	100,000
To:	Other Non-Operating	100,000

## **AA. ALL FUNDS**

As Reads:	9111 - Salaries	41,680,004
Amended		
To Read:	9111 - Salaries	42,581,304
As Reads:	9195 - Salary Increases (Union)	428,300
Amended		
To Read:	9195 - Salary Increases (Union)	0
As Reads:	9196 - Salary Increases (Non-Union)	473,000
Amended		
To Read:	9196 - Salary Increases (Non-Union)	0

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

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

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

Attest:

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

**THE CITY OF PENSACOLA**

**DECEMBER 2020 UNENCUMBERED CARRYOVER RESOLUTION NO. 2020-59**

FUND	AMOUNT	DESCRIPTION
<b>A. GENERAL FUND</b>		
Estimated Revenues		
State Reimbursable Agreements	200,000	Increase estimated revenue from State Reimbursable Agreements
Boat Launch Fees	(18,000)	Decrease estimated revenue from Boat Launch Fees
Total Revenues	<u>182,000</u>	
Fund Balance	(1,800,000)	Decrease appropriated Fund Balance To Increase Reserve for General Fund City Portion of 12.5% for Hurricane Sally
Fund Balance	2,837,295	Increase appropriated fund balance - FY 2020 Departmental Carryforward
Sub-Total Fund Balance	<u>1,037,295</u>	
Fund Balance	242,409	Increase appropriated fund balance - Saenger Theatre
Total Revenues & Fund Balance	<u><u>1,461,704</u></u>	
Appropriations		
(1) City Council		
Operating Expenses	307,054	Increase appropriation for Operating Expenses - FY 2020 Carryforward
(2) Mayor		
Allocated Overhead/(Cost Recovery)	(40,000)	Increase appropriation - Parking Management Allocated Overhead/(Cost Recovery)
(3) Human Resources		
Operating Expenses	10,000	Increase appropriation for Operating Expenses - FY 2020 Carryforward
(4) Financial Services		
Operating Expenses	29,193	Increase appropriation for Operating Expenses - FY 2020 Carryforward
(5) Planning Services		
Grants & Aids	37,435	Appropriate funding for Grants & Aids (PNC) - FY 2020 Carryforward
(6) Parks & Recreation		
Operating Expenses	209,447	Increase appropriation for Operating Expenses - FY 2020 Carryforward
(7) Public Works		
Operating Expenses	550,166	Increase appropriation for Operating Expenses - FY 2020 Carryforward
(8) Non-Departmental		
Grants and Aids - Saenger Theatre Capital	242,409	Increase appropriation - Saenger Capital Purchases - FY 2020 Carryforward
Grants and Aids - Gulf Coast Minority Chamber of Commerce	12,500	Increase appropriation for Gulf Coast Minority Chamber of Commerce - Additional Amount
Grants and Aids - Human Relations Commission	78,500	Increase appropriation for Human Relations Commission - Fair Housing (HRC) - FY 2020 Carryforward
Grants and Aids - UWF Historic Trust	25,000	Increase appropriation for UWF Historic Trust - 200th Anniversary Celebration of Florida and Escambia County
Total Appropriations	<u><u>1,461,704</u></u>	

**THE CITY OF PENSACOLA**  
**DECEMBER 2020 UNENCUMBERED CARRYOVER RESOLUTION NO. 2020-59**

FUND	AMOUNT	DESCRIPTION
<b>B. TREE PLANTING TRUST FUND</b>		
Fund Balance	<u>528,007</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>528,007</u>	Appropriate funding for Operating Expenses - FY 2020 Carryforward
Total Appropriations	<u>528,007</u>	
<b>C. HOUSING INITIATIVES FUND</b>		
Fund Balance	<u>515,879</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	<u>515,879</u>	Appropriate funding for Operating Expenses - FY 2020 Carryforward
Total Appropriations	<u>515,879</u>	
<b>D. SPECIAL GRANTS FUND</b>		
Estimated Revenues		
Federal Grants	1,802,343	Increase estimated revenue from Federal Grants
Miscellaneous	78,893	Appropriate estimated revenue from Miscellaneous Revenue
State Grants	<u>173,800</u>	Appropriate estimated revenue from State Grants
Total Estimated Revenues	<u>2,055,036</u>	
Appropriations		
Personnel Services	86,187	Increase appropriation Personnel Services - FY 2020 Carryforward
Operating Expenses	286,483	Increase appropriation for Operating Expenses - FY 2020 Carryforward
Capital Outlay	970,574	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Grants & Aids	<u>711,792</u>	Increase appropriation for Grants & Aids - FY 2020 Carryforward
Total Appropriations	<u>2,055,036</u>	
<b>E. COMMUNITY DEVELOPMENT BLOCK GRANT FUND</b>		
Estimated Revenues		
Federal Government	<u>364,891</u>	Increase estimated revenue from Federal Government
Total Estimated Revenues	<u>364,891</u>	
Appropriations		
Grants & Aids	<u>364,891</u>	Increase appropriation for Grants & Aids - Additional Federal Funding
Total Appropriations	<u>364,891</u>	

**THE CITY OF PENSACOLA**  
**DECEMBER 2020 UNENCUMBERED CARRYOVER RESOLUTION NO. 2020-59**

FUND	AMOUNT	DESCRIPTION
<b>F. COMMUNITY REDEVELOPMENT AGENCY FUND</b>		
Fund Balance	<u>4,165,718</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	1,720,290	Increase appropriation for Operating Expenses - FY 2020 Carryover - Affordable Housing
Operating Expenses	240,142	Increase appropriation for Operating Expenses - FY 2020 Carryover - Urban Core-Redev Plan Update
Operating Expenses	116,323	Increase appropriation for Operating Expenses - FY 2020 Carryover - Baylen Slip
Operating Expenses	98,252	Increase appropriation for Operating Expenses - FY 2020 Carryover - Garden Street Streetscape
Operating Expenses	124,294	Increase appropriation for Operating Expenses - FY 2020 Carryover - Sidewalk Repairs
Operating Expenses	350,720	Increase appropriation for Operating Expenses - FY 2020 Carryover - Complete Streets
Capital Outlay	220,235	Increase appropriation for Capital Outlay- FY 2020 Carryover - Main Streetscape
Capital Outlay	445,789	Increase appropriation for Capital Outlay - Belmont/DeVilliers Restoration
Grants & Aids	88,674	Increase appropriation for Grants & Aids - FY 2020 Carryover - AF Housing (Prop Improv Pgm)
Grants & Aids	100,000	Appropriate funding for Grants & Aids - Women Veteran's Memorial
Grants & Aids	300,000	Increase appropriation for Grants & Aids - FY 2020 Carryover - Skateboard Park
Grants & Aids	<u>360,999</u>	Increase appropriation for Grants & Aids - FY 2020 Carryover - Commercial Façade Pgm
Total Appropriations	<u>4,165,718</u>	
<b>G. STORMWATER UTILITY FEE FUND</b>		
Estimated Revenues		
FDOT Right of Way Maintenance	<u>(10,200)</u>	Decrease estimated revenue from FDOT Right of Way - Daniel "Chappie" James Bridge
Total Estimated Revenues	<u>(10,200)</u>	
Fund Balance	<u>97,200</u>	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	<u>87,000</u>	
Appropriations		
Operating Expenses	<u>87,000</u>	Increase appropriation for Operating Expenses - Street Sweeper Refurbishment
Total Appropriations	<u>87,000</u>	
<b>H. PARKING MANAGEMENT FUND</b>		
Estimated Revenues		
Boat Launch Fees	<u>18,000</u>	Appropriate estimated revenue from Boat Launch Fees
Total Estimated Revenues	<u>18,000</u>	
Appropriations		
Operating Expenses	<u>18,000</u>	Increase appropriation for Operating Expenses - Boat Launch Fees
Total Appropriations	<u>18,000</u>	



**THE CITY OF PENSACOLA**  
**DECEMBER 2020 UNENCUMBERED CARRYOVER RESOLUTION NO. 2020-59**

FUND	AMOUNT	DESCRIPTION
<b>I. SECTION 8 HOUSING ASSISTANCE FUND</b>		
Fund Balance	<u>1,776,743</u>	Increase appropriated fund balance
Appropriations		
Personnel Services	8,000	Increase appropriation for Personnel Services - FY 2020 Carryforward
Operating Expenses	1,276,600	Increase appropriation for Operating Expenses - FY 2020 Carryforward
Capital Outlay	23,059	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Grants & Aids	<u>469,084</u>	Increase appropriation for Grants and Aids - FY 2020 Carryforward
Total Appropriations	<u>1,776,743</u>	
<b>J. LAW ENFORCEMENT TRUST FUND</b>		
Fund Balance	<u>56,035</u>	Increase appropriated fund balance
Appropriations		
Personnel Services	7,000	Appropriate funding for Personnel Services - FY 2020 Carryforward
Operating Expenses	43,833	Appropriate funding for Operating Expenses - FY 2020 Carryforward
Capital Outlay	<u>5,202</u>	Appropriate funding for Capital Outlay - FY 2020 Carryforward
Total Appropriations	<u>56,035</u>	
<b>K. NATURAL DISASTER FUND</b>		
Estimated Revenues		
Federal Grants	29,775,906	Increase estimated revenue Federal Grants - FY 2020 Carryforward
State Grants	<u>8,440,547</u>	Appropriate estimated revenue State Grants - FY 2020 Carryforward
Total Estimated Revenues	<u>38,216,453</u>	
Appropriations		
Operating Expenses	38,177,188	Increase appropriation for Operating Expenses - FY 2020 Carryforward
Capital Outlay	<u>39,265</u>	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Total Appropriations	<u>38,216,453</u>	

**THE CITY OF PENSACOLA**  
**DECEMBER 2020 UNENCUMBERED CARRYOVER RESOLUTION NO. 2020-59**

FUND	AMOUNT	DESCRIPTION
<b>L. EASTSIDE TAX INCREMENT FINANCING DISTRICT FUND</b>		
Fund Balance	<u>674,503</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	101,684	Increase appropriation for Operating Expenses - FY 2020 Carryover - Property Acquisition/Mgmt
Operating Expenses	172,073	Increase appropriation for Operating Expenses - FY 2020 Carryover - Housing & Development
Operating Expenses	53,635	Increase appropriation for Operating Expenses - FY 2020 Carryover - Eastside - Plans & Studies
Capital Outlay	15,000	Increase appropriation for Operating Expenses - FY 2020 Carryover - Sidewalk Repairs
Capital Outlay	35,000	Appropriate funding for Capital Outlay - FY 2020 Carryover - Magee Field Sign
Capital Outlay	16,500	Appropriate funding for Capital Outlay - FY 2020 Carryover - Chappie James Phase II
Grants and Aids	<u>280,611</u>	Appropriate funding for Grants & Aids - FY 2020 Carryover - Affordable Housing (Prop Improv Pgm)
Total Appropriations	<u>674,503</u>	
<b>M. INSPECTION SERVICES FUND</b>		
Estimated Revenues		
Building Permits	<u>32,700</u>	Increase estimated revenue from Building Permits
Total Estimated Revenues	<u>32,700</u>	
Fund Balance	<u>(26,300)</u>	Decrease appropriated fund balance
Total Estimated Revenues and Fund Balance	<u>6,400</u>	
Appropriations		
Operating Expenses	<u>6,400</u>	Increase appropriation for Operating Expenses - FY 2020 Carryforward
Total Appropriations	<u>6,400</u>	
<b>N. WESTSIDE TAX INCREMENT FINANCING DISTRICT FUND</b>		
Fund Balance	<u>402,582</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	44,628	Increase appropriation for Operating Expenses - FY 2020 Carryforward - Westside - Plans & Studies
Operating Expenses	5,261	Increase appropriation for Operating Expenses - FY 2020 Carryforward - Westside - Acquisition & Mgt
Operating Expenses	150,000	Increase appropriation for Operating Expenses - FY 2020 Carryforward - Westside - Sidewalk Repairs
Operating Expenses	91,400	Increase appropriation for Operating Expenses - FY 2020 Carryforward - Westside - Complete Streets
Operating Expenses	31,143	Increase appropriation for Operating Expenses - FY 2020 Carryforward - Westside - Housing & Redevelopment
Grants and Aids	<u>80,150</u>	Increase appropriation for Grants & Aids - FY 2020 Carryforward - Commercial Façade Program
Total Appropriations	<u>402,582</u>	

