



# City of Pensacola

## Agenda Conference

### Agenda

---

Monday, June 14, 2021, 3:30 PM

Hagler-Mason Conference Room,  
2nd Floor

---

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

The meeting can be watched via live stream at [cityofpensacola.com/428/Live-Meeting-Video](http://cityofpensacola.com/428/Live-Meeting-Video).

### ROLL CALL

### PRESENTATION ITEMS

1. [21-00513](#) PROJECT TITAN UPDATE

**Recommendation:** That City Council receive a presentation from Airport Director Matt Coughlin and Dave Penzone, related to an update on Project Titan Phase II.

**Sponsors:** Jared Moore

**Attachments:** [Titan update - City Council 6.14.2021](#)

2. [21-00500](#) PRESENTATION - MARKET PLACE GREENWAY

**Recommendation:** That City Council receive a presentation from Michael Wolf regarding the Market Place Greenway project.

**Sponsors:** Sherri Myers

**Attachments:** [12th ave storm pond concept DRAWINGS-12th ave ret pond4-22-19](#)

### REVIEW OF CONSENT AGENDA ITEMS

3. [21-00426](#) AWARD OF CONTRACT - PENSACOLA INTERNATIONAL AIRPORT GENERAL AVIATION PARKING LOT EXPANSION AT MAYGARDEN ROAD PROJECT
- Recommendation:** That City Council award the contract for the Pensacola International Airport General Aviation Parking Lot Expansion at Maygarden Road project to J Miller Construction, Inc., the lowest and best responsible quote, with a base quote in the amount of \$43,162.59 plus quote alternate #1 in the amount of \$400.00 plus quote alternate #2 in the amount of \$2,275.00 plus a 10% contingency in the amount of \$4,583.76 for a total amount of \$50,421.35. Further, that City Council authorize the Mayor to take all actions necessary to execute the contract.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Quote Tabulation](#)  
[Project Location Map](#)
4. [21-00433](#) FINANCIAL ADVISOR, BOND COUNSEL AND DISCLOSURE COUNSEL CONTRACTS
- Recommendation:** That City Council approve the execution of a contract for financial advisor services with RBC Capital Markets, LLC. Further that City Council ratify the contract for bond counsel with Bryant Miller Olive, PA, and the contract for disclosure counsel with Locke Lord, LLP. Finally, that City Council authorize the Mayor to take all actions necessary to execute the contract.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Financial Advisor Draft Contract](#)  
[Bond Counsel Contract](#)  
[Disclosure Counsel Contract](#)
5. [21-00479](#) AMENDMENTS TO CITY OF PENSACOLA FY 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN
- Recommendation:** That City Council approve Amendments to the FY 2019-2020 CDBG Annual Action Plan in order to receive \$463,126 in CDBG-CV Coronavirus Aid, Relief, and Economic Security (CARES) Act funding and the Proposed CDBG-CV Program Budget and Activity Summary. Further, that City Council authorize the Mayor to take any and all actions to execute all documents relating to the program administration
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [CDBG-CV Program Proposed Budget and Activity Summary](#)  
[Public Notice Amendment to FY 2019-2020 CDBG Annual Action Plan](#)

6. [21-00501](#) COUNCIL MEMBER EMERITUS DESIGNATION FOR THE FOLLOWING: MICHAEL T. "MIKE" BASS, MICHAEL J. "MIKE" DESORBO , JOHN W. "JACK" NOBLES, MICHAEL C. "MIKE" WIGGINS, JOHN JERRALDS, AND JEWEL CANNADA-WYNN
- Recommendation:** That City Council confer the designation of Council Member Emeritus to the following individuals:
- Michael T. "Mike" Bass  
Michael J. "Mike" DeSorbo  
John W. "Jack" Nobles  
Michael C. "Mike" Wiggins  
John Jerralds  
Jewel Cannada-Wynn
- Sponsors:** Sherri Myers
7. [21-00491](#) APPOINTMENTS - ZONING BOARD OF ADJUSTMENT
- Recommendation:** That City Council appoint three (3) individuals who are residents or property owners of the City, to the Zoning Board of Adjustment for a term of three (3) years, expiring July 14, 2024.
- Sponsors:** Jared Moore
- Attachments:** [Member List](#)  
[Application of Interest - Steven Sebold](#)  
[Application of Interest - Troy Stepherson](#)  
[Application of Interest - William Weeks](#)  
[Nomination Form - William Weeks](#)  
[Ballot](#)
8. [21-00493](#) APPOINTMENT - AREA HOUSING COMMISSION
- Recommendation:** That City Council appoint one individual to the Area Housing Commission to fill an unexpired term ending October 31, 2024.
- Sponsors:** Jared Moore
- Attachments:** [Member List - City Appointees](#)  
[Nomination Form - Kimberly Krupa](#)  
[Application of Interest - Kimberly Krupa](#)  
[Resume - Kimberly Krupa](#)  
[Ballot](#)

**9.     [21-00494](#)     APPOINTMENT - GENERAL PENSION BOARD**

**Recommendation:**     That City Council appoint one individual to the General Pension Board for a term of six (6) years, expiring June 30, 2027.

**Sponsors:**             Jared Moore

**Attachments:**         [Member List](#)  
                              [Application of Interest - William Wells](#)  
                              [Resume - William Wells](#)  
                              [Ballot](#)

**10.    [21-00517](#)    APPOINTMENT - PENSACOLA-ESCAMBIA DEVELOPMENT COMMISSION (PEDC)**

**Recommendation:**     That City Council appoint one individual to the Pensacola-Escambia Development Commission for a term of two (2) years, expiring June 30, 2023.

**Sponsors:**             Jared Moore

**Attachments:**         [Nomination Form - Edwin Taylor](#)  
                              [Application of Interest - Edwin Taylor](#)  
                              [Resume - Edwin Taylor](#)  
                              [Ballot](#)

**REVIEW OF REGULAR AGENDA ITEMS (Sponsor)****11.    [21-00499](#)    PUBLIC HEARING - PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE, SECTION 12-6-6(8) - HERITAGE TREES.**

**Recommendation:**     That City Council conduct a public hearing on June 17, 2021 to consider proposed amendment to the Land Development Code, Section 12-6-6(8) - Heritage Trees.

**Sponsors:**             Jennifer Brahier

**Attachments:**         [Proposed Ordinance No. 27-21](#)  
                              [5-11-21 LH minutes - Planning Board](#)

12.     [27-21](#)           PROPOSED ORDINANCE NO. 27-21 - AMENDMENT TO LAND DEVELOPMENT CODE SECTION 12-6-6 (8) - HERITAGE TREES
- Recommendation:**   That City Council approve Proposed Ordinance No. 27-21 on first reading:
- AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE, TREE/LANDSCAPE REGULATIONS CHAPTER 12, SECTION 12-6-6(8) HERITAGE TREES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.
- Sponsors:**           Jennifer Brahier
- Attachments:**       [Proposed Ordinance No. 27-21](#)  
                                  [5-11-21 LH minutes - Planning Board](#)
13.     [21-00490](#)       APPOINTMENTS - PLANNING BOARD
- Recommendation:**   That City Council appoint seven (7) individuals, one of whom is a Licensed Florida Architect, to the Planning Board for a term of two years, expiring July 14, 2023.
- Sponsors:**           Jared Moore
- Attachments:**       [Member List](#)  
                                  [Application of Interest - Danny Grundhoefer](#)  
                                  [Application of Interest - Kurt Larson](#)  
                                  [Resume - Kurt Larson](#)  
                                  [Nomination Form - Brandon McFarren](#)  
                                  [Application of Interest - Brandon McFarren](#)  
                                  [Application of Interest - Charletha Powell](#)  
                                  [Application of Interest - Paul Ritz](#)  
                                  [Resume - Paul Ritz](#)  
                                  [Application of Interest - Eladies Sampson](#)  
                                  [Nomination Form - Myra Van Hoose](#)  
                                  [Application of Interest - Myra Van Hoose](#)  
                                  [Resume - Myra Van Hoose](#)  
                                  [Application of Interest - Bianca Villegas](#)  
                                  [Nomination Forms - Bianca Villegas](#)  
                                  [Ballots](#)

14. [21-00528](#) CITY COUNCIL CONSENT TO THE MAYOR'S APPOINTMENT OF CLARK MERRITT AS PORT DIRECTOR FOR THE CITY OF PENSACOLA
- Recommendation:* That City Council consent to the Mayor's appointment of Clark Merritt as Port Director of the City of Pensacola in accordance with the City Charter Section 4.01(a)(7).
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Clark Merritt Resume](#)
15. [21-00452](#) REQUEST FOR LICENSE TO USE RIGHT OF WAY - 1715 E. GONZALEZ STREET
- Recommendation:* That City Council consider the request for a License to Use Right of Way for a parking area at 1715 E. Gonzalez Street.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [License to Use Right of Way Application](#)  
[Code Enforcement Authority Minutes 3-16-21](#)  
[Planning Board Minutes May 11, 2021 DRAFT](#)
16. [21-00475](#) PENSACOLA ENERGY - APPROVAL OF NATURAL GAS SUPPLY CONTRACT WITH GULF STATES GAS DISTRICT
- Recommendation:* That City Council approve a thirty (30) year contract for the purchase of natural gas through a pre-paid agreement with the Gulf States Gas District ("GSGD"). Further, that City Council authorize the Mayor to take all actions necessary to execute the gas supply contract by July 1, 2021.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Gas Supply Contract](#)

17.     [2021-35](#)         RESOLUTION NO. 2021-35 - NATURAL GAS SUPPLY CONTRACT WITH GULF STATES GAS DISTRICT

*Recommendation:*     That City Council adopt Resolution No. 2021-35.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, (i) AUTHORIZING THE EXECUTION OF A GAS SUPPLY CONTRACT WITH THE GULF STATES GAS DISTRICT ("GSGD") FOR THE PURCHASE OF NATURAL GAS FROM GSGD; (ii) ACKNOWLEDGING THAT GSGD WILL ISSUE ITS GAS SUPPLY REVENUE BONDS TO FUND THE PURCHASE OF A SUPPLY OF NATURAL GAS FROM BP ENERGY COMPANY ("BPEC"), WHICH GAS WILL BE USED TO MAKE DELIVERIES UNDER THE CONTRACT; AND (iii) FOR OTHER PURPOSES AND PROVIDING AN EFFECTIVE DATE.

*Sponsors:*             Grover C. Robinson, IV

*Attachments:*         [Resolution No. 2021-35](#)

18.     [21-00514](#)         ENVIRONMENTAL ADVISORY BOARD (EAB) GOALS - PRIORITIES 2021-2022

*Recommendation:*     That City Council approved the goals - priorities developed by the Environmental Advisory Board for the upcoming year 2021-2022.

*Sponsors:*             Jennifer Brahier

*Attachments:*         [EAB Goals - Priorities 2021-2022](#)

19.     [2021-37](#)         RESOLUTION NO. 2021-37 - CITY COUNCIL ENCOURAGES THE WEARING OF FACE COVERINGS WITHIN PUBLIC SETTINGS AND BUSINESSES WITHIN THE CITY FOR THOSE NOT FULLY VACCINATED.

*Recommendation:*     That City Council adopt Resolution No. 2021-37:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA ENCOURAGING THE WEARING OF FACE COVERINGS IN PUBLIC SETTINGS AND WITHIN BUSINESSES WITHIN THE CITY OF PENSACOLA FOR THOSE NOT FULLY VACCINATED; AND PROVIDING AN EFFECTIVE DATE

*Sponsors:*             Jared Moore

*Attachments:*         [Resolution No. 2021-37 -- Face Coverings for those fully vaccinated](#)

20.     [2021-36](#)     SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-36 -  
APPROPRIATING FUNDING IN RELATION TO THE AMERICAN  
RESCUE PLAN ACT (ARPA) FOR (1) THE RECOVERY OF REVENUE  
LOSS, (2) GRANT COMPLIANCE AND ADMINISTRATION AND (3)  
FACILITY IMPROVEMENTS

**Recommendation:**     That City Council adopt Supplemental Budget Resolution No. 2021-36.

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. 2021-36](#)  
[Supplemental Budget Explanation No. 2021-36](#)

21.     [2021-34](#)     RESOLUTION NO. 2021-34 - SUBORDINATION OF CITY UTILITY  
INTEREST WITH FLORIDA DEPARTMENT OF TRANSPORTATION  
(FDOT)

**Recommendation:**     That City Council adopt Resolution No. 2021-34.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PENSACOLA, FLORIDA, FOR THE SUBORDINATION OF CITY  
UTILITY INTEREST BETWEEN THE STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION (FDOT) AND CITY OF  
PENSACOLA (CITY) d/b/a PENSACOLA ENERGY FOR PARCEL  
100.3R, SEGMENT #2224761, MANAGING DISTRICT 3, COUNTY  
ESCAMBIA.

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

**Attachments:**         [Resolution No. 2021-34](#)  
[Subordination of City Utility Interest Agreement Parcel 100.3R](#)  
[FDOT Right of Way Map](#)

22. [20-21](#) PROPOSED ORDINANCE NO. 20-21: PROPOSED AMENDMENTS TO THE LAND DEVELOPMENT CODE - PROVIDING FOR PROTECTION OF WATER RESOURCES AND PROMOTING STORMWATER MANAGEMENT

**Recommendation:** That City Council adopt the Proposed Ordinance No. 20-21 on second reading:

AN ORDINANCE AMENDING TITLE XII OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE SECTION 12-3-43 BAYOU TEXAR SHORELINE PROTECTION DISTRICT; SECTION 12-4-3 PARKING LOTS; SECTION 12-8-4 EXEMPTIONS; SECTION 12-8-6 DESIGN STANDARDS FOR STORMWATER MANAGEMENT SYSTEM; AND SECTION 12-8-18 ILLICIT DISCHARGE EXEMPTIONS; TO PROVIDE FURTHER PROTECTION OF WATER RESOURCES AND PROMOTE STORMWATER MANAGEMENT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

**Attachments:** [Proposed Ordinance No. 20-21](#)  
[February 9, 2021 Planning Board Item - Proposed Amendments to the](#)  
[February 9, 2021 Planning Board Minutes](#)  
[August 11, 2020 Planning Board Item - Proposed Amendments to the](#)  
[August 11, 2020 - Planning Board Minutes](#)

23. [26-21](#) REVISED PROPOSED ORDINANCE NO. 26-21 - AMENDING SECTION 7-8-5(F) - INCREASING MAXIMUM CHARGES FOR TOWING INOPERABLE VEHICLES WITHIN THE CITY

**Recommendation:** That City Council adopt revised Proposed Ordinance No. 26.21 on second reading:

AN ORDINANCE AMENDING SECTION 7-8-5 (f) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; INCREASING MAXIMUM CHARGES FOR TOWING INOPERABLE VEHICLES WITHIN THE CITY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Lissa Dees

**Attachments:** [Proposed Ordinance No. 26-21 \(Rev\)](#)  
[Proposed Ordinance No. 26-21](#)  
[City Ordinance No. 25-09, adopted July 9, 2009](#)  
[Escambia County Code Sec. 94-171 through 94-176](#)  
[Escambia County Resolution No. R-2021-59, adopted March 25, 2021](#)

**FOR DISCUSSION****24.     [21-00516](#)     TRAFFIC CALMING REQUESTS, POLICY AND PROCEDURES**

**Sponsors:**             Sherri Myers

**Attachments:**         [Traffic Calming Policy Final 20210223](#)

**CONSIDERATION OF ANY ADD-ON ITEMS****READING OF ITEMS FOR COUNCIL AGENDA****COMMUNICATIONS**

**CITY ADMINISTRATOR'S COMMUNICATION**

**CITY ATTORNEY'S COMMUNICATION**

**MONTHLY FINANCIAL REPORT - Chief Financial Officer Richard Barker, Jr.**

**CITY COUNCIL COMMUNICATION**

**ADJOURNMENT**

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

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 21-00513

City Council

6/17/2021

---

### **PRESENTATION ITEM**

**FROM:** City Council President Jared Moore

**SUBJECT:**

PROJECT TITAN UPDATE

**REQUEST:**

That City Council receive a presentation from Airport Director Matt Coughlin and Dave Penzone, related to an update on Project Titan Phase II.

**SUMMARY:**

This presentation will provide Council an update on Project Titan, Phase II.

**PRIOR ACTION:**

June 13, 2013 - City Council adopted a resolution to support the acceptance of a grant offered by the Florida Department of Transportation as a Joint Participation Agreement # 43360229401 in the amount of \$11,090,000 for air commerce park phases I and IA - Infrastructure Development.

February 13, 2014 - City Council Discussion Item and Presentation on the ST Aerospace Economic Development Project at the Pensacola International Airport.

February 27, 2014 - City Council approved the Interlocal Agreement with Escambia County and the City of Pensacola for Funding of Economic Development Project - ST Aerospace of Mobile, Inc.

September 9, 2014 - City Council approved the lease with VT Mobile Aerospace Engineering.

July 16, 2015 - City Council approved the selection of Greenhut Construction and authorized the Mayor to execute the contract.

September 17, 2015 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571729401 in the amount of \$1,531,546 for construction funding to expand the cargo apron and construct a taxiway connector at the Pensacola International Airport of which \$1,121,242 will be used towards taxiway connecting future VT MAE facility to runway 17-35.

March 17, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department

of Transportation Joint Participation Agreements # 42030029401, # 42960929401, and # 42960939401 in the amount of \$2,975,305 for construction of a taxiway connector at the Pensacola International Airport.

April 14, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571769401 in the amount of \$8,599,600 for construction of a hangar at the Pensacola International Airport.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the lease the VT Mobile Aerospace Engineering.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the contract with Atkins North America.

February 8, 2017 - City Council authorized the Mayor to execute Amendment No. 2 and Amendment No. 3 to the contract with Atkins North America.

March 8, 2018 - City Council authorized the Mayor to execute acceptance of the State of Florida Department of Economic Opportunity Grant Agreement G0009 in the amount of \$4,000,000 for construction of infrastructure related to MRO expansion.

September 13, 2018 - City Council authorized the Mayor to accept and execute the State of Florida Department of Transportation Public Transportation Grant Agreement Financial Project 441494-2-94-01 in the amount of \$3,000,000 for Pensacola International Airport Facilities Development related to MRO expansion.

September 13, 2018 - City Council committed funding in the amount of \$10 million from Local Option Sales Tax Series IV in support of the aerospace maintenance repair and overhaul (MRO) campus expansion.

February 6, 2019 - City Council approved the amended Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola related to additional funding requirements for the aerospace maintenance, repair, and overhaul (MRO) campus expansion at the Pensacola International Airport, and approved additional Local Option Sales Tax IV funding of \$5 million for the City's share of the aerospace maintenance, repair, and overhaul (MRO) campus expansion at the Pensacola International Airport.

March 28, 2019 - City Council authorized the Mayor to accept and execute the Project Development Agreement, the Master Lease of Real Property, the Triumph Grant Award Agreement, and a State of Florida Dept. of Economic Opportunity Grant in the amount of \$10,000,000.

August 8, 2019 - City Council authorized the Mayor to accept and execute Financial Award No. 04-79-07378 from the U.S. Department of Commerce, Economic Development Administration in the amount of \$12,250,000 for the MRO expansion, and authorized the Mayor to accept and execute State of Florida Dept. of Transportation Amendment to the grant agreement for Financial Project 441494-2-94-01 in the amount of \$8,000,000 for the MRO expansion.

January 16, 2020 - City Council approved the selection of Brasfield & Gorrie, LLC, as the

Construction Manager at Risk for Hangar 2 and authorized the Mayor to execute the contract.

March 26, 2020 - City Council authorized the Mayor to execute acceptance of the State of Florida Department of Economic Opportunity Florida Job Growth Infrastructure Grant Agreement in the amount of \$4,875,000 related to the MRO aviation campus expansion project.

**STAFF CONTACT:**

Don Kraher, Council Executive  
Matt Coughlin, Airport Director

**ATTACHMENTS:**

1) Titan Update-City Council 6.14.2021

**PRESENTATION:** Yes

The background of the slide features a close-up, high-angle shot of several rolled-up architectural blueprints. The blueprints are unrolled slightly, revealing detailed technical drawings with various lines, dimensions, and annotations. They are resting on a light-colored wooden surface with a visible grain. The lighting is soft, creating a professional and technical atmosphere.

# Project Titan

Status Report and Presentation of Concept Renderings  
City Council Agenda Conference – June 14, 2021

David C. Penzone

# Evolution of Project Titan – it all started with Project Stallion (Hangar 1 - Airside and Landside view)



727.520.8181  
www.aerophoto.com

MRO Hangar  
(Pensacola International Airport)

Image # 50  
Date 06.04.18



www.aerophoto.com

MRO Hangar  
(Pensacola International Airport)

Image # 53  
Date 06.04.18



Hangar 1 was occupied in June 2018. The cost of development was \$46 million (Public/Private funding)  
Upon full implementation, 400 new, high paying jobs will be created.  
Freight carrier UPS was the initial launch client for Hangar 1.

## Next is Project Titan - What is included?

Based on the success of Project Stallion, Project Titan is the further development of City owned infrastructure located at Pensacola International Airport:

- Three additional MRO hangars (Hangars 2, 3 and 4), support service centers (SSC), administrative offices and taxiways, aprons and roadways.
- A total facilities cost for Project Titan of \$210,125,000, fully funded with commitments from Public/Private donors.
- Project Titan represents the continuation of a commercial aircraft MRO Aviation Campus (both passenger and freight carriers) at Pensacola International Airport.

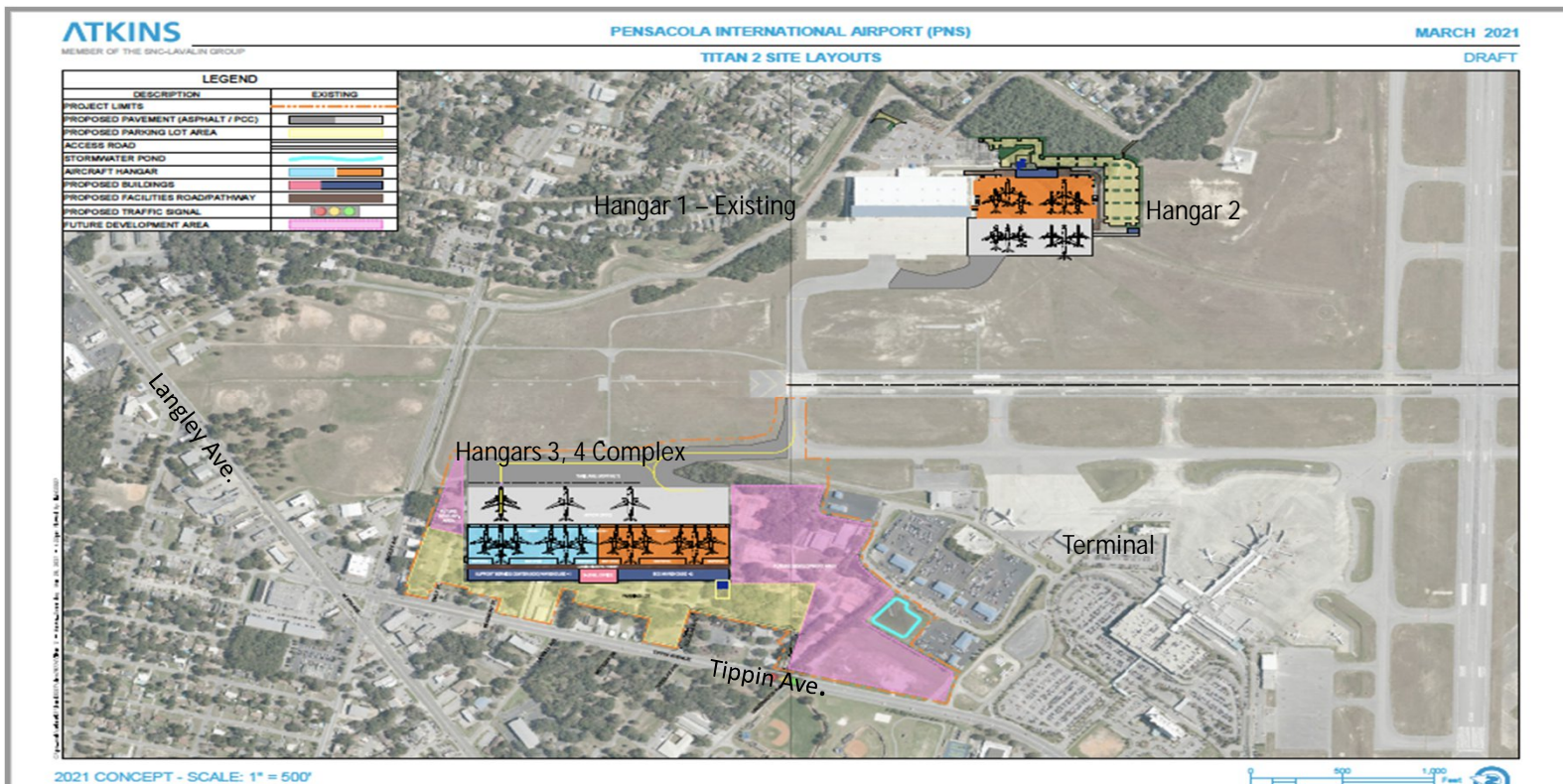
# Transformational Benefits

Upon completion of Project Titan, the following transformational benefits accrue to NW Florida:

- 1,325 new, high paying jobs (in addition to the 400 new jobs from Project Stallion)
- Becomes a regional Center of Excellence for the MRO industry
- Creates a new Aerospace industry sector, adding resiliency to the economic base, in addition to tourism and military
- Becomes a regional magnet to attract talent and supply chain businesses
- Enhances and expands regional educational programming- George Stone, Pensacola State College, B.T. Washington and others.
- Opens a pathway to the middle class for many

# Project Titan illustrated Airport Layout Plan – 2D Concept

DP1







Hangar 2 concept – Landside, with approximately 21,000 sf Support Service Center (SSC) including warehousing, shops, vertical lift modules for automated parts and materials handling.



Hangar 2 Concept – Airside and adjacent to Hangar 1

## Timeline for completion of Hangar 2 Complex

Action	Estimated date
95% construction drawings complete	March 26, 2021
Acceptance of Guaranteed Maximum Price (GMP)	May 27, 2021
Construction Notice to Proceed	June 1, 2021
Completion of Hangar 2	September 2022



Hangars 3 and 4 concept - Airside



Hangars 3, 4, Support Services Center and Administrative Offices  
Concept - Landside



## Administrative Office concept



## Projected timeline for Hangars 3 and 4 Complex – contingent upon maintaining Hangar 2 schedule

Action (Design –Build process)	Estimated date
Selection of Program Manager	
• Solicitation	July 2021
• Selection	September 2021
Completion of 30% drawings	December 2021
Selection of Design-Build Contractor	
• RFQ solicitation	October 2021
• Short list selection	November 2021
• RFP to selected short list contractors	December 2021
• Selection of Design-Build Contractor	April 2022
Completion of 95% Construction drawings	October 2022
Construction	October 2022 through June 2024

# Evolution of design from original concept to current design concept

	Original Concept Plan	Current Concept Plan
Hangar 2	172,000 sf	177,000 sf
Hangar 3	191,000 sf	176,000 sf
Hangar 4	191,000 sf	176,000 sf
Support Services Center (SSC)	Free standing	Integrated into Hangars
SSC size in square feet	100,000 sf	103,000 sf (Including logistics pathway)
Administrative Offices	Free standing	Integrated into Hangar design
Administrative Offices size in square feet	120,000 sf	40,000 sf outside Hangars 56,600 sf inside Hangars
Site Improvements – Aircraft aprons, aircraft taxiways, aircraft tug path, asphalt roadways, parking lots	Not fully detailed	See Renderings
Construction delivery method	Construction Manager at Risk (CMAR)	CMAR for Hangar 2 Design-Build for balance of Project Titan

# Big Picture - Financial Measures of Success

- 1,725 new jobs in the targeted Aviation/Aerospace industry sector for a fully developed MRO aviation campus (Project Stallion and Project Titan combined). New jobs will be added as each hangar element is completed.
- Average guaranteed wages >\$45,000 per employee (actual amount is greater)
- 3,400 new indirect jobs\*
- \$400 Million annual personal income increase\*
- \$600 Million Florida GDP annual increase\*
- Annual rental income of > \$1.0 million per year to Pensacola International Airport from ST Engineering
- Annual ad valorem income of > \$3.5 million to City and County from ST Engineering

\*Per Haas Center Study dated August 28, 2017

# Funding Sources

Name	Amount (million)
Triumph Gulf Coast	\$66.0
FDOT	\$48.0
VT MAE	\$35.0
City of Pensacola	\$15.0
Escambia County	\$15.0
U.S. Economic Development Agency (EDA)	\$12.25
Governor's Job Growth Fund/DEO	\$10.0
Governor's Job Growth Fund/DEO	\$4.875
Governor's Job Growth Fund/DEO	\$4.0
TOTAL	\$210.125

# Project Titan

Questions and  
Discussion





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 21-00500

City Council

6/17/2021

---

### **PRESENTATION ITEM**

**FROM:** City Council Member Sherri Myers

**SUBJECT:**

PRESENTATION - MARKET PLACE GREENWAY

**REQUEST:**

That City Council receive a presentation from Michael Wolf regarding the Market Place Greenway project.

**SUMMARY:**

Michael Wolf will give a presentation regarding the Market Place Greenway project, located at the corner of Market Place and 12<sup>th</sup> Ave. This project would incorporate the 12<sup>th</sup> Ave Storm Water pond and create a possible venue to a green space and walking trail.

**PRIOR ACTION:**

Discussions

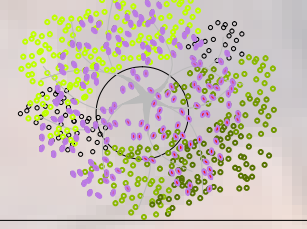
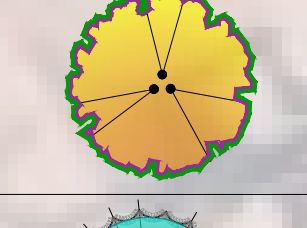
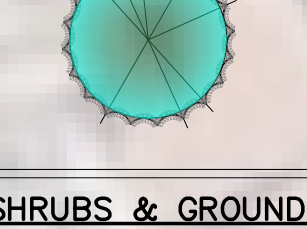
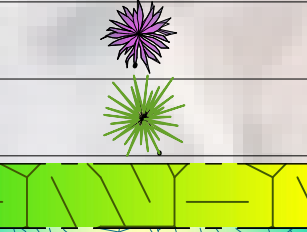
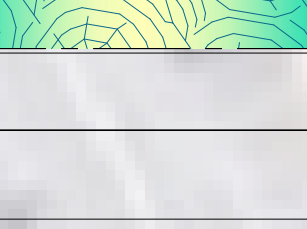


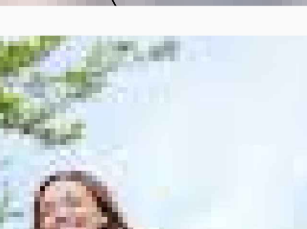


**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

1) 12th ave storm pond concept DRAWINGS - 12th ave ret pond 4-22-19 - Market Place Greenway

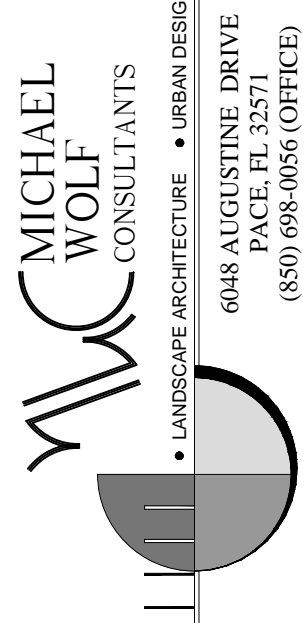
**PRESENTATION:** Yes

PLANTING SCHEDULE AND BID QUANTITIES:				
<small>ABBREVIATIONS: A.S. - AS SHOWN, B&amp;B - BALLED AND BURLAPPED, CAL - CALIPER, C.G.S. - CONTAINER GROWN STOCK, D.S.R. - DOUBLE-STAGGERED ROW, HT - HEIGHT, L.A. - LANDSCAPE ARCHITECT, O.C. - ON-CENTER, SPRD - SPREAD</small>				
SYMBOL	QUANTITY	SCIENTIFIC NOMENCLATURE	COMMON NAME	SPACING & SIZE
<b>TREES</b>				
	X	N/A	LARGE FLOWERING TREE	14' TO 16' HT. WELL SHAPED B&B.
	X	N/A	SMALL FLOWERING TREE	5' HT. WELL SHAPED B&B.
			EVERGREEN SCREEN TREE	5' HT. WELL SHAPED B&B.
<b>SHRUBS &amp; GROUNDCOVERS</b>				
	X	N/A	MEDIUM FLOWERING SHRUB	12" HT, 6" SPREAD, FULL CONTAINER GROWN. SHRUB, 3 GAL.
	X	N/A	ORNAMENTAL GRASS	12" HT, 6" SPREAD, FULL CONTAINER GROWN. SHRUB, 1 GAL.
	X	N/A	LOW EVERGREEN GROUND COVER	12" HT, 6" SPREAD, FULL CONTAINER GROWN. SHRUB, 1 GAL.
	X	N/A	EVERGREEN FLOWERING GROUNDCOVER	12" HT, 6" SPREAD, FULL CONTAINER GROWN. SHRUB, 1 GAL.
	LS		PINE STRAW MULCH	
			IRRIGATION/GROUND PREP	
			INTERPRETIVE SIGNAGE W SEATING SHADED OPPORTUNITY	

# CORDOVA SQUARE



THIS DRAWING IS FOR ILLUSTRATIVE PURPOSES ONLY



MICHAEL C. WOLF  
LANDSCAPE ARCHITECT  
PENSACOLA, FL

CARPENTER CREEK REVITALIZATION PROJECT  
CORDOVA AREA  
PENSACOLA, FL.

DATE	DESIGNED BY	DRAWN BY	PROJECT MANAGER	W.C. PROJECT NUMBER
3/22/19	M.WOLF	M.WOLF	M.WOLF	201900028

RELEASED FOR PERMITTING

MICHAEL C. WOLF L.A.  
FLORIDA LICENSE NO. LA6667118

DATE \_\_\_\_\_

CONCEPTUAL LANDSCAPE PLAN

SHEET NUMBER:  
2 OF 2



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 21-00426

City Council

6/17/2021

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

AWARD OF CONTRACT - PENSACOLA INTERNATIONAL AIRPORT GENERAL AVIATION PARKING LOT EXPANSION AT MAYGARDEN ROAD PROJECT

**RECOMMENDATION:**

That City Council award the contract for the Pensacola International Airport General Aviation Parking Lot Expansion at Maygarden Road project to J Miller Construction, Inc., the lowest and best responsible quote, with a base quote in the amount of \$43,162.59 plus quote alternate #1 in the amount of \$400.00 plus quote alternate #2 in the amount of \$2,275.00 plus a 10% contingency in the amount of \$4,583.76 for a total amount of \$50,421.35. Further, that City Council authorize the Mayor to take all actions necessary to execute the contract.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

This project is located adjacent to Maygarden Road at the existing General Aviation Parking Lot at the Pensacola International Airport (see attached location map). This project will expand the existing parking lot and is designed to help meet the increased parking demand. These additional parking spaces are not designated for use by any individual patron, but rather serve to address the collective need of all patrons within the General Aviation fleet.

On April 16, 2021, an email was sent to five small business enterprises contractors for the Solicitation of Quotes for construction services concerning the above subject project. A total of two contractors submitted responsive quotes which were received on April 30, 2021. The lowest responsible quote was received from J Miller Construction, Inc.

**PRIOR ACTION:**

N/A

**FUNDING:**

Budget: \$ 50,422.00

Actual:	\$ 43,162.59	Base Quote
	400.00	Alternate #1
	2,275.00	Alternate #2
	<u>4,583.76</u>	10% Contingency
	<u>\$ 50,421.35</u>	

**FINANCIAL IMPACT:**

Funding for this project have been appropriated in the Airport Fund.

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

5/27/2021

**STAFF CONTACT:**

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator-Community Development

Matthew F. Coughlin, Airport Director

David Forte, Interim Director-Public Works & Facilities/Capital Improvements Project Manager

Brad Hinote, Engineering Project Manager

**ATTACHMENTS:**

- 1) Quote Tabulation
- 2) Project Location Map

**PRESENTATION:** No

---

---

TABULATION OF QUOTES

---

---

TITLE: PENSACOLA INTERNATIONAL AIRPORT GENERAL AVIATION PARKING LOT EXPANSION  
JERRY MAYGARDEN ROAD

---

---

OPENING DATE: Friday, April 30, 2021

OPENING TIME: 2:30 P. M.	J MILLER CONSTRUCTION	SITE AND UTILITY
	PENSACOLA FLORIDA	PENSACOLA FLORIDA

DEPARTMENT: Engineering and Constuction Services

---

---

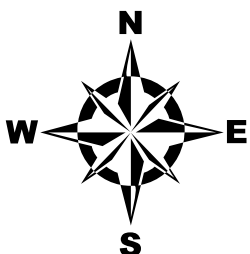
Base Bid	43,162.59	69,085.00
Alternate #1	400.00	1,500.00
Alternate #2	2,275.00	3,250.00
Total Base Bid plus Bid Alternates	\$45,837.59	\$73,835.00

Attended Prebid	N/A	N/A
-----------------	-----	-----

\*\*\*\*\*

\*\*\*\*\*

# GENERAL AVIATION PARKING JERRY MAYGARDEN ROAD



**DEPARTMENT OF PUBLIC WORKS AND FACILITIES  
ENGINEERING AND CONSTRUCTION SERVICES DIVISION**



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 21-00433

City Council

6/17/2021

---

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

FINANCIAL ADVISOR, BOND COUNSEL AND DISCLOSURE COUNSEL CONTRACTS

### **RECOMMENDATION:**

That City Council approve the execution of a contract for financial advisor services with RBC Capital Markets, LLC. Further that City Council ratify the contract for bond counsel with Bryant Miller Olive, PA, and the contract for disclosure counsel with Locke Lord, LLP. Finally, that City Council authorize the Mayor to take all actions necessary to execute the contract.

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

The City of Pensacola's Financial Planning and Administration Policy requires contracts for the City's financial advisor, bond counsel and disclosure counsel be presented to City Council for approval. These three services make up the essential members of the City's bond financing team.

RBC Capital Markets, LLC currently serves as municipal advisor to the City of Pensacola. Municipal advisers assist in the structuring and issuance of bonds whether through a competitive or a negotiated sale process.

Bryant Miller Olive, PA currently serves as bond counsel to the City of Pensacola. Bond counsel renders an opinion on the validity of the bond offering, the security for the offering, and whether and to what extent interest on the bonds is exempt from income and other taxation. In addition, the bond council typically prepares all resolutions and other instruments authorizing and securing the bonds.

Locke Lord, LLP currently serves as disclosure counsel to the City of Pensacola. Disclosure counsel assist with federal securities law and disclosure documents related to public bond issuances and continuing disclosures.

In order to maintain consistency in the bonding process, staff recommends maintaining long term relationships with its financial advisor, bond counsel and disclosure counsel. As such, the newest contracts for services are through September 30, 2023. The bond counsel and disclosure counsel contracts are for two years and six months and the contract for financial advisor is for two years and three months (rather than three years) in order to align the contracts with the City's fiscal year. There

are no assurances given by the City that there will be any financings during the term of the contract.

**PRIOR ACTION:**

March 1, 2018 - The City entered into a three (3) year contract Bryant Miller Olive, PA for bond counsel legal services.

March 30, 2018 - The City entered into a three (3) year contract Locke Lord, LLP for disclosure counsel legal services.

June 26, 2018 - The City entered into a three (3) year contract RBC Capital Markets, LLC for municipal advisor services.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

In the year of financing, there will be a corresponding fee as outlined in the contracts.

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

5/24/2021

**STAFF CONTACT:**

Keith Wilkins, City Administrator  
Amy Lovoy, Finance Director

**ATTACHMENTS:**

- 1) Financial Advisor Draft Contract
- 2) Bond Counsel Contract
- 3) Disclosure Counsel Contract

**PRESENTATION:** No

**CONTRACT FOR CONSULTING SERVICES  
BETWEEN CITY OF PENSACOLA AND  
RBC CAPITAL MARKETS, LLC**

**THIS CONTRACT (“Contract”)** is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Pensacola (“City”), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and RBC Capital Markets, (“Consultant”), a limited liability company authorized to do business in Florida, located at 100 2<sup>nd</sup> Ave, Suite 800, Saint Pete, FL 33701, (the City and Consultant collectively referred to hereinafter as the “Parties”).

**WITNESSETH:**

**WHEREAS**, the City desires specific consulting services relating to Municipal Advisor; and

**WHEREAS**, the Consultant submitted to the City a statement of work, fees information, insurance requirements, quote documents, and other information related to the consulting services requested (all such documentation hereinafter referred to as the “Proposal”), attached hereto as Exhibit A and incorporated herein by this reference; and

**WHEREAS**, the City has accepted the Proposal; and

**WHEREAS**, the Parties desire the Consultant to perform the services as described in the Proposal and pursuant to the terms and conditions of this Contract; and

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

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

**Section 1. Recitals.**

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

**Section 2. Consultant’s Obligations.**

The Consultant shall perform all work and services described in, and in accordance with, the Contract. The Consultant warrants that all services and materials utilized will comply with the Contract requirements and any City specifications provided. Services provided by the Consultant shall be consistent with the practices and standards of the Consultant’s profession. The City or its duly authorized representative shall at all times have full opportunity to inspect any materials to be furnished and the work to be done under this Contract. The Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The

Consultant shall be responsible for and shall indemnify the City against all damages or loss caused by fire, theft, or other casualty to materials, tools, equipment, and consumables left on City property by the Consultant.

**Section 3. Term of Contract.**

Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached Quote Documents and Proposal.

**Section 4. Payment.**

The Consultant agrees to perform all work and services in Section 2 at the rates, costs, and any not-to-exceed amount provided for in the attached Proposal and Attachment B, Payment Schedule. The amount will be paid by the City based on invoices submitted by Consultant and payments approved by the City, only after written acceptance by the City pursuant to the Contract. Such payment shall be in accordance with the Florida Prompt Payment Act. In the event that the Consultant does not fully perform its obligations under the Contract, the City reserves the right to withhold payments for work not performed, to engage an alternative Consultant to complete work not performed, and to withhold such amounts as may be required to hold the City harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Consultant's acts or omissions in the performance of this Contract.