**THE CITY OF PENSACOLA**

**DECEMBER 2020 UNENCUMBERED CARRYOVER RESOLUTION NO. 2020-59**

FUND	AMOUNT	DESCRIPTION
<b>O. COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND</b>		
Estimated Revenues		
Parcels Option Payments	362,213	Appropriate estimated revenue from Parcels Option Payments
Total Estimated Revenues	<u>362,213</u>	
Appropriations		
Operating Expenses	362,213	Increase appropriation for Operating Expenses
Total Appropriations	<u>362,213</u>	
<b>P. LOCAL OPTION SALES TAX FUND</b>		
Fund Balance	52,204	Increase appropriated fund balance - Penny for Progress (PFP)
Fund Balance	<u>26,931,070</u>	Increase appropriated fund balance - LOST IV
Total Fund Balance	<u>26,983,274</u>	
Appropriations		
PFP - 113 N. "C" Street	22,202	Increase appropriation - FY 2020 Carryforward - PFP
PFP - American Creosote	30,002	Increase appropriation - FY 2019 Carryforward - PFP
LOST IV - 9th Avenue Bridge Light	48,687	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Bayview Community Center	271,506	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Bayview Park	902	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Bayview Senior Center	100,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Bill Gregory Park	25,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Burgess Road	1,497,157	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Chimney Park	15,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - City Hall Parking Lot	(200,000)	Decrease appropriation - FY 2021 Reduction After Council Reprioritization
LOST IV - Cobb Center	852,040	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - East Pensacola Heights	130,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Energy Conservation & Efficiency Improvements	(143,011)	Decrease appropriation - FY 2021 Reduction After Council Reprioritization
LOST IV - Exchange Park	165,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Fire Training Simulator	74,955	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Fricker Center	349,264	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Fire - 2019 Port Security Grant Match	52,163	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - General ADA Improvements	72,005	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - General Athletic Facilities	36,339	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - General Park Improvements	30,623	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - General Park Improvements	(6,700)	Decrease appropriation - FY 2021 Reduction After Council Reprioritization
LOST IV - Highland Terrace Park	68,021	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Intersection Improvements	85,024	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Legion Field	82,729	Increase appropriation - FY 2020 Carryforward - LOST IV

**THE CITY OF PENSACOLA**

**DECEMBER 2020 UNENCUMBERED CARRYOVER RESOLUTION NO. 2020-59**

FUND	AMOUNT	DESCRIPTION
LOST IV - Magee Field	1,082,367	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Malcolm Younge Gym	(150,000)	Decrease appropriation - FY 2021 Reduction After Council Reprioritization
LOST IV - Marked Police Vehicles	17,990	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Unmarked Police Vehicles	5,048	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - New Bucket Truck	17,034	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Osceola Golf Course	157,521	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Park Sidewalk Improvements	79	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Park Sidewalk Improvements	(6,200)	Decrease appropriation - FY 2021 Reduction After Council Reprioritization
LOST IV - Pavement Management Program	243,990	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Replace Rain Bird Pump Station	11,206	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Replace Rain Shelter	550	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Replace Toro Infield Sand Pro	18,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Roger Scott Swimming Pool	100,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Roger Scott Tennis Center	927,605	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Sanders Beach Corinne Jones	525,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Sidewalk Improvements	676,467	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Skateboard Park	575,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Soccer Complex	204,153	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Street Lighting	200,920	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Street Sweeper	250,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Theophalis May Center	200,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Tippin Resource Center	1,000,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Vickrey Center	300,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Wayside East Seawall	1,424,500	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - West Cervantes Street Corridor	516,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Woodland Heights Center	75,000	Increase appropriation - FY 2020 Carryforward - LOST IV
LOST IV - Transfer to Airport	14,712,368	Appropriate funding for Transfer to Airport - FY 2020 Carryforward - LOST IV
LOST IV - Transer to Port	239,768	Appropriate funding for Transfer to Port - FY 2020 Carryforward - LOST IV
Total Appropriations	<u>26,983,274</u>	

**THE CITY OF PENSACOLA**  
**DECEMBER 2020 UNENCUMBERED CARRYOVER RESOLUTION NO. 2020-59**

FUND	AMOUNT	DESCRIPTION
<b>Q. CRA SERIES 2017 CAPITAL PROJECTS FUND</b>		
Fund Balance	<u>6,705,403</u>	Increase appropriated fund balance
Appropriations		
Urban Core		
Ferry Grant Construction	100,983	Appropriate funding for Operating Expenses - FY 2020 Carryforward
Property Acquisition & Redevelopment	209,880	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Devilliers Streetscape Reconstruction	66,095	Increase appropriation for Capital Outlay - FY 2020 Carryforward
"A" St. Revitalization	967,140	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Devilliers St. Rehabilitation	233,556	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Reus St. Revitalization	998,584	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Eastside TIF		
Property Acquisition & Redevelopment	32,984	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Redevelopment - 1700 MLK Drive	60,000	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Chappie James Museum & Flight Academy	445,371	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Chappie James Museum & Flight Academy - Overflow Pkng	2,000	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Westside TIF		
Property Acquisition & Redevelopment	633,990	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Acquisition Lee St/W Moreno Stormwater Park	600,000	Increase appropriation for Capital Outlay - FY 2020 Carryforward
"A" St. Revitalization	1,038,690	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Lee St./W Moreno Stormwater Park	<u>1,316,130</u>	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Total Appropriations	<u>6,705,403</u>	
<b>R. CRA SERIES 2019 CAPITAL PROJECTS FUND</b>		
Fund Balance	<u>17,836,500</u>	Increase appropriated fund balance
Appropriations		
Urban Core		
Operating Expenses		
Sidewalk Repairs & Improvements	1,375,000	Appropriate funding for Operating Expenses (Capital Projects) FY 2020 Carryforward
Urban Core Series 2019 FD 7/25/19	280,705	Appropriate funding for Operating Expenses (Capital Projects) FY 2020 Carryforward
Capital Outlay		
SCAPE - Bruce Beach	8,588,576	Increase appropriation for Capital Outlay FY 2020 Carryforward
SCAPE - Street & Streetscape Improv	6,135,554	Increase appropriation for Capital Outlay FY 2020 Carryforward
CMP Day Marina	<u>1,456,665</u>	Increase appropriation for Capital Outlay FY 2020 Carryforward
Total Appropriations	<u>17,836,500</u>	

**THE CITY OF PENSACOLA**

**DECEMBER 2020 UNENCUMBERED CARRYOVER RESOLUTION NO. 2020-59**

FUND	AMOUNT	DESCRIPTION
<b>S. STORMWATER CAPITAL PROJECTS FUND</b>		
Fund Balance	<u>3,730,524</u>	Increase appropriated fund balance
Appropriations		
Operating Expenses	674,180	Increase appropriation for Operating Expenses - FY 2020 Carryforward
Bayou Texar Channel Dr	78,744	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Stormwater Vaults City-Wide	817,977	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Land Acquisition Retention Pond Sites	250,000	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Pensacola Bay O/F - Alcaniz Street	99,360	Increase appropriation for Capital Outlay - FY 2020 Carryforward
"L" Street @ Kiwanis Park	18,286	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Langley Ave & Homewood	55,000	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Spanish Trail Retention Pond	139,408	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Grant Match Funding	559,204	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Pensacola Bay O/F - Spring Street	42,091	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Barrancas Ave - "E" to "L" Street	106,781	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Cordova Square Pond Rehabilitation	15,194	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Fisher Street & 11th Ave Pond Rehab	17,600	Increase appropriation for Capital Outlay - FY 2020 Carryforward
FDEM Grant - 12th Ave & Cross	17,894	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Bayou Texar O/F - E.Cross-Yates-Esc-Osceola	32,484	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Bayou Texar O/F - Texar-17th-18th	4,356	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Davis Hwy @ Carpenters Creek (North)	30,207	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Bayou Texar O/F - Bayou Blvd, Lee, Lloyd, Stanley	47,865	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Bayou Texar O/F - Bayou Blvd, Perry, Blount, Avery	87,689	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Bayou Texar O/F - Scott, Yates, Lakeview, Strong	636,204	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Total Appropriations	<u>3,730,524</u>	
<b>T. GAS UTILITY FUND</b>		
Fund Balance	<u>527,800</u>	Increase appropriated fund balance
Appropriations		
Capital Outlay	<u>527,800</u>	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Total Appropriations	<u>527,800</u>	
<b>U. SANITATION FUND</b>		
Estimated Revenues		
Residential Refuse Containers	38,000	Increase estimated revenue from Residential Refuse Containers
Business Refuse Containers	<u>(38,000)</u>	Decrease estimated revenue from Business Refuse Containers
Total Revenues	<u>0</u>	

**THE CITY OF PENSACOLA**

**DECEMBER 2020 UNENCUMBERED CARRYOVER RESOLUTION NO. 2020-59**

FUND	AMOUNT	DESCRIPTION
<b>V. PORT FUND</b>		
Estimated Revenues		
State Grant Revenue	1,050,900	Increase estimated revenue from State Grants
Transfer in From Local Option Sales Tax Fund	239,768	Appropriate estimated revenue - Transfer in From Local Option Sales Tax Fund
Total Revenues	<u>1,290,668</u>	
Fund Balance	<u>134,835</u>	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	<u><u>1,425,503</u></u>	
Appropriations		
Operating Expenses	58,663	Increase appropriation for Operating Expenses - FY 2020 Carryforward
State Grants - Operating Expenses	75,202	Increase appropriation for Operating Expenses - FY 2020 Carryforward
State Grants - Capital Outlay	975,698	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Port Match - Operating Expenses	25,068	Increase appropriation for Operating Expenses - FY 2020 Carryforward
Port Match - Capital Outlay	290,872	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Total Appropriations	<u><u>1,425,503</u></u>	
<b>W. AIRPORT FUND</b>		
Estimated Revenues		
Federal Grant Revenue	19,026,849	Increase estimated revenue from Federal Grants
State Grant Revenue	66,875,000	Increase estimated revenue from State Grants
Private Grant Revenue	107,911,593	Increase estimated revenue from Private Grants
Transfer In From Local Option Sales Tax Fund	14,712,368	Increase estimated revenue from Transfer In From Local Option Sales Tax Fund
Total Revenues	<u>208,525,810</u>	
Fund Balance	(144,640)	Decrease appropriated fund balance - ST Aerospace
Fund Balance	<u>1,677,270</u>	Increase appropriated fund balance - Departmental
Total Fund Balance	<u>1,532,630</u>	
Total Estimated Revenues and Fund Balance	<u><u>210,058,440</u></u>	
Appropriations		
Operating Expenses - Airport O & M	1,677,270	Increase appropriation for Operating Expenses - Airport O & M - FY 2020 Carryforward
Operating Expenses - Federal Grants	6,081,566	Increase appropriation for Operating Expenses - Federal Grants - FY 2020 Carryforward
Capital Outlay - Federal Grants	12,945,283	Increase appropriation for Capital Outlay - Federal Grants - FY 2020 Carryforward
Capital Outlay - State Grants	66,875,000	Increase appropriation for Capital Outlay - State Grant - FY 2020 Carryforward
Capital Outlay - ST Aerospace	122,479,321	Increase appropriation for Capital Outlay - ST Aerospace - FY 2020 Carryforward
Total Appropriations	<u><u>210,058,440</u></u>	

**THE CITY OF PENSACOLA**  
**DECEMBER 2020 UNENCUMBERED CARRYOVER RESOLUTION NO. 2020-59**

FUND	AMOUNT	DESCRIPTION
<b>X. INSURANCE RETENTION FUND</b>		
Estimated Revenue		
Claims	1,000,000	Increase estimated revenue from Claims
Total Revenues	1,000,000	
Fund Balance	10,000	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	1,010,000	
Appropriations		
Operating Expenses	10,000	Increase appropriation for Operating Expenses - FY 2020 Carryforward
Non-Operating	1,000,000	Increase appropriation for Non-Operating - Claims
Total Appropriations	1,010,000	
<b>Y. CENTRAL SERVICES FUND</b>		
Estimated Revenue		
Charges For Services - Technology Resources	424,447	Increase estimated revenue from Charges for Services - Technology Resources
Total Revenues	424,447	
Appropriations		
1) Technology Resources		
Operating Expenses	389,247	Increase appropriation for Operating Expenses - FY 2020 Carryforward
Capital Outlay	35,200	Increase appropriation for Capital Outlay - FY 2020 Carryforward
Total Appropriations	424,447	
<b>Z. SPECIAL ASSESSMENTS FUND</b>		
Estimated Revenue		
Special Assessments	100,000	Appropriate estimated assessment revenue from Special Assessments
Total Revenue	100,000	
Appropriations		
Other Non-Operating	100,000	Appropriate funds for Other Non-Operating
Total Appropriations	100,000	
<b>AA. ALL FUNDS</b>		
Appropriations		
9111 - Salaries	428,300	Transfer from 9195 - Salary Increases (Union)
9195 - Salary Increases (Union)	(428,300)	Transfer to 9111 - Salaries
9111 - Salaries	473,000	Transfer from 9196 - Salary Increases (Non-Union)
9196 - Salary Increases (Non-Union)	(473,000)	Transfer to 9111 - Salaries
Total Appropriations	0	





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00814

City Council

12/10/2020

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### **ADD-ON LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

APPROVAL OF AMTRAK BUILDING & PARKING LOT LEASE TO MONUMENT TO WOMEN VETERANS INC.