**Section 5. Bond.**

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

**Section 6. Performance Schedule.**

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

**Section 7. Necessary Approvals.**

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

**Section 8. No Waiver.**

No waiver, alterations, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

**Section 9. Governing Law.**

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

**Section 10. Venue.**

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

**Section 11. No Discrimination.**

Consultant shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

**Section 12. Assignment.**

The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the City, which consent shall not be unreasonably withheld.

**Section 13. No Other Agreements.**

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

**Section 14. Remedies for Failure to Perform or Breach of Contract.**

The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Consultant, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

**Section 15. Termination for Convenience.**

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

**Section 16. Public Records Act.**

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

**Section 17. Mandatory Use of E-Verify System.**

In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

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

**CONSULTANT**

**CITY OF PENSACOLA, FLORIDA**

RBC Capital Markets, LLC  
(Consultant's Name)

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

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

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

Julie Santamaria  
(Printed Member's Name)

Approved as to Substance:

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

\_\_\_\_\_  
Amy Lovoy, Finance Director

Thomas Carlson  
(Printed Member's Name)

Legal in form and execution:

(SEAL)

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

## **Attachment "A"**

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

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

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

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:**

**THE OFFICE OF THE CITY CLERK, (850) 435-1715**

**[PUBLCRECORDS@CITYOFPENSACOLA.COM](mailto:PUBLCRECORDS@CITYOFPENSACOLA.COM)**

**222 WEST MAIN STREET, PENSACOLA, FL 32502**

**Attachment "B"**  
**PAYMENT SCHEDULE**

1. Compensation of Consultant/Vendor/Contractor will be based on (check the appropriate method):
  - ☐ Lump Sum/Flat Fee
  - ☐ Hourly Rate(s)
  - X Other: Greater of calculation based on dollar per thousand of debt issued or minimum fee
  
2. Compensation of Consultant/Vendor/Contractor as described in #1 above will be as follows (attach an additional page if necessary):
  - ☐ Lump Sum/Flat Fee: \_\_\_\_\_
  - ☐ Hourly Rate(s) are: \_\_\_\_\_
  - X Other: See Attachment A of Proposal
  
3. Costs to be reimbursed by the City include (list reimbursable costs or attach reimbursable cost schedule):  
See Attachment A of Proposal  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Invoice(s) of Consultant/Vendor/Contractor will be paid as follows (check the appropriate method):
  - X One-time, lump sum at the end of the work/project
  - ☐ After submission of monthly or periodic invoices
  - ☐ Other: \_\_\_\_\_

**EXHIBIT A**

**PROPOSAL**

DRAFT

**MUNICIPAL ADVISOR AGREEMENT**

May 11, 2020

Ms. Amy Lavoy  
Finance Director  
City of Pensacola  
222 West Main Street  
Pensacola, FL 32502

Dear Ms. Lavoy:

1. **Retention of RBC Capital Markets, LLC.** RBC Capital Markets, LLC ("RBC CM") appreciates the opportunity to serve as municipal advisor to the City of Pensacola, Florida (the "Client" or "you") in association with the issuance of obligations in the form of municipal securities or loan(s) (the "Obligations"). Upon your acceptance, this engagement letter (the "Agreement") will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by the Client (the "Effective Date").
2. **Scope of Services for Municipal Securities.** RBC CM is engaged by the Client as its municipal advisor to provide the services set forth below (the "Scope of Services") regarding the Obligations:
  - (a) Analyze the financing and structuring alternatives available to the Client if and as requested by the Client, taking into account its borrowing capacity, future financing needs, policy considerations, and such other factors as we deem appropriate to consider.
  - (b) Recommend a plan for the issuance of the Obligations, consistent with the goals and needs of the Client, that may include: (1) the type of Obligations; (2) the date of issue; (3) principal amount; (4) interest structure (e.g., fixed rate, variable rate, etc.); (5) interest payment dates; (6) a schedule of maturities; (7) any early redemption options; (8) security provisions; (9) method of sale (e.g., public sale, direct purchase by a bank or other investor, etc.); (10) as applicable, the investment of proceeds of the Obligations via state and local government obligations (SLGS), competitively bid open market securities or guaranteed investment contracts; and (10) other matters that we consider appropriate to best serve the Client's interests.
  - (c) Advise you of current conditions in the relevant debt market, market supply and demand issues, and other general market information and economic data which might reasonably be expected to influence interest rates, sale or bidding conditions or timing of issuance.
  - (d) Organize and coordinate the financing team selected by you. If requested, we will recommend qualified paying agents, escrow agents and verification agents, as the particular transaction may require, each of whom will be retained and compensated by you. We will assist in the preparation of soliciting underwriter proposals upon request and provide assistance to you for the hiring of the underwriter(s).
  - (e) Work with counsel on the transaction, including bond counsel whom you retain, who will be recognized municipal bond attorneys, whose fees will be paid by you, and who will prepare the proceedings, provide legal advice concerning the steps necessary to be taken to issue the Obligations, and issue an unqualified opinion (in a form standard for the particular type of financing) approving the legality of the Obligations and (as applicable) tax exemption of the interest paid thereon. In addition, bond counsel, disclosure counsel or underwriter's counsel (as applicable) will issue an opinion to the effect that the disclosure document does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Generally, working with counsel will mean coordinating with the attorneys and reviewing as municipal advisor such counsel's preparation of appropriate legal proceedings and documents, including documents concerning any required election.

- (f) As applicable, assist in the Client's preparation of any preliminary official statement and the official statement or equivalent document as the particular transaction may require (such as a private placement memorandum).
- (g) Make recommendations as to the need for credit rating(s) for the proposed Obligations and, should the Client seek a rating, coordinate the process of working with the rating agency or agencies and assist in the preparation of presentations as necessary.
- (h) Analyze the value and costs of obtaining municipal bond insurance, a liquidity facility or other credit enhancement for the Obligations and, should the Client seek any such credit enhancement, coordinate the process and assist in the preparation of presentations as necessary.
- (i) Attend meetings of governing bodies of the Client, its staff, representatives or committees as requested.
- (j) Coordinate with all parties to consummate the sale and delivery of the Obligations in a timely manner.
- (k) After closing, deliver to the Client and the paying agent(s) definitive debt records, including a schedule of annual debt service requirements on the Obligations.
- (l) You acknowledge that advice and recommendations involve professional judgment on our part and that the results cannot be, and are not, guaranteed. Further:
  - i. Unless otherwise provided in the Scope of Services described herein, RBC CM is not responsible for the information included in any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about RBC CM provided by RBC CM for inclusion in such documents.
  - ii. The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.
  - iii. The Scope of Services does not include providing advice or services with respect to investment advisory services, brokerage services or derivative products.
  - iv. If the Client designates RBC CM as its independent registered municipal advisor ("IRMA") pursuant to the Municipal Advisor Rule (the "MA Rule") of the Securities and Exchange Commission (the "SEC") with respect to the activities and aspects described in the Scope of Services, the Client agrees to disclose to RBC CM the existence of any such IRMA designations. Any reference to RBC CM, its personnel and its role as IRMA in the written representation of the Client contemplated under the MA Rule is subject to prior approval by RBC CM. RBC CM is not responsible for verifying that it is independent (within the meaning of the MA Rule as interpreted by the SEC) from any party.

### **3. Scope of Services for Loans with Bank or Governmental Agency/Authority.**

- (a) As requested, analyze the risks and benefits of a loan with a bank or governmental agency/authority loan versus the issuance of municipal securities via the public debt markets.
- (b) Recommend a plan for the structure of the loan, including: (1) the debt repayment structure and maturity dates; (2) loan amount; (3) interest structure (e.g., fixed or variable rate, etc.); (4), payment dates and early redemption dates, if applicable; (5) security provisions; and (6) as applicable, the investment of loan proceeds via state and local government obligations (SLGs), competitively bid open market securities or guaranteed investment contracts; and (7) other matters that we consider appropriate to best serve the Client's needs.
- (c) Recommend: (1) lenders who are or may be active in the market for tax exempt municipal loans; (2) participate in the drafting for your review and approval appropriate request for bids or qualification for lenders to submit bids to provide a loan; and (3) facilitate the distribution of requests for bids or qualifications.

- (d) Analyze and negotiate the term sheets obtained and advise you and recommend the terms that meet your financial objectives.
- (e) Attend meetings of governing bodies of the Client, its staff, representatives or committees as requested.
- (f) Coordinate with all parties to consummate the closing of the loan in a timely manner.

**4. Amendment to Scope of Services.**

The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

**5. RBC CM's Regulatory Duties When Servicing the Client under MSRB Rule G-42.**

RBC CM must make a reasonable inquiry as to the facts that are relevant to the Client's determination whether to proceed with a course of action, or that form the basis for any advice provided by RBC CM to the Client. Municipal Securities Rulemaking Board ("MSRB") Rule G-42 also requires that RBC CM undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. RBC CM is also required to use reasonable diligence to know the essential facts concerning the Client and concerning the authority of each person acting on the Client's behalf. If the review of a recommendation of another party is requested by the Client and is within the Scope of Services of the Agreement, RBC CM must determine based on information obtained through reasonable diligence, whether the proposed securities transaction or financial product is or is not suitable for the Client. To the extent our services involve advising you with respect to a bank loan or a loan with a governmental agency or authority, certain rules and regulations of the Securities and Exchange Commission and MSRB may not apply to the activities of RBC CM.

The Client agrees to assist RBC CM in carrying out these regulatory duties, including providing to RBC CM accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the Client agrees to notify RBC CM if the Client requests that RBC CM review any recommendation of a third party.

**6. Term of this Engagement.**

The term of this Agreement begins on the Effective Date and ends, unless earlier terminated as provided below, on 9/30/2023 (the "Termination Date"). The Agreement shall automatically renew for subsequent three year periods unless terminated as described in this section. This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

**7. Compensation.**

The fees due to RBC CM hereunder shall be as set forth in Appendix A hereto. In addition, RBC CM shall be entitled to reimbursement of expenses incurred in connection with any services provided hereunder as set forth in Appendix A.

**8. Limitation of Liability.**

- (a) In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of RBC CM or any of its associated persons, RBC CM and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of any Obligations, or investments of bond proceeds, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by RBC CM to the Client. No recourse shall be had against RBC CM for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or otherwise relating to the tax treatment of any Issue, or in connection with any opinion or certificate rendered by counsel or any other party. Nothing in this Agreement shall be deemed to abrogate or otherwise reduce any of the fiduciary or other duties of RBC CM, nor otherwise affect any rights of client under any applicable law.

(b) Official Statement. Client acknowledges that it is responsible for the contents of any preliminary official statement, official statement or any other document related to the issuance of the Obligations as contemplated herein ("Offering Documents"). Client will take all reasonable steps to ensure that the governing body has reviewed and approved the contents of the Offering Documents.

**9. Required Disclosures.**

MSRB Rules G-10 and G-42 require that RBC CM provide you with disclosures of pertinent regulatory information, potential and actual conflicts of interest and information regarding certain legal events and disciplinary history. Such disclosures are provided in RBC CM's Disclosure Statement delivered to the Client together with this Agreement.

**10. Know Your Client, Anti-Money Laundering, and Terrorist Financing Rules and Regulations.**

The Client agrees to provide information to satisfy "Know Your Client," "Anti-Money Laundering" and Terrorist Financing" rules and regulations, in each case, in accordance with RBC CM's requirements.

**11. Waiver of Jury Trial.**

EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNATIVE DAMAGES.

**12. Choice of Law.**

This Agreement shall be construed and given effect in accordance with the laws of Florida.

**13. Binding Effect; Assignment.**

This Agreement shall be binding upon and inure to the benefit of the Client and RBC CM, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

**14. Entire Agreement.**

This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

**15. Severability.**

If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

**16. No Third Party Beneficiary.**

This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**17. Authority.**

The undersigned representative of the Client represents and warrants that she has full legal authority to execute this Agreement on behalf of the Client. The following individual has the authority to direct RBC CM's performance of its activities under this Agreement on behalf of the Client:

Amy Lavoy, Finance Director

**18. Counterparts.**

This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

RBC CAPITAL MARKETS, LLC

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

Name: Julie Santamaria

Title: Director

Date: 5/11/2021

**ACCEPTANCE**

ACCEPTED THIS 1ST DAY OF JUNE, 2021

CITY OF PENSACOLA

BY: \_\_\_\_\_

AMY LAVOY, FINANCE DIRECTOR

ATTEST:

\_\_\_\_\_

DRAFT

## Appendix A

### FEE SCHEDULE

In consideration for the services rendered by RBC CM, the Client agrees that RBC CM's fee for each issue of Obligations or loan will be as follows:

1. In connection with the issuance of debt, RBCCM shall be paid at closing in accordance with the following schedule, with a minimum fee of \$7,500 per transaction.

<u>Amount of Obligations/Loan Issued</u>	<u>Fee per \$1,000</u>
\$1 - \$40,000,000	\$1.75
\$40,000,001 and Higher	\$1.25

2. The parties acknowledge that there may be special projects requested by the Client which may not result in the issuance of Obligations. Fees for these special services shall be negotiated on a case by case basis and shall be agreed to in writing by both parties.

RBC CM will bill the Client at closing a fee for each issue of Obligations or loan calculated on the above schedule as well as any actual "out-of-pocket" expenses incurred on behalf of the Client. Such expenses will be reimbursed subject to Client approval.

**LEGAL SERVICES AGREEMENT**  
**between**  
**BRYANT MILLER OLIVE, PA**  
**and the**  
**CITY OF PENSACOLA, as Client**

THIS LEGAL SERVICES AGREEMENT is made by and between BRYANT MILLER OLIVE, PA ("Firm"), whose principal office is located at 101 North Monroe Street, Suite 900, Tallahassee, Florida 32303, and the CITY OF PENSACOLA ("City"), a Florida municipal corporation, whose principal address is located at 222 W. Main Street, Pensacola, Florida 32502, who hereby agree to the following:

1. Services: Firm will represent City in providing non-exclusive legal services as needed. Specifically, the Firm will provide the following scope of services as bond counsel:

- a. Consultation with City officials and staff concerning all legal questions relating to the incurrence of the debt;
- b. Attendance, upon request, at any meeting of the City Council, committees, or any meeting of staff;
- c. Preparation of all resolutions and other instruments authorizing and securing bonds and required in connection with their issuance utilizing the City's format for documents unless agreed otherwise;
- d. Assistance to the City or its financial advisors and investment bankers in formulating financing plans and review of applicable portions of disclosure documents for public offering of bonds and notes;
- e. If sale is by competitive bid, assisting in the preparation of documents, notice of sale, evaluation of bids and any other documentation necessary to conduct a sale of bonds in that manner, provided that the services contemplated hereby shall not include the preparation of disclosure materials;
- f. Analysis and resolutions of tax problems associated with financing plans, including arbitrage issues and preparation of ruling requests and contracts with the U.S. Treasury;
- g. Preparation of documentation required in connection with the validation of bond issues including the complaints, notices and orders, acknowledgments, answers and judgments, together with memoranda concerning testimony, exhibits and relevant law;
- h. Preparation and review of all documentation required for bond sales and closings, including resolutions, certificates, opinions, notices of sale, etc.; provided that the services contemplated hereby shall not include the preparation of disclosure materials;
- i. Supervision of the printing of the bonds and conduct of the pre-closing and the closing in connection with each bond issue;

- j. **Preparation of documentation required in connection with the appeal of any such judgment of validation or order to the Supreme Court of Florida, including any notices, orders, acknowledgments, briefs and any court appearances required for oral argument or otherwise; and**
- k. **Review of conduit type bond financings for compliance with applicable securities and tax laws and regulations.**

2. Fees: The fee, billing and reporting information for the Firm, including the fee for services performed by lawyers of this Firm, the fee for services performed by non-lawyer staff, and any identified expenses are attached in Schedule A. The costs to be invoiced to the City for reimbursement shall be the actual, reasonable costs incurred by the Firm for the services indicated, and receipts for costs advanced by the Firm to the City shall accompany billing statements. Invoices submitted by the Firm for payment by the City shall be in such detail as deemed sufficient, and approved by, the City Attorney and the Finance Director.

The Firm will ensure that the fees charged to the City are reasonable and necessarily incurred and agrees to exercise customary billing judgment when preparing invoices for services rendered to the City.

The Firm will refrain from billing for the services of more than one professional for performing the same function unless necessary to advance or protect the interests of the City in such representation.

3. Costs: All costs such as computer research; copying charges; postage; Federal Express/UPS; telephone charges; hotel expense, mileage reimbursement and per diem meal expenses shall be billed at the actual expense of the Firm with no markup in price.

If there are occasions that the attorneys of the Firm need to travel to conduct the services they are performing for the City, the Firm should make all efforts to stay within the cost parameters of the rates approved by the U.S. General Services Administration.

Costs incurred by the Firm that have not been previously approved by the City will not be paid.

4. Term: The term of this Agreement shall be for a period of two and one-half (2.5) years, commencing April 1, 2021, and terminating no later than September 30, 2023. The City and Firm further agree that during the term of this Agreement, there shall be no increase or change to the fee, billing, and reporting information identified in the attached Schedule A. While it is impossible to predict how long legal services may be required to solve any particular matter, the intent of this section is that no new matter may be assigned to the Firm after the termination date; however, particular matters assigned prior to the termination date shall be continued by the Firm up to completion of the particular matter.

The City may terminate this Agreement for convenience at any time upon written notice to the Firm at:

Randall C. Clement, Shareholder  
Bryant Miller Olive, PA  
1545 Raymond Diehl Road  
Suite 300  
Tallahassee, Florida 32308  
850-222-8611  
rclement@bmolaw.com

5. Insurance: The Firm shall furnish to the City, as Schedule B, the Firm's malpractice insurance.

6. Public Records Compliance: The Firm agrees to the requirements of Chapter 119, Florida Statutes, attached as Schedule C.

7. Conflicts: The rules regulating The Florida Bar provide that a conflict of interest exists whenever a lawyer represents one client in a matter adverse to another client. The lawyer may proceed with the representation of one client if, after disclosure of the conflict, both clients consent to the representation. We have disclosed to the City that we have, currently do and may in the future, serve as bond, disclosure or other counsel to other local governments or otherwise act as counsel to underwriters, investment banks and commercial banks on public finance matters. From time to time, we may represent the firms which may underwrite the City's bonds, notes or other obligations (and other financial institutions hired by the City) in connection with financings for other governmental entities on unrelated matters. In either case, such representations are standard and customary within the municipal bond industry. In our opinion, we can effectively represent the City and the discharge of the Firm's professional responsibilities notwithstanding our representation of other parties in other matters, either because such representations will be sufficiently different or because the potential for such conflict is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter. The City consents to such representation of the other client in unrelated matters consistent with the circumstances described herein. However, the City reserves the right to identify a representation that it finds objectionable in the future, in which case the Firm agrees to take appropriate steps to resolve the issue. The Firm agrees to promptly provide notice to the City of each circumstance with respect to which the Firm is relying on the waiver provided by the City in this paragraph.

*The remainder of this page left blank intentionally*

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

BRYANT MILLER OLIVE, PA

By: Markell P. Clement

Title: Shareholder

Date: April 14, 2021

Witness:

Laura Renner  
Name and title: Laura Renner  
Legal Asst.

CITY OF PENSACOLA,  
a Florida municipal corporation

By: Grover C. Robinson, IV  
GROVER C. ROBINSON, IV, Mayor

Date: 04/19/21

Attest:

Trisha L. Bennett  
City Clerk (Seal)

## SCHEDULE A

- a. Fees for services rendered under this engagement are as follows:

<u>Amount of Issue</u>	<u>City Bonds Fee</u>
Up to \$10,000,000	\$17,500 flat fee
From \$10,000,000 to \$40,000,000	\$17,500 plus \$0.90 per \$1,000 over \$10 Million
Over \$40,000,000	\$53,500 plus \$0.60 per \$1,000 over \$40 Million

All fees for services in connection with the issuance of such bonds or notes are contingent upon delivery of the bonds. Fees for services in connection with completed bond issues shall be payable at the time the financing is completed. In connection with direct or non-conduit bond issues of the City, the City shall not be billed for general counsel and advice on matters preparatory to a bond issue but not leading to financings and not requiring an opinion of bond counsel.

- b. Fees for services as bond counsel on conduit type financings are to be paid by the agency or corporate issuer purchasing the bond.

### Bonds Rated BBB or Better

<u>Issue Size</u>	<u>Rate</u>
Up to \$20,000,000	\$20,000
Over \$20,000,000	\$20,000 plus \$0.90 per \$1,000 over \$20,000,000
Over \$40,000,000	\$38,000 plus \$0.45 per \$1,000 over \$40,000,000
Over \$60,000,000	\$47,000 plus amount to be negotiated

### Derivative Bonds, Unrated Bonds, or Bonds Rated Below BBB

<u>Issue Size</u>	<u>Rate</u>
Up to \$5,000,000	\$20,000
Over \$5,000,000	\$20,000 plus \$0.90 per \$1,000 over \$5,000,000
Over \$20,000,000	\$33,500 plus \$0.45 per \$1,000 over \$20,000,000
Over \$40,000,000	\$42,500 plus amount to be negotiated

- c. At its option, the fees paid for services to complete the City's small loan transactions shall be \$5,000 for any amount up to \$750,000 of Notes plus out-of-pocket expenses. For loans above \$750,000, the Firm's fee would be the \$5,000 plus \$1.00 per \$1,000 of Notes over \$750,000. For purposes hereof, a "small loan transaction" means a note or bond secured by City revenues issued by the City in a principal amount of less than \$6,000,000 and sold to a single financial institution.

These fees cover most small loans of the City, unless there were substantial additional time over 10 hours required of Firm due to unusual circumstances. On these loans, opinion of the Firm is limited to federal tax matters, and the City Attorney provides an independent opinion as to the validity of the obligation. No fee would be due unless the City actually completed the transaction.

- d. At its option, the City wishes to pay for services on an hourly basis, the Firm would be willing to perform services as bond counsel based upon a schedule of hourly rates as follows:

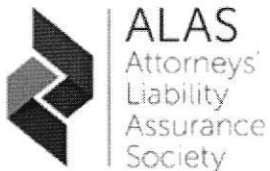
Senior Partners	\$295/hour
Associate Attorneys	\$235/hour
Paralegals	\$95/hour

This scale assumes that the fees are not contingent but would be billed and paid at regular intervals.

- e. The City acknowledges that the Firm has been performing services for the City prior to the date of this Agreement. Payment for Firm's services which have been provided on a contingent basis prior to the effective date hereof shall be made as invoiced to the City, but shall be due and payable only upon closing of the related transaction or other realization by the City of the contingency.
- f. The Firm shall also be entitled to received reimbursement for actual costs incurred, such as computer printing or photocopies, long distance telephone charges, overnight delivery charges, and travel expenses. Applicable travel expenses will be reimbursed

in accordance with §112.061, Florida Statutes, or such other schedule of reimbursement specified by the City and agreed to by the Firm.

**SCHEDULE B**  
**To be attached by the Firm**



December 18, 2020

Bryant Miller Olive PA  
101 North Monroe Street  
Suite 900  
Tallahassee, FL 32301

To Whom It May Concern:

### **CONFIRMATION OF INSURANCE**

We hereby confirm that Bryant Miller Olive PA has Professional Liability Coverage under Policy ALA#1943 with an annual limit of \$20,000,000 per claim and \$40,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$250,000 each claim up to an aggregate of \$500,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2021 to January 1, 2022.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

### **ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD., A RISK RETENTION GROUP**

By:

A handwritten signature in black ink that reads "Nancy Montroy". The signature is written in a cursive, flowing style.

Nancy J. Montroy  
Vice President - Director of Underwriting

Date: 12/18/2020

311 S. Wacker Drive, Suite 5700  
Chicago, IL 60606-6629  
tel 312.697.6900  
fax 312.697.6901

[alas.com](http://alas.com)

## **SCHEDULE C**

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

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

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

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

**LEGAL SERVICES AGREEMENT**  
**between**  
**LOCKE LORD, LLP**  
**and the**  
**CITY OF PENSACOLA, as Client**

THIS LEGAL SERVICES AGREEMENT is made by and between LOCKE LORD, LLP ("Firm"), whose principal office is located at 777 South Flagler Drive, Suite 215 East Tower, West Palm Beach, Florida 33401, and the CITY OF PENSACOLA ("City"), a Florida municipal corporation, whose principal address is located at 222 W. Main Street, Pensacola, Florida 32502, who hereby agree to the following:

1. Services: Firm will represent City in providing non-exclusive legal services as needed. Specifically, the Firm will provide the following scope of services as bond counsel:

- a. **Participate in working group meetings regarding the financing and preparation of the official statements related to Bonds;**
- b. **Conduct the necessary due diligence to support the Securities and Exchange Act 10b-5 opinion to be rendered to the City and its underwriters;**
- c. **Assist in activities associated with rating agency and sales presentations, as requested;**
- d. **Prepare forms of 10b-5 Certificates for the City, its contractors, consulting engineers, and other consultants;**
- e. **Assist with drafting, review and incorporate comments in and oversee the printing/preparation of the official statement;**
- f. **Advise the City's staff with respect to disclosure communications to institutional investors, rating agencies and other market participants;**
- g. **Advise the City's staff and coordinate continuing disclosure matters with the City's Disclosure Dissemination Agent and the City staff, including material events as well as preparation of the Continuing Disclosure Certificate or similar covenant;**
- h. **Analyze and advise on legislation, rulings and proceedings that impact the City's finance program and related disclosure; and**
- i. **Review of conduit type bond financings for compliance with applicable securities laws and regulations.**

2. Fees: The fee, billing and reporting information for the Firm, including the fee for services performed by lawyers of this Firm, the fee for services performed by non-lawyer staff, and any identified expenses are attached in Schedule A. The costs to be invoiced to the City for reimbursement shall be the actual, reasonable costs incurred by the Firm for the services indicated, and receipts for costs advanced by the Firm to the City shall accompany billing statements. Invoices submitted by the Firm for payment by

the City shall be in such detail as deemed sufficient, and approved by, the City Attorney and the Finance Director.

The Firm will ensure that the fees charged to the City are reasonable and necessarily incurred and agrees to exercise customary billing judgment when preparing invoices for services rendered to the City.

The Firm will refrain from billing for the services of more than one professional for performing the same function unless necessary to advance or protect the interests of the City in such representation.

3. Costs: All costs such as computer research; copying charges; postage; Federal Express/UPS; telephone charges; hotel expense, mileage reimbursement and per diem meal expenses shall be billed at the actual expense of the Firm with no markup in price.

If there are occasions that the attorneys of the Firm need to travel to conduct the services they are performing for the City, the Firm should make all efforts to stay within the cost parameters of the rates approved by the U.S. General Services Administration.

Costs incurred by the Firm that have not been previously approved by the City will not be paid.

4. Term: The term of this Agreement shall be for a period of two and one-half (2.5) years, commencing April 1, 2021, and terminating no later than September 30, 2023. The City and Firm further agree that during the term of this Agreement, there shall be no increase or change to the fee, billing, and reporting information identified in the attached Schedule A. While it is impossible to predict how long legal services may be required to solve any particular matter, the intent of this section is that no new matter may be assigned to the Firm after the termination date; however, particular matters assigned prior to the termination date shall be continued by the Firm up to completion of the particular matter.

The City may terminate this Agreement for convenience at any time upon written notice to the Firm at:

Richard J. Miller, Esquire  
777 South Flagler Drive  
Suite 215 East Tower  
West Palm Beach, FL 33401  
561-820-0274  
richard.miller@lockelord.com

5. Insurance: The Firm shall furnish to the City, as Schedule B, the Firm's malpractice insurance.

6. Public Records Compliance: The Firm agrees to the requirements of Chapter 119, Florida Statutes, attached as Schedule C.

*The remainder of this page left blank intentionally*

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

LOCKE LORD, LLP

By: *Rihanna J. Miller*

Title: *OF COUNSEL*

Date: *3/23/2021*

Attest:

*Alison M. O'Neil*

Name and title: *Alison M. O'Neil*  
*Partner*

CITY OF PENSACOLA,  
a Florida municipal corporation

By: *Grover C. Robinson, IV*

GROVER C. ROBINSON, IV, Mayor

Date: *04/19/21*

Attest:

*Richa L. Burnett*

City Clerk

(Seal)

**SCHEDULE A**  
**To be Attached by Locke Lord, LLC**

*LEGAL FEES*

- a. Fees for services rendered under this engagement are **70% of the Bond Counsel fees set forth in the Bond Counsel Engagement Letter attached as Exhibit 1 hereto .**

**These fees for services in connection with the issuance of such bonds are contingent upon delivery of the bonds. Fees for services in connection with completed bond issues shall be payable at the time the financing is closed.**

- b. Fees for services as disclosure counsel on conduit type financings, unrated bonds and derivatives are to be paid by the agency or corporate issuer proposing the bond, at the rate of **70% of the Bond Counsel fees for such services set forth in the Bond Counsel Engagement Letter attached as Exhibit 1.**
- c. In the case of services other than those services for disclosure counsel referenced in a and b. above, the City agrees to pay for services on an hourly basis, including for special services outside the scope of this Agreement, and in such cases Attorneys will perform services as disclosure counsel or special counsel upon mutual agreement as to the scope of services, based upon a schedule of hourly rates as follows:

Partners/Of Counsel	\$365
Senior Associates	\$270
Associates	\$195-
	225 -
Paralegals	\$140

This scale assumes that the fees are not contingent but would be billed and paid at regular intervals.

In addition, the fess for annual disclosure services in connection with the City's Report to Bondholders, will be a flat fee of \$2,750.00, unless otherwise agreed by the City.

- d. Out-of-pocket expenses incurred in connection with a financing or special assignment, including copying, telephone, facsimile, courier and/or overnight mail, computer word processing and direct computer use charges, will be reimbursed whether or not the financing is completed. We will bill all out-of-pocket disbursements based on actual cost or, when existing, the City's current policies.

**EXHIBIT 1 TO SCHEDULE A**  
**BOND COUNSEL CONTRACT FOR FEE SCHEDULE REFERENCE**

**LEGAL SERVICES AGREEMENT**  
between  
**BRYANT MILLER OLIVE, PA**  
and the  
**CITY OF PENSACOLA, as Client**

THIS LEGAL SERVICES AGREEMENT is made by and between BRYANT MILLER OLIVE, PA ("Firm"), whose principal office is located at 101 North Monroe Street, Suite 900, Tallahassee, Florida 32303, and the CITY OF PENSACOLA ("City"), a Florida municipal corporation, whose principal address is located at 222 W. Main Street, Pensacola, Florida 32502, who hereby agree to the following:

1. Services: Firm will represent City in providing non-exclusive legal services as needed. Specifically, the Firm will provide the following scope of services as bond counsel:

- a. Consultation with City officials and staff concerning all legal questions relating to the incurrence of the debt;
- b. Attendance, upon request, at any meeting of the City Council, committees, or any meeting of staff;
- c. Preparation of all resolutions and other instruments authorizing and securing bonds and required in connection with their issuance utilizing the City's format for documents unless agreed otherwise;
- d. Assistance to the City or its financial advisors and investment bankers in formulating financing plans and review of applicable portions of disclosure documents for public offering of bonds and notes;
- e. If sale is by competitive bid, assisting in the preparation of documents, notice of sale, evaluation of bids and any other documentation necessary to conduct a sale of bonds in that manner, provided that the services contemplated hereby shall not include the preparation of disclosure materials;
- f. Analysis and resolutions of tax problems associated with financing plans, including arbitrage issues and preparation of ruling requests and contracts with the U.S. Treasury;
- g. Preparation of documentation required in connection with the validation of bond issues including the complaints, notices and orders, acknowledgments, answers and judgments, together with memoranda concerning testimony, exhibits and relevant law;
- h. Preparation and review of all documentation required for bond sales and closings, including resolutions, certificates, opinions, notices of sale, etc.; provided that the services contemplated hereby shall not include the preparation of disclosure materials;
- i. Supervision of the printing of the bonds and conduct of the pre-closing and the closing in connection with each bond issue;

- j. **Preparation of documentation required in connection with the appeal of any such judgment of validation or order to the Supreme Court of Florida, including any notices, orders, acknowledgments, briefs and any court appearances required for oral argument or otherwise; and**
- k. **Review of conduit type bond financings for compliance with applicable securities and tax laws and regulations.**

2. Fees: The fee, billing and reporting information for the Firm, including the fee for services performed by lawyers of this Firm, the fee for services performed by non-lawyer staff, and any identified expenses are attached in Schedule A. The costs to be invoiced to the City for reimbursement shall be the actual, reasonable costs incurred by the Firm for the services indicated, and receipts for costs advanced by the Firm to the City shall accompany billing statements. Invoices submitted by the Firm for payment by the City shall be in such detail as deemed sufficient, and approved by, the City Attorney and the Finance Director.

The Firm will ensure that the fees charged to the City are reasonable and necessarily incurred and agrees to exercise customary billing judgment when preparing invoices for services rendered to the City.

The Firm will refrain from billing for the services of more than one professional for performing the same function unless necessary to advance or protect the interests of the City in such representation.

3. Costs: All costs such as computer research; copying charges; postage; Federal Express/UPS; telephone charges; hotel expense, mileage reimbursement and per diem meal expenses shall be billed at the actual expense of the Firm with no markup in price.

If there are occasions that the attorneys of the Firm need to travel to conduct the services they are performing for the City, the Firm should make all efforts to stay within the cost parameters of the rates approved by the U.S. General Services Administration.

Costs incurred by the Firm that have not been previously approved by the City will not be paid.

4. Term: The term of this Agreement shall be for a period of two and one-half (2.5) years, commencing April 1, 2021, and terminating no later than September 30, 2023. The City and Firm further agree that during the term of this Agreement, there shall be no increase or change to the fee, billing, and reporting information identified in the attached Schedule A. While it is impossible to predict how long legal services may be required to solve any particular matter, the intent of this section is that no new matter may be assigned to the Firm after the termination date; however, particular matters assigned prior to the termination date shall be continued by the Firm up to completion of the particular matter.

The City may terminate this Agreement for convenience at any time upon written notice to the Firm at:

Randall C. Clement, Shareholder  
Bryant Miller Olive, PA  
1545 Raymond Diehl Road  
Suite 300  
Tallahassee, Florida 32308  
850-222-8611  
rclement@bmlaw.com

5. Insurance: The Firm shall furnish to the City, as Schedule B, the Firm's malpractice insurance.

6. Public Records Compliance: The Firm agrees to the requirements of Chapter 119, Florida Statutes, attached as Schedule C.

7. Conflicts: The rules regulating The Florida Bar provide that a conflict of interest exists whenever a lawyer represents one client in a matter adverse to another client. The lawyer may proceed with the representation of one client if, after disclosure of the conflict, both clients consent to the representation. We have disclosed to the City that we have, currently do and may in the future, serve as bond, disclosure or other counsel to other local governments or otherwise act as counsel to underwriters, investment banks and commercial banks on public finance matters. From time to time, we may represent the firms which may underwrite the City's bonds, notes or other obligations (and other financial institutions hired by the City) in connection with financings for other governmental entities on unrelated matters. In either case, such representations are standard and customary within the municipal bond industry. In our opinion, we can effectively represent the City and the discharge of the Firm's professional responsibilities notwithstanding our representation of other parties in other matters, either because such representations will be sufficiently different or because the potential for such conflict is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter. The City consents to such representation of the other client in unrelated matters consistent with the circumstances described herein. However, the City reserves the right to identify a representation that it finds objectionable in the future, in which case the Firm agrees to take appropriate steps to resolve the issue. The Firm agrees to promptly provide notice to the City of each circumstance with respect to which the Firm is relying on the waiver provided by the City in this paragraph.

*The remainder of this page left blank intentionally*

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

BRYANT MILLER OLIVE, PA

By: Mark H.P. Chen

Title: Shareholder

Date: April 14, 2021

Witness:

Laura Renner  
Name and title: Laura Renner  
Legal Asst.

CITY OF PENSACOLA,  
a Florida municipal corporation

By: GROVER C. ROBINSON, IV  
GROVER C. ROBINSON, IV, Mayor

Date: 04/19/21

Attest:

Trisha L. Bennett  
City Clerk (Seal)

## SCHEDULE A

- a. Fees for services rendered under this engagement are as follows:

<u>Amount of Issue</u>	<u>City Bonds Fee</u>
Up to \$10,000,000	\$17,500 flat fee
From \$10,000,000 to \$40,000,000	\$17,500 plus \$0.90 per \$1,000 over \$10 Million
Over \$40,000,000	\$53,500 plus \$0.60 per \$1,000 over \$40 Million

All fees for services in connection with the issuance of such bonds or notes are contingent upon delivery of the bonds. Fees for services in connection with completed bond issues shall be payable at the time the financing is completed. In connection with direct or non-conduit bond issues of the City, the City shall not be billed for general counsel and advice on matters preparatory to a bond issue but not leading to financings and not requiring an opinion of bond counsel.

- b. Fees for services as bond counsel on conduit type financings are to be paid by the agency or corporate issuer purchasing the bond.

### Bonds Rated BBB or Better

<u>Issue Size</u>	<u>Rate</u>
Up to \$20,000,000	\$20,000
Over \$20,000,000	\$20,000 plus \$0.90 per \$1,000 over \$20,000,000
Over \$40,000,000	\$38,000 plus \$0.45 per \$1,000 over \$40,000,000
Over \$60,000,000	\$47,000 plus amount to be negotiated

**Derivative Bonds, Unrated Bonds, or Bonds Rated Below BBB**

<b><u>Issue Size</u></b>	<b><u>Rate</u></b>
Up to \$5,000,000	\$20,000
Over \$5,000,000	\$20,000 plus \$0.90 per \$1,000 over \$5,000,000
Over \$20,000,000	\$33,500 plus \$0.45 per \$1,000 over \$20,000,000
Over \$40,000,000	\$42,500 plus amount to be negotiated

- c. At its option, the fees paid for services to complete the City's small loan transactions shall be \$5,000 for any amount up to \$750,000 of Notes plus out-of-pocket expenses. For loans above \$750,000, the Firm's fee would be the \$5,000 plus \$1.00 per \$1,000 of Notes over \$750,000. For purposes hereof, a "small loan transaction" means a note or bond secured by City revenues issued by the City in a principal amount of less than \$6,000,000 and sold to a single financial institution.

These fees cover most small loans of the City, unless there were substantial additional time over 10 hours required of Firm due to unusual circumstances. On these loans, opinion of the Firm is limited to federal tax matters, and the City Attorney provides an independent opinion as to the validity of the obligation. No fee would be due unless the City actually completed the transaction.

- d. At its option, the City wishes to pay for services on an hourly basis, the Firm would be willing to perform services as bond counsel based upon a schedule of hourly rates as follows:

Senior Partners	\$295/hour
Associate Attorneys	\$235/hour
Paralegals	\$95/hour

This scale assumes that the fees are not contingent but would be billed and paid at regular intervals.

- e. The City acknowledges that the Firm has been performing services for the City prior to the date of this Agreement. Payment for Firm's services which have been provided on a contingent basis prior to the effective date hereof shall be made as invoiced to the City, but shall be due and payable only upon closing of the related transaction or other realization by the City of the contingency.
- f. The Firm shall also be entitled to received reimbursement for actual costs incurred, such as computer printing or photocopies, long distance telephone charges, overnight delivery charges, and travel expenses. Applicable travel expenses will be reimbursed

in accordance with §112.061, Florida Statutes, or such other schedule of reimbursement specified by the City and agreed to by the Firm.

**SCHEDULE B**  
**To be attached by the Firm**



**ALAS**  
Attorneys  
Liability  
Assurance  
Society

December 18, 2020

Bryant Miller Olive PA  
101 North Monroe Street  
Suite 900  
Tallahassee, FL 32301

To Whom It May Concern:

### **CONFIRMATION OF INSURANCE**


We hereby confirm that Bryant Miller Olive PA has Professional Liability Coverage under Policy ALA#1943 with an annual limit of \$20,000,000 per claim and \$40,000,000 in the aggregate with the right, under stated conditions, to purchase extended reporting rights upon termination of such Policy by ALAS.

The self-insured retention under such Policy is \$250,000 each claim up to an aggregate of \$500,000 and \$100,000 each claim thereafter.

The Policy effective date is from January 1, 2021 to January 1, 2022.

Such Policy is subject to the terms, conditions, limitations and exclusions stated therein.

### **ATTORNEYS' LIABILITY ASSURANCE SOCIETY LTD., A RISK RETENTION GROUP**

By: 

Nancy J. Montroy  
Vice President - Director of Underwriting

Date: 12/18/2020

311 S. Wacker Drive, Suite 5700  
Chicago, IL 60606-6629  
tel 312.697.6900  
fax 312.697.6901

[alas.com](http://alas.com)

## **SCHEDULE C**

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

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

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

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

**SCHEDULE B**  
**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Alliant Insurance Services, Inc. 200 S Wacker Dr Ste 3030 Chicago IL 60606	<b>CONTACT NAME:</b> Angela Fleege	<b>PHONE (A/C, No, Ext):</b> 312/246-0866	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> angela@proquestinsurance.com		
<b>INSURED</b> Locke Lord LLP 111 S. Wacker Drive Chicago IL 60606	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Lloyd's of London		N/A
	<b>INSURER B:</b> Markel Insurance SE		N/A
	<b>INSURER C:</b> Scottsdale Ins Company		41297
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

License#: 0C36861  
LOCKLOR-01

## COVERAGES

CERTIFICATE NUMBER: 1067076810

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			B0146LDUSA2002819	10/2/2020	10/2/2021	See Description
B	Professional Liability			B0146LDUSA2002820	10/2/2020	10/2/2021	See Description
C	Professional Liability			LWS0000849	10/2/2020	10/2/2021	See Description

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Limits of Liability in excess of \$25,000,000 per Claim/\$50,000,000 in the Aggregate

Claims-made Coverage

Insurers Affording Coverage schedule continued on Attachment A

## CERTIFICATE HOLDER

## CANCELLATION

City of Pensacola  
Office of the City Attorney  
222 West Main St  
Pensacola FL 32502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Robert Vayko*

© 1988-2015 ACORD CORPORATION. All rights reserved.