**RECOMMENDATION:**

That City Council approve the final draft Lease Agreement for the Amtrak building and parking lot between the City of Pensacola and the Monument to Women Veterans Inc. Further, that City Council authorize the Mayor to take all necessary actions to execute and administer the Lease Agreement.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In March 2013, City Council approved the surplus of the Amtrak building. Subsequent attempts to dispose of the property via sale and to re-establish Amtrak service were unsuccessful. Michelle Caldwell of the non-profit Monument to Women Veterans organization has lobbied on several occasions for leasing the property to establish a museum and venue in tribute to women service veterans. In November 2020, City Council authorized the Mayor to enter into negotiations to lease the property to Ms. Caldwell's organization.

This item is requested as an add-on due to City Council feedback from a prior meeting regarding the terms, requesting staff to move quickly to finalize the agreement and bring back to the City Council for approval.

**PRIOR ACTION:**

April 11, 2013 - City Council approved the declaration of the Amtrak property as surplus.

September 13, 2018 - Presentation and discussion with Michelle Caldwell, Monument to Women Veterans Inc.

October 5, 2020 - Presentation and discussion with Michelle Caldwell, Monument to Women Veterans Inc.

November 12, 2020 - City Council approved the negotiation of a lease for the Amtrak property with

Monument to Women Veterans Inc.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

For the first 18-month period a monthly rate of \$1.00 will be paid to the City of Pensacola while the organization secures funding and develops a construction plan for the renovations and improvements to the property. After the 18-month period the organization will pay the market rate of the lease payments. Credit for all documented funds expended for improvements to the property will be applied towards the lease payments.

**CITY ATTORNEY REVIEW:** Yes

12/7/2020

**STAFF CONTACT:**

Keith Wilkins, City Administrator  
Amy Lovoy, Finance Director

**ATTACHMENTS:**

- 1) Women Veterans Amtrak Lease - final draft
- 2) Sunbiz Info - 11-2020
- 3) Council Approval to Surplus Amtrak - 4-11-2013
- 4) Council Approval to Negotiate Lease - 11-12-2020

**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 thirty (30) 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 with two additional ten (10) years renewal periods beyond its initial term. Renewal of this lease will not be unreasonably withheld by the Lessor.

### **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. The Milestones in Paragraph 5 (A) below denote the method by which the assets are demonstrated.

**A. Financial Milestones**

At Six (6) months from the date of inception of this lease, Lessee shall provide to the Lessor sufficient documentation of financial assets in the amount of Three Hundred Thousand Dollars (\$300,000.00).

At Twelve (12) months from the date of inception of this lease, Lessee shall provide to the Lessor sufficient documentation of financial assets in the amount of Six Hundred Thousand (\$600,000.00), completed a 30% construction plan and complete timeline for property improvements.

At Eighteen (18) months from the date of inception of this lease, Lessee shall provide to the Lessor sufficient documentation of financial assets in the amount of Eight Hundred Thousand (\$800,000.00) and completed a 60% construction plan.

“In-kind” contributions or any other non-cash contributions will be evaluated per item on a case-by-case basis and accepted as an asset at the sole discretion of the Lessor. The “in-kind”, non-cash contributions shall not comprise more than 15% of the total amount of financial assets required in totality, or \$120,000.

**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. Credit for all documented funds which Lessee expends on Lessor-approved, improvements to the property will be applied towards the lease payments. 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, any applicable taxes and utilities.

### **D. Prior Approval**

All expenditures for improvements and maintenance repairs and construction in the amount of \$10,000.00 or more shall receive prior approval from the Mayor or his designee. Lessee understands that approval of such improvements is necessary for credit towards the lease payments referenced in Paragraph 6 (B).

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 \$10,000.00. 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 (including rail track repairs or similar), the Lessee will abate and terminate its use of the property on a temporary basis 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 City Administrator  
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 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 waive 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  
A municipal corporation, Lessor

MONUMENT TO WOMEN VETERANS  
INC., Non-profit organization, Lessee

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

By: \_\_\_\_\_  
Michelle Caldwell, President

Witnesses:

Witnesses:

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_

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 C. Robinson, IV, the Mayor of the City of Pensacola, a municipal corporation, for an on behalf of the City, and who is personally known to me.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Michelle Caldwell, the President of Monument to Women Veterans, a Florida not for profit corporation, for and on behalf of the corporation and who is personally known to me or has produced \_\_\_\_\_ as identification.

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

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

NOTARY PUBLIC

NOTARY PUBLIC

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
[Type or print Name]  
My 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 15<sup>th</sup> 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 policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. **Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee.** If on an ACORD 25 or similar form, the words "endeavor to" and "but failure..." shall be deleted so that the sentence ends with the word "left" or signed endorsements for the cancellation clauses MUST accompany Certificate(s) of Insurance. The Lessee shall replace any canceled, adversely changed, restricted or non-renewed policies with the new policies acceptable to the City and shall file with the City, Certificate of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Lessee shall, upon instructions of the City, cease all operations under the 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**

<b>Report Year</b>	<b>Filed Date</b>
2018	04/29/2018
2019	06/20/2019
2020	02/26/2020

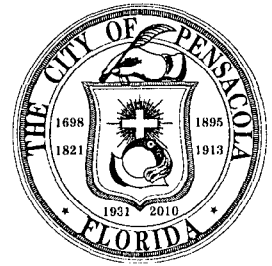
#### **Document Images**

<a href="#">02/26/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/20/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/09/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/30/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/05/2015 -- AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/23/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/20/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">07/20/2011 -- Domestic Non-Profit</a>	<a href="#">View image in PDF format</a>

# REPORT OF COUNCIL ACTION

## OFFICE OF THE CITY CLERK

April 11, 2013



Agenda Item 11B

**Subject:** SURPLUS PROPERTY DISPOSITION REQUEST FOR AMTRAK STATION – 980 E. HEINBERG

**Ordinance #:** \_\_\_\_\_

**Action Taken:**

☒ Approved by Council    \_\_\_\_\_ Motion Failed    \_\_\_\_\_ First Reading    \_\_\_\_\_ Second Reading

**Referred To:**

\_\_\_\_\_ Staff    \_\_\_\_\_ Other    \_\_\_\_\_ Committee

Council Member	Action				
	Absent	Motion	Second	Yes	No
Charles Bare			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Jewel Cannada-Wynn – <b>Vice President</b>	<input checked="" type="checkbox"/>				
Larry B. Johnson				<input checked="" type="checkbox"/>	
Sherri Myers				<input checked="" type="checkbox"/>	
Megan B. Pratt		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Brian Spencer				<input checked="" type="checkbox"/>	
Andy Terhaar				<input checked="" type="checkbox"/>	
Gerald Wingate				<input checked="" type="checkbox"/>	
P.C. Wu – <b>President</b>				<input checked="" type="checkbox"/>	

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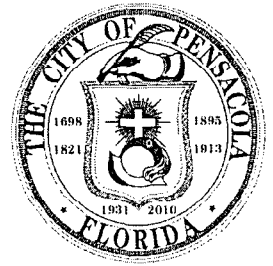
☒ Council File

\_\_\_\_\_ Municipal Code

# Report of Consent Agenda

April 11, 2013

Item 11



**Members:** P. C. Wu, Jewel Cannada-Wynn, Charles Bare, Larry B. Johnson, Sherri Myers, Megan B. Pratt, Brian Spencer, Andy Terhaar, and Gerald Wingate

**Members Absent:** None

**All Items Passed Unanimously in Committee of the Whole – April 8, 2013**

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## CONSENT AGENDA

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**A. ESCAMBIA/PENSACOLA 2014-2016 STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) LOCAL HOUSING ASSISTANCE PLAN, RESOLUTION AND INTERLOCAL AGREEMENT**

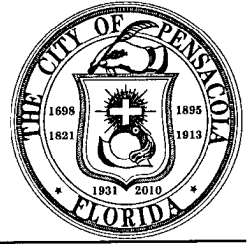
That City Council 1) adopt a Resolution approving the Escambia/Pensacola 2014-2016 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (LHAP); 2) approve the SHIP Program Interlocal Agreement with Escambia County providing for joint implementation and administration of the Escambia/Pensacola SHIP Program and LHAP; and 3) authorize staff to revise the SHIP budgetary allocations within the approved LHAP and between approved strategies to accurately reflect actual funding distributions provided by Florida Housing Finance Corporation.

**B. SURPLUS PROPERTY DISPOSITION REQUEST FOR AMTRAK STATION – 980 E. HEINBERG**

That City Council declare the Amtrak Station surplus and make available for lease using the Direct Negotiation Option as outlined in current Council Policy. Additionally, that City Council authorize the use of a commercial real estate (RE) broker to list, market, and negotiate the lease for ultimate Council approval as agent for the City.

# COMMITTEE MEMORANDUM

April 8, 2013



**FROM:** Ashton J. Hayward, III, Mayor *WHR for ASH*  
**SUBJECT:** Surplus Property Disposition Request for Amtrak Station - 980 E. Heinberg

## RECOMMENDATION:

That City Council declare the Amtrak Station surplus and make available for lease using the Direct Negotiation Option as outlined in current Council Policy. Additionally, that City Council authorize the use of a commercial real estate (RE) broker to list, market, and negotiate the lease for ultimate Council approval as agent for the City.

## SUMMARY:

The subject property was formerly the local passenger terminal for Amtrak but after passenger train service ended to West Florida as a result of the damage to the passenger rail infrastructure in Mississippi and Alabama from hurricane Katrina, the station has sat unused and empty for past several years. Amtrak leadership, during the Gulf Coast Rail Summit held in Mobile, Alabama 2012, indicated that there are no plans to reestablish passenger service in the near term. If Amtrak was told to reopen service to the Florida Panhandle, there would be ample notification because of the significant track and station modifications that would have to happen all along the line from New Orleans to Jacksonville. For example, Mobile does not even have a passenger terminal and the rail in NW Florida is speed constrained due to antiquated safety equipment.

To ensure that the option to reopen as a passenger terminal remains available to the City, any negotiated lease would contain a clause that should passenger train service return to Pensacola the lease would be terminated in order to accommodate restarted passenger service.

The Amtrak building and grounds are in excellent condition. It is 4,535 SqFt heated and cooled with another 2,000 SqFt under canopy. It is zoned C-2, M-1. Informal discussions with real estate professionals and City staff indicate that the building would make a very suitable office space.

## PRIOR ACTION:

N/A.

## FUNDING:

Budget: \$0  
Actual: \$0

## FINANCIAL IMPACT:

Income from lease minus RE broker commission.

Committee of the Whole  
Surplus Property Disposition for Amtrak Station - 980 E. Heinberg  
April 8, 2013  
Page 2

**STAFF CONTACT:**

William H. Reynolds, City Administrator; Clark Merritt, Economic Opportunity and Sustainability

**ATTACHMENTS:**

- 1) Images of subject property

**PRESENTATION:**

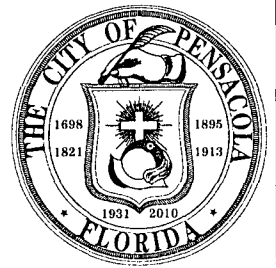
No.

## Property Images – Amtrak Station 980 E. Heinberg



# REPORT OF COUNCIL ACTION

## OFFICE OF THE CITY CLERK



April 11, 2013

Agenda Item 11B

**Subject:** SURPLUS PROPERTY DISPOSITION REQUEST FOR AMTRAK STATION – 980 E. HEINBERG

**Ordinance #:** \_\_\_\_\_

**Action Taken:**

☒ Approved by Council    ☐ Motion Failed    ☐ First Reading    ☐ Second Reading

**Referred To:**

☐ Staff    ☐ Other    ☐ Committee

Council Member	Action				
	Absent	Motion	Second	Yes	No
Charles Bare			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Jewel Cannada-Wynn – Vice President	<input checked="" type="checkbox"/>				
Larry B. Johnson				<input checked="" type="checkbox"/>	
Sherri Myers				<input checked="" type="checkbox"/>	
Megan B. Pratt		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Brian Spencer				<input checked="" type="checkbox"/>	
Andy Terhaar				<input checked="" type="checkbox"/>	
Gerald Wingate				<input checked="" type="checkbox"/>	
P.C. Wu - President				<input checked="" type="checkbox"/>	

Copies:

☒ Council File

☐ Municipal Code

# Report of Consent Agenda

April 11, 2013

Item 11



**Members:** P. C. Wu, Jewel Cannada-Wynn, Charles Bare, Larry B. Johnson, Sherri Myers, Megan B. Pratt, Brian Spencer, Andy Terhaar, and Gerald Wingate

**Members Absent:** None

**All Items Passed Unanimously in Committee of the Whole – April 8, 2013**

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## CONSENT AGENDA

---

**A. ESCAMBIA/PENSACOLA 2014-2016 STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) LOCAL HOUSING ASSISTANCE PLAN, RESOLUTION AND INTERLOCAL AGREEMENT**

That City Council 1) adopt a Resolution approving the Escambia/Pensacola 2014-2016 State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (LHAP); 2) approve the SHIP Program Interlocal Agreement with Escambia County providing for joint implementation and administration of the Escambia/Pensacola SHIP Program and LHAP; and 3) authorize staff to revise the SHIP budgetary allocations within the approved LHAP and between approved strategies to accurately reflect actual funding distributions provided by Florida Housing Finance Corporation.

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# COMMITTEE MEMORANDUM

April 8, 2013



**FROM:** Ashton J. Hayward, III, Mayor *WHR for ASH*  
**SUBJECT:** Surplus Property Disposition Request for Amtrak Station - 980 E. Heinberg

## RECOMMENDATION:

That City Council declare the Amtrak Station surplus and make available for lease using the Direct Negotiation Option as outlined in current Council Policy. Additionally, that City Council authorize the use of a commercial real estate (RE) broker to list, market, and negotiate the lease for ultimate Council approval as agent for the City.

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The Amtrak building and grounds are in excellent condition. It is 4,535 SqFt heated and cooled with another 2,000 SqFt under canopy. It is zoned C-2, M-1. Informal discussions with real estate professionals and City staff indicate that the building would make a very suitable office space.

## PRIOR ACTION:

N/A.

## FUNDING:

Budget: \$0  
Actual: \$0

## FINANCIAL IMPACT:

Income from lease minus RE broker commission.

**STAFF CONTACT:**

William H. Reynolds, City Administrator; Clark Merritt, Economic Opportunity and Sustainability

**ATTACHMENTS:**

- 1) Images of subject property

**PRESENTATION:**

No.



## Legislation Details (With Text)

**File #:** 20-00728 **Version:** 1 **Name:**

**Type:** Legislative Action Item **Status:** Passed

**File created:** 11/2/2020 **In control:** City Council

**On agenda:** 11/12/2020 **Final action:** 11/12/2020

**Enactment date:** **Enactment #:**

**Title:** LEASE OF AMTRAK BUILDING & PARKING LOT TO MONUMENT TO WOMEN VETERANS INC.

**Sponsors:** Jewel Cannada-Wynn

**Indexes:**

**Code sections:**

**Attachments:** 1. Women's Veterans Lease draft w updates, 2. Sunbiz Info 11-2020, 3. INFORMATION PROVIDED BY MICHELLE CALDWELL

Date	Ver.	Action By	Action	Result
11/12/2020	1	City Council	Approved	Pass
11/9/2020	1	Agenda Conference	Placed on Regular Agenda	Pass

### 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

**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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00781

City Council

12/10/2020

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### **ADD-ON LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Jared Moore

**SUBJECT:**

APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY BOARD CHAIR

### **RECOMMENDATION:**

That City Council appoint one member of the Community Redevelopment Agency Board as Chair of the Board for a period of one year, expiring December 2021.

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

Per Sections 3.1 and 3.2 of the Community Redevelopment Agency (CRA) Bylaws, the Chair and Vice Chair shall be elected by the City Council during the month of December. The Chair shall preside at all CRA meetings, execute all instruments in the name of the CRA, appoint committees with approval by the Board, and perform all other duties required by the Board. In the absence of the Chair, the Vice Chair shall exercise all functions of the Chair.

The following have been nominated:

### **Nominee**

### **Nominated by**

Sherri Myers  
Delarian Wiggins

Jones, Myers  
Wiggins

### **PRIOR ACTION:**

City Council appoints the Community Redevelopment Agency Board Chair annually.

### **FUNDING:**

Budget: N/A

Actual: N/A

### **FINANCIAL IMPACT:**

None.

**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

- 1) Nomination Forms - Sherri Myers
- 2) Nomination Form - Delarian Wiggins
- 3) Ballot

**PRESENTATION:** No

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I Casey Jones, City Council Member, do hereby  
nominate Sherri Meyers for appointment by the  
City Council for the position of:

**CHAIR  
COMMUNITY REDEVELOPMENT AGENCY BOARD**

Provide a brief description of nominee's qualifications:

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

  
City Council Member

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



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

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Sherril Myers, City Council Member, do hereby  
nominate Sherril Myers for appointment by the  
City Council for the position of:

**CHAIR  
COMMUNITY REDEVELOPMENT AGENCY BOARD**

Provide a brief description of nominee's qualifications:

I have served on CRA Board for  
10 years. I have Not Served  
as Chair or Vice Chair of  
the CRA. I have extensive  
knowledge of Fla. laws concerning  
CRA's and the programs, projects  
and plans of the CRA over  
the past years.

Sherril Myers  
City Council Member

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

Erica L. Burnett  
Erica L. Burnett, City Clerk



CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I Delarion Wiggins, City Council Member, do hereby  
nominate Delarion Wiggins for appointment by the  
City Council for the position of:

**CHAIR  
COMMUNITY REDEVELOPMENT AGENCY BOARD**

Provide a brief description of nominee's qualifications:

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Delarion Wiggins  
City Council Member

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

Ericka L. Burnett  
Ericka L. Burnett, City Clerk

**Ballot – Community Redevelopment Agency Board Chair**

December 10, 2020

*Term expiring December, 2021*

\_\_\_\_\_ Sherri Myers

\_\_\_\_\_ Delarian Wiggins

**Vote for One**

Signed: \_\_\_\_\_  
**Community Redevelopment Agency Board Member**



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 20-00782

City Council

12/10/2020

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### **ADD-ON LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Jared Moore

**SUBJECT:**

APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY BOARD VICE CHAIR

**RECOMMENDATION:**

That City Council appoint one member of the Community Redevelopment Agency (CRA) Board as Vice Chair of the Board for a period of one year, expiring December 2021.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Per Sections 3.1 and 3.2 of the Community Redevelopment Agency (CRA) Bylaws, the Chair and Vice Chair shall be elected by the City Council during the month of December. The Chair shall preside at all CRA meetings, execute all instruments in the name of the CRA, appoint committees with approval by the Board, and perform all other duties required by the Board. In the absence of the Chair, the Vice Chair shall exercise all functions of the Chair.

The following have been nominated:

**Nominee**

**Nominated by**

Teniade Broughton  
Delarian Wiggins

Jones  
Wiggins

**PRIOR ACTION:**

City Council appoints the Community Redevelopment Agency Board Vice Chair annually.

**FUNDING:**

Budget: N/A

Actual: N/A

**FINANCIAL IMPACT:**

None.

**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

- 1) Nomination Form - Teniade Broughton
- 2) Nomination Form - Delarian Wiggins
- 3) Ballot

**PRESENTATION:** No

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I Casey Jones, City Council Member, do hereby  
nominate Teniade Broughton for appointment by the  
City Council for the position of:

**VICE CHAIR  
COMMUNITY REDEVELOPMENT AGENCY BOARD**

Provide a brief description of nominee's qualifications:

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\_\_\_\_\_  
City Council Member

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

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

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I Delorian Wiggins, City Council Member, do hereby  
nominate Delorian Wiggins for appointment by the  
City Council for the position of:

**VICE CHAIR  
COMMUNITY REDEVELOPMENT AGENCY BOARD**

Provide a brief description of nominee's qualifications:

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Delorian Wiggins  
City Council Member

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

Ericka L. Burnett  
Ericka L. Burnett, City Clerk

**Ballot – Community Redevelopment Agency Board Vice Chair**

December 10, 2020

*Term expiring December, 2021*

\_\_\_\_\_ Teniade Broughton

\_\_\_\_\_ Delarian Wiggins

**Vote for One**

Signed: \_\_\_\_\_  
**Community Redevelopment Agency Board Member**



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 45-20

City Council

12/10/2020

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### **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 adopt Proposed Ordinance No. 45-20 on second 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.

**PRIOR ACTION:**

November 12, 2020 - The City Council conducted a public hearing and voted to approve Proposed Ordinance No. 45-20 on first reading.

**FUNDING:**



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, 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. 45-20

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

AN ORDINANCE  
TO BE ENTITLED:

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.

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

Attest:

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

**REZONING**

Please check application type:

☐ Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☒ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

**Applicant Information:**Name: REBOL-BATTLE & Assoc. / JASON REBOL Date: July 10, 2020Address: 2301 N. 9TH AVE., PENSACOLA, FL 32501Phone: 850-438-0400 Fax: 850-438-0440 Email: JASON@REBOL-BATTLE.COM**Property Information:**Owner Name: DAVIS IMP, LLC Phone: 939-3535Location/Address: 4406 N. DAVIS HWY, PENSACOLA, FL 32503Parcel ID: 49-15-30-9101-000-001 Acres/Square Feet: 1.47Zoning Classification: Existing R-1AAA Proposed C-1Future Land Use Classification: Existing L.D.R. Proposed CReason Rezoning Requested: TO CONSTRUCT AN ADDITION TO THE EXISTING BUILDING. THE CURRENT PARCEL IS SPLIT ZONED C-1/R-1AAA. 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 thereonThe 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, 2020.

Applicant Signature

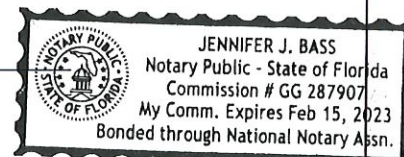
JASON REBOL

Applicant Name (Print)

Owner Signature

Mmele Gromania

Owner Name (Print)

Sworn to and subscribed to before me this 4 day of August, 2020Name: Jennifer J. BassCommission Expires: 2/15/23**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.
  - 3. 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.
- (l) 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.
  - (i) The appropriate city council committee shall review the Department of Community Affairs comments and forward to city council for review and action.
  - (j) 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.
  - (l) 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.