**Locke Lord LLP**

**Certificate of Professional Liability Insurance**

**Policy Term: October 2, 2020 – October 2, 2021**

**Attachment A**

<b>Insurer:</b>	<b>Insurer Affording Coverage:</b>	<b>Policy Number:</b>	<b>Policy Term:</b>	<b>NAIC #:</b>
<b>D</b>	Swiss Re International SE	B0146 LDUSA2002819 B0146 LDUSA2002820	10/2/2020 – 10/2/2021	N/A
<b>E</b>	HDI Global Specialty SE	B0146 LDUSA2002819 B0146 LDUSA2002820	10/2/2020 – 10/2/2021	N/A
<b>F</b>	National Fire & Marine Insurance Company	42-EPP-306174-03 NESLP001086	10/2/2020 – 10/2/2021	20079
<b>G</b>	Gotham Insurance Company	PL2020LPL90235 PL202000003294	10/2/2020 – 10/2/2021	25569
<b>H</b>	Aspen Specialty Insurance Company	LX004QX20	10/2/2020 – 10/2/2021	10717
<b>I</b>	Endurance American Specialty Insurance Company	LPL10007859905 LPX10004234407	10/2/2020 – 10/2/2021	41718
<b>J</b>	Liberty Mutual Insurance Europe SE	B0146 LDUSA2002820 B0146 LDUSA2002821	10/2/2020 – 10/2/2021	N/A
<b>K</b>	Ironshore Specialty Insurance Company	LLP7NABVE1D002 LLP7NABVE05002	10/2/2020 – 10/2/2021	25445
<b>L</b>	Old Republic Union Insurance Co.	ORPRO43241	10/2/2020 – 10/2/2021	31143
<b>M</b>	Travelers Excess and Surplus Insurance Company	107157722	10/2/2020 – 10/2/2021	29696
<b>N</b>	Peleus Insurance Company	XPL409724-0	10/2/2020 – 10/2/2021	34118
<b>O</b>	Lloyd's of London; AmTrust Syndicate	B0146 LDUSA2002821	10/2/2020 – 10/2/2021	N/A
<b>P</b>	Liberty Special Markets Bermuda Limited	LSMAFL105832A01	10/2/2020 – 10/2/2021	N/A
<b>Q</b>	Arch Reinsurance Ltd	LPL0030039-12 LPL0059123-05	10/2/2020 – 10/2/2021	N/A
<b>R</b>	Allied World Assurance Co. Ltd	C006563/015 C024952/006	10/2/2020 – 10/2/2021	N/A
<b>S</b>	AXIS Specialty Ltd	1142860120QA	10/2/2020 – 10/2/2021	N/A
<b>T</b>	Argo Re Ltd	ARGO-EANDO-20-000948.5	10/2/2020 – 10/2/2021	N/A
<b>U</b>	Aspen Bermuda Ltd	PLA4VQC20A0V PLA7T6120A0K	10/2/2020 – 10/2/2021	N/A
<b>V</b>	Endurance Specialty Insurance Ltd	PPL1009974304	10/2/2020 – 10/2/2021	N/A

### **Schedule "P"**

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

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

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

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 21-00479

City Council

6/17/2021

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

AMENDMENTS TO CITY OF PENSACOLA FY 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN

**RECOMMENDATION:**

That City Council approve Amendments to the FY 2019-2020 CDBG Annual Action Plan in order to receive \$463,126 in CDBG-CV Coronavirus Aid, Relief, and Economic Security (CARES) Act funding and the Proposed CDBG-CV Program Budget and Activity Summary. Further, that City Council authorize the Mayor to take any and all actions to execute all documents relating to the program administration

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

As part of the \$2 trillion CARES Act, the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program was allocated \$5 billion. As an Entitlement Community, the City will receive \$463,126 in CDBG-CV Program funds. In accordance with HUD regulations and applicable waivers issued under the CARES Act, amendments to the FY 2019-2020 CDBG Annual Action Plan will be submitted to HUD for approval.

These funds will be used for the acquisition and/or rehabilitation of a facility to address the needs of the homeless community to prevent, prepare for, and respond to COVID-19. Activities funded by CDBG-CV funds must contribute to the goals and objectives of the City of Pensacola Consolidated Plan and meet all applicable federal requirements, including utilization for activities that target low and moderate income households.

**PRIOR ACTION:**

September 24, 2020 - City Council approved Amendments to the FY 2019-2020 CDBG Annual Action Plan

July 18, 2019 - City Council approved the FY 2019-2020 CDBG Annual Action Plan

**FUNDING:**

Budget: \$463,126

Actual: \$463,126

**FINANCIAL IMPACT:**

The grant application must be submitted to HUD for approval to be eligible to receive the Program funds. Upon approval of the grant, a supplemental budget resolution will be brought before City Council to appropriate the grant funds.

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

5/24/2021

**STAFF CONTACT:**

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

**ATTACHMENTS:**

- 1) CDBG-CV Program Proposed Budget and Activity Summary
- 2) Public Notice Amendment to FY 2019-2020 CDBG Annual Action Plan

**PRESENTATION:** No



**PUBLIC NOTICE  
AMENDMENT TO CITY OF PENSACOLA  
2019 CDBG ANNUAL ACTION PLAN**

In accordance with 24 CFR 91.105(c)(2) of the federal regulations relative to citizen participation for Community Planning and Development Programs and applicable waivers made available in relation to these requirements through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, the City of Pensacola is making amendments to the 2019 Annual Action and 2015-2019 Consolidated Plans available to the public through this notice. These amendments are available for public review and comment through May 13, 2021.

These amendments will allow the City of Pensacola to receive and administer a special allocation from the U.S. Department of Housing and Urban Development to be used to prevent, prepare for, and respond to COVID-19. This allocation authorized by the CARES Act includes \$463,126 in Community Development Block Grant funds.

Activities funded by CDBG-CV funds must contribute to the goals and objectives of the City of Pensacola Consolidated Plan and meet all applicable federal requirements, including utilization for activities that target low- and moderate-income households. These funds will be used for the acquisition and/or rehabilitation of a facility to address the needs of the homeless community to prevent, prepare for, and respond to COVID-19.

A summary of the proposed activities to be funded with this allocation is as follows:

**CDBG-CV**

Property Acquisition and/or Rehabilitation	\$370,501
Program Administration	\$92,625

The Escambia County Consortium, which includes the City of Pensacola, amended the Citizen Participation Plan to include a minimum 5-day comment period.

These Amendments are available for public review and comment through May 13, 2021. Citizens wishing to submit written comments during the public review and comment period may e-mail them to [mwhitaker@cityofpensacola.com](mailto:mwhitaker@cityofpensacola.com) or mail them to City of Pensacola Housing Department, Attn: Marcie Whitaker, P.O. Box 12910, Pensacola, Florida, 32521-0031.

**(Public Notice Published in the Pensacola News Journal May 6, 2021)**



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 21-00501

City Council

6/17/2021

---

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Sherri Myers

**SUBJECT:**

COUNCIL MEMBER EMERITUS DESIGNATION FOR THE FOLLOWING: MICHAEL T. "MIKE" BASS, Michael J. "MIKE" DeSORBO , JOHN W. "JACK" NOBLES, MICHAEL C. "MIKE" WIGGINS, JOHN JERRALDS, AND JEWEL CANNADA-WYNN

**RECOMMENDATION:**

That City Council confer the designation of Council Member Emeritus to the following individuals:

Michael T. "Mike" Bass  
Michael J. "Mike" DeSorbo  
John W. "Jack" Nobles  
Michael C. "Mike" Wiggins  
John Jerralds  
Jewel Cannada-Wynn

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

As a way of extending Council's appreciation and gratitude to former Council Members for their years of service to the City, City Council established Policy 4.37 - Council Member Emeritus Designation through the passage of Resolution No. 2021-13.

In order to receive this designation, a former Council Member would have served for a minimum period of twelve years or the equivalent of three (3) terms when the terms are defined as lasting for four (4) years. While this designation inures no special benefit or privilege to the former Council Member, it is an honorary designation presented as a sign of appreciation for the former Council Member's distinguished service to the City of Pensacola.

The following recipients to receive this designation, with their dates of service are:

Michael T. "Mike" Bass	June 13, 1977 - June 12, 1989
Michael J. "Mike" DeSorbo	November 17, 1986 - June 14, 1993

John W. "Jack" Nobles	September 8, 1994 - January 12, 2009
Michael C. "Mike" Wiggins	November 27, 1994 - January 12, 2012
John Jerralds	July 20, 200- November 27, 2012 & September 4, 2019 - November 24, 2020
Jewel Cannada-Wynn	January 10, 2005 - January 10, 2011 & November 27, 2012 - November 24, 2020

**PRIOR ACTION:**

March 11, 2021 - City Council passed Resolution No. 2021-13 which created Policy 4.37, Council Member Emeritus.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 21-00491

City Council

6/17/2021

---

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Jared Moore

**SUBJECT:**

APPOINTMENTS - ZONING BOARD OF ADJUSTMENT

**RECOMMENDATION:**

That City Council appoint three (3) individuals who are residents or property owners of the City, to the Zoning Board of Adjustment for a term of three (3) years, expiring July 14, 2024.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

This board reviews and grants or denies application for variances, waivers, and special exceptions to the Land Development Code. The board also hears and decides appeals when it is alleged that there is error in any order, requirement, decision, or determination made by an administrative officer in the enforcement of the Land Development Code.

The following have been nominated or are incumbents who wish to be considered for reappointment:

**Nominee**

**Nominated by**

Steven Sebold	Incumbent
Troy Stepherson	Incumbent
William Weeks	Hill

**PRIOR ACTION:**

City Council appoints members to this board annually.

**FUNDING:**

Budget: N/A

Actual: N/A

**FINANCIAL IMPACT:**

None.

**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

- 1) Member List
- 2) Application of Interest - Steven Sebold
- 3) Application of Interest - Troy Stepherson
- 4) Nomination Form - William Weeks
- 5) Application of Interest - William Weeks
- 6) Ballot

**PRESENTATION:** No

## Zoning Board of Adjustment

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Del Gallo, David	Contractor/Developer	Council	3	2021	7/14/2022	1/28/2010	3	
Loneragan, Christopher	Business Owner	Council	2	2021	7/14/2023	11/14/2013	3	
Sebold, Steven	Real Estate	Council	0	2021	7/14/2021	7/19/2018	3	
Shelley, Steven M.	Business owner	Council	1	2021	7/14/2022	11/17/2016	3	
Stepherson, Troy	Office & Mkting Mgr	Council	0	2021	7/14/2021	7/13/2017	3	
Taylor, Clayton	Public Defender	Council	3	2021	7/14/2023	3/25/2010	3	
White, Boyce T.	Business	Council	2	2021	7/14/2023	7/17/2014	3	
Wiggins, Jonathon	Business/Technology	Council	0	2021	7/14/2021	7/19/2018	3	
Williams, Robby	Project Manager/Constr	Council	2	2021	7/14/2022	7/17/2014	3	

Term Length: THREE YEAR TERMS

NINE (9) MEMBERS APPOINTED BY THE CITY COUNCIL. NO MEMBER SHALL BE AN ELECTED OFFICIAL OR EMPLOYEE OF THE CITY. MEMBERS MUST BE RESIDENTS OR PROPERTY OWNERS OF THE CITY OF PENSACOLA.

## Ericka Burnett

---

**From:** noreply@civicplus.com  
**Sent:** Thursday, May 27, 2021 10:37 AM  
**To:** Ericka Burnett; Robyn Tice  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

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

---

(Section Break)

---

#### Personal Information

---

Name	Steven Sebold
------	---------------

---

Home Address	1207 E Lloyd Street Pensacola FL 32503
--------------	--

---

Business Address	401 E Chase Street Ste 100 Pensacola FL 32502
------------------	---

---

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

---

Preferred Contact Phone Number(s)	8505295175
-----------------------------------	------------

---

Email Address	<a href="mailto:steven.sebold@adoorproperties.com">steven.sebold@adoorproperties.com</a>
---------------	--

---

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

---

(Section Break)

---

Details

---

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

---

If yes, which district?	1
-------------------------	---

---

If yes, how long have you been a City resident?	17 years
---	----------

---

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

---

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

---

Board(s) of interest:	ZBA
-----------------------	-----

---

Please list the reasons for your interest in this position:	Currently on this board - renewing portion
---	--

---

Do you currently serve on a board?	Yes
------------------------------------	-----

---

If yes, which board(s)?	ZBA
-------------------------	-----

---

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

---

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

---

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

---

(Section Break)

---

Diversity

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

---

Gender	Male
--------	------

---

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

---

Physically Disabled	No
---------------------	----

---

(Section Break)

Acknowledgement of Terms      I accept these terms.

---

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

## Ericka Burnett

---

**From:** noreply@civicplus.com  
**Sent:** Friday, April 30, 2021 11:29 AM  
**To:** Ericka Burnett; Robyn Tice  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

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

---

(Section Break)

---

#### Personal Information

---

Name	TROY STEPHERSON
------	-----------------

---

Home Address	1909 W GARDEN ST
--------------	------------------

---

Business Address	1909 W Garden St.
------------------	-------------------

---

To which address do you prefer we send correspondence regarding this application?	<i>Field not completed.</i>
---	-----------------------------

---

Preferred Contact Phone Number(s)	8507484152
-----------------------------------	------------

---

Email Address	<a href="mailto:troy@guntherproperties.com">troy@guntherproperties.com</a>
---------------	--

---

Upload Resume (optional)	<i>Field not completed.</i>
--------------------------	-----------------------------

---

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 3

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

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: zoning

Please list the reasons for your interest in this position: continue to volunteer

Do you currently serve on a board? Yes

If yes, which board(s)? zba

Do you currently hold a public office? No

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

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

(Section Break)

Diversity

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

Gender *Field not completed.*

Race *Field not completed.*

Physically Disabled *Field not completed.*

(Section Break)

Acknowledgement of Terms      I accept these terms.

---

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

## Ericka Burnett

---

**From:** noreply@civicplus.com  
**Sent:** Friday, May 28, 2021 12:00 AM  
**To:** Ericka Burnett; Robyn Tice  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

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

---

(Section Break)

---

#### Personal Information

---

Name	William O.Weeks
------	-----------------

---

Home Address	1302 E LaRua Street Pensacola, FL 32501
--------------	--

---

Business Address	Retired
------------------	---------

---

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

---

Preferred Contact Phone Number(s)	850-982-1056
-----------------------------------	--------------

---

Email Address	<a href="mailto:Yellow68b@gmail.com">Yellow68b@gmail.com</a>
---------------	--

---

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

---

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 6

If yes, how long have you been a City resident? 38 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Zoning Board

Please list the reasons for your interest in this position: I feel with my knowledge of zoning within the city I could be an asset to the citizens of the city. I worked hand in hand with the planning department as the building official for the city for over 20 years. I would like to utilize my knowledge for the good of the city and citizens of Pensacola.

Do you currently serve on a board? No

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

Do you currently hold a public office? No

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

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

(Section Break)

Diversity

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

Gender Male

Race Caucasian

Physically Disabled	No
---------------------	----

---

(Section Break)

---

Acknowledgement of Terms	I accept these terms.
-----------------------------	-----------------------

---

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

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Ann Hill, do nominate William O Weeks III  
(Nominee)

1302 E LaRue 32501 850-982-1056  
(Home Address) (Phone)

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

yellow68b@gmail.com City Resident: YES NO  
(Email Address) Property Owner within the City: YES NO

for appointment by the City Council for the position of:

**MEMBER**  
**ZONING BOARD OF ADJUSTMENT**  
(Three year term expiring 7/14/2124)

Provide a brief description of nominee's qualifications:

Bill would like to use his 21 years of experience  
working at and heading up the city's inspections  
dept. He's lived here for nearly 40 years and  
has served on <sup>the</sup> Veteran's Memorial Park Board

Ann Hill  
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

**Ballot – Zoning Board of Adjustment**

June 17, 2021

*Three year term expiring July 14, 2024*

\_\_\_\_\_ Steven Sebold

\_\_\_\_\_ Troy Stepherson

\_\_\_\_\_ William Weeks

**Vote for Three**

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 21-00493

City Council

6/17/2021

---

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Jared Moore

**SUBJECT:**

APPOINTMENT - AREA HOUSING COMMISSION

**RECOMMENDATION:**

That City Council appoint one individual to the Area Housing Commission to fill an unexpired term ending October 31, 2024.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Area Housing Commission oversees the low income housing needs throughout the city and county. The Commission consists of five members. Two are appointed by City Council, two by the Board of County Commissioners, and one member appointed by the other four members.

**PRIOR ACTION:**

City Council makes appointments to this commission every four years.

**FUNDING:**

Budget: N/A

Actual: N/A

**FINANCIAL IMPACT:**

None.

**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

- 1) Member List - City Appointees
- 2) Nomination Form - Kimberly Krupa
- 3) Application of Interest - Kimberly Krupa
- 4) Resume - Kimberly Krupa
- 5) Ballot

**PRESENTATION:** No

## Area Housing Commission

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Black, Taran		Council	0	2021	10/31/2024	7/16/2020	4	
Sims, Phyllis D.		Council	1	2021	10/31/2024	1/9/2014	4	

Term Length: FOUR YEAR TERMS

COUNCIL MEMBERS SERVE FOR DURATION OF THEIR COUNCIL TERMS. COMPOSED OF FIVE (5) MEMBERS OF WHICH TWO ARE CITY COUNCIL APPOINTMENTS, TWO ARE COUNTY APPOINTMENTS, AND ONE IS APPOINTED BY THE OTHER FOUR MEMBERS. APPOINTMENTS MAY BE FROM THE CITY COUNCIL OR MAY BE CITIZEN APPOINTMENTS. NO RESIDENCY OR QUALIFICATION REQUIREMENTS.

**CITY OF PENSACOLA, FLORIDA**

**NOMINATION FORM**

I, Jared Moore, do nominate Kimberly Krupa  
(Nominee)

2320 Inverness Dr (504) 655-1885  
(Home Address) (Phone)

(Business Address) (Phone)

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

for appointment by the City Council for the position of:

***MEMBER  
AREA HOUSING COMMISSION  
(Unexpired term ending 10/31/2024)***

Provide a brief description of nominee's qualifications:

Has demonstrated a results-based and data-driven approach addressing issues facing our community.

Great communicator and team player.

Jared Moore  
City Council Member

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

Ericka L. Burnett, City Clerk

## Ericka Burnett

---

**From:** noreply@civicplus.com  
**Sent:** Wednesday, May 26, 2021 3:35 PM  
**To:** Ericka Burnett; Robyn Tice  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

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

---

(Section Break)

---

#### Personal Information

---

Name	Kimberly A Krupa
------	------------------

---

Home Address	2320 Inverness Dr.
--------------	--------------------

---

Business Address	Field not completed.
------------------	----------------------

---

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

---

Preferred Contact Phone Number(s)	5046551885
-----------------------------------	------------

---

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

---

Upload Resume (optional)	<a href="#">Kimberly Krupa CV Resume.pdf</a>
--------------------------	--

---

(Section Break)

Details	
Are you a City resident?	Yes
If yes, which district?	3
If yes, how long have you been a City resident?	4.5 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Area Housing Commission
Please list the reasons for your interest in this position:	<p>I believe in the ability of our AHC to transform communities and the people who live in them for the better.</p> <p>Affordable, quality housing has been a huge passion of mine since the early 2000's, when I was a newspaper reporter assigned to cover the Trenton Housing Authority's Hope VI revitalization process. Since then, I have received a master's and doctorate in urban studies with a focus on housing.</p> <p>I understand that housing authorities nationwide are engaged in an evolving and ever-changing industry, subject to federal legislation and community acceptance. As a commissioner I am committed to keeping abreast of the significant legislative and programmatic changes that are occurring in the field. I also understand the federal regulations governing authority activities and am familiar with HUD notices and guidebooks.</p>
Do you currently serve on a board?	No
If yes, which board(s)?	<i>Field not completed.</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

---

Diversity

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

---

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

---

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

---

Physically Disabled	No
---------------------	----

---

(Section Break)

---

Acknowledgement of Terms	I accept these terms.
--------------------------	-----------------------

---

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

**Kimberly Krupa, Ph.D.**  
**504.655.1885 | kimberlykrupa@gmail.com**

## **EDUCATION**

Ph.D. Urban Studies/Urban Sociology, University of New Orleans

M.S. Urban Studies, University of New Orleans

B.A. Journalism, The College of New Jersey

## **MAJOR CAREER ACCOMPLISHMENTS**

### **2017-present      Executive Director, Achieve Escambia Cradle to Career, Pensacola, FL**

Based in northwest Florida, I lead the Achieve Escambia social change movement. I am surgically focused on eliminating disparities that produce the inequities we see across the social determinants within education, workforce development, child welfare, economic justice, criminal justice, housing and health care. In this role, I coach, lead and facilitate the process of influencing without authority, creating cultures where people across sectors can learn together, deepen their capacity to embrace and influence change, and continuously improve our collective efforts to build economic power.

- History matters. Systemic injustice matters. Through community reports, a public dashboard centered on asset-based data disaggregation, multiracial facilitation, and relentless public engagement, my work seeks to reveal the structural forces that lead to socioeconomic inequity so leaders can systematically dismantle, disrupt and redesign them.
- I have built, designed, activated and nurtured 11 campaigns involving 350 people across sectors, disciplines and geographies: I weave storytelling into participatory action, Results-Based Accountability, data analysis, and collaborative improvement methodologies to empower people to advocate for equity and improvement individually and collectively.
- I create opportunities for communities to learn, engage and grow together to spark meaningful long-term systems change in both policy and practice. I work with teams to pair bold visions with targeted, root cause strategies; then, I help project leaders understand the social change process using a structured, anti-racist, results-driven approach.

### **2019-2020      Lead Organizer, Escambia Children's Trust ballot referendum, Escambia County, FL**

For two years, I led the campaign for the Escambia Children's Trust, a countywide property tax that won 61% voter approval on Nov. 3, 2020. I served as spokeswoman, researcher and community outreach director for the campaign, working with creatives from three agencies after our grassroots campaign turned digital in March 2020, resulting in 106 virtual engagement events, 24+ endorsements and more than \$230,000 raised in cash and in-kind. Currently in the U.S., the Escambia Children's Trust is the only local dedicated fund to pass in a majority-conservative county. Beginning in 2021-22, this annual property tax will be exclusively dedicated to closing equity and opportunity gaps in education, child well-being and youth development specific to Escambia County, Florida.

### **2015-2017      Capacity Advisor, Child Hunger Programs, Feeding America, Chicago**

During two consecutive, yearlong capacity advisor fellowships at the Feeding America national office, I coached executive teams and program teams at 20 food banks in 18 states to deepen and broaden strategies to specifically address the root causes as well as the full spectrum of poverty and food insecurity using improvement science methods, strategic/vision planning and RBA approaches.

### **2013-2017 Chief Impact Officer, Second Harvest Food Bank of Greater New Orleans and Acadiana**

As an executive leader at Louisiana's largest social service nonprofit, I directed a statewide team of 33 people on a multi-year strategic campaign called *Rethink Hunger*, whose aim was to restructure Louisiana's social, health and human services network with the goal of closing equity gaps related to food insecurity by 2025. By raising more than \$3 million in annual funds from individuals, corporations, foundations and state investments, I:

- Led statewide communication efforts to increase resources for youth and families and to eliminate the root causes of poverty by advocating for fair public policies, strengthening community systems and providing linkages to help people become more self-sufficient.
- Amplified the voices of those in distress through purposeful collaborations: meaningful dialogue, relationship-building, process improvement and advocacy. I managed the *Rethink Hunger* billboard campaign from 2015-2016, which and succeeded in mobilizing city leaders to scale up and embed one-stop-shop social service access (housing stabilization, nutrition, health interventions, referral services and education and workforce connections) into mission-aligned organizations located in economically abandoned neighborhoods.
- Forged innovative partnerships with key funders and stakeholders, including 600 organizations serving vulnerable youth, students, adults and families. Tripled social service impact initiatives using the Continuum of Care alignment and coordination approach.

### **2010-2013 Director of Development, Tulane University, New Orleans**

In this position, I oversaw strategic community and grantmaking strategies for one of the South's largest universities. I supervised a national team of 17 people to plan, produce and execute two post-Hurricane Katrina community impact campaigns, including the university's *Tulane Empowers* \$100 million community partnership campaign to rebuild New Orleans through targeted, innovative challenge investments in high impact, big change ideas including the St. Bernard Project; Neighborhood Empowerment Network Association; Taylor Center for Social Innovation and Design; Earn and Learn Career Pathways for Opportunity Youth; and the Writer's Cabin at A Studio in the Woods.

### **2005-2010 Project Coordinator, Brown University, Hurricane Katrina Project, New Orleans**

As head of the New Orleans project team, I executed a \$3 million Hurricane Katrina community resilience project funded by the National Science Foundation that occurred over the course of five years and connected 60 New Orleans families whose homes flooded in four economically diverse city neighborhoods to the Brown University research team, headquartered at S4 (Spatial Structures in the Social Sciences). Through our collaborative work, I supervised a research team and told the stories of flooded community members searching for ways to build their resilience and adaptive capacity, become advocates for themselves and their networks, and implement equitable rebuilding models.

### **2006-2009 Teaching and Research Assistant, University of New Orleans**

While pursuing a doctorate in Urban Studies, I taught urban sociology and urban studies courses and collaborated with teams on community-based housing, displacement, gentrification and equity projects. I also served as research assistant at the Center for Hazards Assessment, Response and Technology (CHART), Louisiana's premier hazards institute, where I led participatory action projects in devastated coastal communities following the equity and inclusion methods of Paulo Freire.

### **2002-2006 Senior Staff Writer, The Courier**

As an award-winning investigative reporter for a *New York Times*-owned community newspaper based in Louisiana, I oversaw the production of Sunday-morning front-page content, served on the editorial board;

served as newspaper-community liaison; and coached junior reporters. Research centered on education, housing, economic development and economic displacement in the coastal zone.

## 2000-2002

## General Assignment Reporter, The Times of Trenton

Research, reporting, and writing included coverage of displacement following the demolition of public housing in Trenton; public education; immigration, race and poverty; the environment; and local culture. Contributed to award-winning coverage of 9/11 attacks and ensuing anthrax attacks along the east coast.

## TRAINING AND CERTIFICATIONS

2021	Co-Host, Advancing Equity in Education in Florida: 2021 <i>Racial Equity Institute</i> Training
2018-2020	Alumna, <i>Racial Equity Institute</i> - Phases 1, 2 and 3
2018-2021	Southern Policy & Practice Network, Florida Equity Project, <i>Southern Education Foundation</i>
2019-2020	Training, Collective Impact 18-Month Data Accelerator, <i>Collective Impact Forum</i>
2019	Training, <i>Children's Funding Institute</i> , Cohort 1, Washington, D.C.
2019	Training, Equity Matters, <i>Institute for Public Health Innovation</i> , Tallahassee
2017-2019	Training, Results Count and Results-Based Facilitation, <i>StriveTogether/Annie E. Casey Fdn.</i>
2017	Certification, Leading Educational Innovation and Improvement, <i>University of Michigan</i>
2016	Certification, American Society for Quality, Lean Six Sigma Green Belt, <i>Loyola University</i>
2015	Certification, <i>Results-Based Accountability</i> , Clear Impact
2014	Training, <i>Race Forward's</i> Building Racial Equity, New Orleans
2013	Consultant and Chair, Grant Review Panel, Community Economic Development Program, <i>U.S. Department of Health and Human Services</i> , FY14 and FY13 funding
2013	Training, Continuum of Care, <i>Department of Housing and Urban Development</i>
2010	Training, <i>Campaign Bootcamp</i> , Houston
2009	Certification, Grant Writing, <i>Grantsmanship Center</i> , California
2008	Training, <i>National Summit on Poverty and Equity</i> , New Orleans
2006	Training, Undoing Racism, <i>People's Institute for Survival and Beyond</i> , New Orleans
2001	Training, Undoing Racism, <i>Anti-Racist Alliance</i> , Trenton, NJ

## AWARDS & RECOGNITION

- 2020 Children's Funding Champion, Forum for Youth Investment, Children's Funding Project, Washington, D.C.
- PACE Award, Greater Pensacola Chamber of Commerce, Advocate of the Year, 2020
- Pinnacle Award, *850 Magazine*, 2019
- Champion of Education Award, United Negro College Fund, 4th Annual Chairman Luncheon, 2017
- Research Fellowship Award, University of New Orleans, 2006-2010
- Dissertation Research Grant Award, RAND Gulf States Policy Institute, Henry Luce Foundation, 2007
- *New York Times* Chairman's Award, Investigative Research, 2003, 2004 and 2005

## SELECT SPEAKING ENGAGEMENTS & PUBLICATIONS

- Keynote Speaker, "Now is the Time," *Children's Funding Project*, 2020 summit (virtual)
- Speaker, "Northwest Florida's War on Talent: Growing Talent: It's Not Charity, It's Smart Business," *Gulf Power Economic Symposium*, 2020
- Panelist, "Using Data for Social Impact: How A Cross-Sector Commitment to Degree Attainment Is Transforming Florida Communities," *Community Indicators Consortium*, 2019 Impact Summit
- Keynote Speaker, "Summit for our Future," *Florida Children's Summit*, Tallahassee, 2019

- Panelist, "Will the Real Justice Please Stand Up? Searching for Equity," *Whole Child Leon*, 2018
- Panelist, "Collaboration, not CoBLABoration," *Leadership Florida*, 2018
- Panelist, "Data Drives Our Future," *Florida College Access Network Convening*, 2018
- Keynote Speaker, "Solving Child Poverty in the Deep South," Huntington, Alabama, 2017
- Panelist, "Moving the Ball Forward: Food Justice in New Orleans," *National Council of Jewish Women*, 2016
- Panelist, "Anti-Poverty Innovations," *Community Action Partnership Management and Leadership Conference*, 2016
- Organizer, "Ending Poverty Through Citizen Service," New Orleans, 2015
- Panelist, "Collaborative Storytelling to End Poverty," *Feeding America*, Chicago, 2015
- Rachel Morello-Frosch, Phil Brown, Mercedes Lyson, Alison Cohen, and Kimberly Krupa. "Who Bears the Burden? An Environmental Justice Framework on Vulnerability, Resilience, and Recovery from Hurricane Katrina." *Environmental Sociology* Summer 2011
- Krupa, Kimberly. "So-called Indians Stand Up and Fight: How a Jim Crow Suit Thrust a Louisiana School System into the Civil Rights Movement." *Louisiana History* Spring 2010. Winner of \$500 writing prize.
- "Preserve Nature or Preserve Jobs? The Planning Experiences of Two Southeast Louisiana Parishes after Hurricane Katrina." ACSP Conference, Crystal City, Va., Oct. 1-4, 2009. Paper presentation.
- "New Orleans after Hurricane Katrina: Alternate Visions of Justice." Population Association of America 2008 Annual Conference, New Orleans. Panel participant, paper presentation.
- "Coastal Fortresses: A Cross-Case Analysis of Tourism Development in Four Gulf Coast Communities." RAND Gulf States Policy Institute, February 2008. Paper presentation.

## REFERENCES

Available upon request

Ballot – **Area Housing Commission**

June 17, 2021

*Unexpired term ending October 31, 2024*

***Member***

\_\_\_\_\_ Kimberly Krupa

\_\_\_\_\_

**Vote for One**

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 21-00494

City Council

6/17/2021

---

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Jared Moore

**SUBJECT:**

APPOINTMENT - GENERAL PENSION BOARD

**RECOMMENDATION:**

That City Council appoint one individual to the General Pension Board for a term of six (6) years, expiring June 30, 2027.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

This board oversees administration of the General Pension Plan and investment of pension funds. It consists of six members, three are appointed by City Council and one shall be the current presiding council president of the city, or his or her designee. The remaining two members are elected by the employees. Council appointees must be residents of Escambia county and freeholders (property owners) of the City.

The following is an incumbent that wishes to be considered for reappointment:

**Nominee**

**Nominated by**

William Wells

Incumbent

**PRIOR ACTION:**

City Council appoints members to this board on an annual basis.

**FUNDING:**

Budget: N/A

Actual: N/A

**FINANCIAL IMPACT:**

None.

**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

- 1) Member List
- 2) Application of Interest - William Wells
- 3) Resume - William Wells
- 4) Ballot

**PRESENTATION:** No

## General Pension Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Amentler, Laura	Accountant	Elected by employees	0	2021	6/30/2020	6/30/2019	2	
Little, Debra	Attorney	Council	0	2021	6/30/2023	8/28/2014	6	
Miller, Amy	Port Marketing Director	Elected by employees	2	2021	6/30/2021	6/25/2013	2	
Novota, James 'Mick' M.	Realtor/Retired Banker	Council	1	2021	6/30/2025	4/12/2012	6	
Porto, Larry	Retired Firefighter	Council President	0	2021	6/30/2021	10/21/2009	0	
Wells, William "Rusty" D.	Retired city attorney	Council	0	2021	6/30/2021	4/21/2011	6	

Term Length: COUNCIL APPOINTEES SERVE SIX YEAR TERMS AND THE EMPLOYEE REPRESENTATIVES SERVE TWO YEARS.

COMPOSED OF SIX (6) MEMBERS OF WHICH THREE ARE APPOINTED BY CITY COUNCIL, ONE BY THE COUNCIL PRESIDENT, AND TWO MEMBERS ARE ELECTED BY THE EMPLOYEES. THE FOUR MEMBERS APPOINTED BY COUNCIL MUST BE RESIDENTS OF ESCAMBIA COUNTY AND FREEHOLDERS (PROPERTY OWNERS) OF THE CITY.

## Ericka Burnett

---

**From:** noreply@civicplus.com  
**Sent:** Tuesday, May 18, 2021 5:29 PM  
**To:** Ericka Burnett; Robyn Tice  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

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

---

(Section Break)

---

#### Personal Information

---

Name	William Wells
------	---------------

---

Home Address	1013 Windchime Way, 32503
--------------	---------------------------

---

Business Address	Field not completed.
------------------	----------------------

---

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

---

Preferred Contact Phone Number(s)	850-512-4657
-----------------------------------	--------------

---

Email Address	<a href="mailto:rustywells1@gmail.com">rustywells1@gmail.com</a>
---------------	--

---

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

---

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 2

If yes, how long have you been a City resident? 35 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: General Pension Board

Please list the reasons for your interest in this position: I have served as a trustee of the general pension board for several years and am very proud of the fiscal stability and financial accomplishments of our investment performance. The General Pension plan is only 5 years away from being fully funded, which will substantially reduce the city's cost. i would like to serve another term and help achieve this important goal.

Do you currently serve on a board? Yes

If yes, which board(s)? General Pension Board

Do you currently hold a public office? No

If so, what office? General Pension Board

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

(Section Break)

Diversity

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

Gender Male

Race Caucasian

Physically Disabled	No
---------------------	----

---

(Section Break)

---

Acknowledgement of Terms	I accept these terms.
-----------------------------	-----------------------

---

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

**WILLIAM D. WELLS**  
1013 Windchime Way  
Pensacola, FL 32503  
(850) 512-4657

## **RESUME**

### **PERSONAL**

- Native Pensacolian
- Spouse: Jo Ann Bryan

### **EDUCATION**

- Pensacola High School – 1962
- University of Florida – BA – 1965
- Georgetown University Law Center – JD – 1969

### **PROFESSIONAL**

- Assistant General Counsel, National Association for the Advancement of Colored People (NAACP Special Contribution Fund), New York, NY – managed national employment discrimination litigation program – 1970-1982
- William D. Wells, Attorney at Law, P.A. (private practice), Pensacola FL – federal civil rights and labor and employment law – 1982-1985
- City of Pensacola – City Attorney's Office – Assistant City Attorney, City Attorney – 1985-2011
- Allen, Norton & Blue, Tallahassee, FL – labor and employment law firm – 2011-2014
- City of Pensacola – Special Liaison to the City Council, Assistant to City Administrator, Contract and Lease Counsel, Deputy City Attorney, Special Assistant to City Administrator – 2014-Date

Ballot – **General Pension Board**  
June 17, 2021  
*Six year term expiring June 30, 2027*

***Member***

\_\_\_\_\_ William Wells

\_\_\_\_\_

**Vote for One**

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 21-00517

City Council

6/17/2021

---

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Jared Moore

**SUBJECT:**

APPOINTMENT - PENSACOLA-ESCAMBIA DEVELOPMENT COMMISSION (PEDC)

**RECOMMENDATION:**

That City Council appoint one individual to the Pensacola-Escambia Development Commission for a term of two (2) years, expiring June 30, 2023.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Pensacola-Escambia Development Commission is responsible for the promotion and development of industrial, tourist, and commercial attributes and facilities of the area, including the promotion of conventions, convention facilities and visitors to the area. The board is composed of nine members.

The following has been nominated:

<b><u>Nominee</u></b>	<b><u>Nominated by</u></b>
-----------------------	----------------------------

Edwin Taylor	Hill
--------------	------

**PRIOR ACTION:**

City Council makes appointments to this board annually.

**FUNDING:**

Budget: N/A

Actual: N/A

**FINANCIAL IMPACT:**

None.

**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

- 1) Nomination Form - Edwin Taylor
- 2) Application of Interest - Edwin Taylor
- 3) Resume - Edwin Taylor
- 4) Ballot

**PRESENTATION:** No

**CITY OF PENSACOLA, FLORIDA**

**NOMINATION FORM**

I, Ann Hill, do nominate Edwin Taylor, MC  
(Nominee)  
3169 Belle Christiane Place , Pensacola, FL 32503 850-261-9687  
(Home Address) (Phone)  
(Business Address) (Phone)  
cruisedoctor61@gmail.com  
(Email Address) City Resident: YES NO  
Property Owner within the City: YES NO

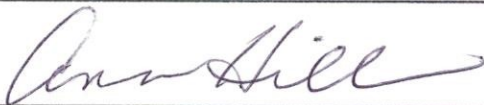
for appointment by the City Council for the position of:

***AT LARGE MEMBER  
PENSACOLA-ESCAMBIA DEVELOPMENT COMMISSION  
(Two year term expiring 6/30/2023)***

Provide a brief description of nominee's qualifications:

Local resident for almost 20 years who has observed the unprecedented growth in our community.

Has travelled extensively and lived abroad and in other states and has observed first hand how  
each community has utilized its natural scenery to incorporate population growth and housing  
expansion; planned greenbelts; reformatted traffic flow and expanded roadwork to accomodate  
growth.

  
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

## Ericka Burnett

---

**From:** noreply@civicplus.com  
**Sent:** Wednesday, June 2, 2021 8:14 PM  
**To:** Ericka Burnett; Robyn Tice  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

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

---

(Section Break)

---

#### Personal Information

---

Name	Edwin Taylor
------	--------------

---

Home Address	3169 Belle Christiane Place Pensacola, FL 32503
--------------	--

---

Business Address	Field not completed.
------------------	----------------------

---

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

---

Preferred Contact Phone Number(s)	8502619687
-----------------------------------	------------

---

Email Address	<a href="mailto:cruisedoctor61@hotmail.com">cruisedoctor61@hotmail.com</a>
---------------	--

---

Upload Resume (optional)	<a href="#">CV 2021.doc</a>
--------------------------	-----------------------------

---

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	4
If yes, how long have you been a City resident?	19 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Pensacola Escambia Economic Development
Please list the reasons for your interest in this position:	To help provide input towards the economic development of our city and county. To see if I can provide outside vision to local dilemmas as our community expands.
Do you currently serve on a board?	No
If yes, which board(s)?	<i>Field not completed.</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Male
Race	Hispanic-American
Physically Disabled	No

(Section Break)

Acknowledgement of Terms      I accept these terms.