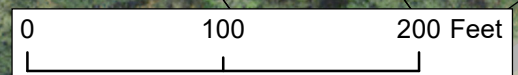


HYATT ST

N DAVIS HWY

4406 N DAVIS HWY

CHADWICK ST

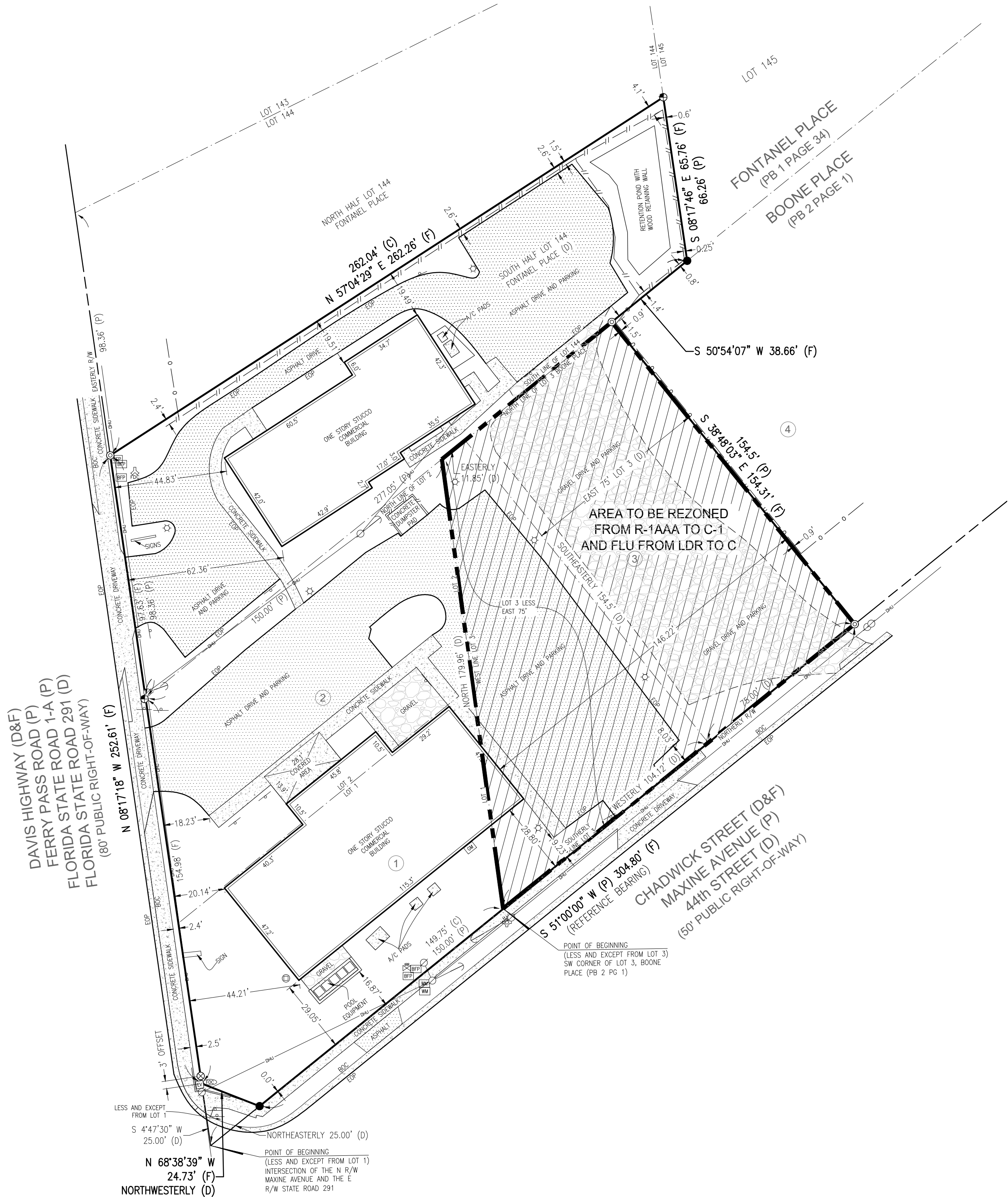


Date: 8/11/2020



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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.

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 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.

AND

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:

- 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.
- MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
- VISIBLE UTILITIES WITHIN THE SURVEY LIMITS ARE AS SHOWN HERON.
- THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
- VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
- 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.
- 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.
- 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.
- THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
- 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
- 0 — 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
- ④ DENOTES LOT NUMBER
- A/C DENOTES AIR CONDITIONING
- BOC DENOTES BACK OF CURB
- (C) DENOTES CALCULATED PER FIELD DATA
- (D) DENOTES DEED INFORMATION
- EDP DENOTES EDGE OF PAVEMENT
- (F) DENOTES FIELD INFORMATION
- (P) DENOTES PLAT INFORMATION
- PB DENOTES PLAT BOOK
- PG 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

BOUNDARY SURVEY

PREPARED FOR: DAVIS IMP, L.L.C.  
REQUESTED BY: KERRY ANNE SCHULTZ  
FOUNTAIN, SCHULTZ & BRIDGEFORD, P.L.L.C.

PROJECT NO: 2019.131  
DRAWN BY: BTH  
CHKD BY: MANIANG  
SCALE: 1" = 30'  
F.B.: 19-06  
PG: 74-77  
DATE: 8/29/2019

REVISION/ACTION TAKEN

NO.	DATE	APPR.	REVISION/ACTION TAKEN

SACRED HEART MEDICAL  
4406 NORTH DAVIS HIGHWAY

SECTION: 49 TOWNSHIP: 1 S RANGE: 30 W  
COUNTY: ESCAMBIA STATE: FLORIDA

NOT VALID WITHOUT THE  
SIGNATURE AND THE  
ORIGINAL RAISED SEAL  
OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER

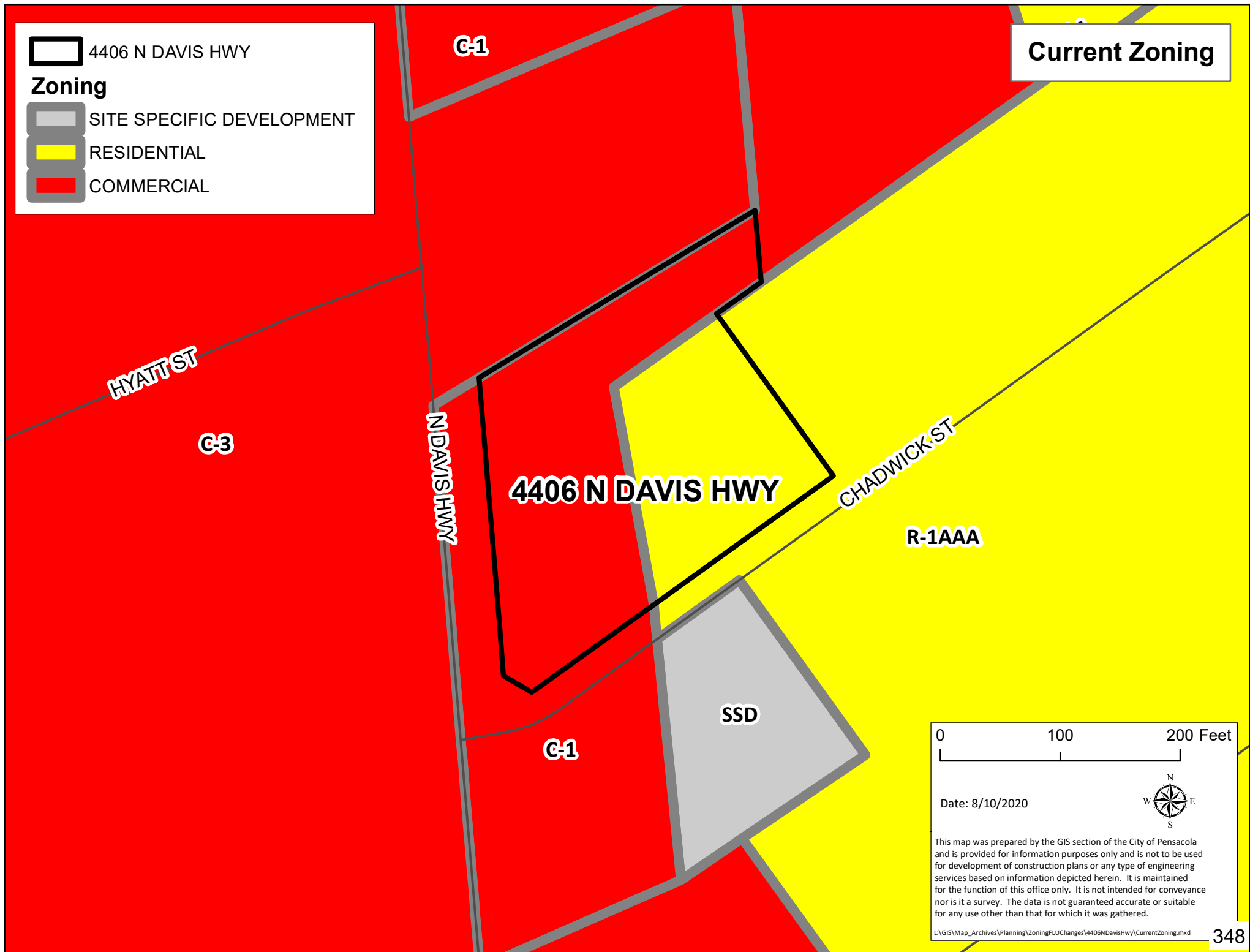
**REBOL-BATTLE & ASSOCIATES**  
Civil Engineers and Surveyors  
2301 N. Ninth Avenue, Suite 300  
Pensacola, Florida 32503  
Telephone 850.438.0400 Fax 850.438.0448  
EB 0006657 LB 7916

4406 N DAVIS HWY

### Zoning

- SITE SPECIFIC DEVELOPMENT
- RESIDENTIAL
- COMMERCIAL

### Current Zoning



0 100 200 Feet

Date: 8/10/2020



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4406 N DAVIS HWY

### Future Land Use

- COMMERCIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL

**MEDIUM** Current Future Land Use

HYATT ST

COMMERCIAL

N DAVIS HWY

4406 N DAVIS HWY

LOW DENSITY RESIDENTIAL

CHADWICK ST

0 100 200 Feet

Date: 8/11/2020



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- 4406 N DAVIS HWY
- SITE SPECIFIC DEVELOPMENT
- RESIDENTIAL
- COMMERCIAL

# Proposed Zoning

HYATT ST

N DAVIS HWY

4406 N DAVIS HWY

CHADWICK ST

0 100 200 Feet

Date: 8/10/2020



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4406 N DAVIS HWY

**Future Land Use**

- COMMERCIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL

**MEDIUM DENSITY RESIDENTIAL**

**Proposed Future  
Land Use**

**HYATT ST**

**COMMERCIAL**

**4406 N DAVIS HWY**

**CHADWICK ST**

**LOW DENSITY RESIDENTIAL**

**N DAVIS HWY**

0 100 200 Feet

Date: 8/21/2020



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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](mailto:dmoore@cityofpensacola.com)

\*\*\*Please consider the environment before printing this email.



For Non-Emergency Citizen Requests, Dial 311 or visit [Pensacola311.com](http://Pensacola311.com)

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**From:** Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>  
**Sent:** Tuesday, August 11, 2020 10:08 AM  
**To:** Amy Hargett <[ahargett@cityofpensacola.com](mailto:ahargett@cityofpensacola.com)>; Andre Calaminus (ECUA) <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Annie Bloxson <[ABloxson@cityofpensacola.com](mailto:ABloxson@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Brian Cooper <[bcooper@cityofpensacola.com](mailto:bcooper@cityofpensacola.com)>; Chris Mauldin <[CMauldin@cityofpensacola.com](mailto:CMauldin@cityofpensacola.com)>; Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>; Derrik Owens <[DOwens@cityofpensacola.com](mailto:DOwens@cityofpensacola.com)>; Diane Moore <[DMoore@cityofpensacola.com](mailto:DMoore@cityofpensacola.com)>; Heather Lindsay <[HLindsay@cityofpensacola.com](mailto:HLindsay@cityofpensacola.com)>; Jonathan Bilby <[JBilby@cityofpensacola.com](mailto:JBilby@cityofpensacola.com)>; Karl Fenner (AT&T) <[KF5345@att.com](mailto:KF5345@att.com)>; Kellie L. Simmons (Gulf Power) <[kellie.simmons@nexteraenergy.com](mailto:kellie.simmons@nexteraenergy.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>; Leslie Statler <[LStatler@cityofpensacola.com](mailto:LStatler@cityofpensacola.com)>; Mark Jackson <[MaJackson@cityofpensacola.com](mailto:MaJackson@cityofpensacola.com)>; Miriam Woods <[MWoods@cityofpensacola.com](mailto:MWoods@cityofpensacola.com)>; Paul A Kelly (GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Ryan J. Novota <[RNovota@cityofpensacola.com](mailto:RNovota@cityofpensacola.com)>; Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>; Stephen Kennington (AT&T) <[sk1674@att.com](mailto:sk1674@att.com)>  
**Subject:** 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](http://www.ecua.fl.gov) |

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

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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 <andre.calaminus@ecua.fl.gov>; Annie Bloxson <ABloxson@cityofpensacola.com>; Bill Kimball <bkimball@cityofpensacola.com>; Brad Hinote <bradhinote@cityofpensacola.com>; Brian Cooper <bcooper@cityofpensacola.com>; Chris Mauldin <CMauldin@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Derrik Owens <DOwens@cityofpensacola.com>; Diane Moore <DMoore@cityofpensacola.com>; Heather Lindsay <HLindsay@cityofpensacola.com>; Jonathan Bilby <JBilby@cityofpensacola.com>; Karl Fenner (AT&T) <KF5345@att.com>; Kellie L. Simmons (Gulf Power) <kellie.simmons@nexteraenergy.com>; Leslie Odom <LOdom@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; 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](http://PensacolaFire.com)

475 E. Strong St.

Pensacola, FL 32501

Office: 850.436.5200

[abloxson@cityofpensacola.com](mailto:abloxson@cityofpensacola.com)



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**From:** Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>

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

**To:** Amy Hargett <[ahargett@cityofpensacola.com](mailto:ahargett@cityofpensacola.com)>; Andre Calaminus (ECUA) <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Annie Bloxson <[ABloxson@cityofpensacola.com](mailto:ABloxson@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Brian Cooper <[bcooper@cityofpensacola.com](mailto:bcooper@cityofpensacola.com)>; Chris Mauldin <[CMauldin@cityofpensacola.com](mailto:CMauldin@cityofpensacola.com)>; Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>; Derrik Owens <[DOwens@cityofpensacola.com](mailto:DOwens@cityofpensacola.com)>; Diane Moore <[DMoore@cityofpensacola.com](mailto:DMoore@cityofpensacola.com)>; Heather Lindsay <[HLindsay@cityofpensacola.com](mailto:HLindsay@cityofpensacola.com)>; Jonathan Bilby <[JBilby@cityofpensacola.com](mailto:JBilby@cityofpensacola.com)>; Karl Fenner (AT&T) <[KF5345@att.com](mailto:KF5345@att.com)>; Kellie L. Simmons (Gulf Power) <[kellie.simmons@nexteraenergy.com](mailto:kellie.simmons@nexteraenergy.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>; Leslie Statler <[LStatler@cityofpensacola.com](mailto:LStatler@cityofpensacola.com)>; Mark Jackson <[MaJackson@cityofpensacola.com](mailto:MaJackson@cityofpensacola.com)>; Miriam Woods <[MWoods@cityofpensacola.com](mailto:MWoods@cityofpensacola.com)>; Paul A Kelly (GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Ryan J. Novota <[RNovota@cityofpensacola.com](mailto:RNovota@cityofpensacola.com)>; Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>; Stephen Kennington (AT&T)



## **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](http://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

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 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 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 and perhaps that would be the solution people would reach.