---

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

## Edwin E. Taylor, M.D.

3169 Belle Christiane Place  
Pensacola, FL 32503  
(850) 261-9687 cell  
*cruisedoctor61@gmail.com*

Santa Rosa Medical Group  
4264 Avalon Boulevard  
Milton, FL 32570  
(850) 626-3580 work  
*edwi.taylor@srmcfl.com*

### **PERSONAL DATA**

Board certified, multifaceted family physician with over 23 years experience  
Fully bilingual in Spanish  
Retired from the United States Navy January 2011 after 24 years of service.  
Comfortably able to see 18-24 patients per day without compromising quality of care.  
Able to comfortably manage patients with multiple co-morbidities  
Skilled at several outpatient procedures to include joint injections, osteopathic manipulation, minor surgical procedures, dermatologic procedures.  
Familiar with accountable care organization quality metrics and HEDIS measures  
Comfortable with advance practitioner supervision and mentoring

### **LICENSURE**

Louisiana License # 022947	1996 - Present
Florida License # ME96266	2006 - Present
Texas License # P9012	2014 - Present

### **CERTIFICATIONS**

Board Certified Family Practice	2008
Basic Life Support	2017
Advanced Cardiac Life Support	2017

### **AFFILIATIONS**

-American Academy of Family Practice  
-Uniformed Services Academy of Family Practice

### **EDUCATION**

<b>Family Practice Residency</b> , Naval Hospital, Pensacola, FL	1998-2000
<b>Family Practice Internship</b> , Naval Hospital, Pensacola, FL	1995-1996
<b>M.D.</b> , LA State University Medical Center, Shreveport, LA	1991-1995
<b>B. A.</b> , Biological Sciences, University of New Orleans, LA	1987-1991
<b>A.A.</b> , Western Nevada Community College, Carson City, NV	1985-1986
<b>Undergraduate</b> , Nicholls State University, Thibodaux, LA	1981-1982
<b>Undergraduate</b> , Louisiana State University, Baton Rouge, LA	1979-1981

## **PHYSICIAN EMPLOYMENT**

**Santa Rosa Medical Group, Milton, FL**

Employed Physician 2/1/2019 - Present

- Practice comprised of 1 Physician and 1 Nurse Practitioner
- Ancillary services include x-ray and spirometry
- 4 and 1/2 day workweek, no call
- Average 18-24 patients per day
- Top procedures are minor surgery, joint injections, osteopathic manipulation
- Incorporated a comprehensive non-malignant pain management program
- Complex patients with multiple co-morbidities

**Healthcare Associates of Texas, McKinney, TX**

Employed Physician 2/15/15 – 12/1/18

- Served as Clinic Director for 2 years
- Practice comprised of 4 physicians and 3 Physician Assistants and 1 Nurse Practitioner
- Ancillary services include x-ray, dexta, spirometry, ekg, SUDO scan, ABI, Retinal scan
- 5-day workweek, weekly telephone on call, 1:8 rotation, no inpatient
- Average 18-24 patients per day
- Top procedures are minor surgery, joint injections, osteopathic manipulation
- Incorporated a comprehensive non-malignant pain management program

**Baptist Medical Group, Pensacola, FL**

Employed Physician 4/1/11-2/1/15

- Baptist Medical Group acquired First Physicians on 4/1/11
- One of 7 primary clinics under Baptist Medical Group
- 1 out of 4 local hospitals in the Pensacola area.
- Practice comprised of 3 physicians and 3 Physician Assistants
- Ancillary services included x-ray, dexta, spirometry, ekg
- 4 1/2-day workweek, weekly on call by telephone 1:7 rotation, no inpatient
- Average 18-24 patients per day
- Top procedures were minor surgery, joint injections, osteopathic manipulation
- Served on Baptist Hospital's Primary Care Committee Supervisory Board
- Complex patients with multiple co-morbidities
- Incorporated a comprehensive non-malignant pain management program

**First Physicians, Pensacola, FL**

Staff Physician

1/1/11-3/31/11

- Same descriptive characteristics as Baptist Medical Group

**Branch Clinic Whiting Field, Milton, FL**

Staff Physician

3/30/08-12/31/10

- Served as Department Head of Family Practice
- 5 day work week
- Chaired the base Domestic Violence Committee
- Top procedures included minor surgery, joint injections, osteopathic manipulation
- Implemented a comprehensive non-malignant pain management program
- Deployed to US Naval Hospital Ship Comfort from 4/2008 to 8/2009 providing humanitarian assistance in 7 countries to over 100,000 patients over a combined 77 days of care. Served as facility supervisor at 7 sites.
- Awarded the Meritorious Service Medal for 24 years of service

**6<sup>th</sup> Marine Regiment, Fallujah, Iraq**

Regimental Surgeon

2/1/07-3/29/08

- Responsible for oversight of all medical personnel serving 11,000 Soldiers, Sailors, Airmen and Marines in East Al-Anbar Province in support of Operation Iraqi Freedom
- Organized the first joint symposium between Iraqi and American physicians
- Treated over 100 civilians for chlorine inhalation injuries with limited resources during a mass casualty situation at a local village. With another Navy physician, became the first military physicians to treat chlorine inhalation injuries during wartime since World War I
- Directed the treatment of over 35 Marines and Iraqi police at the base surgical hospital after a second chlorine attack and mass casualty situation
- Evaluated over 300 troops for traumatic brain injuries from Improvised Explosive Devices
- Assisted with the cleanup and rehabilitation of the local Iraqi Hospital
- Coordinated the reopening of and equipment procurement for 6 local Iraqi clinics
- Awarded the Combat Action Ribbon
- Awarded the Bronze Star

**6th Marine Regiment, Camp Lejeune, NC**      Regimental Surgeon      8/1/06 - 2/1/07

- Responsible for the readiness and pre-deployment preparations for 2300 Marines and Sailors

**Naval Hospital, Pensacola, FL**      Staff Physician      10/1/04-9/30/06

- Full scope of care for Family Medicine to include inpatient medicine, ICU care, obstetrics including deliveries and management of OB patients, pediatrics and neonatology. Clinic procedures included vasectomies, exercise stress tests, flexible sigmoidoscopies, colonoscopies, minor surgery, joint injections, and osteopathic manipulation
- Staff physician responsible for training and supervising 7 interns and 14 residents.
- Served on the Credentialing Board
- Team Leader for one of 4 Family Medicine Teams
- Deployed to Guantanamo Bay Cuba from 10/2004 to 7/2005 in support of detainee operations. Served as Senior Medical Officer for the Detention Hospital.
- Awarded the Defense Meritorious Service Medal
- Served 3 weeks in Gulfport, MS supporting Hurricane Katrina Relief Operations caring for 3000 civilian locals who sought safe harbor on base. Cared for over 700 elderly residents of the Naval Retirement Home, helped coordinate their evacuation to Washington, D.C.

**Naval Hospital, Okinawa, Japan**      Staff Physician      10/1/00-9/30/04

- Family Medicine full scope of care: inpatient medicine, ICU care, obstetrics including deliveries and management of OB patients, pediatrics and neonatology. Clinic procedures included vasectomies, minor surgery, joint injections, and osteopathic manipulation
- Deployed for 30 days with a Marine Expeditionary Unit on board the USS Essex. Helped revamp and streamline the ship's antiquated mass casualty protocol
- Deployed to Diego Garcia, an atoll in the Indian Ocean, to serve as medical officer for 6 weeks serving in a remote locale with surgical backup 6 hours away.
- Served as Director of Branch Clinics, responsible for the oversight of 7 clinics manned by over 100 personnel while still seeing clinic and taking overnight call.
- Served as the department head for 2 clinics prior to the directorate position
- Served on the EMR Procurement Committee

**Naval Hospital, Pensacola, FL**      Resident, Family Medicine      10/1/98-9/30/00

- Coordinated clothing, food and water drive to assist with Hurricane Mitch Relief Operations in Honduras in 1998; all items delivered to Honduras 3 weeks later.
- In Honduras, conducted solo medical relief operations for 3 days at three separate villages using local nursing resources to deliver care to over 250 people

- Duties as a resident are implied

**USS LaSalle**, Gaeta, Italy                      General Medical Officer                      8/1/96-9/30/1998

- Served as medical officer to 450 ship's crew, plus, while at sea, an additional 250 man crew belonging to the 6<sup>th</sup> Fleet Admiral
- Conducted humanitarian relief operations in Romania and Ukraine
- Visited over 23 ports in 17 countries
- Earned the ship it's first ever Medical 'H' Award, a prestigious award given to Navy ships within the fleet that demonstrate the best medical readiness
- Practiced medicine in remote locations while at sea relying only on clinical acumen and rudimentary ancillary support.

**Naval Hospital**, Pensacola, FL                      Intern, Family Medicine                      6/3/95-7/30/96

- Intern duties are implied

**Ballot – Pensacola-Escambia Development Commission**

June 17, 2021

*Two (2) year term expiring June 30, 2023*

***Member***

\_\_\_\_\_ Edwin Taylor

\_\_\_\_\_

**Vote for One**

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 21-00499

City Council

6/17/2021

---

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Jennifer Brahier

**SUBJECT:**

PUBLIC HEARING - PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE, SECTION 12-6-6(8) - HERITAGE TREES.

**RECOMMENDATION:**

That City Council conduct a public hearing on June 17, 2021 to consider proposed amendment to the Land Development Code, Section 12-6-6(8) - Heritage Trees.

**HEARING REQUIRED:** Public

**SUMMARY:**

The City of Pensacola has a long history of prioritizing the protection of trees and recognizes their value as both an environmental and aesthetic amenity. To demonstrate the City's commitment to being a steward of the environment, the City of Pensacola created and codified tree/landscape regulations that provide protection of trees throughout the City of Pensacola. These regulations provide guidance to both community members and developers, the permitting process for which they can have the trees removed and provide enforcement authority to the City for failure to comply.

While there are protections for heritage trees, there is also an opportunity to protect more than just the trees by including their driplines as well. These proposed amendments encompass the circumstance where there is a lot split for single family and duplex use; stating that the "land" shall be evaluated to determine whether a lot split will have a negative effect on any heritage trees, including their driplines. This language will help ensure that the totality of the circumstances is reviewed in a view to protect the land, including heritage trees.

**PRIOR ACTION:**

February 25, 2021 - City Council referred the item to the Planning Board

May 11, 2021 - Planning Board reviewed and approved the item

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 27-21
- 2) 5-11-21 LH minutes- Planning Board

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 27-21

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING THE LAND DEVELOPMENT  
CODE, TREE/LANDSCAPE REGULATIONS CHAPTER 12,  
SECTION 12-6-6(8) HERITAGE TREES; PROVIDING FOR  
SEVERABILITY; REPEALING CLAUSE; PROVIDING AN  
EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-6-6 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-6-6. - Protected trees.

Protected trees are those trees identified by species and size in Appendix "A" of this chapter if living and viable. Where protected trees are identified on a site proposed for lot clearing within the applicable zoning districts identified in section 12-6-2, the number of protected trees to be preserved on the site shall be determined based upon the final approved location of proposed structures, driveways, parking areas, and other improvements to be constructed or installed.

(1) *Preservation Incentives.*

- a. *Parking space reduction.* A reduction of required parking spaces may be allowed when the reduction would result in the preservation of a protected tree with a trunk of twelve (12) inches DBH or greater. Such reduction shall be required when the reduction would preserve a heritage tree. The following reduction schedule shall apply:

REDUCTION SCHEDULE

Number of Required Parking Spaces	Reduction of Required Parking Spaces Allowable
1—4	0
5—9	1
10—19	2
20 or above	10 percent of total number of spaces (total reduction regardless of number of trees preserved).

- b. *Consideration of park and open space requirement.* A reduction or waiver of the required park and open space (or payment in lieu of land dedication) for new residential subdivisions specified in section 12-7-6 may be approved by the mayor or their designee when it is determined that said waiver will result in the preservation of five (5) or more protected trees with a trunk of twelve (12) inches DBH or greater.
  - c. *Sidewalks.* Modifications to sidewalks, their required location, and width and curb requirements, may be allowed as necessary to facilitate the preservation of any protected tree.
  - d. *Credit for additional landscaping.* The City's designated arborist may authorize up to one-half (1/2) of the total calculated mitigation cost (as determined according to subsections (2)d and e of this section) to be used by the applicant for additional landscaping, which is defined as landscaping that is not required by this chapter or any other law. Additional landscaping shall meet the following minimum standards:
    - 1. A minimum of seventy-five (75) percent of all required plant material shall consist of evergreen species.
    - 2. All landscape material shall be placed so as to maximize its screening and/or coverage potential at maturity.
    - 3. All shrub material shall be a minimum height of thirty (30) inches and have a minimum crown width of twenty-four (24) inches when planted and shall be a species capable of achieving a minimum height of eight (8) feet at maturity.
- (1) *Retention, relocation, removal, replacement, and mitigation of protected trees.*
- a. *Retention of protected trees.* Every effort must be made to protect and retain existing protected trees on proposed development sites. A minimum of ten (10) percent of the total combined trunk diameter of protected trees on a proposed development site not located within jurisdictional wetlands shall be retained in place or relocated on site.
    - 1. Credit for retention of protected trees above minimum requirements. For each inch of trunk diameter above the minimum ten (10) percent requirement that is protected in place or relocated on site, an equivalent trunk diameter inch credit shall be given against replacement and mitigation requirements as provided in subsections (2) d and e of this section.
    - 2. *Barrier zones.* All protected trees not designated for removal shall be protected by barrier zones erected prior to construction of any structures,

road, utility service or other improvements. Barriers shall be placed at the outside of the dripline for all heritage trees and at a minimum two-thirds (2/3) of the area of the dripline for all other protected trees. Barricades must be at least three (3) feet tall and must be constructed of either wooden corner posts at least two inches by four (2 x 4) inches with at least two (2) courses of wooden side slats at least one inch by four (1 x 4) inches with colored flagging or colored mesh attached, or constructed of one-inch angle iron corner posts with brightly colored mesh construction fencing attached.

b. *Removal of protected trees.* Subject to the requirements of (2) a of this section, protected trees may be approved for removal if one (1) or more of the following conditions are present:

1. *Visibility hazard.* Necessity to remove trees which will pose a safety hazard to pedestrians or vehicular traffic upon completion of the development.
2. *Safety hazard.* Necessity to remove trees which will threaten to cause disruption of public services or which will pose a safety hazard to persons or buildings or adjacent property or structures.
3. *Construction of improvements.* Necessity to remove trees in order to construct proposed improvements as a result of the location of driveways, if the location of a driveway or ingress/egress is specified and required by DOT or other regulations, buildings, utilities, stormwater/drainage facilities, or other permanent improvements. The architect, civil engineer, or landscape architect shall make every reasonable effort to locate such improvements so as to preserve any existing tree.
4. *Site conditions.* Necessity to remove trees as a result of characteristics of the site such as site dimensions, topographic conditions and grading requirements necessary to implement standard engineering and architectural practices. Grading shall be as limited as possible. In order to justify the removal of protected trees on the ground of site conditions, the request must be reviewed by the appropriate city staff and must be approved by the mayor or his or her designee. Appeals from the decision of the City's designated arborist shall be to the Zoning Board of Adjustment.
5. *Diseased or weakened trees.* Necessity to remove diseased trees or trees weakened by age, storm, fire or other injury;
6. *Compliance with other ordinances or codes.* Necessity for compliance with other city codes such as building, zoning, subdivision regulations, health provisions, and other environmental ordinances.

- c. *Relocation of protected trees.* Where feasible, when conditions necessitate removal of protected trees, said trees shall be relocated on the site in the required perimeter or interior landscaped areas. Should the relocated tree expire within a specified period of time, the appropriate mitigation (planting of replacement trees or payment to the tree planting trust fund) shall be required. For each protected tree that cannot feasibly be relocated (or all of them), a written statement from a qualified professional shall be provided stating for each tree (or all of them) that relocation is not feasible and briefly explaining why relocation is not feasible, subject to the review of the City's designated arborist.
  - d. *Replacement of protected trees.* When a protected tree is approved for removal, it shall be replaced with a like species of the tree removed. The City's designated arborist may allow a deviation to this within the same species type category in the protected tree list in Appendix "A" of this Chapter in order to promote ecological diversity on the site. The prescribed number of trees shall be planted for each tree removed. The minimum diameter of a replacement tree shall be three (3) inches DBH. The replacement formula is:
    1. A trunk diameter of four (4) inches to eleven (11) inches = Two (2) three-inch DBH trees planted for each one removed.
    2. A trunk diameter of twelve (12) inches to nineteen (19) inches = Three (3) three-inch DBH trees planted for each one removed.
    3. A trunk diameter of twenty (20) inches to twenty-nine (29) inches = Five (5) three-inch DBH trees planted for each one removed.
    4. A trunk diameter of thirty (30) inches to thirty-five (35) inches = Eight (8) three-inch DBH trees planted for each one removed.
    5. A trunk diameter of thirty-six (36) inches to forty-three (43) inches = Ten (10) three-inch DBH trees planted for each one removed.
    6. A trunk diameter of forty-four (44) inches or greater = Eleven (11) three-inch DBH trees planted for each one removed.
  - e. *Mitigation of protected trees.* Any replacement trees that cannot be planted on site because of lack of space, once agreed to by the city, shall be valued at four hundred dollars (\$400.00) each and the owner shall pay that total to the tree planting trust fund. Trees identified as dead and verified as such in writing by the City's designated arborist shall not be required to be replaced or mitigated.
- (3) *New planting of protected trees.* On sites proposed for development or redevelopment where no existing protected trees are identified, the owner or his agent shall be required to plant one (1) new tree species identified in the protected tree list (Appendix "A") or the tree replant list (Appendix "B"), a minimum

of three (3) inches DBH, for each one thousand (1,000) square feet of impervious surface area. New trees or replacement trees shall be planted during the year as indicated in subsection 12-6-3 (2) a. 1. of this chapter.

- (4) *New residential subdivisions.* In new residential subdivisions the property owner of each lot shall plant one (1) tree in the front yard within ten (10) feet of the right-of-way, provided there is no existing tree in the front yard. The tree shall be planted prior to a certificate of occupancy being issued for the dwelling. If the existing tree is not within ten (10) feet of the right-of-way, then one (1) additional tree shall be required (sized as noted in subsection (4) a of this section). The tree shall be a species from Appendix "A" or "B," and where feasible, shade trees are encouraged.
- a. Where a protected or replant tree species is required to be replanted, such tree shall be a minimum of three (3) inches DBH.
  - b. The location of an existing protected tree on the lot or the proposed location of a new protected or replant species, where required in this subsection, shall be identified on the plot plan submitted as part of the information submitted for a building permit.
- (5) *Road right-of-way tree protection.* No person or agency shall cut, prune, remove, or in any way damage any protected tree in any street right-of-way or create any condition injurious to any such tree without first obtaining a permit to do so from the City's designated arborist as specified in section 12-6-7.
- a. The City's designated arborist may issue an annual permit to public utility companies exempting them from the provisions of this subsection concerning tree preservation. In the event of flagrant or repeated disregard for the intent and purpose of this chapter, the department may revoke said permit. The reasons for revoking such a permit shall be provided in writing to the offender.
  - b. Prior to entering a targeted area for pruning by the utility, the utility representative shall submit for approval to the city a clearly marked plan of the area, showing location of trees and noting what is being requested by the utility company. The City's designated arborist shall approve the plan and an additional permit fee of seventy-five dollars (\$75.00) shall be paid to the City of Pensacola for the specific area noted on the plan submitted (see chapter 7-10 of this Code).
  - c. All public utilities, governmental agencies and their subcontractors shall comply with the American National Standards Institute, ANSI A300-1995, Tree, Shrub and Other Woody Plant Maintenance—Standard Practices, when pruning trees on public or private property. Notice shall be provided to landowners at least one (1) week in advance of pruning and/or removing landowners' trees on private property. Emergency removal requiring immediate action to protect the health and safety of the public is not subject

to this chapter. In no case shall the utility company be permitted to prune more than thirty (30) percent of the existing tree canopy.

- (6) *Tree protection.* Removing, pruning, or cutting tree growth away from a permanent nonaccessory sign (billboard) on public or private property shall be permitted only if a permit is obtained from the City's designated arborist. All agencies and their subcontractors shall comply with the American National Standards Institute, ANSI A300-1995, Tree, Shrub and Other Woody Plant Maintenance—Standard Practices, when pruning trees.
- (7) *Canopy road tree protection zone.* All lands within ten (10) feet of the outer boundary of the right-of-way of the below described roads are hereby declared to be canopy tree protection zones:
  - a. Blount Street from "A" Street to Bayview Park.
  - b. Lakeview Avenue from 9th Avenue to 20th Avenue.
  - c. Garden Street from Alcaniz Street to Jefferson Street and from "J" Street to "N" Street.
  - d. 17th Avenue from Gregory Street to Texar Drive.
  - e. 12th Avenue from Barcia Drive to Fairfield Drive.
  - f. Baylen Street from LaRua Street to Jordan Street.
  - g. Spring Street from LaRua Street to Jordan Street.
  - h. Bayou Boulevard from Lee Street to Strong Street.
  - i. Cervantes Street/Scenic Highway from the eastern side of Bayou Texar to the city limits.

No person or agency shall cut, remove, prune or in any way damage any protected tree in any canopy road tree protection zone or create any condition injurious to any such tree without first obtaining a permit to do so from the City's designated arborist as specified in section 12-6-7. The exemption for utility companies noted in subsection (5), above shall also apply to the canopy road tree protection zone.

- (8) *Heritage trees, including their driplines.* No person or agency shall cut, remove, prune or in any way damage any heritage tree in any zoning district without first obtaining approval of a landscape and tree protection plan per section 12-6-4 for new development sites or a permit from the City's designated arborist as specified in section 12-6-7 for developed property; provided, however, that currently occupied residential property may qualify for removal or pruning of a heritage tree

without incurring the cost of a permit so long as documentation of danger to person or property has been submitted to the City's designated arborist in advance of removal. For purposes of this provision, "documentation" means a completed two-page Tree Risk Assessment Form, which should be completed according to the standards found within Best Management Practices: Tree Risk Assessment, Second Edition, by E. Thomas Smiley, Nelda Matheny, and Sharon Lilly, and distributed by the International Society of Arboriculture Society; further, consistent with ISA standards and tree risk assessment, a tree or tree part is a "danger" when two conditions exist: 1) the failure of the tree part or of the tree is imminent or impact is likely, and 2) the consequences of that failure are high or extreme. In the case of lot splits for single family and duplex uses, ~~trees~~ the land shall be evaluated to determine whether the lot split will have a negative effect on any heritage tree(s), including their driplines. A tree survey shall be provided to the Planning Services department along with the lot split application, and the size of proposed lots shall be evaluated for the purpose of ensuring that a lot split will not require the removal of any heritage tree or damage the tree's dripline as a result of that lot split.

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



**MINUTES OF THE PLANNING BOARD**  
**May 11, 2021**

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

**MEMBERS ABSENT:** Board Member Murphy, Board Member Sampson, Board Member Wiggins

**STAFF PRESENT:** Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Network Engineer Johnston, Help Desk Technician Russo

**STAFF VIRTUAL:** Planning Director Morris

**OTHERS PRESENT:** Ed & Barbara Gaile, Kelly Moore & Margaret Hostetter, Tim Prime

**AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from April 13, 2021.
- **New Business:**
- **Aesthetic Review 401 E. Chase Street**
- **Tree Ordinance Amendments**
- **Hostetter LTU 1715 E. Gonzales Street**
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:05 pm with a quorum present and explained the procedures of the partially virtual Board meeting.

Approval of Meeting Minutes

1. Board Member Larson made a motion to approve the April 13, 2021 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.

222 West Main Street Pensacola, Florida 32502

[www.cityofpensacola.com](http://www.cityofpensacola.com)

## **New Business**

*(To accommodate a late arrival of the applicant, the Board addressed the Tree Ordinance item.)*

### **2. Aesthetic Review 401 E. Chase Street**

Chairperson Ritz stated this item had come as an abbreviated review for a new roof; he approved it for a terracotta color and a metal panel form. What was installed was not the terracotta color, and he sent it to the full Board for review. Staff advised there were no comments received, but it was determined that metal roofing was allowed in this zoning district. Historic Preservation Planner Harding advised this property was not adjacent to a historic district, so special consideration to compatibility or as a buffer was not required. Other colored metal panels (as opposed to a plain galvalume) did exist in this zoning district and were found in green (Fin & Fork), red (Franco's Italian), and even orange and white (Whataburger).

Mr. Prime presented to the Board and stated they had filed with the Board to change from a terracotta roof to a metal roof, but when they switched manufacturers, the owners elected to change the color, and when they resubmitted for the manufacturer change, the color was not included which may have been an oversight; the terracotta color was changed to bronze. They did install the Gulf Coast ribbed panel, which was originally approved, but it was an oversight in getting from the terracotta to the bronze color selection.

Chairperson Ritz did not have an issue with the installed bronze color. Board Member Grundhoefer stated this was Spanish style architecture and should have clay tiles. He indicated the metal panels would not have been approved by the ARB, and it was across the street from that district; this should not be required to adhere to ARB standards, but the building had a character and now it did not. It was now a dark bronze metal roof on a building with Spanish character. Mr. Prime stated the 5V crimp metal roof had been installed in the historic district. Chairperson Ritz stated because the panel itself was not prohibited, he appreciated the color at the time (terracotta), and Whataburger was not the best example since it was a new build. He explained he did not want to perform any additional abbreviated reviews for this address.

Board Member Larson stated if the terracotta was approved, and the metal was approved, they performed the installation knowing the color was wrong; why did they not call first. Chairperson Ritz was sorry it had gone this way, and it made him hesitant to conduct abbreviated reviews; the allowance for an abbreviated review is somewhat narrow, and now he would probably refer more projects to the full Board just to stay above board. Board Member Larson had a problem with the applicant changing the color and not telling Chairperson Ritz. Mr. Prime stated it was not done on purpose; they switched manufacturers and the color was not designated. Chairperson Ritz had asked for full clarification on the panel since it was not definitive in the application. When the lead sheet of the application came a second time, it still indicated the terracotta color in the description box. Until it returned in this agenda packet, he had not seen it since the approval of the terracotta. When discovered, it was determined Inspections had placed a stop work order on the project. Mr. Prime stated when they switched manufacturers, he assumed the color was also switched; there was one step in the process where the color was not changed. Chairperson Ritz stated a lot of the applications submitted were poorly completed. Mr. Prime stated the panels were cut to order, and when the screws were removed, the holes were bigger, and the panels were trashed. Board Member Larson explained now the City would be stuck with a roof it did not like for 50 years, and it had no recourse except for the process it was going through in this meeting.

Historic Preservation Planner Harding pointed out in the ARB districts, 5V crimp standing seam or corrugated metal was permitted. Between the historic district and this district was GRD-1 which was Aragon, and the roofing was not as strict. This particular district was GRD with no profile standards regarding metal roofing, hence the Whataburger roof.

Board Member Larson had hoped the contractor would have noted the color was not the one approved before installation; it only happened when it was caught by Inspections. Chairperson Ritz explained because the initial application was not very well put together, he requested the applicant confirm what he believed to be true – the exact panel profile and the color; they confirmed the panel profile and terracotta color in the second submission.

It was indicated if denied, the applicant could appeal to Council (for ARB it was within 15 days), or they could remove the existing panel and replace it with what was originally approved. If approved, they could close out the permit and proceed with the project.

**Board Member Larson made a motion to deny, seconded by Board Member Grundhoefer.** Board Member Grundhoefer stated it gave him real heartburn that we would not get something with more character on that building in such a prominent area, but if it had been brought to this Board under aesthetic review, and they stated they would put on a metal roof and this was allowed, and for whatever reason this is the color we want approved, the Board would probably have approved it. Therefore, he was voting against the motion.

**The vote was 2 to 2 with Board Members Ritz and Powell supporting the denial and Board Members Larson and Grundhoefer dissenting.** Where motions were usually positive, it was determined that Board Member Larson could make the negative motion to deny. **Chairperson Ritz then opened the floor for another motion. Board Member Larson then made a motion to approve the request, and it failed for lack of a second.** Assistant Attorney Lindsay stated the Board would need to take action on the application within 31 days.

Board Member Powell asked if the roof color could be changed without reinstalling the roof, and Mr. Prime advised it could be painted, however, the manufacturer would not warranty the product since the color is baked on and spray paint would chalk and chip in three to five years. Chairperson Ritz explained the Board's decision was only a recommendation, and the applicant (property owner) could appeal to Council. Staff confirmed the Board would not make a recommendation to Council since the reviews stop with the Planning Board, but the property owner could go through the appeal process on the Board's decision. Assistant City Attorney Lindsay advised the appeal would have to occur within 15 days. She also stated if the Board did not act within 31 days from the date of submission, such plans were deemed to be approved. The Board needed to be clear on what it was actually telling this applicant, so the applicant knew it has appeal rights.

**Board Member Powell made a motion to deny; it died for lack of a second. Assistant City Attorney Lindsay stated since the Board had a 2 to 2 decision which would mean the request was denied, she did not know if that were really clear in our ordinance, but it was in the ordinance that if the Board failed to act on an application within 31 days of submission, it was deemed approved; there could be an argument that the Board did not really act since it was a tie.**

Chairperson Ritz restated that because there was a tie and there was confusion, if the Board did nothing, it was approved. In this case, it could be construed in the applicant's favor to continue forward. **Board Member Powell left the meeting, therefore, there was no quorum, and the Board could no longer transact official business, however, it**

**did have a vote which was concluded in a particular fashion that would stay as described. The Board voted and it was a 2 to 2 tie. It would now be up to the applicant to appeal this decision before Council since these types of applications stop with the Board, and it becomes an appeal process.**

Assistant City Attorney Lindsay advised the appeal rights state: any person or any property interests substantially affected by the decision of the Board may within 15 days thereafter apply to the City Council for review of the Board's decision. A written notice shall be filed with the City Clerk requesting the Council to review said decision. **Essentially the burden is to provide the written notice to the City Clerk within 15 days requesting Council to review. When that review will happen will be determined by the Clerk's schedule for meetings.**

It was clarified the applicant was not required to get a meeting within 31 days, but the property owner should get advice on the particular Code provision, and that person could contact the Assistant City Attorney for that specific Code provision if they needed it. **Regarding the 31 days, Assistant City Attorney Lindsay explained if the applicant applied for this review and there was no response within 31 days, you could consider it approved and not be concerned with the appeal to Council. If acted upon here, if that action is interpreted as nonconclusive, perhaps the property owners could argue they consider it approved. She suggested the lawyer for the property owner take the more conservative approach and file with the Council, but she could not speak for the lawyer or property owner.**

The Board then discussed the panel materials.

### **3. Tree Ordinance Amendments - Section 12-6-6 (8) Land Development Code**

At the City Council meeting held on February 25, 2021, Councilperson Brahier sponsored an amendment to the LDC for Section 12-6-6 (8) which would include protection of the dripline of heritage trees. These proposed amendments encompass the circumstance where there is a lot split for single family and duplex use; stating that the "land" shall be evaluated to determine whether a lot split will have a negative effect on any sensitive protected natural resource, including but not limited to heritage trees.

Chairperson Ritz advised the proposed amendment gave a definitive placement, and he had no issue with placing the text in the Tree Ordinance. Board Member Grundhoefer referred to the language that the arborist assigned by the City would review the situation to determine if the tree would be affected by a lot split; development would not be stopped if the owner wanted to split the lot and wanted to mitigate the tree and/or dripline; Chairperson Ritz explained that was still in place. Board Member Grundhoefer stated the language did not make it any tougher or weaker. Assistant City Attorney Lindsay advised there was also another provision in the Code which allowed the Building Official to direct that another site plan be reviewed if a heritage tree would be sacrificed as a result of the split. The development plan would not be approved if another reasonable plan was available to protect the tree. Chairperson Ritz indicated the language might give a better prospective of what was involved – not just the trunk or visible roots but included the dripline and the canopy.

**Board Member Larson made a motion for approval, seconded by Board Member Powell, and it carried unanimously.**

### **4. Hostetter LTU 1715 E. Gonzales Street**

Margaret Hostetter has requested a License to Use for three existing rock/gravel parking

spaces located in the City right-of-way at 1715 E. Gonzales Street. The parking spaces are currently serving an RV garage and apartment building. A Notice of Violation was received from the Inspections Department because the parking spaces were installed without permits, and currently there is no LTU from the City. Ms. Hostetter went before the Magistrate Judge for a Code Enforcement hearing at which time her claim to continue using the existing parking area was denied. The request had been routed through various City departments and utility providers, and comments were provided to the Board.

Chairperson Ritz explained he was around four blocks from this location and was familiar with the area; the claim before the Code Enforcement authority had been denied. He pointed out several years ago, the City had an ordinance which was written to prevent jumping curbs to park in the right-of-way, and these three parking spaces are within the City right-of-way. He asked why there were so many parking spaces for a home in East Hill, and he discovered they were for two Airbnbs which advised knowing the rules and laws of the jurisdiction involved. For parking, the information stated to ensure you relay parking rules to your building and your guests (talking to the host); he noted that at least Airbnb had realized the rule of law needed to be followed. Since this was not proper, the applicant was requesting an LTU.

Ms. Hostetter addressed the Board and stated she did not reside on the premises, but the two residences were on one lot and shared the parking, and this was the case with the RV garage with the attached apartment since 2012; both properties were rented as short-term rentals. She pointed out the zoning and use was residential. She explained the parking could be accessed without jumping the curb but accessing the parking on the driveway at the curb cut for the original house. She had elected to pursue the LTU. She believed the complaint from the neighbor was in retaliation for lights shining into his house. Chairperson Ritz advised the Board was determining whether the parking was a violation and not whether it bothered the neighbors. Ms. Hostetter explained jumping the curb was the real issue. It was determined the recommendation of the Planning Board would be on the June 17, 2021 Council agenda.

Board Member Grundhoefer pointed out the Board would not vote on whether or not residents jumped a curb but was looking at the whole issue of parking. Ms. Hostetter indicated the parking arrangement allowed for five cars to be parked in a shared parking driveway without having to juggle one car for another to move. Board Member Grundhoefer offered that the parking was set up like a commercial development and did not meet parking requirements for driveways and parking spaces; although one might be able to maneuver vehicles in and out, it did not comply in that sense. The single driveway did not align with the RV garage, and they had missed an opportunity to have a wider conforming driveway in East Hill. He explained an LTU would allow them to do what they were doing now with angle parking and bumpers in the right-of-way which he objected to. Chairperson Ritz indicated historically this Board had viewed this the same way. Board Member Grundhoefer stated it could be a double driveway with a complying curb cut which would allow parking for six vehicles which would be the nature of a residential driveway; he explained we do not have parking lots in residential front yards. He would rather the applicant return with a plan for a residential driveway. Ms. Hostetter advised she would be happy to remove the bumpers, but they helped drivers align their vehicles. Chairperson Ritz explained no LTUs had been granted by the Board for residential uses, but they did exist for commercial and residential; the Board had only granted commercial LTUs.

Mr. Gaile advised he lives next door to the property and had chosen to live in East Hill for its charm and history. He also advised he had not made a complaint, but when the

Engineering Department came to inspect his pavers, they had observed the neighbor's driveway and stated it was not right. He stated the look of the property in question had the appearance of a commercial enterprise with parking stations; it is commercially oriented and not in harmony with residential standards. He pointed out car headlights point directly to his porch, living room and extend into the property to the left.

Mr. Moore, husband of Ms. Hostetter, stated this was a residential activity. He pointed out the neighbors park in the swell, and they should also be required to have an LTU to park in the swell. He advised according to the State, any zoning district can have vacation rentals.

Chairperson Ritz advised that 24' was the maximum driveway width allowed which was a double car driveway. Board Member Grundhoefer suggested the applicant apply for a permit for a double car driveway for the property and not apply for an LTU.

Ms. Cannington stated she had lived in that neighborhood and was there when the garage apartment was constructed and assumed the City had not meant for the structure to become a multiuse residential rental operation with the number of vehicles in the front parking lot. She was also experiencing car lights shining into her residence. If there was an option for slanted parking not coming into that parking lot, it would be great. If an LTU was granted, it would be great if people using the park could also use that parking lot. It was a daily frustration to witness how the short-term lease tenants tried to figure out how to park in that lot. As long as lights were not shining into her residence and there was a safe concern for everyone to enjoy the park as well, she did not have a problem.

**Board Member Grundhoefer made a motion to deny the LTU, seconded by Board Member Powell, and it carried unanimously.**

(The Board returned to the first item 401 E. Chase St.)

**Open Forum** – None

**Discussion** – None

**Adjournment** – With no further business, Chairperson Ritz thanked the Board for its patience and adjourned the meeting at 3:58 pm.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary to the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 27-21

City Council

6/17/2021

---

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Jennifer Brahier

**SUBJECT:**

PROPOSED ORDINANCE NO. 27-21 - AMENDMENT TO LAND DEVELOPMENT CODE SECTION 12-6-6 (8) - HERITAGE TREES

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 27-21 on first reading:

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE, TREE/LANDSCAPE REGULATIONS CHAPTER 12, SECTION 12-6-6(8) HERITAGE TREES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The City of Pensacola has a long history of prioritizing the protection of trees and recognizes their value as both an environmental and aesthetic amenity. To demonstrate the City's commitment to being a steward of the environment, the City of Pensacola created and codified tree/landscape regulations that provide protection of trees throughout the City of Pensacola. These regulations provide guidance to both community members and developers, the permitting process for which they can have the trees removed and provide enforcement authority to the City for failure to comply.

While there are protections for heritage trees, there is also an opportunity to protect more than just the trees by including their driplines as well. These proposed amendments encompass the circumstance where there is a lot split for single family and duplex use; stating that the "land" shall be evaluated to determine whether a lot split will have a negative effect on any heritage trees, including their driplines. This language will help ensure that the totality of the circumstances is reviewed in a view to protect the land, including heritage trees.

**PRIOR ACTION:**

February 25, 2021 - City Council referred the item to the Planning Board

May 11, 2021 - Planning Board reviewed and approved the item

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 27-21
- 2) 5-11-21 LH minutes - Planning Board

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 27-21

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING THE LAND DEVELOPMENT  
CODE, TREE/LANDSCAPE REGULATIONS CHAPTER 12,  
SECTION 12-6-6(8) HERITAGE TREES; PROVIDING FOR  
SEVERABILITY; REPEALING CLAUSE; PROVIDING AN  
EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-6-6 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-6-6. - Protected trees.

Protected trees are those trees identified by species and size in Appendix "A" of this chapter if living and viable. Where protected trees are identified on a site proposed for lot clearing within the applicable zoning districts identified in section 12-6-2, the number of protected trees to be preserved on the site shall be determined based upon the final approved location of proposed structures, driveways, parking areas, and other improvements to be constructed or installed.

(1) *Preservation Incentives.*

- a. *Parking space reduction.* A reduction of required parking spaces may be allowed when the reduction would result in the preservation of a protected tree with a trunk of twelve (12) inches DBH or greater. Such reduction shall be required when the reduction would preserve a heritage tree. The following reduction schedule shall apply:

REDUCTION SCHEDULE

Number of Required Parking Spaces	Reduction of Required Parking Spaces Allowable
1—4	0
5—9	1
10—19	2
20 or above	10 percent of total number of spaces (total reduction regardless of number of trees preserved).

- b. *Consideration of park and open space requirement.* A reduction or waiver of the required park and open space (or payment in lieu of land dedication) for new residential subdivisions specified in section 12-7-6 may be approved by the mayor or their designee when it is determined that said waiver will result in the preservation of five (5) or more protected trees with a trunk of twelve (12) inches DBH or greater.
  - c. *Sidewalks.* Modifications to sidewalks, their required location, and width and curb requirements, may be allowed as necessary to facilitate the preservation of any protected tree.
  - d. *Credit for additional landscaping.* The City's designated arborist may authorize up to one-half (1/2) of the total calculated mitigation cost (as determined according to subsections (2)d and e of this section) to be used by the applicant for additional landscaping, which is defined as landscaping that is not required by this chapter or any other law. Additional landscaping shall meet the following minimum standards:
    - 1. A minimum of seventy-five (75) percent of all required plant material shall consist of evergreen species.
    - 2. All landscape material shall be placed so as to maximize its screening and/or coverage potential at maturity.
    - 3. All shrub material shall be a minimum height of thirty (30) inches and have a minimum crown width of twenty-four (24) inches when planted and shall be a species capable of achieving a minimum height of eight (8) feet at maturity.
- (1) *Retention, relocation, removal, replacement, and mitigation of protected trees.*
- a. *Retention of protected trees.* Every effort must be made to protect and retain existing protected trees on proposed development sites. A minimum of ten (10) percent of the total combined trunk diameter of protected trees on a proposed development site not located within jurisdictional wetlands shall be retained in place or relocated on site.
    - 1. Credit for retention of protected trees above minimum requirements. For each inch of trunk diameter above the minimum ten (10) percent requirement that is protected in place or relocated on site, an equivalent trunk diameter inch credit shall be given against replacement and mitigation requirements as provided in subsections (2) d and e of this section.
    - 2. *Barrier zones.* All protected trees not designated for removal shall be protected by barrier zones erected prior to construction of any structures,

road, utility service or other improvements. Barriers shall be placed at the outside of the dripline for all heritage trees and at a minimum two-thirds (2/3) of the area of the dripline for all other protected trees. Barricades must be at least three (3) feet tall and must be constructed of either wooden corner posts at least two inches by four (2 x 4) inches with at least two (2) courses of wooden side slats at least one inch by four (1 x 4) inches with colored flagging or colored mesh attached, or constructed of one-inch angle iron corner posts with brightly colored mesh construction fencing attached.

b. *Removal of protected trees.* Subject to the requirements of (2) a of this section, protected trees may be approved for removal if one (1) or more of the following conditions are present:

1. *Visibility hazard.* Necessity to remove trees which will pose a safety hazard to pedestrians or vehicular traffic upon completion of the development.
2. *Safety hazard.* Necessity to remove trees which will threaten to cause disruption of public services or which will pose a safety hazard to persons or buildings or adjacent property or structures.
3. *Construction of improvements.* Necessity to remove trees in order to construct proposed improvements as a result of the location of driveways, if the location of a driveway or ingress/egress is specified and required by DOT or other regulations, buildings, utilities, stormwater/drainage facilities, or other permanent improvements. The architect, civil engineer, or landscape architect shall make every reasonable effort to locate such improvements so as to preserve any existing tree.
4. *Site conditions.* Necessity to remove trees as a result of characteristics of the site such as site dimensions, topographic conditions and grading requirements necessary to implement standard engineering and architectural practices. Grading shall be as limited as possible. In order to justify the removal of protected trees on the ground of site conditions, the request must be reviewed by the appropriate city staff and must be approved by the mayor or his or her designee. Appeals from the decision of the City's designated arborist shall be to the Zoning Board of Adjustment.
5. *Diseased or weakened trees.* Necessity to remove diseased trees or trees weakened by age, storm, fire or other injury;
6. *Compliance with other ordinances or codes.* Necessity for compliance with other city codes such as building, zoning, subdivision regulations, health provisions, and other environmental ordinances.

- c. *Relocation of protected trees.* Where feasible, when conditions necessitate removal of protected trees, said trees shall be relocated on the site in the required perimeter or interior landscaped areas. Should the relocated tree expire within a specified period of time, the appropriate mitigation (planting of replacement trees or payment to the tree planting trust fund) shall be required. For each protected tree that cannot feasibly be relocated (or all of them), a written statement from a qualified professional shall be provided stating for each tree (or all of them) that relocation is not feasible and briefly explaining why relocation is not feasible, subject to the review of the City's designated arborist.
  - d. *Replacement of protected trees.* When a protected tree is approved for removal, it shall be replaced with a like species of the tree removed. The City's designated arborist may allow a deviation to this within the same species type category in the protected tree list in Appendix "A" of this Chapter in order to promote ecological diversity on the site. The prescribed number of trees shall be planted for each tree removed. The minimum diameter of a replacement tree shall be three (3) inches DBH. The replacement formula is:
    - 1. A trunk diameter of four (4) inches to eleven (11) inches = Two (2) three-inch DBH trees planted for each one removed.
    - 2. A trunk diameter of twelve (12) inches to nineteen (19) inches = Three (3) three-inch DBH trees planted for each one removed.
    - 3. A trunk diameter of twenty (20) inches to twenty-nine (29) inches = Five (5) three-inch DBH trees planted for each one removed.
    - 4. A trunk diameter of thirty (30) inches to thirty-five (35) inches = Eight (8) three-inch DBH trees planted for each one removed.
    - 5. A trunk diameter of thirty-six (36) inches to forty-three (43) inches = Ten (10) three-inch DBH trees planted for each one removed.
    - 6. A trunk diameter of forty-four (44) inches or greater = Eleven (11) three-inch DBH trees planted for each one removed.
  - e. *Mitigation of protected trees.* Any replacement trees that cannot be planted on site because of lack of space, once agreed to by the city, shall be valued at four hundred dollars (\$400.00) each and the owner shall pay that total to the tree planting trust fund. Trees identified as dead and verified as such in writing by the City's designated arborist shall not be required to be replaced or mitigated.
- (3) *New planting of protected trees.* On sites proposed for development or redevelopment where no existing protected trees are identified, the owner or his agent shall be required to plant one (1) new tree species identified in the protected tree list (Appendix "A") or the tree replant list (Appendix "B"), a minimum

of three (3) inches DBH, for each one thousand (1,000) square feet of impervious surface area. New trees or replacement trees shall be planted during the year as indicated in subsection 12-6-3 (2) a. 1. of this chapter.

- (4) *New residential subdivisions.* In new residential subdivisions the property owner of each lot shall plant one (1) tree in the front yard within ten (10) feet of the right-of-way, provided there is no existing tree in the front yard. The tree shall be planted prior to a certificate of occupancy being issued for the dwelling. If the existing tree is not within ten (10) feet of the right-of-way, then one (1) additional tree shall be required (sized as noted in subsection (4) a of this section). The tree shall be a species from Appendix "A" or "B," and where feasible, shade trees are encouraged.
- a. Where a protected or replant tree species is required to be replanted, such tree shall be a minimum of three (3) inches DBH.
  - b. The location of an existing protected tree on the lot or the proposed location of a new protected or replant species, where required in this subsection, shall be identified on the plot plan submitted as part of the information submitted for a building permit.
- (5) *Road right-of-way tree protection.* No person or agency shall cut, prune, remove, or in any way damage any protected tree in any street right-of-way or create any condition injurious to any such tree without first obtaining a permit to do so from the City's designated arborist as specified in section 12-6-7.
- a. The City's designated arborist may issue an annual permit to public utility companies exempting them from the provisions of this subsection concerning tree preservation. In the event of flagrant or repeated disregard for the intent and purpose of this chapter, the department may revoke said permit. The reasons for revoking such a permit shall be provided in writing to the offender.
  - b. Prior to entering a targeted area for pruning by the utility, the utility representative shall submit for approval to the city a clearly marked plan of the area, showing location of trees and noting what is being requested by the utility company. The City's designated arborist shall approve the plan and an additional permit fee of seventy-five dollars (\$75.00) shall be paid to the City of Pensacola for the specific area noted on the plan submitted (see chapter 7-10 of this Code).
  - c. All public utilities, governmental agencies and their subcontractors shall comply with the American National Standards Institute, ANSI A300-1995, Tree, Shrub and Other Woody Plant Maintenance—Standard Practices, when pruning trees on public or private property. Notice shall be provided to landowners at least one (1) week in advance of pruning and/or removing landowners' trees on private property. Emergency removal requiring immediate action to protect the health and safety of the public is not subject

to this chapter. In no case shall the utility company be permitted to prune more than thirty (30) percent of the existing tree canopy.

- (6) *Tree protection.* Removing, pruning, or cutting tree growth away from a permanent nonaccessory sign (billboard) on public or private property shall be permitted only if a permit is obtained from the City's designated arborist. All agencies and their subcontractors shall comply with the American National Standards Institute, ANSI A300-1995, Tree, Shrub and Other Woody Plant Maintenance—Standard Practices, when pruning trees.
- (7) *Canopy road tree protection zone.* All lands within ten (10) feet of the outer boundary of the right-of-way of the below described roads are hereby declared to be canopy tree protection zones:
  - a. Blount Street from "A" Street to Bayview Park.
  - b. Lakeview Avenue from 9th Avenue to 20th Avenue.
  - c. Garden Street from Alcaniz Street to Jefferson Street and from "J" Street to "N" Street.
  - d. 17th Avenue from Gregory Street to Texar Drive.
  - e. 12th Avenue from Barcia Drive to Fairfield Drive.
  - f. Baylen Street from LaRua Street to Jordan Street.
  - g. Spring Street from LaRua Street to Jordan Street.
  - h. Bayou Boulevard from Lee Street to Strong Street.
  - i. Cervantes Street/Scenic Highway from the eastern side of Bayou Texar to the city limits.

No person or agency shall cut, remove, prune or in any way damage any protected tree in any canopy road tree protection zone or create any condition injurious to any such tree without first obtaining a permit to do so from the City's designated arborist as specified in section 12-6-7. The exemption for utility companies noted in subsection (5), above shall also apply to the canopy road tree protection zone.

- (8) *Heritage trees, including their driplines.* No person or agency shall cut, remove, prune or in any way damage any heritage tree in any zoning district without first obtaining approval of a landscape and tree protection plan per section 12-6-4 for new development sites or a permit from the City's designated arborist as specified in section 12-6-7 for developed property; provided, however, that currently occupied residential property may qualify for removal or pruning of a heritage tree

without incurring the cost of a permit so long as documentation of danger to person or property has been submitted to the City's designated arborist in advance of removal. For purposes of this provision, "documentation" means a completed two-page Tree Risk Assessment Form, which should be completed according to the standards found within Best Management Practices: Tree Risk Assessment, Second Edition, by E. Thomas Smiley, Nelda Matheny, and Sharon Lilly, and distributed by the International Society of Arboriculture Society; further, consistent with ISA standards and tree risk assessment, a tree or tree part is a "danger" when two conditions exist: 1) the failure of the tree part or of the tree is imminent or impact is likely, and 2) the consequences of that failure are high or extreme. In the case of lot splits for single family and duplex uses, ~~trees~~ the land shall be evaluated to determine whether the lot split will have a negative effect on any heritage tree(s), including their driplines. A tree survey shall be provided to the Planning Services department along with the lot split application, and the size of proposed lots shall be evaluated for the purpose of ensuring that a lot split will not require the removal of any heritage tree or damage the tree's dripline as a result of that lot split.

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



**MINUTES OF THE PLANNING BOARD**  
**May 11, 2021**

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

**MEMBERS ABSENT:** Board Member Murphy, Board Member Sampson, Board Member Wiggins

**STAFF PRESENT:** Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Network Engineer Johnston, Help Desk Technician Russo

**STAFF VIRTUAL:** Planning Director Morris

**OTHERS PRESENT:** Ed & Barbara Gaile, Kelly Moore & Margaret Hostetter, Tim Prime

**AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from April 13, 2021.
- **New Business:**
- **Aesthetic Review 401 E. Chase Street**
- **Tree Ordinance Amendments**
- **Hostetter LTU 1715 E. Gonzales Street**
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:05 pm with a quorum present and explained the procedures of the partially virtual Board meeting.

Approval of Meeting Minutes

1. Board Member Larson made a motion to approve the April 13, 2021 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.

222 West Main Street Pensacola, Florida 32502

[www.cityofpensacola.com](http://www.cityofpensacola.com)

## **New Business**

*(To accommodate a late arrival of the applicant, the Board addressed the Tree Ordinance item.)*

### **2. Aesthetic Review 401 E. Chase Street**

Chairperson Ritz stated this item had come as an abbreviated review for a new roof; he approved it for a terracotta color and a metal panel form. What was installed was not the terracotta color, and he sent it to the full Board for review. Staff advised there were no comments received, but it was determined that metal roofing was allowed in this zoning district. Historic Preservation Planner Harding advised this property was not adjacent to a historic district, so special consideration to compatibility or as a buffer was not required. Other colored metal panels (as opposed to a plain galvalume) did exist in this zoning district and were found in green (Fin & Fork), red (Franco's Italian), and even orange and white (Whataburger).

Mr. Prime presented to the Board and stated they had filed with the Board to change from a terracotta roof to a metal roof, but when they switched manufacturers, the owners elected to change the color, and when they resubmitted for the manufacturer change, the color was not included which may have been an oversight; the terracotta color was changed to bronze. They did install the Gulf Coast ribbed panel, which was originally approved, but it was an oversight in getting from the terracotta to the bronze color selection.

Chairperson Ritz did not have an issue with the installed bronze color. Board Member Grundhoefer stated this was Spanish style architecture and should have clay tiles. He indicated the metal panels would not have been approved by the ARB, and it was across the street from that district; this should not be required to adhere to ARB standards, but the building had a character and now it did not. It was now a dark bronze metal roof on a building with Spanish character. Mr. Prime stated the 5V crimp metal roof had been installed in the historic district. Chairperson Ritz stated because the panel itself was not prohibited, he appreciated the color at the time (terracotta), and Whataburger was not the best example since it was a new build. He explained he did not want to perform any additional abbreviated reviews for this address.

Board Member Larson stated if the terracotta was approved, and the metal was approved, they performed the installation knowing the color was wrong; why did they not call first. Chairperson Ritz was sorry it had gone this way, and it made him hesitant to conduct abbreviated reviews; the allowance for an abbreviated review is somewhat narrow, and now he would probably refer more projects to the full Board just to stay above board. Board Member Larson had a problem with the applicant changing the color and not telling Chairperson Ritz. Mr. Prime stated it was not done on purpose; they switched manufacturers and the color was not designated. Chairperson Ritz had asked for full clarification on the panel since it was not definitive in the application. When the lead sheet of the application came a second time, it still indicated the terracotta color in the description box. Until it returned in this agenda packet, he had not seen it since the approval of the terracotta. When discovered, it was determined Inspections had placed a stop work order on the project. Mr. Prime stated when they switched manufacturers, he assumed the color was also switched; there was one step in the process where the color was not changed. Chairperson Ritz stated a lot of the applications submitted were poorly completed. Mr. Prime stated the panels were cut to order, and when the screws were removed, the holes were bigger, and the panels were trashed. Board Member Larson explained now the City would be stuck with a roof it did not like for 50 years, and it had no recourse except for the process it was going through in this meeting.

Historic Preservation Planner Harding pointed out in the ARB districts, 5V crimp standing seam or corrugated metal was permitted. Between the historic district and this district was GRD-1 which was Aragon, and the roofing was not as strict. This particular district was GRD with no profile standards regarding metal roofing, hence the Whataburger roof.

Board Member Larson had hoped the contractor would have noted the color was not the one approved before installation; it only happened when it was caught by Inspections. Chairperson Ritz explained because the initial application was not very well put together, he requested the applicant confirm what he believed to be true – the exact panel profile and the color; they confirmed the panel profile and terracotta color in the second submission.

It was indicated if denied, the applicant could appeal to Council (for ARB it was within 15 days), or they could remove the existing panel and replace it with what was originally approved. If approved, they could close out the permit and proceed with the project.

**Board Member Larson made a motion to deny, seconded by Board Member Grundhoefer.** Board Member Grundhoefer stated it gave him real heartburn that we would not get something with more character on that building in such a prominent area, but if it had been brought to this Board under aesthetic review, and they stated they would put on a metal roof and this was allowed, and for whatever reason this is the color we want approved, the Board would probably have approved it. Therefore, he was voting against the motion.

**The vote was 2 to 2 with Board Members Ritz and Powell supporting the denial and Board Members Larson and Grundhoefer dissenting.** Where motions were usually positive, it was determined that Board Member Larson could make the negative motion to deny. **Chairperson Ritz then opened the floor for another motion. Board Member Larson then made a motion to approve the request, and it failed for lack of a second.** Assistant Attorney Lindsay stated the Board would need to take action on the application within 31 days.

Board Member Powell asked if the roof color could be changed without reinstalling the roof, and Mr. Prime advised it could be painted, however, the manufacturer would not warranty the product since the color is baked on and spray paint would chalk and chip in three to five years. Chairperson Ritz explained the Board's decision was only a recommendation, and the applicant (property owner) could appeal to Council. Staff confirmed the Board would not make a recommendation to Council since the reviews stop with the Planning Board, but the property owner could go through the appeal process on the Board's decision. Assistant City Attorney Lindsay advised the appeal would have to occur within 15 days. She also stated if the Board did not act within 31 days from the date of submission, such plans were deemed to be approved. The Board needed to be clear on what it was actually telling this applicant, so the applicant knew it has appeal rights.

**Board Member Powell made a motion to deny; it died for lack of a second. Assistant City Attorney Lindsay stated since the Board had a 2 to 2 decision which would mean the request was denied, she did not know if that were really clear in our ordinance, but it was in the ordinance that if the Board failed to act on an application within 31 days of submission, it was deemed approved; there could be an argument that the Board did not really act since it was a tie.**

Chairperson Ritz restated that because there was a tie and there was confusion, if the Board did nothing, it was approved. In this case, it could be construed in the applicant's favor to continue forward. **Board Member Powell left the meeting, therefore, there was no quorum, and the Board could no longer transact official business, however, it**

**did have a vote which was concluded in a particular fashion that would stay as described. The Board voted and it was a 2 to 2 tie. It would now be up to the applicant to appeal this decision before Council since these types of applications stop with the Board, and it becomes an appeal process.**

Assistant City Attorney Lindsay advised the appeal rights state: any person or any property interests substantially affected by the decision of the Board may within 15 days thereafter apply to the City Council for review of the Board's decision. A written notice shall be filed with the City Clerk requesting the Council to review said decision. **Essentially the burden is to provide the written notice to the City Clerk within 15 days requesting Council to review. When that review will happen will be determined by the Clerk's schedule for meetings.**

It was clarified the applicant was not required to get a meeting within 31 days, but the property owner should get advice on the particular Code provision, and that person could contact the Assistant City Attorney for that specific Code provision if they needed it. **Regarding the 31 days, Assistant City Attorney Lindsay explained if the applicant applied for this review and there was no response within 31 days, you could consider it approved and not be concerned with the appeal to Council. If acted upon here, if that action is interpreted as nonconclusive, perhaps the property owners could argue they consider it approved. She suggested the lawyer for the property owner take the more conservative approach and file with the Council, but she could not speak for the lawyer or property owner.**

The Board then discussed the panel materials.

### **3. Tree Ordinance Amendments - Section 12-6-6 (8) Land Development Code**

At the City Council meeting held on February 25, 2021, Councilperson Brahier sponsored an amendment to the LDC for Section 12-6-6 (8) which would include protection of the dripline of heritage trees. These proposed amendments encompass the circumstance where there is a lot split for single family and duplex use; stating that the "land" shall be evaluated to determine whether a lot split will have a negative effect on any sensitive protected natural resource, including but not limited to heritage trees.

Chairperson Ritz advised the proposed amendment gave a definitive placement, and he had no issue with placing the text in the Tree Ordinance. Board Member Grundhoefer referred to the language that the arborist assigned by the City would review the situation to determine if the tree would be affected by a lot split; development would not be stopped if the owner wanted to split the lot and wanted to mitigate the tree and/or dripline; Chairperson Ritz explained that was still in place. Board Member Grundhoefer stated the language did not make it any tougher or weaker. Assistant City Attorney Lindsay advised there was also another provision in the Code which allowed the Building Official to direct that another site plan be reviewed if a heritage tree would be sacrificed as a result of the split. The development plan would not be approved if another reasonable plan was available to protect the tree. Chairperson Ritz indicated the language might give a better prospective of what was involved – not just the trunk or visible roots but included the dripline and the canopy.

**Board Member Larson made a motion for approval, seconded by Board Member Powell, and it carried unanimously.**

### **4. Hostetter LTU 1715 E. Gonzales Street**

Margaret Hostetter has requested a License to Use for three existing rock/gravel parking

spaces located in the City right-of-way at 1715 E. Gonzales Street. The parking spaces are currently serving an RV garage and apartment building. A Notice of Violation was received from the Inspections Department because the parking spaces were installed without permits, and currently there is no LTU from the City. Ms. Hostetter went before the Magistrate Judge for a Code Enforcement hearing at which time her claim to continue using the existing parking area was denied. The request had been routed through various City departments and utility providers, and comments were provided to the Board.

Chairperson Ritz explained he was around four blocks from this location and was familiar with the area; the claim before the Code Enforcement authority had been denied. He pointed out several years ago, the City had an ordinance which was written to prevent jumping curbs to park in the right-of-way, and these three parking spaces are within the City right-of-way. He asked why there were so many parking spaces for a home in East Hill, and he discovered they were for two Airbnbs which advised knowing the rules and laws of the jurisdiction involved. For parking, the information stated to ensure you relay parking rules to your building and your guests (talking to the host); he noted that at least Airbnb had realized the rule of law needed to be followed. Since this was not proper, the applicant was requesting an LTU.

Ms. Hostetter addressed the Board and stated she did not reside on the premises, but the two residences were on one lot and shared the parking, and this was the case with the RV garage with the attached apartment since 2012; both properties were rented as short-term rentals. She pointed out the zoning and use was residential. She explained the parking could be accessed without jumping the curb but accessing the parking on the driveway at the curb cut for the original house. She had elected to pursue the LTU. She believed the complaint from the neighbor was in retaliation for lights shining into his house. Chairperson Ritz advised the Board was determining whether the parking was a violation and not whether it bothered the neighbors. Ms. Hostetter explained jumping the curb was the real issue. It was determined the recommendation of the Planning Board would be on the June 17, 2021 Council agenda.

Board Member Grundhoefer pointed out the Board would not vote on whether or not residents jumped a curb but was looking at the whole issue of parking. Ms. Hostetter indicated the parking arrangement allowed for five cars to be parked in a shared parking driveway without having to juggle one car for another to move. Board Member Grundhoefer offered that the parking was set up like a commercial development and did not meet parking requirements for driveways and parking spaces; although one might be able to maneuver vehicles in and out, it did not comply in that sense. The single driveway did not align with the RV garage, and they had missed an opportunity to have a wider conforming driveway in East Hill. He explained an LTU would allow them to do what they were doing now with angle parking and bumpers in the right-of-way which he objected to. Chairperson Ritz indicated historically this Board had viewed this the same way. Board Member Grundhoefer stated it could be a double driveway with a complying curb cut which would allow parking for six vehicles which would be the nature of a residential driveway; he explained we do not have parking lots in residential front yards. He would rather the applicant return with a plan for a residential driveway. Ms. Hostetter advised she would be happy to remove the bumpers, but they helped drivers align their vehicles. Chairperson Ritz explained no LTUs had been granted by the Board for residential uses, but they did exist for commercial and residential; the Board had only granted commercial LTUs.

Mr. Gaile advised he lives next door to the property and had chosen to live in East Hill for its charm and history. He also advised he had not made a complaint, but when the

Engineering Department came to inspect his pavers, they had observed the neighbor's driveway and stated it was not right. He stated the look of the property in question had the appearance of a commercial enterprise with parking stations; it is commercially oriented and not in harmony with residential standards. He pointed out car headlights point directly to his porch, living room and extend into the property to the left.

Mr. Moore, husband of Ms. Hostetter, stated this was a residential activity. He pointed out the neighbors park in the swell, and they should also be required to have an LTU to park in the swell. He advised according to the State, any zoning district can have vacation rentals.

Chairperson Ritz advised that 24' was the maximum driveway width allowed which was a double car driveway. Board Member Grundhoefer suggested the applicant apply for a permit for a double car driveway for the property and not apply for an LTU.

Ms. Cannington stated she had lived in that neighborhood and was there when the garage apartment was constructed and assumed the City had not meant for the structure to become a multiuse residential rental operation with the number of vehicles in the front parking lot. She was also experiencing car lights shining into her residence. If there was an option for slanted parking not coming into that parking lot, it would be great. If an LTU was granted, it would be great if people using the park could also use that parking lot. It was a daily frustration to witness how the short-term lease tenants tried to figure out how to park in that lot. As long as lights were not shining into her residence and there was a safe concern for everyone to enjoy the park as well, she did not have a problem.

**Board Member Grundhoefer made a motion to deny the LTU, seconded by Board Member Powell, and it carried unanimously.**

(The Board returned to the first item 401 E. Chase St.)

**Open Forum** – None

**Discussion** – None

**Adjournment** – With no further business, Chairperson Ritz thanked the Board for its patience and adjourned the meeting at 3:58 pm.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary to the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 21-00490

City Council

6/17/2021

---

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Jared Moore

**SUBJECT:**

APPOINTMENTS - PLANNING BOARD

### **RECOMMENDATION:**

That City Council appoint seven (7) individuals, one of whom is a Licensed Florida Architect, to the Planning Board for a term of two years, expiring July 14, 2023.

**HEARING REQUIRED:** No Hearing Required

### **SUMMARY:**

This Board advises the City Council concerning the preparation, adoption, and amendment of the Comprehensive Plan; reviews and recommends to Council ordinances designed to promote orderly development as set forth in the Comprehensive Plan; hears applications and submits recommendations to Council on the following land use matters: proposed zoning changes, proposed amendments to zoning ordinance, proposed subdivision plats, proposed street/alley vacations. The Board initiates studies on the location, conditions, and adequacy of specific facilities of the area, i.e. housing, parks, and public buildings. The Board schedules and conducts public meetings and hearings pertaining to land development.

The following have been nominated or are incumbents that wish to be considered for reappointment:

### **Nominee**

### **Nominated by**

#### **Member**

Danny Grundhoefer  
Kurt Larson  
Brandon McFarren  
Charletha Powell  
Eladies Sampson  
Myra Van Hoose  
Bianca Villegas

Incumbent  
Incumbent  
Moore  
Incumbent  
Incumbent  
Hill  
Broughton, Hill, Myers

### **Licensed Florida Architect**

Paul Ritz

Incumbent

**PRIOR ACTION:**

City Council appoints members to this board on a biennial basis.

**FUNDING:**

Budget: N/A

Actual: N/A

**FINANCIAL IMPACT:**

None.

**STAFF CONTACT:**

Ericka L. Burnett, City Clerk

**ATTACHMENTS:**

- 1) Member List
- 2) Application of Interest - Danny Grundhoefer
- 3) Application of Interest - Kurt Larson
- 4) Resume - Kurt Larson
- 5) Nomination Form - Brandon McFarren
- 6) Application of Interest - Brandon McFarren
- 7) Application of Interest - Charletha Powell
- 8) Application of Interest - Paul Ritz
- 9) Resume - Paul Ritz
- 10) Application of Interest - Eladies Sampson
- 11) Nomination Form - Myra Van Hoose
- 12) Application of Interest - Myra Van Hoose
- 13) Resume - Myra Van Hoose
- 14) Nomination Forms - Bianca Villegas
- 15) Application of Interest - Bianca Villegas
- 16) Ballots

**PRESENTATION:** No

## Planning Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Grundhoefer, Danny	Architect	Council	1	2021	7/14/2021	5/12/2016	2	
Larson, Kurt	Fire prevention	Council	4	2021	7/14/2021	6/23/2011	2	
Murphy, Laurie	Stormwater Consultant	Council	0	2021	7/14/2021	1/17/2019	2	
Powell (Dr.), Charletha D.	Asst. School Administrato	Council	0	2021	7/14/2021	7/18/2019	2	
Ritz, Paul	Architect	Council	8	2021	7/14/2021	6/23/2005	2	
Sampson, Eladies P.		Council	0	2021	7/14/2021	7/18/2019	2	
Wiggins, Ryan N.	Political Meda Consultant	Council	0	2021	7/14/2021	10/11/2018	2	

Term Length: TWO YEAR TERMS

COMPOSED OF SEVEN (7) MEMBERS APPOINTED BY CITY COUNCIL . ONE APPOINTEE SHALL BE A LICENSED FLORIDA ARCHITECT. ALL MEMBERS SHALL BE RESIDENTS OR PROPERTY OWNERS OF THE CITY.

## Ericka Burnett

---

**From:** noreply@civicplus.com  
**Sent:** Thursday, April 29, 2021 3:06 PM  
**To:** Ericka Burnett; Robyn Tice  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - Mayoral Appointment

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

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

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

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

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

---

(Section Break)

---

#### Personal Information

---

Name	Daniel Grundhoefer, AIA
------	-------------------------

---

Home Address	2020 E. Maxwell Street, Pensacola, FL 32503
--------------	---

---

Business Address	400 W. Romana St. Pensacola, FL 32502
------------------	---------------------------------------

---

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

---

Preferred Contact Phone Number(s)	8504335575
-----------------------------------	------------

---

Email Address	<a href="mailto:dgrundhoefer@ggarchitects.com">dgrundhoefer@ggarchitects.com</a>
---------------	--

---

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

---

(Section Break)

---

#### Details

---

Are you a City resident?	Yes
If yes, which district?	4
If yes, how long have you been a City resident?	34 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Planning Board
Please list the reasons for your interest in this position:	To continue my service to the city as an architect on the Planning Board
Do you currently serve on a board?	Yes
If yes, which board(s)?	Planning Board
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A
(Section Break)	
Diversity <i>In order to encourage diversity in selections of members of government committees, the following information is required by Florida Statute 760.80 for some committees.</i>	
Gender	Male
Race	Caucasian
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

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

## Ericka Burnett

---

**From:** noreply@civicplus.com  
**Sent:** Thursday, April 29, 2021 4:18 PM  
**To:** Ericka Burnett; Robyn Tice  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

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

---

(Section Break)

---

#### Personal Information

---

Name	Kurt Larson
------	-------------

---

Home Address	2225 Inverness Drive
--------------	----------------------

---

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

---

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

---

Preferred Contact Phone Number(s)	850-723-7200
-----------------------------------	--------------

---

Email Address	<a href="mailto:kurt@fire-help.org">kurt@fire-help.org</a>
---------------	--

---

Upload Resume (optional)	<a href="#">KPLarson Resume 2021 Lake Tech.pdf</a>
--------------------------	--

---

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 3

If yes, how long have you been a City resident? 23 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Planning Board

Please list the reasons for your interest in this position: Continuing to set the bar high for the future of Pensacola

Do you currently serve on a board? Yes

If yes, which board(s)? Planning

Do you currently hold a public office? No

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

Would you be willing to resign your current office for the appointment you now seek? Yes

(Section Break)

Diversity

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

Gender Male

Race Caucasian

Physically Disabled No

(Section Break)

Acknowledgement of Terms      I accept these terms.

---

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

## DIRECTOR OF RESEARCH, BUSINESS PRACTICES, AND COACHING

Accomplished, resourceful, and dynamic leader with extensive experience in business and organization development safety programs, and public safety management. Strong knowledge of accreditation and adaptive technologies, leadership, technology transfer, and other matters concerning public safety service delivery. Demonstrated ability to address complex and sensitive administrative issues, and effectively exchange ideas and information to a diverse population. Extraordinary organizer and the ability to prioritize the workload to meet tight deadlines. Dedicated, positive “Can Do” demeanor with an effective leadership style.

### **Core Competencies:**

- |                                       |                                 |
|---------------------------------------|---------------------------------|
| ✓ Team Leader & Trainer               | ✓ Strategic Research Planning   |
| ✓ Institutional Policies & Compliance | ✓ Risk Management               |
| ✓ Cost and Schedule Management        | ✓ Proposal & Project Management |
| ✓ Public/Client Relations             | ✓ Team Facilitation             |

### EXPERIENCE HIGHLIGHTS & ACHIEVEMENTS

PENSACOLA FIRE ACADEMY/GEORGE STONE TECHNICAL COLLEGE in Pensacola, FL

2016-present

**PROGRAM COORDINATOR** 2018 - present

**ADJUNCT INSTRUCTOR** 2016 - 2018

The Program Coordinator is responsible for all aspects of the programs. With the responsibility to create a team environment, the Coordinator ensures the availability of quality learning opportunities for students.

- Responsible for teaching, curriculum development, instructor assignment, course scheduling, and program review, student learning outcomes assessment, student advising and scheduling, professional development, institutional service, community service, and community relations.
- Coordinated purchases of supplies and repairs of materiel and equipment.
- Coordinated review and implementation of course materials.
- Established and maintained student behavioral standards. Prepared progress reports and documentation for complete records as required by law and college policy. Communicated with students through conferences to discuss student's progress and interpret the school program. Participated in curriculum development programs and in faculty meetings. Researched and created an effective environment for learning through a variety of techniques and strategies.

#### **Key Projects and Impact:**

- Coordinated the Rapid Response Grant program's assessment, implementation and purchasing. The \$261,000 grant provided for the purchasing of additional mannequins, an ambulance simulator, and additional EMS equipment while providing funding for student tuition for the entire program Fire & EMT.

FL INSTITUTE OF RESEARCH & EDUCATION in Pensacola, FL

2004 – 2020

*A public safety/healthcare consulting institute.*

**DIRECTOR OF RESEARCH** (2004 – 2020), **NATIONAL SPEAKER** (2010 – 2020)

Evaluate fire and emergency service, business and non-profits for service improvements, development of policies and procedures, organizational structure, promotion/staffing issues, and accreditation modeling. Act as an information source and coach in various capacities to improve services provided to an effected community. Provide agencies with assistance in fire and/or personnel investigations, on-the-job training, Federal and OSHA compliance & code review as well as

accreditation documentation. Provide leadership and vision for increasing the organizational capability through accreditation programs and training by working with principals, project directors, collaborators, and other agencies to identify potential areas of development.

Actively collaborated with researchers to remain engaged and aware of interests and needs. Reviewed proposal packages to verify compliance with policies, applicable laws and regulations, and certifications. Facilitated effective internal review of client operations, recommended changes to increase effectiveness and accountability.

***Key Projects and Impact:***

- Developed strategic planning processes, including cost containment, equipment replacement, and standardization. Cost savings to the organization of 8% of total budget.
- Recruited, interviewed, hired, trained, developed, motivated, and evaluated new and existing employees responsible for maintaining operations and attaining reachable goals. Resulted in turnover rate from 30% to 5%.
- Coordinated database management program which improved the speed of information retrieval necessary for effective and efficient decision making. Increased program participation by 72% in first six months.
- Coordinated and applied fundamental practices and developed approaches to issues facing individual and groups through knowledge of policy, organization, mission and values. Increased client satisfaction ratings by 20% in first year, climbing to level rating of 93<sup>rd</sup> percentile over the next five years.
- Developed and implemented a fire prevention self-inspection program for community/fire department interaction which resulted in cost savings of 7% in first year. Improved voluntary compliance by 28%.
- Developed training seminars with emphasis placed on client interaction and audience participation. Seminar attendance ranging from 50 to 40,000.
- Author of *Frontline Heroes – A Story of Saving Lives* published by Fire Starter Publishing. The book is a leadership tool empowering individuals and organizations to strive and reach their goals.
- Editorial Staff for *Fundamentals of Fire Fighter Skills* 1<sup>st</sup> Edition published by Jones and Bartlett Publishers in 2004.
- Development Team for *Officer Development Handbook* published by the International Association of Fire Chiefs Foundation.
- Author for Multimedia Applications of *Fire Service Instructor* 1<sup>st</sup> Edition published by Jones and Bartlett Publishers in 2009.
- Editorial Staff for *Hazardous Materials Chemistry*, 6<sup>th</sup> Edition published by Brady Publishers in 2013.

SKYLINE FIRE RESCUE in Milton, FL

2008 – 2019

**VOLUNTEER** – Various Positions

Work with the operational readiness of the agency. Ensured proper training and accountability. Developed and managed the department live fire program. Managed under the direction of the Fire Chief.

PENSACOLA STATE COLLEGE in Pensacola, FL

2001 – 2012

**ADJUNCT PROFESSOR** – Fire Science, EMS, Fire Academy, Homeland Security

Developed lesson plans and instructional materials and provided individualized and group instruction. Established and maintained student behavioral standards. Prepared progress reports and documentation for complete records as required by law and college policy. Communicated with students through conferences to discuss student's progress and interpret the school program. Participated in curriculum development programs and in faculty meetings. Researched and created an effective environment for learning through a variety of techniques and strategies.

***Key Projects and Impact:***

- Recognized as Instructor of the Year by the State of Florida in 2006.
- Acted as Director of Program for Fire Science and Fire Academy Programs during extended periods due to medical absence of Director.

NCOMMAND MANAGEMENT SOLUTIONS in Pensacola, FL

1995 – 2004

**SENIOR ANALYST**

Evaluate fire and emergency services for service improvements, development of policies and procedures, organizational structure and promotion/staffing issues. Act as an information source and coach in various capacities to improve services

provided to an effected community. Provide agencies with assistance in fire and/or personnel investigations, on-the-job training, and other specialized activities. Provide leadership and vision for increased funding support by working with principals, project directors, collaborators, and other agencies to identify potential sources of support. Assist with presentations to agencies while meeting tight deadlines.

CHERRYVALE FIRE DISTRICT in Boulder, CO

1994 – 1996

#### **FIRE CHIEF**

Supervised, Coordinated, and Managed the operational readiness of the agency. Ensured proper training and accountability and developed and managed the department budget. Performed as the CEO of the organization. Reported to the Board of Directors the financial impact of operations and fire loss statistics. Managed under the direction of the Board.

#### **Key Projects and Impact:**

- Reduced Commercial Risk Insurance Services (ISO) rating from 9 to 5, thereby saving property owners \$114 per year for each \$100,000 of property value.

PREVIOUS POSITIONS: **DEPUTY FIRE CHIEF** for WHEAT RIDGE FIRE DEPARTMENT 1988 – 1994, **TRAINING OFFICER, COMPANY OFFICER, FIREFIGHTER/PARAMEDIC** for WHEAT RIDGE FIRE DEPARTMENT 1982 – 1988, **CAST MEMBER** for UP WITH PEOPLE 1987 – 1988, **CONVENTION CAST PERFORMER** for UP WITH PEOPLE 1991-2001

### **EDUCATION & TECHNICAL SKILLS**

**MASTER OF SCIENCE IN SAFETY ENGINEERING, KENNEDY WESTERN UNIVERSITY**  
**BACHELOR OF SCIENCE IN COMMUNICATIONS ENGINEERING, KENNEDY WESTERN UNIVERSITY**  
**ASSOCIATES OF SCIENCE IN FIRE SCIENCE, RED ROCKS COLLEGE**

**TRAINING:** Executive Fire Officer – National Fire Academy 1996

**TECHNICAL SKILLS:** Macintosh and PC systems, A+ Training, Acrobat, Photoshop CS6, NFIRS Reporting, E911 Database, Microsoft Office Suite 2013, 2016 & 2019, Skyward, FOCUS

### **COMMUNITY INVOLVEMENT**

**Member:** City of Pensacola Planning Board 2011-2021

**Member:** Florida-Alabama Transportation Planning Organization Citizens Advisory Committee 2017-2021

**MEMBER:** Leadership Pensacola, LeaP Class of 2005, Leadership Pensacola Alumni Association 2008 – 2013 (Board President 2010 – 2011), Curriculum Chair 2009, Curriculum Chiar 2018, Curriculum Co-Chair 2008, Day Chair for classes on Economics 2006 & 2007, Healthcare, Education, & Technology 2012, and Military Impact on Community 2013, 2014, 2015, Leadership & Ethics 2015, Opening Retreat 2016 and 2017, Advisory Board 2016, 2017, 2018, 2019

**Member:** 33°, Scottish Rite of Freemasonry

**Member:** Inverness Homeowners Association Board 1999 – 2015 (President 2004 & 2005)

**Member:** Up With People Alumni Association (Colorado Chapter President 1993)

### **HONORS HIGHLIGHTS**

James MacClennan – Everyday Hero Award, Up With People Alumni Association 2002

**Fire Instructor of the Year – State of Florida 2006**

**Fellow (FIFirE)** – Institution of Fire Engineers 2014

**Chief Fire Officer Designation** – Center for Public Safety Excellence 2002

Fire Chief's Award – Wheat Ridge Fire Department 1989

---

**CERTIFICATIONS & DESIGNATIONS**

---

**FLORIDA BUREAU OF FIRE STANDARDS & TRAINING**

Certificate of Compliance

Fire Officer I

Instructor III

Live Fire Instructor II

**FLORIDA BUREAU OF EMERGENCY MEDICAL SERVICES**

Emergency Medical Technician

**CENTER FOR PUBLIC SAFETY EXCELLENCE**

Chief Fire Officer

Peer Reviewer

**INSTITUTION OF FIRE ENGINEERS**

Fellow

**FLORIDA LOCAL PROFESSIONAL TEACHER CERTIFICATION (FEAPS)**

Escambia County Florida

**CITY OF PENSACOLA, FLORIDA**

**NOMINATION FORM**

I, Jared Moore, do nominate Brandon McFarren  
(Nominee)

2114 Copley Dr (850) 698-6068  
(Home Address) (Phone)

(Business Address) (Phone)  
Bcmfarren8@gmail.com  
(Email Address) City Resident: ☒ YES NO  
Property Owner within the City: ☒ YES ☐ NO

for appointment by the City Council for the position of:

***MEMBER  
PLANNING BOARD  
(Two year term expiring 7/14/2023)***

Provide a brief description of nominee's qualifications:

Mr McFarren is a young professional that regularly travels to different communities  
around the country working with different Planning departments. He is a Leadership  
Pensacola (LeaP) graduate.

  
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

## Ericka Burnett

---

**From:** noreply@civicplus.com  
**Sent:** Friday, May 28, 2021 9:26 AM  
**To:** Ericka Burnett; Robyn Tice  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

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

---

(Section Break)

---

#### Personal Information

---

Name	Brandon McFarren
------	------------------

---

Home Address	2114 Copley Dr. Pensacola, FL 32503
--------------	--

---

Business Address	Field not completed.
------------------	----------------------

---

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

---

Preferred Contact Phone Number(s)	8506986068
-----------------------------------	------------

---

Email Address	<a href="mailto:bcmcfarren8@gmail.com">bcmcfarren8@gmail.com</a>
---------------	--

---

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

---

(Section Break)

---

Details

---

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

---

If yes, which district?	4
-------------------------	---

---

If yes, how long have you been a City resident?	10 years
---	----------

---

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

---

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

---

Board(s) of interest:	Planning Board
-----------------------	----------------

---

Please list the reasons for your interest in this position:	<ul style="list-style-type: none"><li>- Currently work as a developer for Catalyst Healthcare, so I have a good understanding of the development process, entitlements, etc.</li><li>- Experience developing projects in other parts of the state/country which can allow me to bring a different perspective to Pensacola. I believe I can bring value as it relates to this.</li><li>- I enjoy seeing the growth within Pensacola and would like to help continue this growth as part of this board.</li></ul>
---	--

---

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

---

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

---

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

---

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

---

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

---

(Section Break)

---

Diversity

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

---

Gender	Male
Race	Caucasian
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

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

## Ericka Burnett

---

**From:** noreply@civicplus.com  
**Sent:** Thursday, April 29, 2021 1:12 PM  
**To:** Ericka Burnett; Robyn Tice  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

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

---

(Section Break)

---

#### Personal Information

---

Name	Charletha Powell
------	------------------

---

Home Address	5910 Otter Point Rd
--------------	---------------------

---

Business Address	Field not completed.
------------------	----------------------

---

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

---

Preferred Contact Phone Number(s)	8505296778
-----------------------------------	------------

---

Email Address	<a href="mailto:Cddjd12@gmail.com">Cddjd12@gmail.com</a>
---------------	--

---

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

---

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	2
If yes, how long have you been a City resident?	7 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	City of Pensacola Planning Board
Please list the reasons for your interest in this position:	1. Commitment to the continued improvement of city services and facilities available to all residents. 2. Love of the city and the people I serve as a representative of their interest. 3. Being in service to the community
Do you currently serve on a board?	Yes
If yes, which board(s)?	Planning Board
Do you currently hold a public office?	No
If so, what office?	NA
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Female
Race	African-American

Physically Disabled	No
---------------------	----

---

(Section Break)

---

Acknowledgement of Terms	I accept these terms.
-----------------------------	-----------------------

---

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

**Ericka Burnett**

---

**From:** noreply@civicplus.com  
**Sent:** Friday, April 30, 2021 1:05 PM  
**To:** Ericka Burnett; Robyn Tice  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

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

---

(Section Break)

---

### Personal Information

---

Name	Paul Ritz
------	-----------

---

Home Address	1310 E. Gonzalez St. Pensacola, FL 32501
--------------	---

---

Business Address	40 S Palafox Place, Suite 201 Pensacola, FL 32502
------------------	--

---

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

---

Preferred Contact Phone Number(s)	8502069494
-----------------------------------	------------

---

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

---

Upload Resume  
(optional)

[Paul Ritz Resume 2021.pdf](#)

(Section Break)

#### Details

Are you a City resident? Yes

If yes, which district? 6

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

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Pensacola Planning Board

Please list the reasons for your interest in this position: I would like to be a part of the great progress that has been happening in the City. Making this wonderful City continue to be an excellent place to call home.

Do you currently serve on a board? Yes

If yes, which board(s)? Planning

Do you currently hold a public office? No

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

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

(Section Break)

#### Diversity

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

Gender Male

Race Caucasian

Physically Disabled	No
---------------------	----

---

(Section Break)

---

Acknowledgement of Terms	I accept these terms.
-----------------------------	-----------------------

---

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

## PAUL RITZ, RA, CGC, LEED AP BD+C

### ARCHITECT CONTRACTOR

**Education:** Master of Construction Management, 2017, Florida International University  
Bachelor of Architecture, 1991, University of Detroit

**Registrations:** Architect: Florida # 15571, Alabama # 5188; NCARB #55349; LEED Accredited Professional, 10380286 BD+C; State of Florida Certified General Contractor License # CGC 1505798

**Affiliations:** City of Pensacola Planning Council  
Affordable Housing Advisory Committee  
Mentor - Science Olympiad for Sacred Heart School, Pensacola

**Career Years:** Began architectural career in January 1992 in Pensacola, Florida.

**Honor Societies:**

<b>ΦΚΦ</b>	Phi Kappa Phi	Academic Honor Society (2017)
<b>ΣΛΧ</b>	Sigma Lambda Chi	International Construction Honor Society (2016)
<b>ΑΣΝ</b>	Alpha Sigma Nu	Honor Society of Jesuit Colleges & Universities (1990)
<b>ΤΣΔ</b>	Tau Sigma Delta	Honor Society in Art & Architecture (1990)

**Employment History:** 2020 - Present - DAG Architects, Pensacola, FL  
2003 – 2020 – Bullock Tice Associates, Inc., Pensacola, FL  
1991-2003 Caldwell Associates Architects, Inc., Pensacola, FL

**Experience:** Paul Ritz has over 26 years of architectural design experience in projects ranging from \$100,000 to \$40 million. He has managed a variety of projects through schematic design, design development, cost estimating, construction documents, and contract administration. He is also a licensed contractor in the State of Florida.