**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.**

### **3. Admirals Row Aesthetic Review – S. Palafox**

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 pruning 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

4406 N DAVIS HWY

**Future Land Use**

- COMMERCIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL

**MEDIUM DENSITY RESIDENTIAL**

**Proposed Future  
Land Use**

**HYATT ST**

**COMMERCIAL**

**4406 N DAVIS HWY**

**CHADWICK ST**

**LOW DENSITY RESIDENTIAL**

**N DAVIS HWY**

0 100 200 Feet

Date: 8/21/2020



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L:\GIS\Map\_Archives\Planning\ZoningFLUChanges\4406NDavisHwy\ProposedFLU.mxd

CITY CLERKS OFFICE - LEGAL ADS  
222 W MAIN ST

PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

## PROOF OF PUBLICATION

State of Florida  
County of Escambia:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **Pensacola News Journal**, a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

### NOTICE OF PROPOSED ORDINA

as published in said newspaper in the issue(s) of:

**11/30/20**

Affiant further says that the said **Pensacola News Journal** is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 30th of November 2020, by legal clerk who is personally known to me

Affiant

Notary Public State of Wisconsin, County of Brown

My commission expires

# of Affidavits 1

Publication Cost: \$330.66

Ad No: 0004476057

Customer No: PNJ-25615500

This is not an invoice

VICKY FELTY  
Notary Public  
State of Wisconsin

### NOTICE OF PROPOSED ORDINANCES

Please be advised that Proposed Ordinances Nos. 45-20, 46-20, and 48-20 were presented to the City Council of the City of Pensacola for first reading on Thursday, November 12, 2020 and will be presented for final reading and adoption on Thursday, December 10, 2020 at 5:30 p.m., in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida.

Members of the public may attend the meeting in person; however, due to COVID-19 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 or via live stream and/or phone as follows:

To watch the meeting live visit: [cityofpensacola.com/428Live-Meeting-Video](http://cityofpensacola.com/428Live-Meeting-Video).

To provide input:

\* For Leroy Boyd Forum, for items not on the agenda, citizens may submit an online form here: <https://www.cityofpensacola.com/submit> 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.

\* For agenda items, proposed ordinance items, citizens may submit an online form here: <https://www.cityofpensacola.com/submit> beginning at 5:00 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.

The title(s) of the proposed ordinance(s) are as follows:

P.O. #45-20:

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. (4006 North Davis Highway (Split Designation Commercial and Low-Density Residential to Entirely Commercial))

P.O. #46-20:

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. (4006 North Davis Highway (Split Zoned C-1 Retail Commercial and R-1AAA Single Family Residential to Entirely C-1 Retail Commercial))

P.O. #48-20:

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.

A copy of proposed ordinances may be inspected by the public by calling the City Clerk's office to request a copy, or on-line with the agenda package on the City's website: <https://pensacola.legistar.com/Calendar.aspx>. Interested parties may be physically present at the meeting to participate (as indicated above) or may attend and participate via live stream and/or phone as (as indicated above) and be heard with respect to the proposed ordinances.

If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

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

CITY OF PENSACOLA, FLORIDA  
By: Ericka L. Burnett, City Clerk

Visit [www.cityofpensacola.com](http://www.cityofpensacola.com) to learn more about City activities. Council agendas posted on-line before meetings.

Legal No. 4476057

17

11/30/2020



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 46-20

City Council

12/10/2020

### **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 adopt Proposed Ordinance No. 46-20 on second 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:**

November 12, 2020 - City Council conducted a public hearing and approved Proposed Ordinance No. 46-20 on first reading.

**FUNDING:**

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. 46-20

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

Attest:

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

**REZONING**

Please check application type:

☐ **Conventional Rezoning**

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

☒ **Comprehensive Plan / FLUM Amendment**☒ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00

**Applicant Information:**Name: REBOL-BATTLE & Assoc. / JASON REBOL Date: July 10, 2020Address: 2301 N. 9TH AVE., PENSACOLA, FL 32501Phone: 850-438-0400 Fax: 850-438-0440 Email: JASON@REBOL-BATTLE.COM**Property Information:**Owner Name: DAVIS IMP, LLC Phone: 939-3535Location/Address: 4406 N. DAVIS HWY, PENSACOLA, FL 32503Parcel ID: 49-15-30-9101-000-001 Acres/Square Feet: 1.47Zoning Classification: Existing R-1AAA Proposed C-1Future Land Use Classification: Existing L.D.R. Proposed CReason Rezoning Requested: TO CONSTRUCT AN ADDITION TO THE EXISTING BUILDING. THE CURRENT PARCEL IS SPLIT ZONED C-1/R-1AAA. 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, 2020.

Applicant Signature

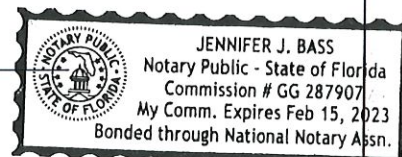
JASON REBOL

Applicant Name (Print)

Owner Signature

Mmele Gromania

Owner Name (Print)

Sworn to and subscribed to before me this 4 day of August, 2020Name: Jennifer J. BassCommission Expires: 2/15/23**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.
  - 3. 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.
- (l) 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.
  - (i) The appropriate city council committee shall review the Department of Community Affairs comments and forward to city council for review and action.
  - (j) 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.
  - (l) 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.





HYATT ST

N DAVIS HWY

4406 N DAVIS HWY

CHADWICK ST

0 100 200 Feet

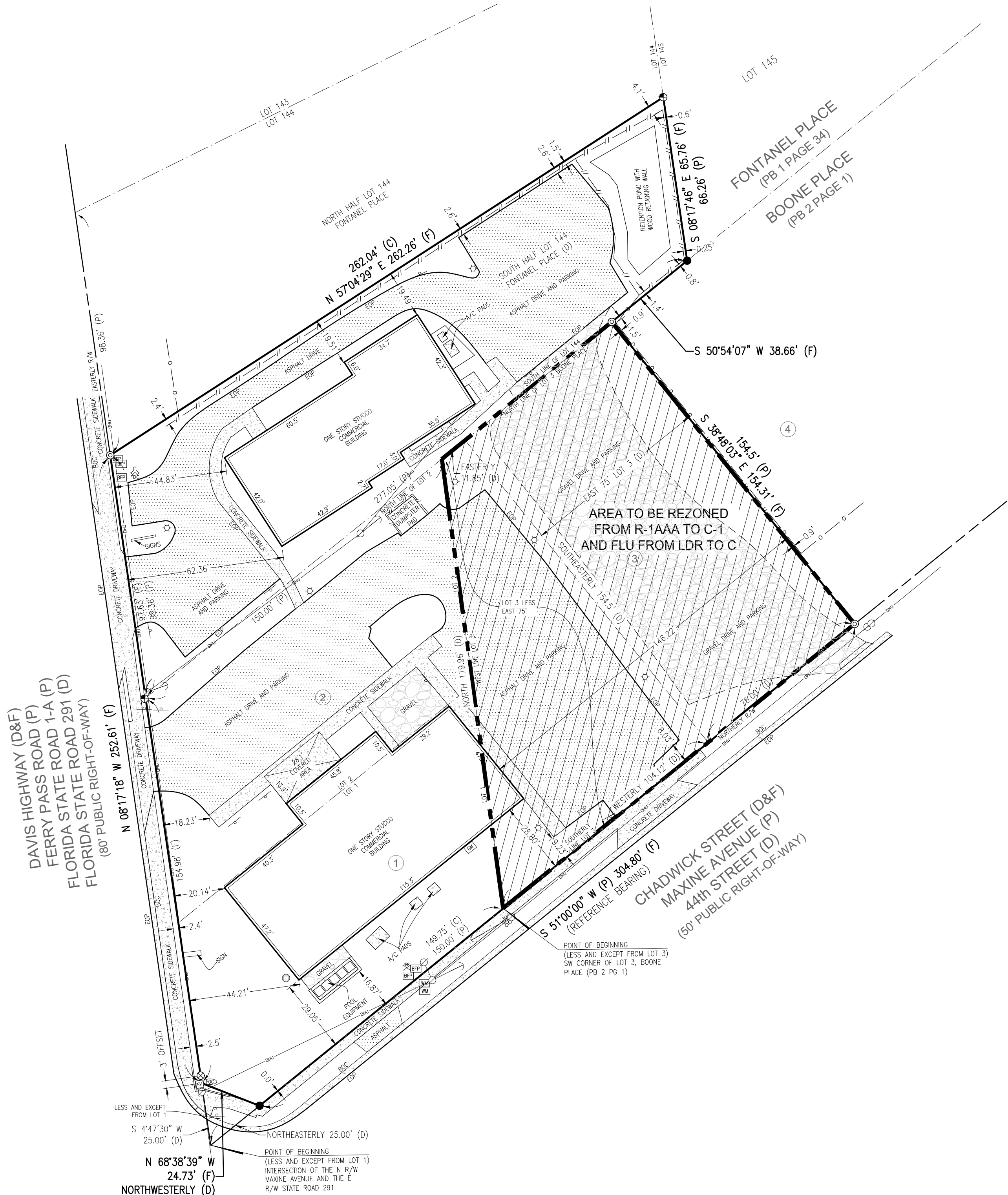
Date: 8/11/2020



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

L:\GIS\Map\_Archives\Planning\Zoning\FLUChanges\4406NDavisHwy\4406NDavisHwyRe zoning





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.

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 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.

AND

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:

- 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.
- MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
- VISIBLE UTILITIES WITHIN THE SURVEY LIMITS ARE AS SHOWN HERON.
- THE STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
- VISIBLE IMPROVEMENTS ARE AS SHOWN HEREON.
- 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.
- 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.
- 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.
- THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.
- 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
- 0 — 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
- ④ 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
- PG 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

BOUNDARY SURVEY

PREPARED FOR: DAVIS IMP, L.L.C.  
REQUESTED BY: KERRY ANNE SCHULTZ  
FOUNTAIN, SCHULTZ & BRIDGEFORD, P.L.L.C.

PROJECT NO: 2019.131  
DRAWN BY: BTH  
CHKD BY: MANIANG  
SCALE: 1" = 30'  
F.B.: 19-06  
PG: 74-77  
DATE: 8/29/2019

REVISION/ACTION TAKEN

NO.	DATE	APPR.	

SACRED HEART MEDICAL  
4406 NORTH DAVIS HIGHWAY

SECTION: 49 TOWNSHIP: 1 S RANGE: 30 W  
COUNTY: ESCAMBIA STATE: FLORIDA

NOT VALID WITHOUT THE  
SIGNATURE AND THE  
ORIGINAL RAISED SEAL  
OF A FLORIDA LICENSED  
SURVEYOR AND MAPPER

**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 0006657 LB 7916



4406 N DAVIS HWY

### Zoning



SITE SPECIFIC DEVELOPMENT

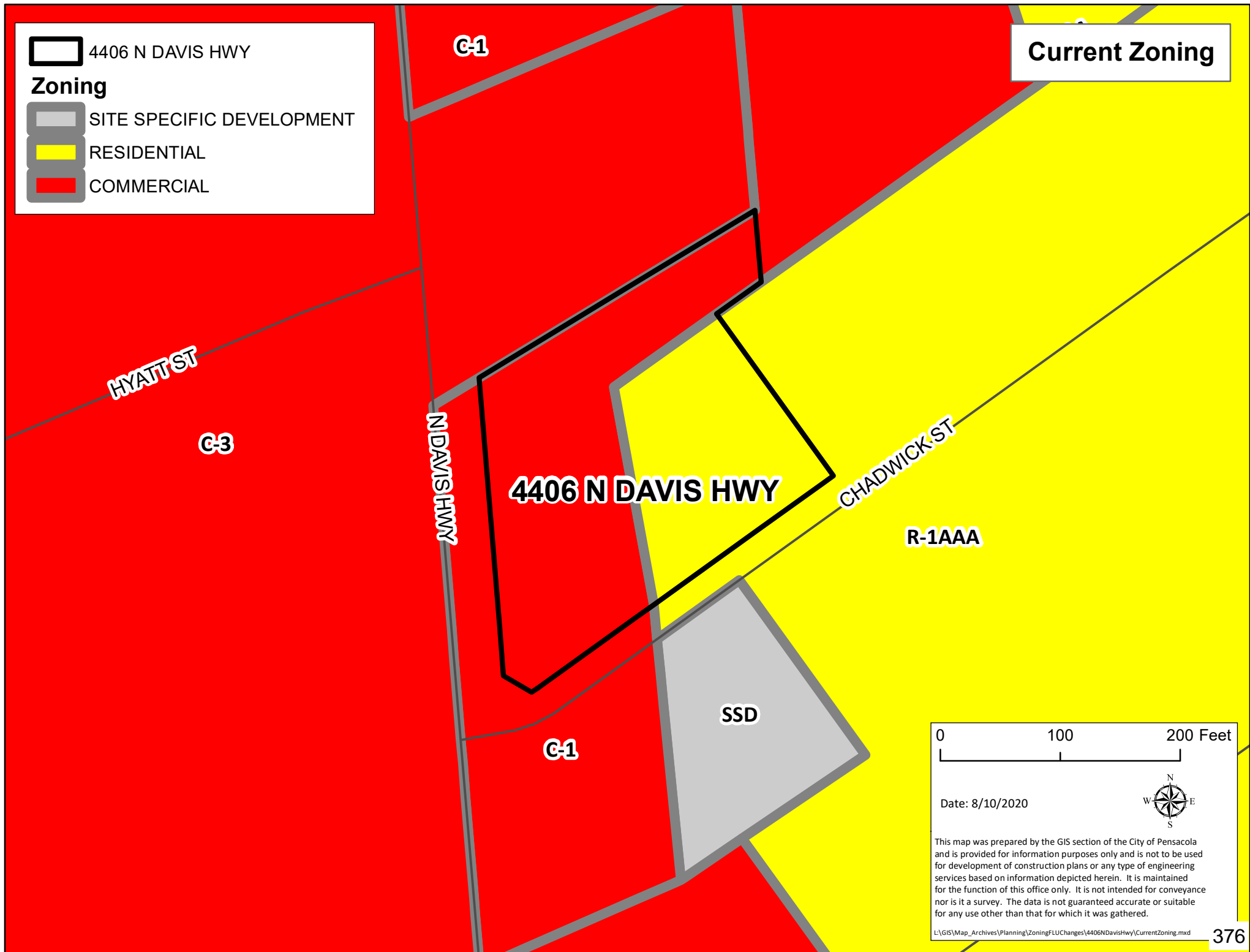


RESIDENTIAL



COMMERCIAL

## Current Zoning



 4406 N DAVIS HWY

**Future Land Use**

 COMMERCIAL

 LOW DENSITY RESIDENTIAL

 MEDIUM DENSITY RESIDENTIAL

**MEDIUM** | **Current Future  
Land Use**

HYATT ST

COMMERCIAL

N DAVIS HWY

4406 N DAVIS HWY

LOW DENSITY RESIDENTIAL

CHADWICK ST

0 100 200 Feet

Date: 8/11/2020



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

L:\GIS\Map\_Archives\Planning\ZoningFLUChanges\4406NDavisHwy\CurrentFLU.mxd

- 4406 N DAVIS HWY
- SITE SPECIFIC DEVELOPMENT
- RESIDENTIAL
- COMMERCIAL

# Proposed Zoning

HYATT ST

N DAVIS HWY

4406 N DAVIS HWY

CHADWICK ST

0 100 200 Feet

Date: 8/10/2020



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L:\GIS\Map\_Archives\Planning\Zoning\FLUChanges\4406NDavisHwy\ProposedZoning.mxd



4406 N DAVIS HWY

**Future Land Use**

- COMMERCIAL
- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL

**MEDIUM DENSITY RESIDENTIAL**

**Proposed Future Land Use**

**HYATT ST**

**COMMERCIAL**

**4406 N DAVIS HWY**

**CHADWICK ST**

**LOW DENSITY RESIDENTIAL**

**N DAVIS HWY**

0 100 200 Feet

Date: 8/21/2020



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L:\GIS\Map\_Archives\Planning\ZoningFLUChanges\4406NDavisHwy\ProposedFLU.mxd

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](mailto:dmoore@cityofpensacola.com)

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**From:** Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>  
**Sent:** Tuesday, August 11, 2020 10:08 AM  
**To:** Amy Hargett <[ahargett@cityofpensacola.com](mailto:ahargett@cityofpensacola.com)>; Andre Calaminus (ECUA) <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Annie Bloxson <[ABloxson@cityofpensacola.com](mailto:ABloxson@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Brian Cooper <[bcooper@cityofpensacola.com](mailto:bcooper@cityofpensacola.com)>; Chris Mauldin <[CMauldin@cityofpensacola.com](mailto:CMauldin@cityofpensacola.com)>; Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>; Derrik Owens <[DOwens@cityofpensacola.com](mailto:DOwens@cityofpensacola.com)>; Diane Moore <[DMoore@cityofpensacola.com](mailto:DMoore@cityofpensacola.com)>; Heather Lindsay <[HLindsay@cityofpensacola.com](mailto:HLindsay@cityofpensacola.com)>; Jonathan Bilby <[JBilby@cityofpensacola.com](mailto:JBilby@cityofpensacola.com)>; Karl Fenner (AT&T) <[KF5345@att.com](mailto:KF5345@att.com)>; Kellie L. Simmons (Gulf Power) <[kellie.simmons@nexteraenergy.com](mailto:kellie.simmons@nexteraenergy.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>; Leslie Statler <[LStatler@cityofpensacola.com](mailto:LStatler@cityofpensacola.com)>; Mark Jackson <[MaJackson@cityofpensacola.com](mailto:MaJackson@cityofpensacola.com)>; Miriam Woods <[MWoods@cityofpensacola.com](mailto:MWoods@cityofpensacola.com)>; Paul A Kelly (GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Ryan J. Novota <[RNovota@cityofpensacola.com](mailto:RNovota@cityofpensacola.com)>; Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>; Stephen Kennington (AT&T) <[sk1674@att.com](mailto:sk1674@att.com)>  
**Subject:** 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](http://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 <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

**\*\*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](http://PensacolaFire.com)

475 E. Strong St.

Pensacola, FL 32501

Office: 850.436.5200

[abloxson@cityofpensacola.com](mailto:abloxson@cityofpensacola.com)



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---

**From:** Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>

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

**To:** Amy Hargett <[ahargett@cityofpensacola.com](mailto:ahargett@cityofpensacola.com)>; Andre Calaminus (ECUA) <[andre.calaminus@ecua.fl.gov](mailto:andre.calaminus@ecua.fl.gov)>; Annie Bloxson <[ABloxson@cityofpensacola.com](mailto:ABloxson@cityofpensacola.com)>; Bill Kimball <[bkimball@cityofpensacola.com](mailto:bkimball@cityofpensacola.com)>; Brad Hinote <[bradhinote@cityofpensacola.com](mailto:bradhinote@cityofpensacola.com)>; Brian Cooper <[bcooper@cityofpensacola.com](mailto:bcooper@cityofpensacola.com)>; Chris Mauldin <[CMauldin@cityofpensacola.com](mailto:CMauldin@cityofpensacola.com)>; Cynthia Cannon <[CCannon@cityofpensacola.com](mailto:CCannon@cityofpensacola.com)>; Derrik Owens <[DOwens@cityofpensacola.com](mailto:DOwens@cityofpensacola.com)>; Diane Moore <[DMoore@cityofpensacola.com](mailto:DMoore@cityofpensacola.com)>; Heather Lindsay <[HLindsay@cityofpensacola.com](mailto:HLindsay@cityofpensacola.com)>; Jonathan Bilby <[JBilby@cityofpensacola.com](mailto:JBilby@cityofpensacola.com)>; Karl Fenner (AT&T) <[KF5345@att.com](mailto:KF5345@att.com)>; Kellie L. Simmons (Gulf Power) <[kellie.simmons@nexteraenergy.com](mailto:kellie.simmons@nexteraenergy.com)>; Leslie Odom <[LOdom@cityofpensacola.com](mailto:LOdom@cityofpensacola.com)>; Leslie Statler <[LStatler@cityofpensacola.com](mailto:LStatler@cityofpensacola.com)>; Mark Jackson <[MaJackson@cityofpensacola.com](mailto:MaJackson@cityofpensacola.com)>; Miriam Woods <[MWoods@cityofpensacola.com](mailto:MWoods@cityofpensacola.com)>; Paul A Kelly (GIS) <[PAKelly@cityofpensacola.com](mailto:PAKelly@cityofpensacola.com)>; Robbie Weekley <[rweekley@cityofpensacola.com](mailto:rweekley@cityofpensacola.com)>; Ryan J. Novota <[RNovota@cityofpensacola.com](mailto:RNovota@cityofpensacola.com)>; Sherry Morris <[SMorris@cityofpensacola.com](mailto:SMorris@cityofpensacola.com)>; Stephen Kennington (AT&T)



## **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](http://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

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 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 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 and perhaps that would be the solution people would reach.

**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.**

### **3. Admirals Row Aesthetic Review – S. Palafox**

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 pruning 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

- 4406 N DAVIS HWY
- SITE SPECIFIC DEVELOPMENT
- RESIDENTIAL
- COMMERCIAL

# Proposed Zoning

HYATT ST

N DAVIS HWY

4406 N DAVIS HWY

CHADWICK ST

0 100 200 Feet

Date: 8/10/2020



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

L:\GIS\Map\_Archives\Planning\Zoning\FLUChanges\4406NDavisHwy\ProposedZoning.mxd

CITY CLERKS OFFICE - LEGAL ADS  
222 W MAIN ST

PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

## PROOF OF PUBLICATION

State of Florida  
County of Escambia:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **Pensacola News Journal**, a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

### NOTICE OF PROPOSED ORDINA

as published in said newspaper in the issue(s) of:

**11/30/20**

Affiant further says that the said **Pensacola News Journal** is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 30th of November 2020, by legal clerk who is personally known to me

Affiant

Notary Public State of Wisconsin, County of Brown

My commission expires

# of Affidavits 1

Publication Cost: \$330.66

Ad No: 0004476057

Customer No: PNJ-25615500

This is not an invoice

VICKY FELTY  
Notary Public  
State of Wisconsin

### NOTICE OF PROPOSED ORDINANCES

Please be advised that Proposed Ordinances Nos. 45-20, 46-20, and 48-20 were presented to the City Council of the City of Pensacola for first reading on Thursday, November 12, 2020 and will be presented for final reading and adoption on Thursday, December 10, 2020 at 5:30 p.m., in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida.

Members of the public may attend the meeting in person; however, due to COVID-19 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 or via live stream and/or phone as follows:

To watch the meeting live visit: [cityofpensacola.com/4284Live-Meeting-Video](http://cityofpensacola.com/4284Live-Meeting-Video).

To provide input:

\* For Leroy Boyd Forum, for items not on the agenda: citizens may submit an online form here: <https://www.cityofpensacola.com/submit> 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.

\* For agenda items, proposed ordinance items: citizens may submit an online form here: <https://www.cityofpensacola.com/submit> beginning at 5:00 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.