### Project Locations:

Paul has completed projects as the Architect of Record in Florida and Alabama

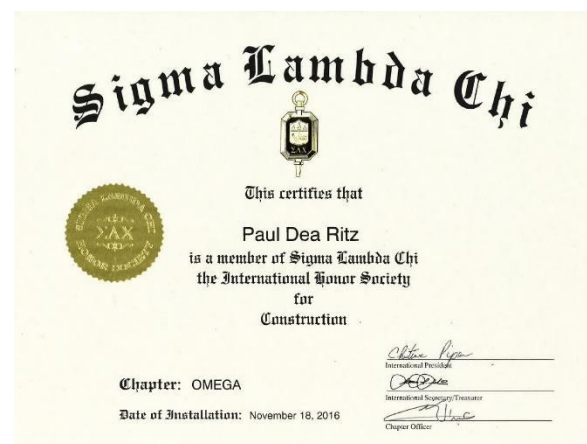
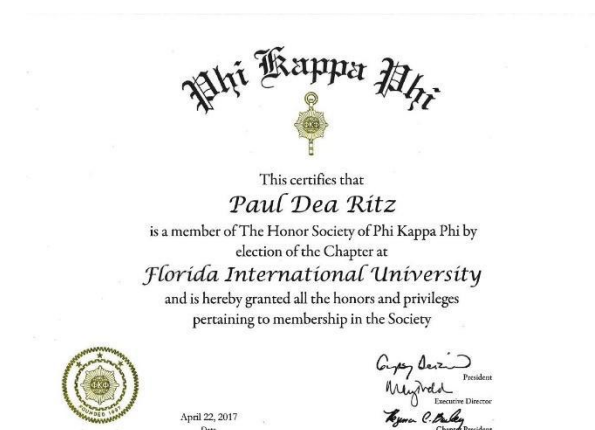
Paul has also completed projects as Project Manager in Georgia, South Carolina, and Mississippi

Paul has completed OCONUS projects for the United States Government in Guantanamo Bay, Cuba; Palanquero, Colombia; Caracas, Venezuela; Misawa, Japan; Camp Lemonier, Djibouti.

**Personal Note:**

I am thankful that the Pensacola City Council has placed their trust in me to serve on the Planning Board for several years. As Chairman in the previous term, I have worked to maintain orderly and beneficial meetings engaging the interests of all persons who come before the Board. My goal is to hear all sides of Planning Board issues, allow Citizens a chance to speak, and work for consensus amongst the Board members.

I believe Pensacola has had positive growth in the recent past. I am glad to have been a small part in the progressive momentum of this City. I ask for your continued support as a member of the Planning Board, and I will endeavor to keep Pensacola's evolving progress moving forward.



## Ericka Burnett

---

**From:** noreply@civicplus.com  
**Sent:** Thursday, May 20, 2021 3:39 PM  
**To:** Ericka Burnett; Robyn Tice  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

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

---

(Section Break)

---

#### Personal Information

---

Name	Eladies Sampson
------	-----------------

---

Home Address	6310 San Monica Rd Pensacola, Fl. 32504
--------------	--

---

Business Address	Field not completed.
------------------	----------------------

---

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

---

Preferred Contact Phone Number(s)	18505010717
-----------------------------------	-------------

---

Email Address	<a href="mailto:eladies@cox.net">eladies@cox.net</a>
---------------	--

---

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

---

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	1
If yes, how long have you been a City resident?	25 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	City Council Planning Board
Please list the reasons for your interest in this position:	To assist in maintaining the cities ordinance's and codes that continues to make Pensacola a safe and beautiful city that families and businesses would be proud to live and work in.
Do you currently serve on a board?	Yes
If yes, which board(s)?	City Council Planning board.
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Female
Race	African-American
Physically Disabled	No

(Section Break)

Acknowledgement of Terms      I accept these terms.

---

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

**CITY OF PENSACOLA, FLORIDA**

**NOMINATION FORM**

I, Ann Hill, do nominate Myra Van Hoose  
(Nominee)

2860 Inverness Ct 850-374-0408  
(Home Address) (Phone)

- -  
(Business Address) (Phone)

myra.van.hoose@bellsouth.net City Resident: YES NO  
(Email Address) Property Owner within the City: YES NO

for appointment by the City Council for the position of:

**MEMBER  
PLANNING BOARD  
(Two year term expiring 7/14/2023)**

Provide a brief description of nominee's qualifications:

Myra Van Hoose has used skills garnered as a former CPA at Arthur Andersen and Co., to benefit many non-profit entities, including United Way and the Chamber of Commerce. Happily calling Pensacola home now for the last seven years, she has volunteered with the Equity Project Alliance, Escambia Public Schools Foundation, the Pensacola Museum of Art and Impact100. She is Past President of the Institute for Women in Politics and a Director with the Monument for Women Veterans.

Ann Hill  
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

## Ericka Burnett

---

**From:** noreply@civicplus.com  
**Sent:** Monday, May 24, 2021 6:12 PM  
**To:** Ericka Burnett; Robyn Tice  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

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

---

(Section Break)

---

#### Personal Information

---

Name	Myra Van Hoose
------	----------------

---

Home Address	2860 Inverness Court Apt, Suite, Bldg. (optional)
--------------	--

---

Business Address	2860 Inverness Court Apt, Suite, Bldg. (optional)
------------------	--

---

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

---

Preferred Contact Phone Number(s)	18503740408
-----------------------------------	-------------

---

Email Address	<a href="mailto:myravanhoose@bellsouth.net">myravanhoose@bellsouth.net</a>
---------------	--

---

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

---

(Section Break)

---

#### Details

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

If yes, which district?	3
-------------------------	---

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

Do you own property within the City limits?	No
---	----

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

Board(s) of interest:	All
-----------------------	-----

Please list the reasons for your interest in this position:	Commitment to serving my community
---	------------------------------------

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

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

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

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

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

---

(Section Break)

---

#### Diversity

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

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

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

Physically Disabled	No
---------------------	----

---

(Section Break)

---

Acknowledgement of Terms	I accept these terms.
-----------------------------	-----------------------

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



## PROFILE

Making a difference is the mantra in the Van Hoose household and Myra has used her career skills to do just that. Accounting expertise, as a former CPA, honed at Arthur Andersen and Co., the largest accounting firm in the world at the time has been put to use at many non-profit entities, including United Way, The Chamber of Commerce, and as a founding member of the Community Foundation Northern Shenandoah Valley in Virginia. Myra's volunteer work has focused upon women in need – serving on the board of The Shelter for Abused Women in Winchester, Virginia, and volunteering for Eden House in New Orleans, a home for rescued trafficked women. Happily calling Pensacola home now for the last seven years, Myra continues to serve with organizations such as the anti-racism Equity Project Alliance, Escambia Public Schools Foundation, the Pensacola Museum of Art, Impact100, as Past President of the Institute for Women in Politics, as Vice President with PWA, and as a Director with the Monument for Women Veterans. Myra is a woman of faith and stays open to the path for which she is chosen, always committed to giving of her talents. Loving Human Connection is her goal, supporting the community as a catalyst for improvements wherever called.

Myra spends a little indoor time currently writing her second novel, reading, studying French, or experimenting in the kitchen and her outdoor time when she can get it, enjoying our lovely beaches, boating, or gardening strenuously in her backyard with the hope that the exercise will offset her fine dining habit.

## REFERENCES

Lots of good people! Please request!

## CONTACT

PHONE: 850.374.0408

EMAIL: [myravanhooose@gmail.com](mailto:myravanhooose@gmail.com)

# MYRA J. VAN HOOSE

## WORK EXPERIENCES

### Non-Profit

#### **Director of Donor Relations**

Monument to Women Veterans - Pensacola, FL  
Present

### Politics

#### **Founder**

ONEPAC – Pensacola, FL

#### **President/Executive Director**

The Institute for Women in Politics of Northwest Florida - Pensacola, FL,  
August 2016 to July 2020

#### **Campaign Manager**

U.S. Congress Florida District 1 – 2016, General Election

#### **Staff/Volunteer**

Various campaigns including School Board, County Commission, Governor, and US Senate

### Accounting

#### **Consultant**

Van Hoose Accounting – Winchester, VA and New Orleans, LA, 2000 to 2010

#### **Director of Internal Audit and Compliance Officer**

Valley Health System - Winchester, VA, 1997 to 2000

**Audit Manager** - Conemaugh Health System, Johnstown, PA

**Controller** – Chiles Offshore Inc – Houston, TX

**Auditor** – Arthur Andersen & Co. – Houston, TX

### Freelance Writing

Pensacola News Journal

Powerful Women of the Gulf Coast Magazine

New Orleans Living Magazine

## EDUCATION

### **Master's Certificate in Public Management**

Shenandoah University - Winchester, VA 1999

### **Bachelor's in Business Administration, Accounting Concentration, English and Psychology minors**

University of Houston - Houston, TX 1988

## ACHIEVEMENTS/CERTIFICATIONS

- Equity Project Alliance Member/Secretary 2020 – present
- Steering Committee, National Support for Women in Politics, 2021 - present
- Pensacola Women's Alliance 2020 – present
- Impact100 Member Education Committee 2019, Arts and Culture Committee 2020, 2021
- Greater Pensacola Chamber of Commerce Policy Committee 2019 – 2020, 2021 -
- Institute for Women in Politics Leadership Certification – 2019
- Chair, 19<sup>th</sup> Amendment Centennial Commission of NWFL – 2020
- Pensacola Citizens Academy Graduate – 2018
- Pensacola Museum of Art Guild Member, Treasurer 2016 – 2018
- Association of State Democratic Committees Best Practices Certified Trainer – 2018
- Steering Committee and Treasurer, Escambia Country Democratic Committee 2017 – 2019
- Escambia Country Education Foundation Accounting Consultant – 2017
- Louisiana Artworks, New Orleans, LA – Fundraising Campaign Chair/Board Member – 2008
- Elected Chair of Democratic Party, Frederick Co – 2003
- Shelter for Abused Women, Winchester, VA – Outstanding Fundraiser/Board – 2001
- Certified Public Accountant 1996

## OTHER SKILLS

- Public Speaking
- Microsoft Office, QuickBooks, Social Media
- Spanish

## Ericka Burnett

---

**From:** noreply@civicplus.com  
**Sent:** Monday, May 3, 2021 9:36 AM  
**To:** Ericka Burnett; Robyn Tice  
**Subject:** [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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

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

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

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

---

(Section Break)

---

#### Personal Information

---

Name	Bianca Bain Villegas
------	----------------------

---

Home Address	623 N Barcelona Street Pensacola, FL 32501
--------------	---

---

Business Address	Field not completed.
------------------	----------------------

---

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

---

Preferred Contact Phone Number(s)	(301)300-1980
-----------------------------------	---------------

---

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

---

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

---

(Section Break)

---

Details

---

Are you a City resident?      Yes

---

If yes, which district?      6

---

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

---

Do you own property within the City limits?      Yes

---

Are you a registered voter in the city?      Yes

---

Board(s) of interest:      Planning Board

---

Please list the reasons for your interest in this position:

-I hope to serve on this board to assist in continuing to make the necessary changes most beneficial to the city at large.

-I hope that my view, with strength in historic preservation, helps to aide the process of the board with old and new issues that face it.

-Although I greatly value the historic facet of our community, how we move forward in modern times during this renaissance of Pensacola is paramount to how it maintains its relevance and value in our region, state and country as America's First Settlement.

---

Do you currently serve on a board?      Yes

---

If yes, which board(s)?      Architectural Review Board

---

Do you currently hold a public office?      No

---

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

---

Would you be willing to resign your current office for the appointment you now seek?      Yes

---

(Section Break)

---

Diversity

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

---

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

---

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

---

Race	Other
------	-------

---

Physically Disabled	No
---------------------	----

---

(Section Break)

---

Acknowledgement of Terms	I accept these terms.
-----------------------------	-----------------------

---

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

**CITY OF PENSACOLA, FLORIDA**

**NOMINATION FORM**

I, Teniade' Broughton, do nominate Bianca Villegas  
(Nominee)

\_\_\_\_\_  
(Home Address) (Phone)

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

\_\_\_\_\_  
(Email Address) City Resident: ☒ YES NO  
Property Owner within the City: ☒ YES NO

for appointment by the City Council for the position of:

***MEMBER  
PLANNING BOARD  
(Two year term expiring 7/14/2023)***

Provide a brief description of nominee's qualifications:

Bianca Villegas is actively involved with the city in her work for CNAPP. She would make  
a great addition to the Planning Board.

Teniade' Broughton

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, Ann Hill, do nominate Bianca Villegas  
(Nominee)

623 N. Barcelonast 32501 301-300-1980  
(Home Address) (Phone)

(Business Address) (Phone)

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

for appointment by the City Council for the position of:

**MEMBER  
PLANNING BOARD  
(Two year term expiring 7/14/2023)**

Provide a brief description of nominee's qualifications:

Bianca Bain Villegas is a resident and homeowner in Historic North Hill and is an active member of the Preservation Association. She would like to bring her knowledge and love of historic architecture to the discussions by the Planning Board, which often takes up matters submitted by the ARB. She also holds a BA in Design from the Instituto Europeo di Design and offers the perfect balance of maintaining historic building integrity while addressing the needs of contemporary life.

Ann Hill  
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, Sherri Myers, do nominate Bianca Bain Villegas  
(Nominee)  
623 N. Barcelona Street (301) 300-1980  
(Home Address) (Phone)

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

for appointment by the City Council for the position of:

**MEMBER  
PLANNING BOARD  
(Two year term expiring 7/14/2023)**

Provide a brief description of nominee's qualifications:

Bianca is a professional in the field of design and currently  
serves on the Architectural Review Board (ARB) and  
as Vice President of the Council of Neighborhood Association  
Presidents of Pensacola (CNAPP).

Sherri 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.

Ericka L. Burnett, City Clerk

Ballot – **Planning Board**

June 17, 2021

*Two year term expiring July 14, 2023*

***Member***

\_\_\_\_\_ Danny Grundhoefer

\_\_\_\_\_ Kurt Larson

\_\_\_\_\_ Brandon McFarren

\_\_\_\_\_ Charletha Powell

\_\_\_\_\_ Eladies Sampson

\_\_\_\_\_ Myra Van Hoose

\_\_\_\_\_ Bianca Villegas

**Vote for Six**

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

Council Member

Ballot – **Planning Board**

June 17, 2021

*Two year term expiring July 14, 2023*

***Licensed Florida Architect***

\_\_\_\_\_ Paul Ritz

\_\_\_\_\_

**Vote for One**

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



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 21-00528

City Council

6/17/2021

---

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

CITY COUNCIL CONSENT TO THE MAYOR'S APPOINTMENT OF CLARK MERRITT AS PORT DIRECTOR FOR THE CITY OF PENSACOLA

**RECOMMENDATION:**

That City Council consent to the Mayor's appointment of Clark Merritt as Port Director of the City of Pensacola in accordance with the City Charter Section 4.01(a)(7).

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

City Charter Section 4.01 (a) (7) - Powers and Duties of the Mayor states:

(7) To appoint the head of each department, with the consent of the City Council by an affirmative vote of a majority of City Council Members.

With the recent retirement of Dick Barker, the Mayor has selected Amy Miller to fill the role of Deputy City Administrator - Administration & Enterprise, thus vacating the Port Director position. Clark Merritt has been with the City of Pensacola since 2012 and has served as the Sustainability Administrator and in 2013 moved to the Port of Pensacola as the Port Business Development Manager. In 2019, Clark was promoted to Deputy Port Director and has worked with the Port Director in the various daily operations at Port. Based on his qualifications, the Mayor presents for your consideration and consent, Clark Merritt as his appointee for the Port Director of the City of Pensacola.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Funding for this position is appropriated in the Port of Pensacola's budget.

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

6/8/2021

**STAFF CONTACT:**

Keith Wilkins, City Administrator

Amy Miller, Deputy City Administrator, Administration & Enterprise

**ATTACHMENTS:**

- 1) Clark Merritt Resume

**PRESENTATION:** Choose an item.

# M. Clark Merritt, Jr.

---

## PROFESSIONAL SUMMARY

A program management and business development professional with significant and broad based operational experience in, government, business, and military enterprises. Strong interpersonal skills, analytic problem solving capabilities and the ability to effectively interact and communicate at all levels of an organization, and, to meet the diverse demands of a fast paced operation or that of a customer.

**EDUCATION** University of Florida, Gainesville, Florida, Bachelor of Arts Degree in Political Science, 1988

## PROFESSIONAL EXPERTISE

**City of Pensacola, Florida**  
**Port of Pensacola**

*Deputy Port Director*

**Pensacola, Florida**

**October 2019 – Current**

Second in charge at the Port of Pensacola assisting the Port Director with all Enterprise activities and functions.

**City of Pensacola, Florida**  
**Port of Pensacola**

*Port Business Development Manager*

**Pensacola, Florida**

**December 2013 – September 2019**

Provided economic development leadership for the Port of Pensacola, one of only 15 deep-water ports in the State of Florida. Revamped the marketing strategy and traveled extensively in support of economic developments efforts for this City-owned enterprise.

- Directed all marketing efforts for the port coordinating with numerous outside economic development agencies including Florida West, Florida Great NW, and Chamber of Commerce's.
- Developed and implemented a revamped advertising and marketing plan to drive revenues and commerce to the port.
- Attended various trade events and traveled extensively to existing and potential customer locations as part of marketing outreach.
- Member of American Association of Port Authorities (AAPA) Maritime Economic Development Committee developing an industry-wide plan of implementation to increase trade and development.
- Member of the Florida Ports Council (FPC) Marketing Group made up of Florida's 15 deep water state Ports. Recommended and approved overall marketing efforts to support State of Florida Port outreach and marketing on an international basis.
- Member of a trade mission to Mexico with FPC to increase and drive new trade via maritime routes to Florida.
- Served as a key Port contact with local Chamber of Commerce, real estate brokers, utility providers, and other economic development authorities including Florida West, Enterprise Florida and Florida's Great Northwest.
- Extensive interaction with City Council and County Commissioners on Port of Pensacola economic development activities.

**City of Pensacola, Florida**  
**Office of the Mayor**

*Sustainability Administrator*

**Pensacola, Florida**

**July 2012 – January 2014**

Direct report to the Mayor of Pensacola coordinating economic development activities, sustainability initiatives, energy efficiency programs, and real estate development and redevelopment projects for the City of Pensacola, a municipal government. On behalf of the administration, conducted extensive outreach with local citizens and businesses, County, State, and Federal agencies, serving as the focal point for the City on matters related to economic development and opportunity.

- Key team member in the recruitment and expansion of businesses for the City of Pensacola including an international aerospace company, Maritime offshore oil support companies, and other local business expansions and start-ups.
- In depth understanding of Economic Development and other incentives available from the various levels of government and from the private sector. Directly interacted with companies guiding them through the incentive process.
- With vendor Siemens Industries, implemented the City's first ever \$2.5M energy savings performance-based contract that included a lighting and water retrofit for City facilities. Cost savings realized are utilized to pay for the program.

**U.S. House of Representatives  
Congressman Jeff Miller**

**Pensacola, Florida  
February 2011 – July 2012**

*District Senior Staff / Military and Veteran Affairs*

Immediately responsible to the Congressman as a key District Staff Member. Monitors and served as his grass roots representative for all district military and Veterans Affairs activities and issues. Responsible for one of the largest military and Veteran concentrations in America, including five major Air Force and Navy military installations, two major VA clinics, generating more than \$12.1 billion in defense-related economic impact by more than 35,000 military/federal employees and over 115,000 veterans.

- District staff member providing critical services for the proper functioning of the Congressional office.
- Liaison with all military commanding officers and other federal officials, local governments, Veteran Support groups, and other persons or groups to form effective relationships for the office.

**Merritt Government Consulting, LLC**

**April 2010 – February 2011**

*President / Lead Consultant*

Directed all efforts providing small and medium sized businesses with consulting, marketing, and teaming services in order to register for, compete, and win Federal Government contracts.

**Mpirical LLC Development/Property Management, Real Estate Development**

**April 2007 – October 2010**

*Vice President*

Directed all business areas for a commercial real estate development company including business development, marketing, financing, contracts, and HR functions for future and ongoing commercial developments. Managed four personnel.

- Extensive interaction with private owners and government officials \$45M commercial development.
- Managed budget cost centers in excess of \$1.2M annually for five separate LLC's and entered into business contracts and commercial leases for retail tenants in support of commercial real estate development and management.

**Lockheed Martin, Information Systems & Global Services, Pensacola, Florida**

**December 2001- April 2007**

*Program Manager*

Organized all Business Development activities to include customer visits, product demonstrations, capture of new business and proposal efforts across the United States and for International Military programs. Worked with all Lockheed Martin business units building strategic alliances, managing multiple contracts, and directly responsible for the Florida Panhandle region.

- Extensive nationwide travel to potential/existing DoD customers, trade shows, and pre- solicitation conferences supporting Lockheed Martin business development efforts--Classified and unclassified.
- Developed all presentations and completed numerous customer visits in the capture of new business opportunities both classified and unclassified. Capitalized on key interpersonal skills to build trusting and long-term relationships--resulted in the capture of over \$1M of contracts over eight months.

**Bradley Morris Inc. Military Career Placement Specialist**

**August 2000 – November 2001**

Military officer recruiter directly responsible for qualification and candidate preparation for hundreds of officers from all branches of the armed forces transitioning into the civilian work force. Targeted engineering and nuclear disciplines.

**Assistant Maintenance Officer, Jacksonville Florida, US Navy**

**1998 – 2000**

Second in command. Complete responsibility for production effort, budgetary management, safety, training, strategic goals, and personnel development for a \$234M aviation maintenance repair facility.

- Directed all administrative functions and evaluations for entire repair facility of over 800 personnel.

**US Navy Flight Demonstration Squadron (The BLUE ANGELS)**

**1995 – 1998**

*Aircraft Maintenance Officer / Air Show Ground Officer*

Leader of Blue Angels Aircraft Maintenance Department. Coordinated maintenance and all ground air show activities performing 72 annual air shows before 15+ million spectators across the United States.

**Air Test and Evaluation Squadron NINE, NAS Point Mugu, California**

**1992 – 1995**

**Strike Fighter Squadron EIGHT-TWO, NAS Cecil Field Jacksonville, Florida**

**1988 – 1992**

**CIVIC INVOLVEMENT**

Member Downtown Pensacola Rotary, Blue Angel Association Board member, Naval Aviation Museum Foundation Life member, Aerospace Maintenance Duty Officer Association, past service with Fiesta of Five Flags organization.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 21-00452

City Council

6/17/2021

---

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

REQUEST FOR LICENSE TO USE RIGHT OF WAY - 1715 E. GONZALEZ STREET

**RECOMMENDATION:**

That City Council consider the request for a License to Use Right of Way for a parking area at 1715 E. Gonzalez Street.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Margaret Hostetter is requesting approval for a License to Use for three (3) gravel parking spaces within the Right of Way in front of 1715 E. Gonzalez Street. The purpose of this request is to allow for a parking area to accommodate the two existing rental units/Airbnb.

On March 16, 2021, the applicant went before the City's Code Enforcement Authority based on a Code violation, citing Section 12-4-1 of the Land Development Code that was first noted by the City's Engineering Division in January of this year. Multiple other applicable City Code Sections were cited in the Notice of Violation (attached). The Special Magistrate Judge found the parking located in the right of way adjacent to the property to be in violation and gave the applicant until May 4, 2021 to correct the violation. The property owner is requesting approval of a license to use to address the violation.

On May 11, 2021, the Planning Board voted 4-0 to recommend denial of the request. Subsequent to the Planning Board review of the request, the Special Magistrate tabled the case until the July Code Enforcement Authority meeting in order to allow the applicant additional time to receive City Council review of the request.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

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

5/21/2021

**STAFF CONTACT:**

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

Sherry Morris, AICP, Planning Services Director

David Forte, Interim Director Public Works & Facilities Department - Capital Improvements Projects Manager

Steve Richards, Code Enforcement Administrator

**ATTACHMENTS:**

- 1) License to Use Right of Way Application
- 2) Code Enforcement Authority Minutes March 16, 2021
- 3) Planning Board Minutes May 11, 2021 DRAFT

**PRESENTATION:** No

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



**Residential License To Use**

Application Fee: \$500.00  
Rehearing/Rescheduling Fee: \$100.00  
Annual Fee: N/A  
Insurance Coverage: \$300,000.00



**Commercial License To Use**

Application Fee: (Minor) \$500.00  
(Major) \$1,000.00  
Rehearing/Rescheduling Fee: \$100.00  
Annual Fee: (Minor) \$500.00  
(Major) \$1,000.00  
Insurance Coverage: \$1,000,000.00



**Pensacola Neighborhood  
Challenge Grant**  
Application Fee: N/A

Applicant:

Margaret Hostetter

Applicant's Address:

328 E. Sunset Ave Pensacola 32507

Email:

MargaretHost2012@gmail.com

Phone: 850-512-7048

I, the undersigned applicant, understand that submittal of this application does not entitle me to approval of this License to use. I have received a copy of the applicable regulations and understand that I must be present on the date of the Planning Board and City Council meetings. In the case of the Pensacola Neighborhood Challenge Grant applications, I understand that this application will be considered during the execution of the contract and does not require further review from the Planning Board or City Council. If applicable, I understand a City Right-of-Way permit must be acquired from the City Engineering Department prior to any work commencing within the right-of-way.

Applicant's Signature:

Margaret Hostetter

Date:

April 9, 2021

**\*\* If License Agreement is for business use or a Pensacola Neighborhood Challenge Grant application, please see the reverse side for additional information \*\***

**Property information**

Property Owner:

Margaret Hostetter

Location Address:

Revocable Living Trust

Phone: 850-512-7048

Parcel ID #

1715 E. Gonzalez St. 32501

Purpose of Use of City Right-Of-Way:

00-05-00-9025-004-140

allow continuation of parking on the existing rock parking area in the City right of way. It has been there since before 2012 when we got a CO. for the RV garage + apartment was built.  
Please attach a map indicating the actual dimensions of the requested license.

**For Office Use Only**

District: \_\_\_\_\_

Zoning: \_\_\_\_\_

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

Case Number: \_\_\_\_\_

Annual Fee: \_\_\_\_\_

Planning Board date: \_\_\_\_\_

Recommendation: \_\_\_\_\_

Amount of Insurance Coverage: \_\_\_\_\_

City Council date: \_\_\_\_\_

Council Action: \_\_\_\_\_

**Planning Services**

222 W. Main Street \* Pensacola, Florida 32502  
(850) 435-1670

Mail to: P.O. Box 12910 \* Pensacola, Florida 32521

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

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

**(A) Application.**

- (1)** An application for license to use right-of-way must be submitted to the Planning Department at least twenty-one (21) days prior to the regularly scheduled meeting of the Planning Board.
- (2)** The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
- (3)** No application shall be considered complete until all of the following has been submitted:
  - (a)** The application shall be submitted on a form provided by the Board Secretary.
  - (b)** Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:
    1. Accurate site plan drawn to scale;
    2. Reason for license to use request.
- (4)** The applicant shall be required to pay an application fee according to the current schedule of fees established by the City Council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition.
- (5)** Any party may appear in person, by agent, or by attorney.
- (6)** Any application may be withdrawn prior to action of the Planning Board or City Council at the discretion of the applicant initiating the request upon written notice to the Board secretary.

**(B) Planning Board review and recommendation.** The community development department will distribute copies of the request for a license to use right-of-way to the appropriate city departments and public agencies for review and comment. Said departments shall submit written recommendations of approval, disapproval or suggested revisions, and reasons therefore, to the community development department. The Planning Board shall review the license to use right-of-way request and make a recommendation to the City Council.

- (1)** Public Notice for license to use right-of-way.
  - (a)** The community development department shall notify addresses within a three hundred-foot radius, as identified by the current Escambia County tax roll maps, of the right-of-way proposed to be licensed with a public notice by post card at least five (5) days prior to the Board meeting. The public notice shall state the date, time, and place of the Board meeting.

**(C) City Council review and action.** The Planning Board recommendation shall be forwarded to the City Council for review and action.

- (1)** Notice and hearing. The community development department shall notify addresses within a three hundred-foot radius, as identified on the Escambia County tax roll maps, of the right-of-way proposed to be licensed with a public notice by post card at least five (5) days prior to the Council meeting. The public notice shall state the date, time, and place of the Council meeting.
- (2)** Action. The City Council shall approve, approve with modifications, or deny the license to use right-of-way request. If the request is approved by City Council, a license to use agreement will be drawn, at which time the license becomes effective upon execution by the applicant and the City and payment by the applicant of any required fee.

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

**Corporation:**

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

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

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

Name & Title – \_\_\_\_\_

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

**Limited Liability Company (LLC):**

Full legal name of company: \_\_\_\_\_

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

Managing Member or member: \_\_\_\_\_

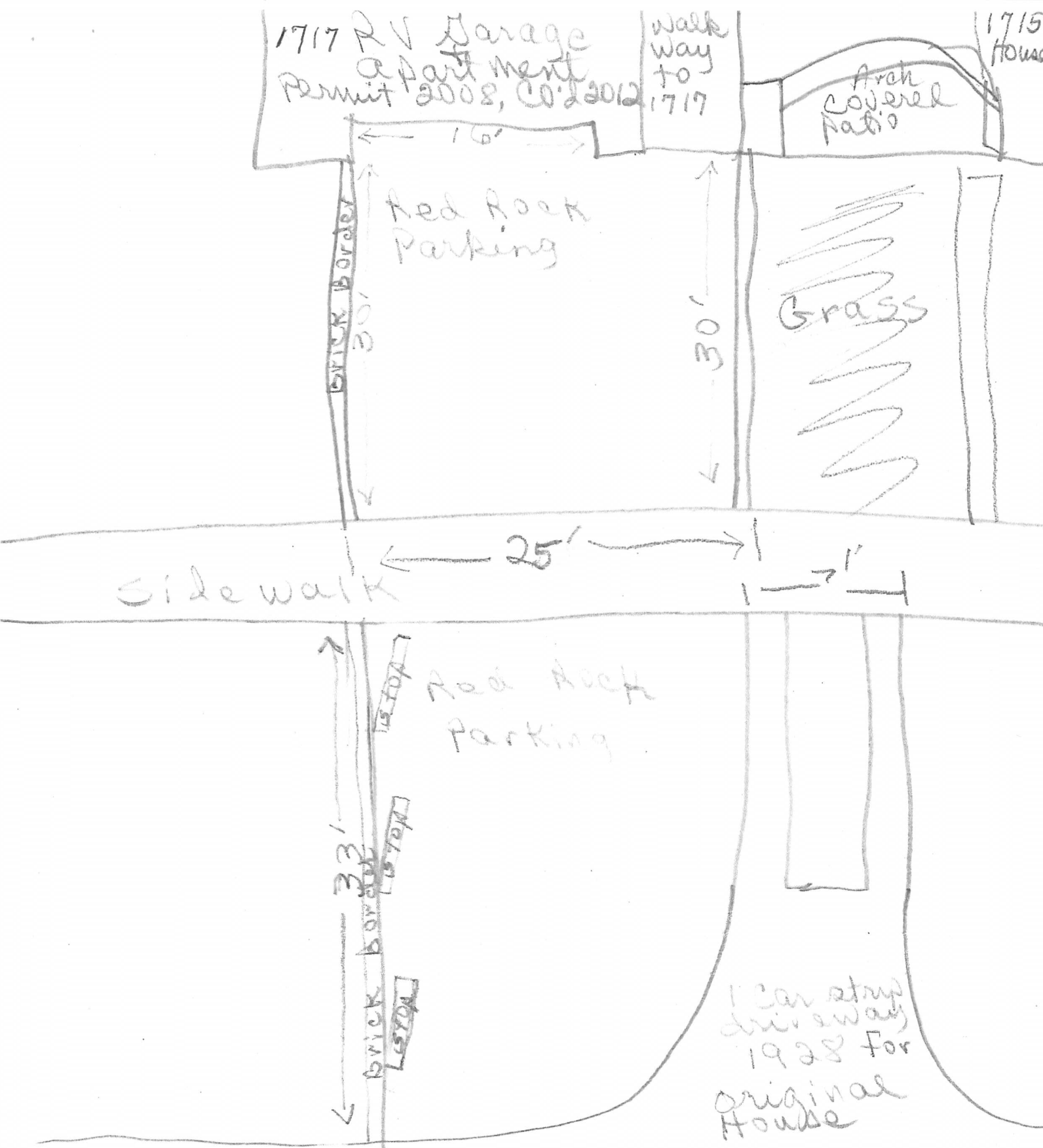
Name & Title – \_\_\_\_\_

***Planning Services***

***222 W. Main Street \* Pensacola, Florida 32502***

***(850) 435-1670***

***Mail to: P.O. Box 12910 \* Pensacola, Florida 32521***



E. Gonzalez St.

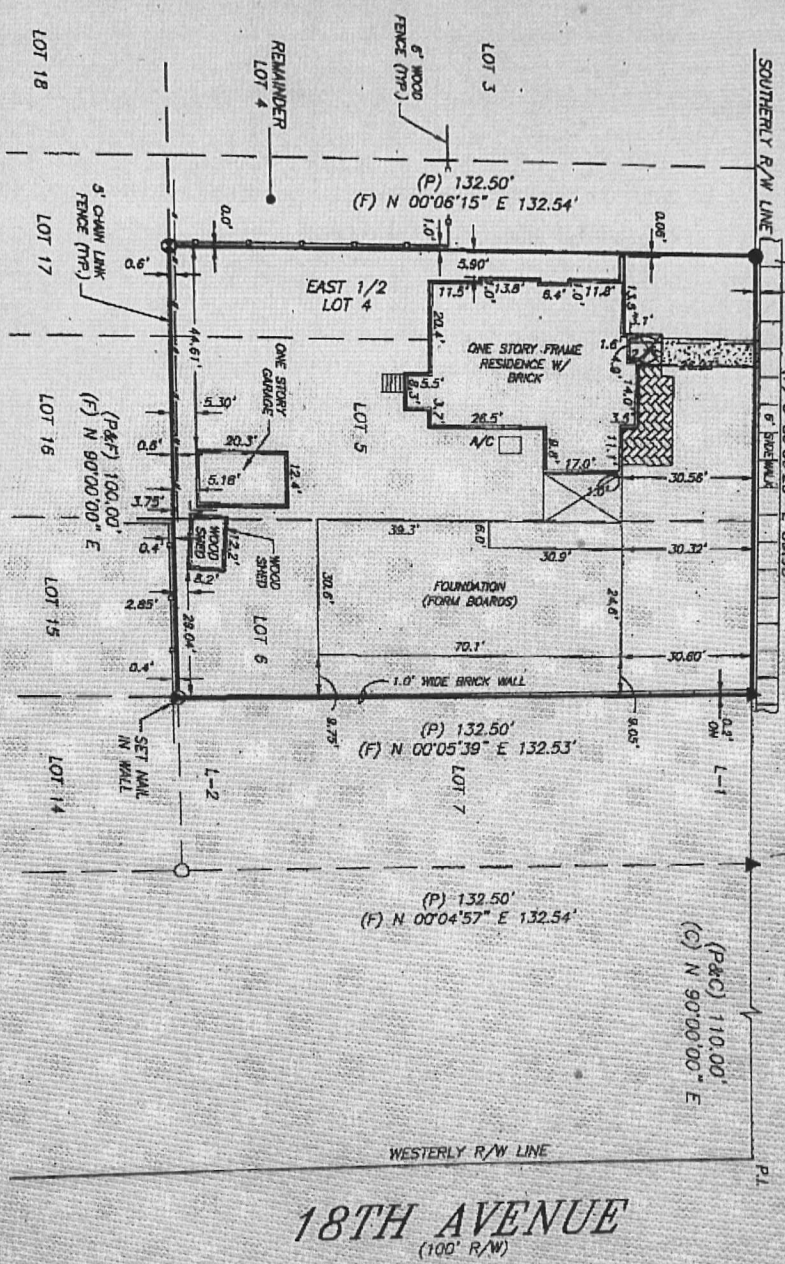
1715 E. Gonzalez St



# CONZALEZ STREET

(100' R/W)

BASE BEARINGS:  
(ASSUMED) N 90°00'00" E  
(P) 140.00' (F) 139.95'



LINE TABLE	
L-1	(P) 140.00'
	(F) N 89°59'28" E 39.97'
	(P) 140.00'
L-2	(F) S 89°59'28" E 40.00'

ROAD LEGEND	
●	SPR 5/8" (P&B)
○	SET NAIL
●	FR 1/2" NO L.D./
○	RP 1"
▲	FOUND NAIL

## 18TH AVENUE

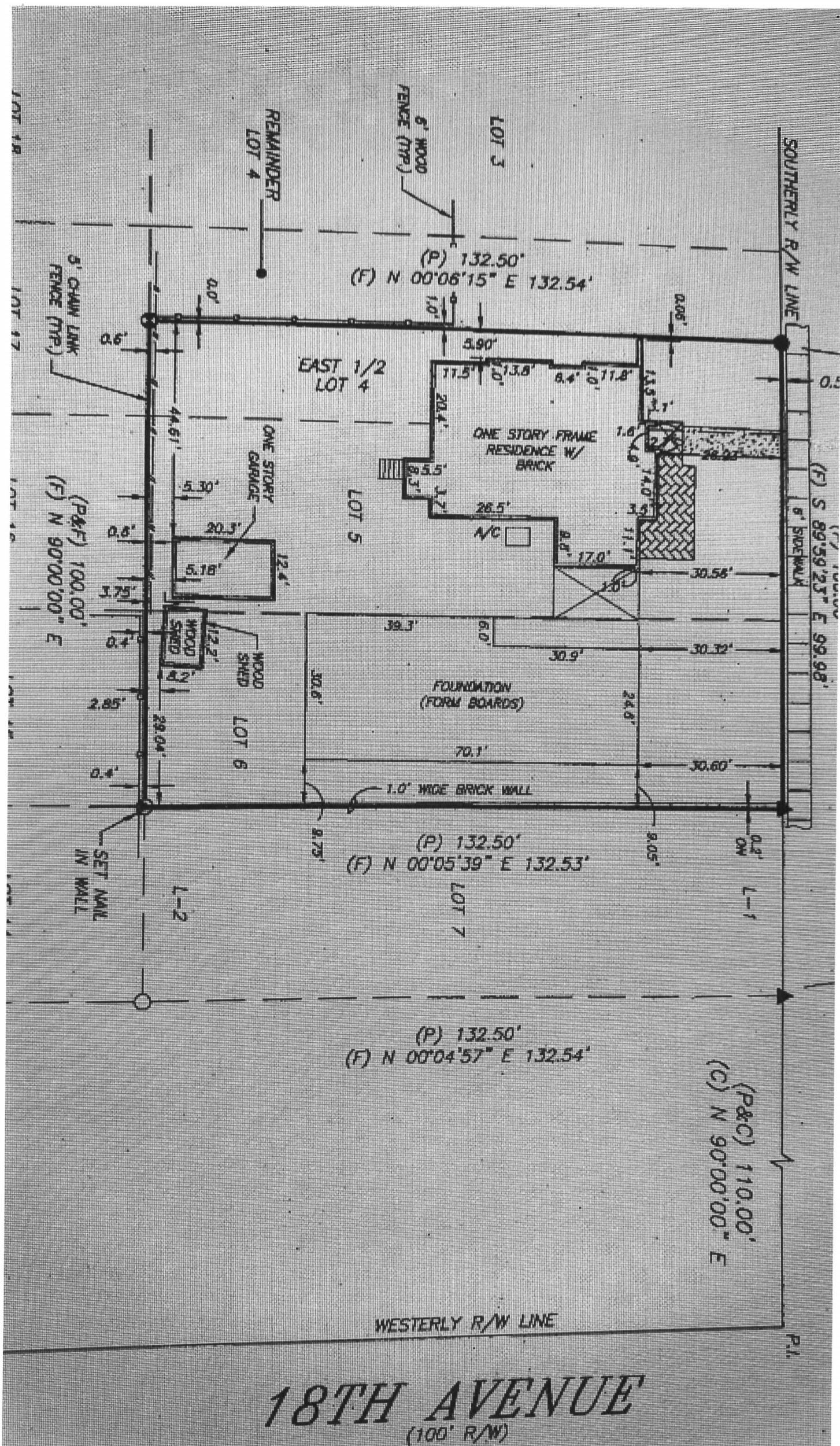
(100' R/W)

**L.E. SHONTZ**  
AND ASSOCIATES, INC.  
LAND SURVEYING AND LAND PLANNING  
1715 E. GONZALEZ STREET  
MIAMI, FLORIDA 33132  
TEL: 305-555-1234  
FAX: 305-555-5678  
DRAWING NO: 02-13082

THIS SURVEY WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF FLORIDA. I HAVE PERSONALLY CONDUCTED THE SURVEY AND HAVE BEEN AWARE OF THE FACTS AND CIRCUMSTANCES SURROUNDING THE SAME. I HAVE BEEN AWARE OF THE FACTS AND CIRCUMSTANCES SURROUNDING THE SAME. I HAVE BEEN AWARE OF THE FACTS AND CIRCUMSTANCES SURROUNDING THE SAME.

- LEGEND**
- 1. LOT
  - 2. LOT
  - 3. LOT
  - 4. LOT
  - 5. LOT
  - 6. LOT
  - 7. LOT
  - 8. LOT
  - 9. LOT
  - 10. LOT
  - 11. LOT
  - 12. LOT
  - 13. LOT
  - 14. LOT
  - 15. LOT
  - 16. LOT
  - 17. LOT
  - 18. LOT

SECTION	2	TOWNSHIP	2-S	RANGE	20-W	COUNTY	ESC.
BASE OF BEARINGS (ASSUMED) N 90°00'00" E ALONG SOUTH R/W OF GONZALEZ ST.							
THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL RAISED SEAL & SIGNATURE OF A LICENSED SURVEYOR							
L.E. SHONTZ AND ASSOCIATES, INC. 1715 E. GONZALEZ STREET MIAMI, FLORIDA 33132 TEL: 305-555-1234 FAX: 305-555-5678 DRAWING NO: 02-13082							



# 18TH AVENUE

(100' R/W)



**CITY OF PENSACOLA  
CODE ENFORCEMENT AUTHORITY MINUTES  
MARCH 16, 2021 PUBLIC, QUASI-JUDICIAL HEARINGS**

**Present: Special Magistrate Judge**

Louis F. Ray, Jr.

**Present: Staff Members**

Steve Richards, Code Enforcement Administrator  
Joanna Walker, Administrative Officer  
Ricky Lewis, Code Enforcement Supervisor  
Jason Hendricks, Code Enforcement Officer  
Kevin Smith, Code Enforcement Officer  
Tom Lucia, Code Enforcement Officer  
Robbie Weekley, Inspections Supervisor  
Chris Mauldin, Engineering Specialist

**Respondent(s)/Representative(s)/Citizens**

Donna Goff  
Dennis Shea  
Margaret Hostetter  
Del Sherburne

- I. CALL TO ORDER 3:00 pm**
- II. PLEDGE OF ALLEGIANCE**
- III. ADMINISTRATION OF OATHS – Swearing in of City Staff and Respondents**
- IV. REQUEST TO APPROVE 3/6/21 MINUTES**
- V. REQUESTS TO FIND CODE VIOLATIONS**

- 1. Case # 21-053 501 North G St – Derrick & Terrie Racine – Jonathan Bilby  
MO/Building permits

Inspections Supervisor Robbie Weekley testified that staff requests to table the case until 4/6/21. Respondent(s) did not appear. The SMJ granted staff's request and tabled the case until 4/6/21.

- 2. Case # 21-068 1380 N Spring St – Richard & Elizabeth Sherrill – Chris Mauldin  
MO/Off-street parking space requirements

Engineering Specialist Chris Mauldin testified that staff requests to table the case until 4/6/21. The SMJ granted staff's request and tabled the case until 4/6/21.

- 3. Case # 21-067 1715 E Gonzalez St – Margaret Hostetter – Chris Mauldin  
MO/Off-street parking space requirements; Ancillary, temporary off-street parking; License to use right-of-way; Parking for certain use prohibited

Engineering Specialist Chris Mauldin testified that the cited code violation(s) first observed on - 1/18/21 still exist(s). Respondent(s) appeared and testified. The SMJ found the property and the respondent(s) in violation of the specified sections of the City Code and entered a standard Code Violation Order giving the respondent(s) until 5/4/21 to correct the violation(s) and providing in part for the subsequent assessment of a fine and filing of a lien against the respondent(s) and the property without further hearing or notice to the respondent(s) if the property is not timely brought into compliance.

4. Case # 21-069 1507 E Gonzalez St – Dennis Shea – Jason Hendricks  
MO/Nuisance

Officer Jason Hendricks testified that the cited code violation(s) first observed on 12/11/20 still exist(s). Respondent(s) appeared and testified. The SMJ tabled the case until 4/6/21.

5. Case # 21-074 719 Woodland Dr – Lloyd Tharpe – Jason Hendricks  
IPMC/Vacant structures and land; Window, skylight and door frames; Doors

Officer Jason Hendricks testified that the cited code violation(s) first observed on 11/25/20 still exist(s). Respondent(s) did not appear. The SMJ found the property and the respondent(s) in violation of the specified sections of the City Code and entered a standard Code Violation Order giving the respondent(s) until 4/6/21 to correct the violation(s) and providing in part for the subsequent assessment of a fine and filing of a lien against the respondent(s) and the property without further hearing or notice to the respondent(s) if the property is not timely brought into compliance.

6. Case # 21-072 6141 Walton St – Victor Mabire & Mexine May – Ricky Lewis  
MO/Nuisance  
IPMC/General; Exterior walls; Doors

Code Enforcement Supervisor Ricky Lewis testified that the cited code violation(s) first observed on 12/8/20 still exist(s). Respondent(s) did not appear. The SMJ found the property and the respondent(s) in violation of the specified sections of the City Code and entered a standard Code Violation Order giving the respondent(s) until 4/20/21 to correct the violation(s) and providing in part for the subsequent assessment of a fine and filing of a lien against the respondent(s) and the property without further hearing or notice to the respondent(s) if the property is not timely brought into compliance.

7. Case # 21-073 423 W Gregory St – Adelante Sherburne – Ricky Lewis  
MO/Nuisance  
IPMC/Parking and storage of major recreational equipment

Code Enforcement Supervisor Ricky Lewis testified that the cited code violation(s) first observed on 12/11/20 still exist(s). Respondent(s) appeared and testified. The SMJ found the property and the respondent(s) in violation of the specified sections of the City Code and entered a standard Code Violation Order giving the respondent(s) until 4/20/21 to correct the violation(s) and providing in part for the subsequent assessment of a fine and filing of a lien against the respondent(s) and the property without further hearing or notice to the respondent(s) if the property is not timely brought into compliance.

8. Case # 21-070 6312 Summer Cir – Christopher Koivu – Tom Lucia  
MO/Use of solid waste collection services required

Officer Tom Lucia testified that the cited code violation(s) first observed on 1/13/21 still exist(s). Respondent(s) did not appear. The SMJ found the property and the respondent(s) in violation of the specified sections of the City Code and entered a standard Code Violation Order giving the respondent(s) until 4/6/21 to correct the violation(s) and providing in part for the subsequent assessment of a fine and filing of a lien against the respondent(s) and the property without further hearing or notice to the respondent(s) if the property is not timely brought into compliance.

## **VI. REQUESTS TO ASSESS FINES**

1. Case # 21-056 1005 W Lloyd St – Jeremy Hicks – Jonathan Bilby  
MO/Building permits

Inspections Supervisor Robbie Weekley testified that the Respondent(s) did not bring the property into complete compliance by 3/16/21 as previously ordered by the SMJ and that one or more of the code violation(s) still exist(s). Respondent(s) did not appear. The SMJ assessed a fine of \$25.00 per day starting on 3/16/21 and continuing each and every day thereafter the violation continues to exist, that on or after 90 days, without further hearing or notice to the respondent(s), a lien for any and all unpaid fines and costs be filed in the public records of the County against the respondent(s) and the property.

## **VII. REQUESTS TO INCREASE FINES/LIENS**

## **VIII. UNFINISHED BUSINESS**

## **IX. REQUESTS TO REDUCE/RESCIND/CANCEL FINES/LIENS**

1. Case # 18-110 467 Woodbine Dr – Donna Goff – Ricky Lewis \$4,387.00

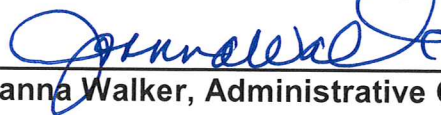
Officer Ricky Lewis testified to the history of the case and that staff has no objection to reducing the fines to approximate staff costs of \$500.00. The Respondent appeared and testified. The SMJ granted staff's recommendation and reduced the fines to zero (0) and assessed approximate staff costs of \$500.00.

## **X. ANY NEW BUSINESS?**

## **Xi. ADJOURNMENT 4:10 pm**



\_\_\_\_\_  
Louis F. Ray, Jr., Special Magistrate Judge



\_\_\_\_\_  
Joanna Walker, Administrative Officer

Approved on: 4/6/21



**MINUTES OF THE PLANNING BOARD**  
**May 11, 2021**

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

**MEMBERS ABSENT:** Board Member Murphy, Board Member Sampson, Board Member Wiggins

**STAFF PRESENT:** Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Network Engineer Johnston, Help Desk Technician Russo

**STAFF VIRTUAL:** Planning Director Morris

**OTHERS PRESENT:** Ed & Barbara Gaile, Kelly Moore & Margaret Hostetter, Tim Prime

**AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from April 13, 2021.
- **New Business:**
- **Aesthetic Review 401 E. Chase Street**
- **Tree Ordinance Amendments**
- **Hostetter LTU 1715 E. Gonzales Street**
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:05 pm with a quorum present and explained the procedures of the partially virtual Board meeting.

Approval of Meeting Minutes

1. Board Member Larson made a motion to approve the April 13, 2021 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.

222 West Main Street Pensacola, Florida 32502

[www.cityofpensacola.com](http://www.cityofpensacola.com)

## **New Business**

*(To accommodate a late arrival of the applicant, the Board addressed the Tree Ordinance item.)*

### **2. Aesthetic Review 401 E. Chase Street**

Chairperson Ritz stated this item had come as an abbreviated review for a new roof; he approved it for a terracotta color and a metal panel form. What was installed was not the terracotta color, and he sent it to the full Board for review. Staff advised there were no comments received, but it was determined that metal roofing was allowed in this zoning district. Historic Preservation Planner Harding advised this property was not adjacent to a historic district, so special consideration to compatibility or as a buffer was not required. Other colored metal panels (as opposed to a plain galvalume) did exist in this zoning district and were found in green (Fin & Fork), red (Franco's Italian), and even orange and white (Whataburger).

Mr. Prime presented to the Board and stated they had filed with the Board to change from a terracotta roof to a metal roof, but when they switched manufacturers, the owners elected to change the color, and when they resubmitted for the manufacturer change, the color was not included which may have been an oversight; the terracotta color was changed to bronze. They did install the Gulf Coast ribbed panel, which was originally approved, but it was an oversight in getting from the terracotta to the bronze color selection.

Chairperson Ritz did not have an issue with the installed bronze color. Board Member Grundhoefer stated this was Spanish style architecture and should have clay tiles. He indicated the metal panels would not have been approved by the ARB, and it was across the street from that district; this should not be required to adhere to ARB standards, but the building had a character and now it did not. It was now a dark bronze metal roof on a building with Spanish character. Mr. Prime stated the 5V crimp metal roof had been installed in the historic district. Chairperson Ritz stated because the panel itself was not prohibited, he appreciated the color at the time (terracotta), and Whataburger was not the best example since it was a new build. He explained he did not want to perform any additional abbreviated reviews for this address.

Board Member Larson stated if the terracotta was approved, and the metal was approved, they performed the installation knowing the color was wrong; why did they not call first. Chairperson Ritz was sorry it had gone this way, and it made him hesitant to conduct abbreviated reviews; the allowance for an abbreviated review is somewhat narrow, and now he would probably refer more projects to the full Board just to stay above board. Board Member Larson had a problem with the applicant changing the color and not telling Chairperson Ritz. Mr. Prime stated it was not done on purpose; they switched manufacturers and the color was not designated. Chairperson Ritz had asked for full clarification on the panel since it was not definitive in the application. When the lead sheet of the application came a second time, it still indicated the terracotta color in the description box. Until it returned in this agenda packet, he had not seen it since the approval of the terracotta. When discovered, it was determined Inspections had placed a stop work order on the project. Mr. Prime stated when they switched manufacturers, he assumed the color was also switched; there was one step in the process where the color was not changed. Chairperson Ritz stated a lot of the applications submitted were poorly completed. Mr. Prime stated the panels were cut to order, and when the screws were removed, the holes were bigger, and the panels were trashed. Board Member Larson explained now the City would be stuck with a roof it did not like for 50 years, and it had no recourse except for the process it was going through in this meeting.

Historic Preservation Planner Harding pointed out in the ARB districts, 5V crimp standing seam or corrugated metal was permitted. Between the historic district and this district was GRD-1 which was Aragon, and the roofing was not as strict. This particular district was GRD with no profile standards regarding metal roofing, hence the Whataburger roof.

Board Member Larson had hoped the contractor would have noted the color was not the one approved before installation; it only happened when it was caught by Inspections. Chairperson Ritz explained because the initial application was not very well put together, he requested the applicant confirm what he believed to be true – the exact panel profile and the color; they confirmed the panel profile and terracotta color in the second submission.

It was indicated if denied, the applicant could appeal to Council (for ARB it was within 15 days), or they could remove the existing panel and replace it with what was originally approved. If approved, they could close out the permit and proceed with the project.

**Board Member Larson made a motion to deny, seconded by Board Member Grundhoefer.** Board Member Grundhoefer stated it gave him real heartburn that we would not get something with more character on that building in such a prominent area, but if it had been brought to this Board under aesthetic review, and they stated they would put on a metal roof and this was allowed, and for whatever reason this is the color we want approved, the Board would probably have approved it. Therefore, he was voting against the motion.

**The vote was 2 to 2 with Board Members Ritz and Powell supporting the denial and Board Members Larson and Grundhoefer dissenting.** Where motions were usually positive, it was determined that Board Member Larson could make the negative motion to deny. **Chairperson Ritz then opened the floor for another motion. Board Member Larson then made a motion to approve the request, and it failed for lack of a second.** Assistant Attorney Lindsay stated the Board would need to take action on the application within 31 days.

Board Member Powell asked if the roof color could be changed without reinstalling the roof, and Mr. Prime advised it could be painted, however, the manufacturer would not warranty the product since the color is baked on and spray paint would chalk and chip in three to five years. Chairperson Ritz explained the Board's decision was only a recommendation, and the applicant (property owner) could appeal to Council. Staff confirmed the Board would not make a recommendation to Council since the reviews stop with the Planning Board, but the property owner could go through the appeal process on the Board's decision. Assistant City Attorney Lindsay advised the appeal would have to occur within 15 days. She also stated if the Board did not act within 31 days from the date of submission, such plans were deemed to be approved. The Board needed to be clear on what it was actually telling this applicant, so the applicant knew it has appeal rights.

**Board Member Powell made a motion to deny; it died for lack of a second. Assistant City Attorney Lindsay stated since the Board had a 2 to 2 decision which would mean the request was denied, she did not know if that were really clear in our ordinance, but it was in the ordinance that if the Board failed to act on an application within 31 days of submission, it was deemed approved; there could be an argument that the Board did not really act since it was a tie.**

Chairperson Ritz restated that because there was a tie and there was confusion, if the Board did nothing, it was approved. In this case, it could be construed in the applicant's favor to continue forward. **Board Member Powell left the meeting, therefore, there was no quorum, and the Board could no longer transact official business, however, it**

**did have a vote which was concluded in a particular fashion that would stay as described. The Board voted and it was a 2 to 2 tie. It would now be up to the applicant to appeal this decision before Council since these types of applications stop with the Board, and it becomes an appeal process.**

Assistant City Attorney Lindsay advised the appeal rights state: any person or any property interests substantially affected by the decision of the Board may within 15 days thereafter apply to the City Council for review of the Board's decision. A written notice shall be filed with the City Clerk requesting the Council to review said decision. **Essentially the burden is to provide the written notice to the City Clerk within 15 days requesting Council to review. When that review will happen will be determined by the Clerk's schedule for meetings.**

It was clarified the applicant was not required to get a meeting within 31 days, but the property owner should get advice on the particular Code provision, and that person could contact the Assistant City Attorney for that specific Code provision if they needed it. **Regarding the 31 days, Assistant City Attorney Lindsay explained if the applicant applied for this review and there was no response within 31 days, you could consider it approved and not be concerned with the appeal to Council. If acted upon here, if that action is interpreted as nonconclusive, perhaps the property owners could argue they consider it approved. She suggested the lawyer for the property owner take the more conservative approach and file with the Council, but she could not speak for the lawyer or property owner.**

The Board then discussed the panel materials.

### **3. Tree Ordinance Amendments - Section 12-6-6 (8) Land Development Code**

At the City Council meeting held on February 25, 2021, Councilperson Brahier sponsored an amendment to the LDC for Section 12-6-6 (8) which would include protection of the dripline of heritage trees. These proposed amendments encompass the circumstance where there is a lot split for single family and duplex use; stating that the "land" shall be evaluated to determine whether a lot split will have a negative effect on any sensitive protected natural resource, including but not limited to heritage trees.

Chairperson Ritz advised the proposed amendment gave a definitive placement, and he had no issue with placing the text in the Tree Ordinance. Board Member Grundhoefer referred to the language that the arborist assigned by the City would review the situation to determine if the tree would be affected by a lot split; development would not be stopped if the owner wanted to split the lot and wanted to mitigate the tree and/or dripline; Chairperson Ritz explained that was still in place. Board Member Grundhoefer stated the language did not make it any tougher or weaker. Assistant City Attorney Lindsay advised there was also another provision in the Code which allowed the Building Official to direct that another site plan be reviewed if a heritage tree would be sacrificed as a result of the split. The development plan would not be approved if another reasonable plan was available to protect the tree. Chairperson Ritz indicated the language might give a better prospective of what was involved – not just the trunk or visible roots but included the dripline and the canopy.

**Board Member Larson made a motion for approval, seconded by Board Member Powell, and it carried unanimously.**

### **4. Hostetter LTU 1715 E. Gonzales Street**

Margaret Hostetter has requested a License to Use for three existing rock/gravel parking

spaces located in the City right-of-way at 1715 E. Gonzales Street. The parking spaces are currently serving an RV garage and apartment building. A Notice of Violation was received from the Inspections Department because the parking spaces were installed without permits, and currently there is no LTU from the City. Ms. Hostetter went before the Magistrate Judge for a Code Enforcement hearing at which time her claim to continue using the existing parking area was denied. The request had been routed through various City departments and utility providers, and comments were provided to the Board.

Chairperson Ritz explained he was around four blocks from this location and was familiar with the area; the claim before the Code Enforcement authority had been denied. He pointed out several years ago, the City had an ordinance which was written to prevent jumping curbs to park in the right-of-way, and these three parking spaces are within the City right-of-way. He asked why there were so many parking spaces for a home in East Hill, and he discovered they were for two Airbnbs which advised knowing the rules and laws of the jurisdiction involved. For parking, the information stated to ensure you relay parking rules to your building and your guests (talking to the host); he noted that at least Airbnb had realized the rule of law needed to be followed. Since this was not proper, the applicant was requesting an LTU.

Ms. Hostetter addressed the Board and stated she did not reside on the premises, but the two residences were on one lot and shared the parking, and this was the case with the RV garage with the attached apartment since 2012; both properties were rented as short-term rentals. She pointed out the zoning and use was residential. She explained the parking could be accessed without jumping the curb but accessing the parking on the driveway at the curb cut for the original house. She had elected to pursue the LTU. She believed the complaint from the neighbor was in retaliation for lights shining into his house. Chairperson Ritz advised the Board was determining whether the parking was a violation and not whether it bothered the neighbors. Ms. Hostetter explained jumping the curb was the real issue. It was determined the recommendation of the Planning Board would be on the June 17, 2021 Council agenda.

Board Member Grundhoefer pointed out the Board would not vote on whether or not residents jumped a curb but was looking at the whole issue of parking. Ms. Hostetter indicated the parking arrangement allowed for five cars to be parked in a shared parking driveway without having to juggle one car for another to move. Board Member Grundhoefer offered that the parking was set up like a commercial development and did not meet parking requirements for driveways and parking spaces; although one might be able to maneuver vehicles in and out, it did not comply in that sense. The single driveway did not align with the RV garage, and they had missed an opportunity to have a wider conforming driveway in East Hill. He explained an LTU would allow them to do what they were doing now with angle parking and bumpers in the right-of-way which he objected to. Chairperson Ritz indicated historically this Board had viewed this the same way. Board Member Grundhoefer stated it could be a double driveway with a complying curb cut which would allow parking for six vehicles which would be the nature of a residential driveway; he explained we do not have parking lots in residential front yards. He would rather the applicant return with a plan for a residential driveway. Ms. Hostetter advised she would be happy to remove the bumpers, but they helped drivers align their vehicles. Chairperson Ritz explained no LTUs had been granted by the Board for residential uses, but they did exist for commercial and residential; the Board had only granted commercial LTUs.

Mr. Gaile advised he lives next door to the property and had chosen to live in East Hill for its charm and history. He also advised he had not made a complaint, but when the

Engineering Department came to inspect his pavers, they had observed the neighbor's driveway and stated it was not right. He stated the look of the property in question had the appearance of a commercial enterprise with parking stations; it is commercially oriented and not in harmony with residential standards. He pointed out car headlights point directly to his porch, living room and extend into the property to the left.

Mr. Moore, husband of Ms. Hostetter, stated this was a residential activity. He pointed out the neighbors park in the swell, and they should also be required to have an LTU to park in the swell. He advised according to the State, any zoning district can have vacation rentals.

Chairperson Ritz advised that 24' was the maximum driveway width allowed which was a double car driveway. Board Member Grundhoefer suggested the applicant apply for a permit for a double car driveway for the property and not apply for an LTU.

Ms. Cannington stated she had lived in that neighborhood and was there when the garage apartment was constructed and assumed the City had not meant for the structure to become a multiuse residential rental operation with the number of vehicles in the front parking lot. She was also experiencing car lights shining into her residence. If there was an option for slanted parking not coming into that parking lot, it would be great. If an LTU was granted, it would be great if people using the park could also use that parking lot. It was a daily frustration to witness how the short-term lease tenants tried to figure out how to park in that lot. As long as lights were not shining into her residence and there was a safe concern for everyone to enjoy the park as well, she did not have a problem.

**Board Member Grundhoefer made a motion to deny the LTU, seconded by Board Member Powell, and it carried unanimously.**

(The Board returned to the first item 401 E. Chase St.)

**Open Forum** – None

**Discussion** – None

**Adjournment** – With no further business, Chairperson Ritz thanked the Board for its patience and adjourned the meeting at 3:58 pm.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary to the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 21-00475

City Council

6/17/2021

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PENSACOLA ENERGY - APPROVAL OF NATURAL GAS SUPPLY CONTRACT WITH GULF STATES GAS DISTRICT

**RECOMMENDATION:**

That City Council approve a thirty (30) year contract for the purchase of natural gas through a pre-paid agreement with the Gulf States Gas District ("GSGD"). Further, that City Council authorize the Mayor to take all actions necessary to execute the gas supply contract by July 1, 2021.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The purpose of the recommendation is to secure a thirty (30) year partial supply of natural gas at a significant savings below index price of gas. On May 10, 2018 City Council approved a natural gas prepayment contract for a portion of Pensacola Energy ("PE") gas supply. A natural gas prepayment project is a structured financial transaction using tax-exempt bonds to prepay for the delivery of gas on a long-term basis to achieve a discount to the market index price of gas. GSGD is a Natural Gas Acquisition Authority and acts as the agency for its members and other participating public agencies to acquire, finance and promote economic sources and supply of natural gas as well as provide transportation, storage and management of gas supply. GSGD will prepay for gas supply from BPEC (PE's current supplier) and sell to the City of Pensacola at a guaranteed minimum discount below the index price of gas.

PE will use the discount to purchase "carbon offset" natural gas from BPEC. Carbon offset is an action to compensate for the emissions of carbon dioxide. BPEC is acquiring global carbon credits that will directly reduce greenhouse gas emissions. PE is working with Mark Jackson, City Sustainability Coordinator, to support the City of Pensacola's efforts to reduce greenhouse gas emissions and improve the City's environmental footprint.

**PRIOR ACTION:**

None.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Natural gas costs are budgeted annually. While the amount of this agreement is unknown, this agreement will reduce natural gas costs for Pensacola Energy customers.

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

5/20/2021

**STAFF CONTACT:**

Keith Wilkins, City Administrator  
Don J. Suarez, Pensacola Energy Director

**ATTACHMENTS:**

- 1) Gas Supply Contract

**PRESENTATION:** No

**GAS SUPPLY CONTRACT**

DATED AS OF \_\_\_\_\_ 1, 2021

BETWEEN

**THE GULF STATES GAS DISTRICT**, as Seller

AND

**THE CITY OF PENSACOLA, FLORIDA, DBA PENSACOLA ENERGY**, as Buyer

## **TABLE OF CONTENTS**

ARTICLE I DEFINITIONS .....	1
Section 1.01 Defined Terms .....	1
Section 1.02 Interpretation .....	7
Section 1.03 Technical Meanings.....	8
ARTICLE II TERM AND DELIVERY PERIOD .....	8
Section 2.01 Term.....	8
Section 2.02 Termination Prior to Commencement of Delivery Period .....	8
Section 2.03 Reset Period Remarketing.....	8
Section 2.04 Reset Period Remarketing Notice Procedure .....	8
ARTICLE III SALE AND PURCHASE.....	9
Section 3.01 Sale and Purchase .....	9
Section 3.02 Contract Price.....	9
Section 3.03 Annual Refund.....	9
ARTICLE IV FAILURE TO DELIVER OR TAKE GAS.....	10
Section 4.01 Seller's Unexcused Failure to Deliver .....	10
Section 4.02 Buyer's Unexcused Failure to Take .....	11
Section 4.03 Failure to Deliver or Take Due to Force Majeure .....	11
Section 4.04 Load Loss.....	11
Section 4.05 Make-up Delivery in Lieu of Payment .....	11
Section 4.06 Sole Remedies .....	11
ARTICLE V DELIVERY POINTS; TRANSPORTATION; NOMINATIONS AND IMBALANCES ..	11
Section 5.01 Delivery Points.....	11
Section 5.02 Responsibility for Transportation, Nominations and Imbalances .....	12
Section 5.03 Agreements Regarding Operations and Delivery .....	13
Section 5.04 Title and Risk of Loss .....	13
ARTICLE VI QUALITY AND MEASUREMENT .....	14
Section 6.01 Quality and Measurement.....	14
ARTICLE VII BILLING, PAYMENT AND AUDIT.....	14
Section 7.01 Monthly Statements.....	14
Section 7.02 Payment .....	15
Section 7.03 Netting.....	15
Section 7.04 Payment Default and Delivery Suspension .....	15

## **TABLE OF CONTENTS**

### **(CONTINUED)**

Section 7.05 Termination for Payment Default .....	15
Section 7.06 Audit.....	16
ARTICLE VIII TERMINATION .....	16
Section 8.01 Automatic Termination Event.....	16
Section 8.02 Buyer Termination Events .....	16
Section 8.03 Right to Termination; Remedies .....	17
Section 8.04 Other Remedies .....	17
Section 8.05 Limitation on Damages .....	17
ARTICLE IX REMARKETING .....	18
Section 9.01 Remarketing Notices .....	18
Section 9.02 Remarketing Terms .....	19
ARTICLE X EXCHANGES .....	19
Section 10.01 General Principle .....	19
ARTICLE XI REPRESENTATIONS, WARRANTIES AND COVENANTS.....	19
Section 11.01 Tax-Exempt Status of the Bonds .....	19
Section 11.02 Qualifying Use .....	19
Section 11.03 Representations and Warranties.....	20
Section 11.04 Additional Representations, Warranties and Covenants of Buyer .....	21
Section 11.05 Negative Covenant .....	21
ARTICLE XII TAXES.....	22
Section 12.01 Taxes .....	22
ARTICLE XIII FORCE MAJEURE .....	22
Section 13.01 Force Majeure .....	22
ARTICLE XIV GOVERNING RULES AND REGULATIONS .....	24
Section 14.01 Compliance with Laws .....	24
Section 14.02 Contests .....	24
Section 14.03 Defense of Contract.....	24
Section 14.04 Continuing Disclosure.....	24
ARTICLE XV MISCELLANEOUS.....	25
Section 15.01 Assignment.....	25
Section 15.02 Notices .....	26

## **TABLE OF CONTENTS**

### **(CONTINUED)**

Section 15.03	Indemnification Procedure .....	26
Section 15.04	Entirety .....	26
Section 15.05	Governing Law .....	26
Section 15.06	Non-Waiver .....	26
Section 15.07	Severability .....	26
Section 15.08	Exhibits .....	27
Section 15.09	Winding Up Arrangements .....	27
Section 15.10	Relationship of the Parties .....	27
Section 15.11	Immunity .....	27
Section 15.12	Counterparts .....	27
Section 15.13	Third-Party Beneficiaries .....	27
Section 15.14	Rights of Trustee .....	27
Section 15.15	Non-Publication of Index Price .....	28
ARTICLE XVI	PROJECT MANAGEMENT AND ADMINISTRATION .....	28
Section 16.01	Administration of the Gas Project .....	28
ARTICLE XVII	CLOSING DOCUMENTATION .....	28
Section 17.01	Closing Documentation .....	28
EXHIBIT A	DAILY CONTRACT QUANTITY	
EXHIBIT B	DELIVERY POINTS AND PRICES	
EXHIBIT C	NOTICE CONTRACT AND PAYMENT INSTRUCTIONS	
EXHIBIT D	BUYER CERTIFICATE	
EXHIBIT E	FORM OF RESET REMARKETING NOTICE	
EXHIBIT F	OPINION OF COUNSEL TO BUYER	
EXHIBIT G	FORM OF BUYER'S AUTHORIZING RESOLUTION	
EXHIBIT H	FORM OF REMARKETING NOTICE	

## GAS SUPPLY CONTRACT

This Gas Supply Contract (this “*Contract*”) is made and entered into as of \_\_\_\_\_ 1, 2021 (the “*Effective Date*”), by and between The Gulf States Gas District, a public corporation of the State of Alabama organized and operating as a gas supply district pursuant to the provisions of the Alabama Gas Districts Act, Section 11-50-390, *et seq.* of the Alabama Code (1975), as amended (the “*Act*”), (“*Seller*”), and the City of Pensacola, Florida, DBA Pensacola Energy (“*Buyer*”). Seller and Buyer are sometimes hereinafter referred collectively as the “*Parties*” and individually as a “*Party*”.

### W I T N E S S E T H

WHEREAS Seller was created by action of the City of Brewton, Alabama and the City of Evergreen, Alabama (the “*Member Municipalities*”) pursuant to the provisions of the Act to acquire Gas at reasonable prices that would enhance reliability, efficiency, and supply security through the joint purchases and the arrangement of joint services on behalf of the Member Municipalities and the South Alabama Gas District and other public agencies; and

WHEREAS, Seller has planned and developed a project to obtain a long-term supply of natural gas from BP Energy Company, a Delaware corporation (“*BPEC*”), pursuant to a Prepaid Natural Gas Purchase and Sale Agreement dated as of \_\_\_\_\_, 2021 (the “*Prepaid Agreement*”); and

WHEREAS, the Seller will finance this project by issuing certain bonds pursuant to the Indenture; and

WHEREAS, Seller desires to sell this long-term supply of Gas to one or more public agencies, including Buyer (Buyer, together with all such other public agencies, collectively, the “*Gas Purchasers*”); and

WHEREAS, Buyer desires to purchase from Seller a portion of the Gas available to Seller under the Prepaid Agreement, and Seller desires to sell such Gas to Buyer, upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises above and the mutual covenants and agreements herein set forth, Buyer and Seller agree as follows:

### ARTICLE I DEFINITIONS

**Section 1.01 Defined Terms.** The following terms and abbreviations, when used in this Contract, have the respective meanings set forth below, unless otherwise provided in this Contract.

“**Administrative Charge**” means \$0.05 per MMBtu.

“**Affiliate**” means, with respect to either Party, any entity which is a direct or indirect parent or subsidiary of such Party or which directly or indirectly (i) owns or controls such Party,

(ii) is owned or controlled by such Party, or (iii) is under common ownership or control with such Party. For purposes of this definition, “control” of an entity means the power, directly or indirectly, either to (a) vote 50% or more of the securities having ordinary voting power for the election of directors or Persons performing similar functions or (b) direct or cause the direction of the management and policies, whether by contract or otherwise.

“**Alternate Price**” means a price that is not an Index Price, such as a fixed price, as set forth in Section 3.03.

“**Available Discount**” means, the amount expressed in cents per MMBtu (rounded down to the nearest one-tenth cent) determined pursuant to the Repricing Agreement for each Month of a Reset Period. Any estimated Available Discount provided by Seller under Section 2.04 may differ from the Available Discount because the final Available Discount for any Reset Period will be finally determined under the Repricing Agreement’s provisions.

“**Billing Statement**” has the meaning specified in Section 7.01.

“**Bond Counsel**” means any attorney(s) or firm(s) of attorneys of recognized national standing in the field of law relating to municipal bonds and the exclusion of interest on municipal bonds from gross income for federal income tax purposes, reasonably acceptable to both Seller and BPEC.

“**Bond(s)**” means bonds of one or more Series (including any refunding bonds) issued under the Indenture.

“**BPEC**” has the meaning specified in the recitals.

“**Btu**” means International Btu, which is also called the Btu (IT).

“**Business Day**” means (i) with respect to payments and general notices required to be given under this Contract, any day other than (a) a Saturday or Sunday, (b) a Federal Reserve Bank holiday, (c) any day on which commercial banks located in either New York, New York or the State of Alabama are required or authorized by Law or other governmental action to close, or (d) any other day excluded as a business day pursuant to the Indenture, and (ii) solely with respect to Gas deliveries and notices with respect thereto, any day.

“**Buyer**” has the meaning specified in the preamble.

“**Buyer Statement**” has the meaning specified in Section 7.01.

“**Buyer Termination Event**” has the meaning specified in Section 8.02.

“**Central Prevailing Time**” or “**CPT**” means Central Daylight Savings Time when such time is applicable and otherwise means Central Standard Time.

“**Claims**” means all claims or actions, threatened or filed, that directly or indirectly relate to the indemnities provided for in this Contract, and the resulting losses, damages, expenses and disbursements (including reasonable attorneys’ and experts’ fees and disbursements and court costs (and which, for the avoidance of doubt, shall exclude the allocated costs of in-house counsel)), whether incurred by settlement or otherwise, without regard to whether such claims or actions are threatened or filed prior to or after the termination of this Contract.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the U.S. Treasury Regulations thereunder, or any successor or successors thereto.

“**Contract**” has the meaning specified in the preamble and shall include exhibits, recitals and attachments referenced herein and attached hereto and all amendments, supplements and modifications hereto and thereto.

“**Contract Price**” has the meaning specified in Section 3.02.

“**Cover Standard**” shall mean, if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract by a Party, then the performing Party shall use commercially reasonable efforts to (i) if the Buyer is the performing Party, purchase Gas quantities or (ii) if the Seller is the performing Party, sell Gas quantities, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with (a) the amount of notice provided by the nonperforming Party; (b) the immediacy of Buyer’s Gas delivery needs or Seller’s Gas sales requirements, as applicable; (c) the quantities involved; and (d) the anticipated length of failure by the nonperforming Party.

“**Daily Contract Quantity**” means, with respect to each Gas Day during the Delivery Period, the daily quantity of Gas (in MMBtu) shown on Exhibit A, as may be revised from time to time pursuant to the terms of this Contract, to be delivered pursuant to this Contract for each Gas Day of each Month.

“**Default Rate**” means, as of any date of determination, the lesser of (a) the rate of interest per annum quoted in *The Wall Street Journal* (Eastern Edition) under the “Money Rates” section as the “Prime Rate” for such date of determination or (b) if a maximum rate is imposed by applicable Law, such maximum lawful rate.

“**Deficiency Quantity**” shall have the meaning in Section 4.01.

“**Delivery Period**” shall mean \_\_\_\_\_ 1, 2021, through the earlier of \_\_\_\_\_, 2051, or an Early Termination Date.

“**Delivery Point**” or “**Delivery Points**” means the point or points set forth in Exhibit B.

“**Delivery Suspension**” shall have the meaning in Section 7.04.

“**Discount**” shall be \$0.\_\_\_\_ per MMBtu, provided that the Available Discount (as determined under the Repricing Agreement for any Reset Period) shall become the Discount after the Initial Reset Period.

“**Early Termination Date**” means a date occurring automatically pursuant to Section 8.01 or a date designated pursuant to Section 8.03, upon which in each case the Delivery Period will end and Buyer’s and Seller’s respective obligations to receive and deliver Gas under this Contract will terminate.

“**Effective Date**” has the meaning specified in the preamble.

“**Favorable Opinion of Bond Counsel**” means an opinion of Bond Counsel acceptable to Seller and BPEC to the effect that an action proposed to be taken (i) is permitted by the

Indenture, and (ii) will not adversely affect the exclusion from gross income for federal income tax purposes on any of the Bonds.

**“FERC”** means the Federal Energy Regulatory Commission and any successor thereto.

**“Firm”** means that either Party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the Party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 5.02(c) related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.

**“Force Majeure”** has the meaning specified in Article XIII.

**“Gas”** means any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

**“Gas Day”** means a period of twenty-four (24) consecutive hours beginning at 9:00 a.m. CPT on a calendar day and ending at 9:00 a.m. CPT on the next succeeding calendar day. If, through standardization of business practices in the industry or for any other reason, a Transporter or FERC changes the definition of Gas Day, such change shall apply to the definition of Gas Day in this Contract with respect to such Transporter or generally, as the case may be.

**“Gas Project”** means, collectively, the acquisition by Seller of Gas supplies from BPEC, the financing by Seller of the cost of acquisition of such Gas supplies, and the execution and performance by Seller of related contracts that provide Gas to the Gas Purchasers.

**“Gas Purchasers”** or **“Gas Purchaser”** has the meaning specified in the recitals.

**“Government Agency”** means the United States of America, any state thereof, or any local jurisdiction, or any political subdivision of any of the foregoing including, but not limited to courts, administrative bodies, departments, commissions, boards, bureaus, agencies, municipalities or other instrumentalities.

**“Governmental Person”** means a state or local governmental unit or any instrumentality thereof. It does not include the United States or any agency or instrumentality thereof.

**“Imbalance Charges”** shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter’s balance and/or nomination requirements.

**“Indenture”** means the Trust Indenture, dated as of \_\_\_\_\_ 1, 2021, between the Seller and the Trustee, as the same may be amended or supplemented in accordance with its terms.

**“Index Price”** means, with respect to any Gas Day, the price published and in effect for the Month in which such Gas Day occurs as specified in Exhibit B.

**“Initial Reset Period”** means the period from and including \_\_\_\_\_ 1, 2021 to and including \_\_\_\_\_, 202\_\_.

**“Law(s)”** means any statute, law, rule, regulation, order, or any judicial or administrative interpretation thereof having the effect of the foregoing imposed by a Government Agency whether in effect as of the Effective Date or at any time in the future.

**“Lien”** means, as applied to the property or assets (or the income or profits therefrom) of any Person, in each case whether the same is consensual or nonconsensual or arises by contract, operation of law, legal process or otherwise: (a) any mortgage, lien, pledge, attachment, charge, lease, conditional sale or other title retention agreement, or other security interest or encumbrance of any kind; or (b) any arrangement, express or implied, under which such property or assets are transferred, sequestered or otherwise identified for the purpose of subjecting or making available the same for the payment of debt or performance of any other obligation in priority to the payment of the general, unsecured creditors of such Person.

**“Minimum Discount”** means \$0.20 per MMBtu.

**“MMBtu”** means one million Btus.

**“Month”** means the period beginning at the beginning of the first Gas Day of a calendar month and ending at the beginning of the first Gas Day of the next calendar month.

**“Municipal Utility”** means any Person that (i) is a gas district, gas board, utility board, municipality or other entity to which Buyer is authorized to sell Gas under applicable law, (ii) is a “governmental person” as defined in U.S. Treas. Reg. §1.141-1(b) (or any successor regulation or provision of the Code), (iii) owns either or both a Gas distribution utility or an electric distribution utility (or provides Gas or electricity generated using the Gas at wholesale to “governmental persons” that own such utilities), and (iv) agrees in writing to use the Gas it acquires from the Gas Project or electricity generated with such Gas (or to cause such Gas or electricity to be used) in a Qualifying Use. Except in the case of manifest error, any Qualifying Use Certificate that is (x) provided by a Person as to the identity, form or status of such Person, its intended use for the Gas or other matters contained in any such certificate, and (y) relied upon by Seller, BPEC or both, shall be deemed to have met the requirements under clause (iv). In addition, for purposes of this Contract the term “Municipal Utility” shall also include a Governmental Person that sells Gas (or electricity generated from such Gas) to any Person meeting criteria (i) through (iv) above, and which possesses all power, authority, and applicable approvals necessary for it to enter into a Gas Supply Contract. To the extent required or permitted by any change in the Code after the Effective Date, the Parties from time to time may revise the definition of “Municipal Utility” to conform to the applicable provisions of the Code, provided that a Favorable Opinion of Bond Counsel is obtained.

**“New Tax”** means (a) any Tax enacted and, or effective as applicable, after the Effective Date of this Contract, including, without limitation, that portion of any Tax in effect on the Effective Date that constitutes an increase in such Tax over the rate thereof in effect as of the Effective Date, or (b) any law, rule, order or regulation, or interpretation thereof, enacted and effective after the Effective Date of this Contract resulting in the application of any Taxes enacted or effective on or before the Effective Date of this Contract to a new or different class of Persons.

**“Nongovernmental Agency”** means any Person other than a Governmental Person.

**“Operational Flow Order”** has the meaning set forth in Section 5.02(d).

**“Output Contract”** means a contract for the purchase by a Nongovernmental Agency of available output of an output facility financed with proceeds of an issue (as defined in U.S. Treas. Reg. §1.141-7).

**“Partial Termination Condition”** has the meaning specified in Section 9.02(b).

**“Party”** and **“Parties”** have the meaning specified in the preamble.

**“Payment Default”** has the meaning specified in Section 7.04.

**“Person”** means any individual, public or private corporation, partnership, limited liability company, state, county, district, authority, municipality, political subdivision, instrumentality, association, firm, trust, estate or any other entity or organization whatsoever.

**“Prepaid Agreement”** has the meaning specified in the recitals.

**“Private Business Use”** means use (directly or indirectly) in a trade or business carried on by any Person other than a Governmental Person. For purposes of the foregoing:

(i) Except as provided below Private Business Use includes: (a) any contracts by a Governmental Person for the sale of the Gas financed with Bond proceeds (or the electricity generated by the Gas) to a Nongovernmental Agency pursuant to: (1) a take contract, (2) a take or pay contract, or (3) a requirements contract, in each case, as defined in U.S. Treas. Reg. §1.141-7; or (b) any use of the Gas financed with the Bond proceeds (or electricity generated using the Gas) by a Nongovernmental Agency that may occur pursuant to: (1) a lease of, or management contract with respect to, all or a portion of a Municipal Utility’s facilities, or (2) a brokerage contract or other arrangement creating a special legal entitlement with respect to such Gas (or electricity generated using the Gas); or (c) an Output Contract having a term longer than 3 years (including any renewal options).

(ii) Private Business Use does not include any of the following, provided that the Seller or Gas Purchaser, as the case may be, obtains a Favorable Opinion of Bond Counsel: (a) any lease, management contract, requirements contract, or other arrangement that: meets the applicable requirements set forth in the U.S. Treas. Reg. §1.141-3 or IRS Revenue Procedure 2017-13, as such requirements are modified from time to time; or (b) any Output Contract with a term, including renewal options, that is not longer than 3 years, and that meets the requirements of U.S. Treas. Reg. §1.141-7(f)(3); or (c) any other arrangement with respect to the use of Gas (or electricity generated using Gas) that does not create Private Business Use, including, but not limited to, small purchases of output as described in U.S. Treas. Reg. §1.141-7(f)(1); or (d) any swapping and pooling arrangement described in U.S. Treas. Reg. §1.141-7(f)(2).