The title(s) of the proposed ordinance(s) are as follows:

P.O. #45-20:

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. (4006 North Davis Highway (Split Designation Commercial and Low-Density Residential to Entirely Commercial))

P.O. #46-20:

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. (4006 North Davis Highway (Split Zoned C-1 Retail Commercial and R-1AAA Single Family Residential to Entirely C-1 Retail Commercial))

P.O. #48-20:

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.

A copy of proposed ordinances may be inspected by the public by calling the City Clerk's office to request a copy, or on-line with the agenda package on the City's website: <https://pensacola.legistar.com/Calendar.aspx>. Interested parties may be physically present at the meeting to participate (as indicated above) or may attend and participate via live stream and/or phone as (as indicated above) and be heard with respect to the proposed ordinances.

If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

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

CITY OF PENSACOLA, FLORIDA  
By: Ericka L. Burnett, City Clerk

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Legal No. 4476057

17

11/30/2020



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 48-20

City Council

12/10/2020

### **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 adopt Proposed Ordinance No. 48-20 on second 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.

November 12, 2020 - City Council voted to approve Proposed Ordinance No. 48-20 on first reading.

**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.

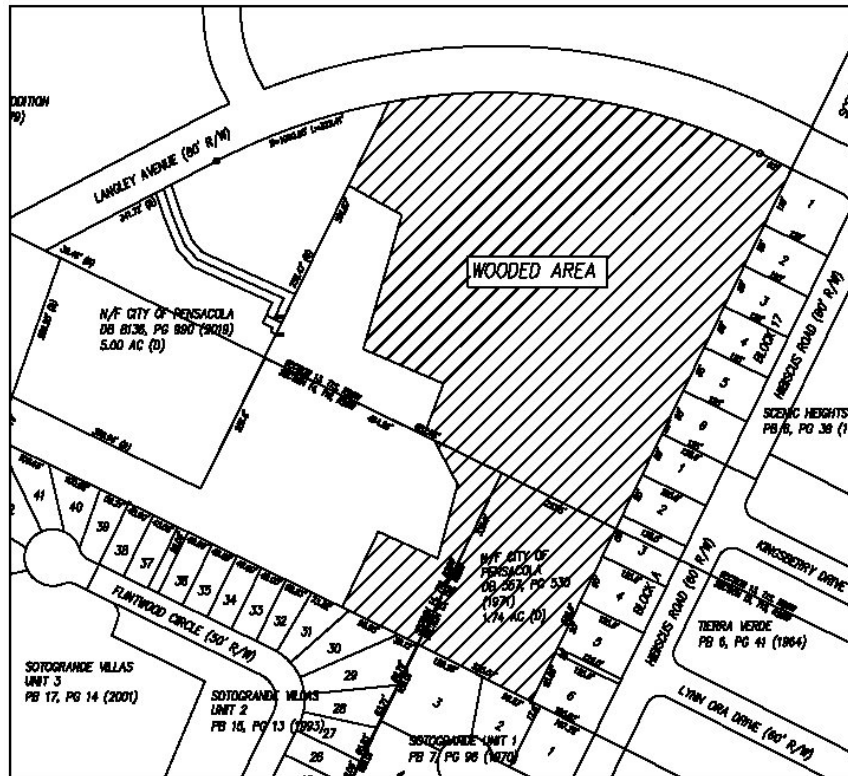
**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:**

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:

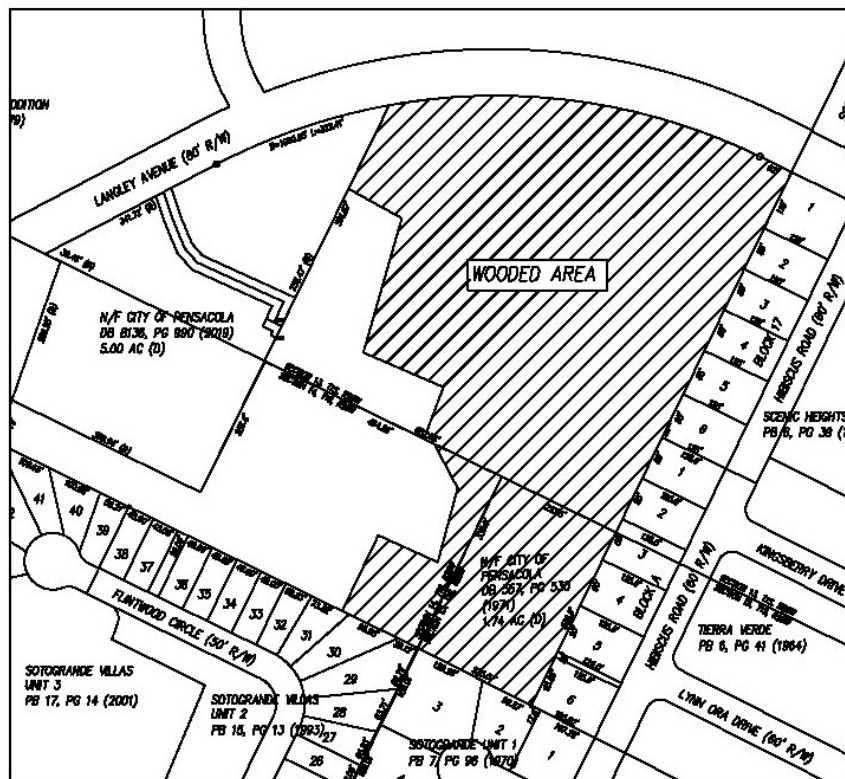
SECTION 6-3-21. Hitzman-Optimist Park Development.

~~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.

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; 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.

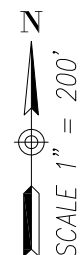
SECTION 4. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

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

Attest:

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



## SKETCH OF DESCRIPTION

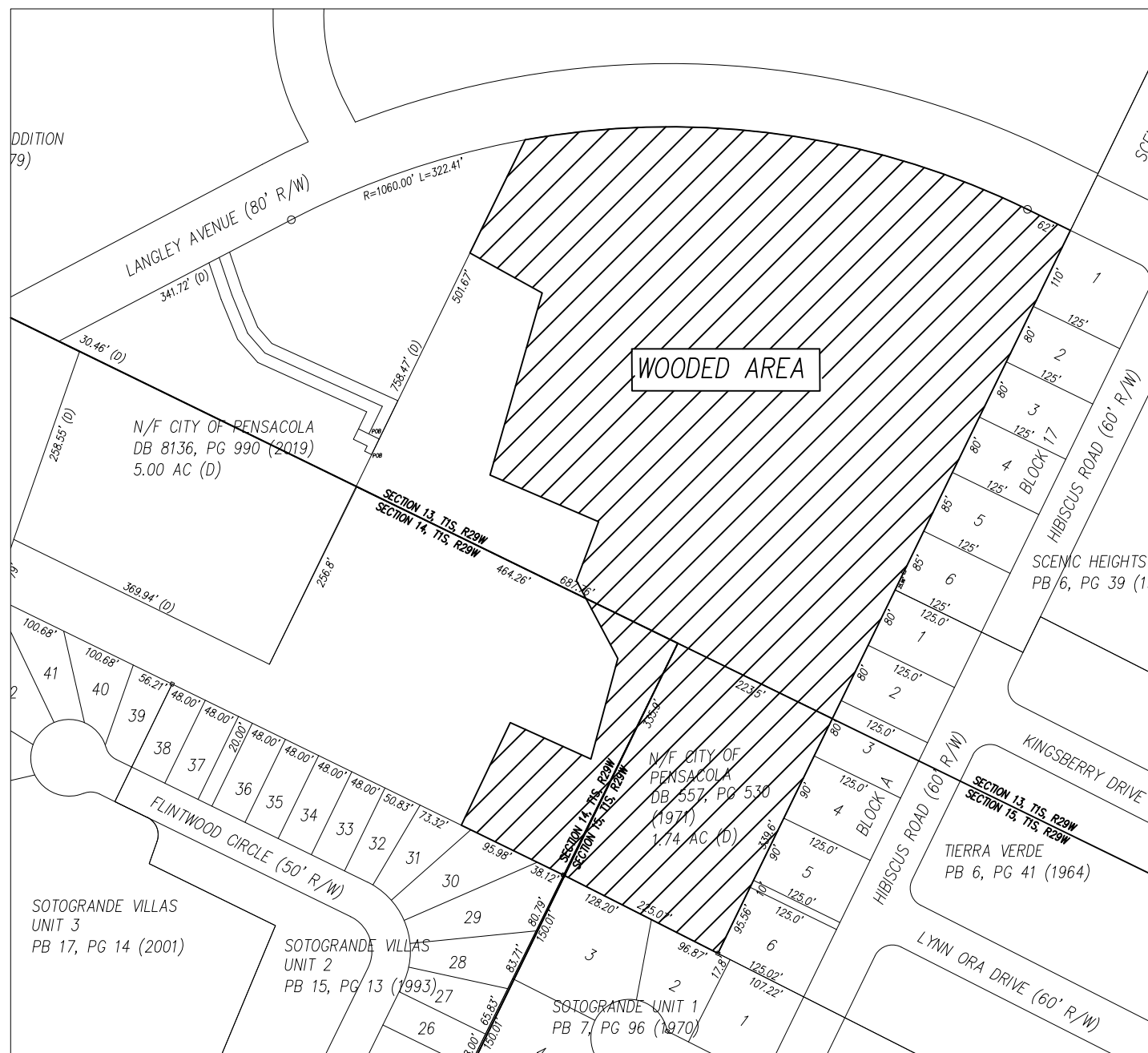
A PORTION OF SECTIONS 13, 14 & 15, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA

### LEGEND

 WOODED AREA, A PORTION OF HITZMAN OPTIMIST PARK

R/W RIGHT-OF-WAY

REPUTED OWNER:  
CITY OF PENSACOLA  
222 WEST MAIN STREET  
PENSACOLA, FLORIDA



**THIS SKETCH IS NOT A SURVEY**

CITY CLERKS OFFICE - LEGAL ADS  
222 W MAIN ST

PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

## PROOF OF PUBLICATION

State of Florida  
County of Escambia:

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **Pensacola News Journal**, a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

### NOTICE OF PROPOSED ORDINA

as published in said newspaper in the issue(s) of:

**11/30/20**

Affiant further says that the said **Pensacola News Journal** is a newspaper in said Escambia County, Florida and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 30th of November 2020, by legal clerk who is personally known to me

Affiant

Notary Public State of Wisconsin, County of Brown

My commission expires

# of Affidavits 1

Publication Cost: \$330.66

Ad No: 0004476057

Customer No: PNJ-25615500

This is not an invoice

VICKY FELTY  
Notary Public  
State of Wisconsin

### NOTICE OF PROPOSED ORDINANCES

Please be advised that Proposed Ordinances Nos. 45-20, 46-20, and 48-20 were presented to the City Council of the City of Pensacola for first reading on Thursday, November 12, 2020 and will be presented for final reading and adoption on Thursday, December 10, 2020 at 5:30 p.m., in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida.

Members of the public may attend the meeting in person; however, due to COVID-19 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 or via live stream and/or phone as follows:

To watch the meeting live visit: [cityofpensacola.com/428Live-Meeting-Video](http://cityofpensacola.com/428Live-Meeting-Video).

To provide input:

\* For Leroy Boyd Forum, for items not on the agenda: citizens may submit an online form here: <https://www.cityofpensacola.com/submit> 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.

\* For agenda items, proposed ordinance items: citizens may submit an online form here: <https://www.cityofpensacola.com/submit> beginning at 5:00 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.

The title(s) of the proposed ordinance(s) are as follows:

P.O. #45-20:

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. (4006 North Davis Highway (Split Designation Commercial and Low-Density Residential to Entirely Commercial))

P.O. #46-20:

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. (4006 North Davis Highway (Split Zoned C-1 Retail Commercial and R-1AAA Single Family Residential to Entirely C-1 Retail Commercial))

P.O. #48-20:

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.

A copy of proposed ordinances may be inspected by the public by calling the City Clerk's office to request a copy, or on-line with the agenda package on the City's website: <https://pensacola.legistar.com/Calendar.aspx>. Interested parties may be physically present at the meeting to participate (as indicated above) or may attend and participate via live stream and/or phone as (as indicated above) and be heard with respect to the proposed ordinances.

If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

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

CITY OF PENSACOLA, FLORIDA  
By: Ericka L. Burnett, City Clerk

Visit [www.cityofpensacola.com](http://www.cityofpensacola.com) to learn more about City activities. Council agendas posted on-line before meetings.

Legal No. 4476057

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11/30/2020