**“Qualifying Use”** shall have the meaning ascribed in U.S. Treas. Reg. § 1.148-1(e)(2)(iii)(A)(2) (or any successor regulation or provision of the Code); provided that the use does not give rise to a Private Business Use.

**“Qualifying Use Certificate”** means (i) a Buyer Certificate executed by (a) a Municipal Utility, in substantially the form set forth in Exhibit D, or (b) a Governmental Person other than a Municipal Utility that sells Gas (or electricity generated from such Gas) to a Municipal Utility, as modified from the form set forth in Exhibit D with language approved by Bond Counsel, or (ii) in the case of a remarketing of the Gas, a certificate signed by the purchaser of the remarketed

Gas certifying in language approved by Bond Counsel that such Gas (or the electricity generated by the Gas) shall be applied for a Qualifying Use.

**“Receivables Purchase Agreement”** means the Receivables Purchase Agreement, dated as of \_\_\_\_\_, 2021 between Seller, BPEC, and the Trustee, as amended or supplemented from time to time in accordance with its terms.

**“Receivables Purchase Agreement Provider”** means, initially, BPEC, and, subsequently, any entity agreed upon by BPEC, Seller, and the Commodity Swap Counterparty that has become party to, and is bound by, the Receivables Purchase Agreement as “Receivables Purchaser” thereunder.

**“Remarketing Notice”** means the form set forth in Exhibit H attached hereto.

**“Repricing Agreement”** means the Repricing Agreement, dated as of the Effective Date, between Seller and BPEC, as amended or supplemented from time to time in accordance with its terms.

**“Reset Period”** means a period commencing on the first day following the Initial Reset Period or prior Reset Period, as the case may be, and ending on the day prior to the first day of the subsequent Reset Period; provided that the final Reset Period shall be the period from the first day after the prior Reset Period to the end of the Delivery Period.

**“Reset Period Remarketing”** has the meaning set forth in Section 2.03.

**“Seller”** has the meaning specified in the preamble.

**“Tax”** or **“Taxes”** means (a) any or all ad valorem, property, occupation, severance, production, generation, extraction, first use, conservation, Btu or energy, gathering, transport, transmission, pipeline, utility, gross receipts, gas or oil revenue, gas or oil import, privilege, sales, use, consumption, excise, lease, transaction, greenhouse gas, carbon, and other taxes or any interest, penalties, or assessments thereon, (b) state or local Taxes or any interest, penalties, or assessments thereon, (c) New Taxes or any interest, penalties, or assessments thereon, and (d) governmental charges, licenses, fees, permits and assessments, or any interest, penalties, or increases thereon, and specifically excludes taxes based on net income or net worth.

**“Transporter”** or **“Transporters”** means all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point(s).

**“Trustee”** means the Trustee, which initially shall be The Bank of New York Mellon Trust Company, N.A., acting its capacity as Trustee under the Indenture and its successors in such capacity.

**Section 1.02 Interpretation.** All references to any agreement or document shall be construed as of the particular time that such agreement or document may then have been executed, amended, varied, supplemented or modified. Terms defined in this Contract shall have the meanings given therein when used elsewhere in this Contract. Titles appearing at the beginning of any articles, sections, subsections and other subdivisions of this Contract are for convenience only and shall not constitute part of such subdivisions and shall be disregarded in

construing the language contained in such subdivisions. References in the singular shall include the plural, and references to the masculine shall include the feminine, and vice versa. Any reference in this Contract to any Person includes its successors and permitted assigns and, in the case of any governmental authority, any Person succeeding to its functions and capacities. Reference to a particular article, section, subsection, paragraph, subparagraph, attachment, schedule or exhibit, if any, shall be a reference to such article, section, subsection, paragraph, subparagraph, attachment, schedule or exhibit in and to this Contract. Any appendices, schedules or exhibits are fully incorporated and made part of this Contract. The appendices, schedules or exhibits shall be read in conjunction with the provisions of the body of this Contract, and the appendices, schedules or exhibits and the body of this Contract shall be interpreted to give effect to the intent of the Parties as evidenced by their terms when taken as a whole, *provided, however*, that in the event of an express and irreconcilable conflict between the terms of an attachment, schedule or exhibit and the provisions of the body of this Contract, the provisions of the body of this Contract shall control. Capitalized terms appearing in an attachment, schedule or exhibit shall have the meanings set forth in Section 1.01, unless the context requires otherwise. The recitals at the beginning of this Contract are incorporated herein for all purposes. All uses of “include” or “including” shall be deemed to be followed by “without limitation”, whether expressly so stated or not. All references to a law, rule, regulation, contract, agreement, or other document mean that law, rule, regulation, contract, agreement, or document as amended, modified, supplemented or restated, from time to time.

**Section 1.03 Technical Meanings.** Words not otherwise defined in this Contract that have well-known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings.

## **ARTICLE II TERM AND DELIVERY PERIOD**

**Section 2.01 Term.** This Contract shall be in effect from and including the Effective Date to and including the last day of the Month following the last Month of the Delivery Period, subject to the provisions of Section 2.02, Section 7.05, and Article VIII.

**Section 2.02 Termination Prior to Commencement of Delivery Period.** In the event that the Prepaid Agreement is terminated prior to the commencement of the Delivery Period because BPEC does not receive the prepayment, this Contract shall terminate without any further obligation or liability of either Party.

**Section 2.03 Reset Period Remarketing.** A Reset Period Remarketing occurs when the Available Discount for a new Reset Period is not equal to or greater than the Minimum Discount. Upon a Reset Period Remarketing, Buyer (and each other Gas Purchaser) shall either (i) continue to purchase and receive its Daily Contract Quantity for each Gas Day during such Reset Period at a Contract Price that reflects the Available Discount, or (ii) deliver to Seller a written notice designating a Reset Period Remarketing.

**Section 2.04 Reset Period Remarketing Notice Procedure.** No later than thirty (30) days prior to the first day of a new Reset Period, Seller shall provide Buyer a written notice setting forth the duration of the new Reset Period and the estimated Available Discount for such Reset Period. Buyer may elect conditionally to remarket its Daily Contract Quantity by delivering to Seller a notice designating a Reset Period Remarketing, in the form set forth in Exhibit E attached hereto, no later than 4:00 p.m. Central Prevailing Time on the eighth (8th) Business Day following the date of the Seller's notice. Buyer's notice designating a Reset Period

Remarketing shall only be effective if the Available Discount as finally determined fails to equal or exceed the Minimum Discount and, if effective, shall suspend the Buyer's and Seller's obligations under Section 3.01 for the applicable Reset Period only.

### **ARTICLE III SALE AND PURCHASE**

**Section 3.01 Sale and Purchase.** Seller agrees to sell and deliver or cause to be delivered to Buyer, and Buyer agrees to purchase and take, on a Firm basis, the Daily Contract Quantity for each Gas Day during the Delivery Period pursuant to the terms and conditions set forth in this Contract.

**Section 3.02 Contract Price.** The price payable for Gas delivered and purchased pursuant to this Contract (the "*Contract Price*") shall be equal to the Index Price applicable to the relevant quantity of Gas for the applicable Delivery Point minus the Discount, unless the price payable is an Alternate Price under Section 3.03 where the Contract Price is deemed to be the Alternate Price applicable to the relevant quantity of Gas for the applicable Delivery Point minus the Discount.

**Section 3.03 Alternate Price.** If the Buyer desires to hedge its price risk by converting the Index Price herein to another price (the "*Alternate Price*") (or convert an Alternate Price to a different Alternate Price) for all or a portion of the Daily Contract Quantity, it shall provide written notice to Seller of at least three (3) Business Days, specifying the quantities and the duration. The Contract Price shall be deemed to be the Alternate Price applicable to those designated quantities for the applicable Delivery Point minus the Discount, provided (a) the Parties mutually agree on commercial terms; (b) the Alternate Price becomes effective on the first Gas Day of a Month; (c) Seller and BPEC each have executed an appropriate new commodity swap transaction confirmation with their swap counterparty described in the Prepaid Agreement; and (d) the Parties have amended Exhibit B hereto to reflect the new Alternate Price.

**Section 3.04 Annual Refund.** At the end of each fiscal year following completion of the annual audit of Seller's financial statements, Seller shall compare its revenues (as determined in accordance with the Indenture) and expenses under the Gas Project for that fiscal year. For purposes of such annual comparison, Seller's expenses shall include: (a) its expenses incurred in obtaining Gas supply under the Gas Project; (b) its administrative, legal, and accounting expenses directly incurred in connection with or properly allocable to the Gas Project, including the administration of this Contract and all other contracts for the sale of Gas obtained under the Gas Project; (c) debt service on the Bonds, including payments under any hedge agreement; (d) any replenishment of draws made upon any working capital fund associated with the Gas Project; (e) any deposits required to be made by Seller into any debt service reserve or other reserve or contingency fund or funds established with respect to the Bonds; (f) any fees or other amounts due to any provider of credit support for the Bonds; (g) payments under any commodity price swap or hedge agreement entered into in connection with the Gas Project; and (h) any other similar costs and expenses. If this annual comparison demonstrates that such revenues exceeded such expenses during the applicable fiscal year and there are amounts on deposit in the fund established by the Indenture available for such purpose, then Seller shall make refunds to Buyer and the other Gas Purchasers in the amount available after making allowances for any necessary and appropriate reserves and contingencies to fund any working capital reserve and to reserve or account for unfunded liabilities, including future sinking fund or other principal amortization of the Bonds. The amount available for refund shall be allocated among and paid to Buyer and the other Gas Purchasers

in proportion to their respective purchases for such fiscal year. Buyer acknowledges and agrees that (a) there is no assurance an annual refund will be achieved and that, under the structure of the Gas Project, none is anticipated, and (b) any such refund and the amount thereof is subject to the availability to Seller of sufficient funds for Seller to satisfy its obligations and covenants under the Indenture and the Prepaid Agreement, and other reasonably related factors, some of which may not be known to the Parties at the time of execution of this Contract.

#### **ARTICLE IV FAILURE TO DELIVER OR TAKE GAS**

##### ***Section 4.01 Seller's Unexcused Failure to Deliver.***

(a) If on any Gas Day Seller fails to deliver all or any portion of the Daily Contract Quantity pursuant to the terms of this Contract, and such failure is not due to either (i) the actions or inactions of Buyer, or (ii) Force Majeure, then the portion of the Daily Contract Quantity that Seller failed to deliver shall be the "*Deficiency Quantity*".

(b) To the extent Buyer purchases replacement Gas that is delivered prior to the end of the Month in which such Deficiency Quantity arose, then Seller shall pay to Buyer the amount determined as follows:

$$P = DQ \times (RP + AC)$$

Where:

P = the amount payable by Seller under this Section 4.01(b)

DQ = the Deficiency Quantity

RP = Utilizing the Cover Standard, the positive amount, if any, by which the price actually paid by Buyer for the replacement Gas in an arm's length Gas purchase from an unaffiliated third party, as may be adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), exceeds the Contract Price for the applicable Gas Day and Delivery Point.

AC = the Administrative Charge

(c) Imbalance Charges shall not be recovered pursuant to Section 4.01, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 5.02(c). The replacement prices referred to under the definition of "RP" as used in Section 4.01(b) shall not include any administrative or other internal costs incurred by Buyer, it being understood that such costs are being compensated by way of the Administrative Charge included above.

(d) Seller agrees to notify Buyer promptly upon becoming aware that Seller may not be able to deliver all or a portion of the Daily Contract Quantity at any Delivery Point(s) on any Gas Day.

#### **Section 4.02 Buyer's Unexcused Failure to Take.**

(a) If on any Gas Day Buyer fails to take all or any portion of the Daily Contract Quantity at any Delivery Point(s) for any reason other than Force Majeure, Seller will attempt to remarket such Gas. If Seller is able to remarket such Gas, Seller will invoice Buyer in the amount equal to the positive difference, if any, between the Index Price or the Alternate Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), plus the Administrative Charge, multiplied by the difference between the Daily Contract Quantity and the quantity actually taken by Buyer for such Gas Day(s). If Seller remarkets the Gas for Qualifying Use, the Cover Standard may be adjusted to reflect any discounts required to complete that sale.

(b) Buyer agrees to notify Seller promptly upon becoming aware that Buyer may not be able to take all or a portion of the Daily Contract Quantity at any Delivery Point(s) on any Gas Day.

**Section 4.03 Failure to Deliver or Take Due to Force Majeure.** If on any Gas Day Buyer fails to take or Seller fails to deliver, all or any portion of the Daily Contract Quantity at any Delivery Point(s) and such failure is due to either Party claiming Force Majeure, then each Party shall be relieved of its respective obligation to deliver and receive, as applicable, such portion of the Daily Contract Quantity.

**Section 4.04 Load Loss.** If Buyer experiences a sustained load loss such that it is unable to take all or any part of the Daily Contract Quantities, it may request remarketing of the affected quantities of Gas and Seller shall use commercially reasonable efforts to resell such quantities on behalf of Buyer consistent with Article IX.

**Section 4.05 Make-up Delivery in Lieu of Payment.** The Parties may mutually agree to make up all or a portion of the Daily Contract Quantity not delivered or taken by increasing deliveries and takes over the remainder of the Month in which such failure occurred.

**Section 4.06 Sole Remedies.** Except with respect to the payment of Imbalance Charges pursuant to Section 5.02(c) the remedies set forth in this Article IV shall be each Party's sole and exclusive remedies for any failure by the other Party to deliver or take Gas pursuant to this Contract.

### **ARTICLE V**

#### **DELIVERY POINTS; TRANSPORTATION; NOMINATIONS AND IMBALANCES**

##### **Section 5.01 Delivery Points.**

(a) Gas delivered hereunder shall be delivered and received at the points specified as Delivery Point(s) in Exhibit B, or any other Delivery Point established pursuant to Section 5.01(b) or otherwise by mutual agreement of the Parties. Each Delivery Point must have a published Index Price, mutually agreed by the Parties, corresponding to such Delivery Point.

(b) Not more frequently than once during the each ensuing summer season (the period from April through October) or once during the each ensuing winter season (the period from November through March), Buyer may change delivery for all or a portion of the Daily Contract Quantity at any of the Delivery Point(s) to any other delivery point(s), as may be

allowed under the operating terms and conditions of the applicable Transporter or Transporters; provided (A) Seller is able to obtain a corresponding change under the Prepaid Agreement; (B) such new Delivery Point is in the reasonable opinion of each Party a liquidly traded Gas delivery point, (C) the Parties designate a replacement Index Price that is reasonably acceptable to each Party, (D) the Parties are able to agree on any reasonable actual incremental costs, including but not limited to actual costs incurred to meet such request and including transportation costs, fuel costs and hedge unwind costs, if any, or the reduction in actual costs, if any, and (E) Seller shall not be obligated to enter into any new upstream supply agreement, transportation agreement or other arrangement to meet Buyer's request. Following any agreed upon modification to the Delivery Points, Buyer and Seller shall enter into a revised Exhibit B reflecting said change.

(c) Seller will deliver and Buyer will receive Gas at the Delivery Point(s) in accordance with Buyer's pooling arrangements, if any, and other requirements in each case as specified in Exhibit B. Buyer may issue a standing nomination with respect to pooling arrangements at any Delivery Point. Any changes to such standing nomination must be received by Seller not later than six (6) Business Days prior to the applicable delivery Month for any change to the monthly standing nomination, and prior to 7:30 AM CPT on the Business Day prior to any change for a Gas Day.

#### ***Section 5.02 Responsibility for Transportation, Nominations and Imbalances.***

(a) Seller shall have the sole responsibility for all transportation necessary for delivery of the Daily Contract Quantity to the Delivery Point(s). Buyer shall have the sole responsibility for all transportation necessary to receive the Daily Contract Quantity at the Delivery Point(s) and to transport the Daily Contract Quantity from the Delivery Point(s). Seller has responsibility for all compliance with applicable Transporter tariffs and regulations of the FERC for Gas transported on pipelines prior to the Delivery Points. Buyer has responsibility for all compliance with applicable Transporter tariffs and regulations of the FERC for Gas transported on pipelines from the Delivery Point(s).

(b) Unless otherwise agreed by the Parties or required by a Transporter, Seller shall nominate, schedule and deliver, and Buyer shall nominate, schedule and take, the Daily Contract Quantity at the Delivery Point(s) in accordance with the requirements of the receiving Transporter and the delivering Transporter at such Delivery Point. The Parties shall coordinate their nomination activities, giving sufficient time to meet the nomination deadlines of the Transporters. Should either Party become aware that the actual deliveries of Gas at the Delivery Point(s) are greater or less than the Daily Contract Quantity, such Party shall promptly notify the other Party.

(c) The Parties shall use commercially reasonable efforts to avoid the imposition of any Imbalance Charges. If either Party receives an invoice from a Transporter that includes Imbalance Charges related to the obligations of either Party under this Contract, the Parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's takes of quantities of Gas greater than or less than the Daily Contract Quantity at any Delivery Point, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Daily Contract Quantity at any Delivery Point, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

(d) Should either Party receive an operational flow order or other order or notice from a Transporter, or a Transporter posts such notice on its electronic bulletin board or provides the notice by another industry standard, requiring action to be taken in connection with the Gas being delivered under this Contract (an “*Operational Flow Order*”), it shall notify the other Party as soon as possible during normal business hours and provide the other Party with a copy of the Operational Flow Order, or direct the other Party to an electronic version of the Operational Flow Order. The Parties shall cooperate to take all actions required by the Operational Flow Order within the time prescribed. Seller shall indemnify, defend and hold harmless Buyer from any Claims, including, without limitation, all non-compliance penalties and reasonable attorneys’ fees, if any, associated with an Operational Flow Order (i) with respect to which Seller failed to give the notice required hereunder to Buyer, or (ii) under which Seller failed to take the action required by the Operational Flow Order within the time prescribed; provided, that any notice required to be given to Buyer by Seller was timely delivered as required by this Section 5.02(d). To the extent not otherwise prohibited by law, Buyer agrees to indemnify, defend and hold harmless Seller from any Claims, including, without limitation, all non-compliance penalties and reasonable attorneys’ fees, if any, associated with an Operational Flow Order (i) with respect to which Buyer failed to give the notice required hereunder to Seller, or (ii) under which Buyer failed to take the action required by the Operational Flow Order within the time prescribed; provided, that any notice required to be given to Seller by Buyer was timely delivered as required by this Section 5.02(d).

### ***Section 5.03 Agreements Regarding Operations and Delivery.***

Agreements regarding operations and delivery may be made in one or more telephone conversations or by instant messenger between Seller (or BPEC on behalf of Seller) and Buyer whereby an offer and acceptance shall constitute a valid and enforceable agreement subject to the terms of this Contract that also shall be considered a part of this Contract. Such an agreement shall be considered a “writing” or “in writing” and to have been “signed.” To the extent permitted by applicable law, Seller (or BPEC on behalf of Seller) and Buyer: (i) consent to the recording of telephone conversations between the trading, marketing and other relevant personnel of the Parties in connection with this Contract; (ii) agree to obtain any necessary consent of, and give any necessary notice of such recording to, its relevant personnel; (iii) agree that recordings may be submitted in evidence in any proceedings; and (iv) acknowledge to the other Party and consent that such other Party may from time to time and without further notice (A) retain electronic transmissions (including telephone conversations, e-mail and instant messaging between the Parties’ respective representatives in connection with this Contract) on central and local databases for their respective legitimate purposes, and (B) monitor electronic transmissions through their internal and external networks for purposes of security and compliance with applicable laws, regulations and internal policies for their legitimate business purposes. Each Party further agrees that, to extent permitted by applicable law, it will indemnify, defend and hold the other Party harmless from any and all damages, losses, claims, liabilities, judgments, costs and expenses, including but not limited to reasonable attorney’s fees and costs of court arising directly or indirectly from or out of such Party’s failure to obtain any consent necessary from a Party’s trading, marketing and other relevant personnel, agents or representatives or such Party’s failure to give any notice required to such individuals. The Parties shall be entitled to rely without further inquiry on oral representations as to the identity of person(s) purporting to transact on behalf of the other Party.

### ***Section 5.04 Title and Risk of Loss.***

(a) Title to Gas delivered hereunder shall pass from Seller to Buyer at the Delivery Points. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT FOR THE WARRANTIES EXPRESSLY MADE BY SELLER IN THIS SECTION AND ARTICLE XI, SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE.

(b) As between the Parties, Seller shall be deemed to be in exclusive control and possession of Gas delivered hereunder and responsible for and will assume any liability with respect to the Gas prior to its delivery to Buyer at the Delivery Points. As between the Parties, Buyer shall be deemed to be in exclusive control and possession thereof and responsible for and will assume any liability with respect to the Gas after its delivery to Buyer at the Delivery Points.

## **ARTICLE VI QUALITY AND MEASUREMENT**

**Section 6.01 Quality and Measurement.** The Parties acknowledge that the Gas delivered by Seller under this Contract shall meet the quality specifications of the receiving Transporter at the applicable Delivery Point(s). The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Transporters that own or operate the measurement facilities at the Delivery Point(s). The Parties acknowledge that the Gas delivered by Seller under this Contract will be delivered in common stream with other sources of Gas. In the event and to the extent that a Transporter refuses to receive or transport Gas nominated for delivery to Buyer at the Delivery Point(s) for reasons of gas quality, the event shall be considered an event of Force Majeure, and Seller shall be relieved of its obligation to deliver and Buyer shall be relieved of its obligation to receive the affected volumes of Gas until the situation is remedied in accordance with Article XIII.

## **ARTICLE VII BILLING, PAYMENT AND AUDIT**

### **Section 7.01 Monthly Statements.**

(a) No later than the fifth (5<sup>th</sup>) day of each Month (or the immediately succeeding Business Day, if such day is not a Business Day) of each Month following any Month during which replacement Gas was purchased by Buyer pursuant to Section 4.01(b), Buyer shall deliver to Seller a statement (the "*Buyer Statement*") setting forth the quantity and replacement price.

(b) No later than the tenth (10<sup>th</sup>) day of each Month (or the immediately succeeding Business Day, if such day is not a Business Day) following the Month in which Gas was delivered, Seller shall deliver to Buyer a statement (the "*Billing Statement*") setting forth (i) the quantities of Gas delivered, (ii) the total amount due to Buyer, if any, under Article III and Article IV with respect to the prior Month(s), (iii) any other amounts due in connection with this Contract, including, but not limited to, amounts due under Section 4.02 with respect to the prior Month(s), and (iv) the net amount due to Buyer or Seller. If Seller lacks actual data, the Billing Statement will be prepared based upon the quantity of Gas confirmed by the Transporter(s) for transportation, and adjustments will be made in the following Month's Billing Statement for any

differences between the quantity of Gas delivered and the quantity of Gas confirmed by the Transporter(s) for transportation.

(c) Upon reasonable request by either Party, the other Party will deliver such supporting documentation acceptable in industry practice to support an amount due.

### ***Section 7.02 Payment.***

(a) Any amounts due shall be remitted by wire transfer in immediately available funds to the accounts specified in Exhibit C, on or before the twentieth (20<sup>th</sup>) day of the Month in which the Billing Statement or the Buyer Statement, as applicable, was received unless such day is not a Business Day, in which case payment is due on the Business Day immediately preceding such day.

(b) If the invoiced Party, in good faith, disputes any amounts included in a statement, such Party will (except in the case of manifest error) pay the full amount due. In the event the Parties are unable to resolve such dispute, either Party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section 7.02.

(c) If a Party owing any amounts due under this Contract fails to remit the full amount then payable when and as due, interest on the unpaid portion shall accrue at the Default Rate from and including the date on which the payment was due to, and including, the date on which the full amount is paid.

***Section 7.03 Netting.*** The Parties shall net all amounts due and owing, and/or past due, arising under this Contract such that the Party owing the greater amount shall make a single payment of the net amount to the other Party in accordance with this Article VII.

***Section 7.04 Payment Default and Delivery Suspension.*** If Buyer fails to remit payment as required in Section 7.02 ("Payment Default"), Seller shall suspend delivery of Buyer's Daily Contract Quantity ("Delivery Suspension") until Buyer's payment is received in full, including any interest at the Default Rate. Seller shall provide notice of the Delivery Suspension to Buyer, BPEC and its designee(s), and the Trustee. Upon such a Payment Default, the Trustee shall draw on the Receivables Purchase Agreement in accordance with its terms to make payments in the amount of all or a portion of the amount owed to Seller; provided, however, that such payment shall not relieve, reduce or satisfy the obligations of the Buyer hereunder in respect of such Payment Default. The Receivables Purchase Agreement Provider then shall be subrogated to the rights of Seller against Buyer in respect of such Payment Default.

***Section 7.05 Termination for Payment Default.*** If Buyer fails to cure the Delivery Suspension by making payment no later than the twentieth (20<sup>th</sup>) day of the Month following the Month that payment was originally due, this Contract shall terminate upon notice from Seller pursuant to Section 15.02, with copies to Buyer, BPEC, and the Trustee. Upon such notice (a) the Delivery Period will end, (b) Seller shall no longer have any obligation to sell or deliver Gas to Buyer under this Contract, (c) the obligation of Buyer to purchase and receive Gas from Seller under this Contract will terminate, and (d) Buyer shall have no right to any Discount or proceeds that may arise due to remarketing of the Gas. In lieu of or in addition to notice of termination given by Seller, the Trustee, acting on Seller's behalf pursuant to the terms of the Indenture, may provide notice of termination to Buyer, Seller, and BPEC. If Buyer cures a Payment Default prior to an early termination hereunder and subsequently causes another

Payment Default within a 12-month period, then Seller shall both immediately suspend performance and terminate this Contract with notice (pursuant to Section 15.02, with copies to BPEC and the Trustee) effective the following Business Day.

**Section 7.06 Audit.** Each Party shall have the right, at its own expense, upon reasonable notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other Party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery.

## **ARTICLE VIII TERMINATION**

**Section 8.01 Automatic Termination Event.** If the Prepaid Agreement terminates prior to the end of the Delivery Period, this Contract shall terminate on the date of early termination of the Prepaid Agreement (subject to all winding up arrangements) and all Gas deliveries hereunder shall cease. In the event of the early termination of the Prepaid Agreement, Seller agrees to transfer to Buyer, solely from amounts thereof actually available to Seller under the Indenture, if any, Buyer's share of any excess monies available from the Gas Project with such amounts to be determined using a process comparable to that described in Section 3.02 for determining any Annual Refunds. Notwithstanding the foregoing, Seller's reasonable determination of Buyer's share of any such amounts may include retention by Seller from Buyer's share recoupment of costs incurred because of the early termination, costs incurred due to any audit of the Gas Project or any transactions thereunder, and amounts reasonably determined by Seller to represent the present value of administrative fees that Seller would otherwise have retained or received in respect of the Daily Contract Quantity over the remainder of the Delivery Period had such early termination of the Prepaid Agreement not occurred. Seller in its sole discretion may delay such a payment until the time that the Gas Project and any transactions thereunder are no longer subject to audit.

**Section 8.02 Buyer Termination Events.** In addition to termination because of a Payment Default under Section 7.05, each of the following events shall constitute a "**Buyer Termination Event**" under this Contract:

- (a) Any representation, warranty, or covenant made by Buyer in this Contract shall prove to have been incorrect in any material respect when made or deemed made;
- (b) Buyer otherwise fails to perform any covenant under this Contract; or
- (c) Buyer (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) otherwise becomes bankrupt or insolvent (however evidenced); (v) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (vi) seeks or becomes subject to the appointment of an administrator, provisional

liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (vii) causes or is subject to any event with respect to it, which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vi) above (inclusive); or (viii) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

### ***Section 8.03 Right to Termination; Remedies.***

(a) At any time a Buyer Termination Event has occurred and is continuing, Seller may by notice to the Buyer specifying the relevant Buyer Termination Event designate an Early Termination Date not later than the last day of the Month in which such notice is provided. Each of (i) Seller's obligation to sell and deliver Gas, (ii) Buyer's obligation to purchase and take Gas, and (iii) Seller's obligation to remarket Gas pursuant to the terms of this Contract shall terminate on the Early Termination Date.

(b) In lieu of or in addition to any notice provided by Seller, the Trustee, acting on Seller's behalf pursuant to the Indenture, may provide notice to Buyer of any Early Termination Date or Partial Termination Condition.

(c) If a Partial Termination Condition under Section 9.02(b) has occurred, Seller, unless the Parties agree otherwise, may designate an Early Termination Date with respect to that portion of this Contract represented by the quantities of Gas not remaining to be delivered hereunder described in clause (i) of Section 9.02(b). If this Contract is so partially terminated with respect to such quantities of Gas, the provisions of this Article VIII shall apply to the portion terminated. Nothing in this paragraph (c) is meant to imply that a complete termination of this Contract would or would not be required or permitted pursuant to the exercise of any other right or remedy under this Contract.

(d) In the event of a default by Seller under any covenant, agreement, or obligation in this Contract, for which no exclusive remedy is expressly provided herein, Buyer may bring any suit, action, or proceeding at law or in equity to enforce Seller's obligation(s), including mandamus, injunction, and action for specific performance, as Buyer determines may be necessary or appropriate to enforce any covenant, agreement, or obligation in this Contract against Seller.

***Section 8.04 Other Remedies.*** If any amounts payable on the Early Termination Date are not paid timely, then the Party owed such amounts may proceed to protect and enforce its rights, either by suit in equity or by action at law or both, whether for the specific performance of any covenant or agreement contained in this Contract or in aid of the exercise of any power, right or remedy granted in this Contract or may proceed to enforce the payment of all amounts owing under this Contract (including, without limitation, any sums specified as liquidated damages or any other unpaid amounts due to a non-defaulting Party hereunder, together with interest thereon to the extent provided herein); it being intended that, except with respect to events or circumstances for which an exclusive remedy is expressly provided herein, no remedy conferred herein is to be exclusive of any other remedy, and each and every remedy contained herein shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

***Section 8.05 Limitation on Damages.*** Neither Party shall be liable for consequential, incidental, punitive, exemplary, or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise, unless such

breach is the result of gross negligence or willful misconduct. It is the intent of the Parties that (i) the limitations herein imposed on remedies and the measure of damages be without regard to the cause or causes related thereto, including, without limitation, the negligence of either Party, other than gross negligence or willful misconduct, whether such negligence be sole, joint or concurrent, or active or passive, and (ii) if and to the extent any damages required to be paid hereunder are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, otherwise obtaining an adequate remedy is inconvenient and the liquidated damages constitute a reasonable approximation of the harm or loss. In determining the appropriate measure of damages that would make the Parties whole, the Parties have thoroughly considered, inter alia, the uncertainty of fluctuations in gas prices, the ability and intention of the Parties to hedge such fluctuations, the bargained-for allocation of risk, the knowledge, sophistication and equal bargaining power of the Parties, the arms-length nature of the negotiations, the special circumstances of this transaction, the accounting and tax treatment of the transaction by the Parties and the entering into of other transactions in reliance on the enforceability of the liquidated damages provisions contained herein. The Parties acknowledge that this Contract is subject to Article 2 of the Uniform Commercial Code, as enacted by the state or commonwealth the law of which shall govern this Contract, including without limitation, §§ 2-706(6), 2-711, 2-718, and 2-719, except to the extent any provisions of such Article 2 (inclusive of such sections) may be inconsistent with the provisions of this Contract, which shall control. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER EXPRESSLY DISCLAIMS ANY, AND MAKES NO OTHER, REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO CONFORMITY TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

## **ARTICLE IX REMARKETING**

### ***Section 9.01 Remarketing Notices.***

(a) Upon Buyer's inability to take Gas under Section 4.04 and delivery by Buyer to Seller of a Remarketing Notice satisfying the criteria in clause (b) below, provided that no Buyer Termination Event exists, Seller shall use commercially reasonable efforts to remarket on behalf of Buyer (or arrange for BPEC to remarket) all or a specified portion of the Daily Contract Quantity as set forth in the Remarketing Notice.

(b) Each Remarketing Notice shall specify: (i) the portion (in MMBtu) of the Daily Contract Quantity to be remarketed with respect to the applicable Delivery Point for each Gas Day; (ii) the applicable period during which such Gas is to be remarketed; and (iii) an explanation, in reasonable detail, as to the reason(s) for the remarketing. Each such notice shall be in the form of Exhibit H, shall be sent by electronic mail, with a mailed copy following, and shall be deemed to have been properly delivered, with such notice complete upon transmission by electronic mail, notwithstanding any different requirements for notice under Section 15.02. A Remarketing Notice where the type of remarketing is "Daily" must be delivered by 7:15 a.m. CPT on the Business Day prior. A Remarketing Notice where the type of remarketing is "Monthly" must be delivered by 4:00 p.m. CPT on the fifteenth (15<sup>th</sup>) day of the Month preceding the Month in which Gas is to be remarketed. If the remarketing is for a season, the Remarketing Notice must be delivered by 4:00 p.m. CPT on February 10<sup>th</sup> for remarketing of Gas during the ensuing summer season (the period from April through October) and by 4:00

p.m. CPT on September 10<sup>th</sup> for remarketing of Gas during the ensuing winter season (the period from November through March).

(c) The provision of a Remarketing Notice in itself does not relieve Buyer of its obligation to pay the Contract Price to Seller for the Daily Contract Quantity. For the avoidance of doubt, a Reset Period Remarketing Notice does relieve Buyer of this obligation.

### ***Section 9.02 Remarketing Terms.***

(a) For all Gas remarketed pursuant to Section 9.01, if the remarketed Gas does not sell for a price equal to or exceeding the Contract Price plus the Administrative Charge, then Buyer shall pay Seller for the difference between the Contract Price plus the Administrative Charge and the price at which the remarketed Gas actually sold.

(b) If during any period of twelve (12) consecutive Months during the Delivery Period (i) the sum of (A) the quantity of Gas requested to be remarketed under Section 9.01, and (B) the quantity of Gas which Buyer fails to take under Section 4.02 (without duplication), exceeds (ii) fifty percent (50%) of the sum of the Daily Contract Quantity during such twelve (12) Month period, and (iii) Seller shall have given written notice thereof to Buyer, then a "*Partial Termination Condition*" shall be deemed to exist and Section 8.03(c) shall apply.

## **ARTICLE X EXCHANGES**

***Section 10.01 General Principle.*** With the consent of Seller, Buyer may effectuate an exchange of Delivery Points for Gas purchased under this Contract on a daily or monthly basis, provided, however, that any failure by a third party to perform its obligations under any such exchange arrangement shall not relieve Buyer of its obligations under this Contract.

## **ARTICLE XI REPRESENTATIONS, WARRANTIES AND COVENANTS**

***Section 11.01 Tax-Exempt Status of the Bonds.*** Buyer and Seller acknowledge and agree that Seller will finance the prepayment under the Prepaid Agreement with the proceeds of the Bonds, which will be issued as obligations under which the interest is excluded from the gross income of the owners thereof for federal income tax purposes. Buyer and Seller covenant and agree that each will not take any action, or fail to take any action, or permit any action to be taken on its behalf or cause or permit any circumstance within its control to arise or continue, if any such action or inaction would adversely affect the exclusion from gross income for federal income tax purposes of the interest on any of the Bonds under the Code. Buyer further agrees that it will provide all documents and records reasonably requested by Seller for response to any inquiry or audit relating to the tax-exempt status of the bonds.

### ***Section 11.02 Qualifying Use.***

(a) Buyer represents, warrants, covenants and agrees that:

(i) it is (A) either (1) a Municipal Utility or (2) a Governmental Person that sells Gas (or electricity generated from such Gas) to a Municipal Utility, and (B) which, in either case, possesses all power, authority, and applicable approvals necessary for it to enter into this Contract;

(ii) it has delivered to Seller, as a condition precedent to Seller's execution of this Contract, the Buyer Certificate in substantially the form set forth in Exhibit D hereto;

(iii) the Gas purchased under this Contract is and shall be used, at all times during the Delivery Period, by Buyer in its normal and customary governmental utility operations to provide utility service to consumers located within its governmental service territory pursuant to Buyer's generally applicable and uniformly applied rate schedules and tariffs as they exist from time to time; and

(iv) it will execute such additional documents and certificates as Bond Counsel may reasonably request evidencing Gas Purchaser's compliance with this Section, with the Code, and with Treasury Regulations thereunder.

(b) Without limiting the foregoing, Buyer further agrees that it will use the Gas (i) for Qualifying Use, (ii) in a manner that will not result in any Private Business Use, and (iii) that it will not use Gas purchased under this Contract in any other manner without the prior written consent of Seller. Buyer agrees that it will execute such additional documents and certificates as Bond Counsel may reasonably request evidencing Gas Purchaser's compliance with this Section, with the Code, and with Treasury Regulations thereunder.

**Section 11.03 Representations and Warranties.** As a material inducement to entering into this Contract, each Party, with respect to itself, hereby represents and warrants to the other Party as of the Effective Date as follows:

(a) it is duly organized and validly existing in good standing under the Laws of the state or commonwealth in which it is organized, and has all requisite power and authority, corporate or otherwise, to enter into and to perform its obligations hereunder and to carry out the terms and conditions hereof and the transactions contemplated hereby;

(b) it has all requisite power and authority to conduct its business, to own its properties and to execute, deliver and perform its obligations under this Contract;

(c) there is no litigation, action, suit, proceeding or investigation pending or, to the best of such Party's knowledge, threatened, before or by any Government Agency that could reasonably be expected to materially and adversely affect the performance by such Party of its obligations hereunder or that questions the validity, binding effect or enforceability hereof or of any action taken or to be taken by such Party pursuant hereto or any of the transactions contemplated hereby;

(d) the execution, delivery and performance of this Contract by such Party have been duly authorized by all necessary actions on the part of such Party and do not require any approval or consent of any security holder of such Party or any holder (or any trustee for any holder) of any indebtedness or other obligation of such Party;

(e) this Contract has been duly executed and delivered on behalf of such Party by an appropriate officer or authorized Person of such Party and constitutes the legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms, as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditors' rights generally and by general principles of equity;

(f) the execution, delivery and performance of this Contract by such Party shall not violate any provision of any Law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it;

(g) the execution, delivery and performance by such Party of this Contract, and the consummation of the transactions contemplated hereby, including the incurrence by such Party of its financial obligations hereunder, shall not result in any violation of any term of any material contract or agreement applicable to it, or any of its charter or bylaws or of any license, permit, franchise, judgment, writ, injunction or regulation, decree, order, charter, Law, ordinance, rule or regulation applicable to it or any of its properties or to any obligations incurred by it or by which it or any of its properties or obligations are bound or affected, or of any determination or award of any arbitrator applicable to it, and shall not conflict with, or cause a breach of, or default under, any such term or result in the creation of any Lien upon any of its properties or assets; and

(h) to the best of the knowledge and belief of such Party, no consent, approval, order or authorization of, or registration, declaration or filing with, or giving of notice to, obtaining of any license or permit from, or taking of any other action with respect to, any Government Agency is required in connection with the valid authorization, execution, delivery and performance by such Party of this Contract or the consummation of any of the transactions contemplated hereby.

**Section 11.04 Additional Representations, Warranties and Covenants of Buyer.**

As a material inducement to entering into this Contract, Buyer hereby represents, warrants and covenants to Seller as follows:

(a) the amounts payable by Buyer under this Contract (i) shall be payable as a cost of purchased Gas (or fuel) and as an item of operating expenses of Buyer or Buyer's municipal gas (or electric) utility that is payable prior to debt service on Buyer's revenue bonds, if applicable, and (ii) do not constitute an indebtedness or liability of Buyer within the meaning of any constitutional or statutory limitation or restriction applicable to Buyer; and

(b) Buyer shall establish, maintain and collect rates and charges for the sale or use of Gas or electric energy generated, transmitted, distributed or furnished by it so as to provide revenues sufficient, together with other legally available moneys, to enable Buyer to pay timely all amounts payable to Seller under this Contract, to pay any other amounts legally payable from such revenues, to maintain any required reserves pursuant to any financing obligations, and to promptly enforce the payment of any and all accounts owing to Buyer for the sale of Gas or electricity or the provision of distribution or other services to its customers.

(c) Buyer further agrees to use Gas purchased under this Contract prior to other Gas purchased by Buyer that is not subject to any Qualifying Use restrictions.

**Section 11.05 Negative Covenant.** Buyer agrees that unless the Receivable Purchase Agreement Provider shall otherwise expressly consent in writing, Buyer shall not create, incur or suffer to exist, or agree to create, incur or suffer to exist, or consent to cause or permit in the future (upon the happening of a contingency or otherwise) the creation, incurrence or existence of any Lien on the source of payment for Buyer's payment obligations hereunder to or for the benefit of any Person that would provide such Person with a right to payment that is prior to the

rights of Seller to payment under this Contract or the rights of the Receivable Purchase Agreement Provider to payment under this Contract.

**Section 11.06 Limited Obligation of Buyer.** Buyer's obligation to make payments it is required to make under this Contract is a several obligation of Buyer and is not a joint obligation with the obligations of other buyers participating in the Gas Project. The obligations of Buyer to make payments under this Contract is a limited obligation payable solely from legally available revenues of the Buyer's municipal gas utility and it not a general obligation of Buyer.

## **ARTICLE XII TAXES**

**Section 12.01 Taxes.** Seller shall (i) be responsible for and shall pay, cause to be paid, or promptly reimburse Buyer if Buyer has paid all Taxes assessed upstream of the Delivery Point, and (ii) indemnify Buyer and its Affiliates for any such taxes paid by Buyer or its Affiliates. Buyer shall (i) be responsible for and shall pay, cause to be paid, or promptly reimburse Seller if Seller has paid, all Taxes assessed at or downstream of the Delivery Point, and (ii) indemnify Seller and its Affiliates for any such taxes paid by Seller or its Affiliates. The Index Price and the Alternate Price do not include any applicable state or local, gross receipts, compensating, utility, transaction privilege, sales or use tax, and any other transactional-type tax which may be levied as a result of sales of or use of Gas hereunder and that is allowed by applicable law to be invoiced to the Buyer as a separate charge from the Index Price or the Alternate Price, whether measured by quantity or revenues; and if there are any such taxes Seller will invoice Buyer and Buyer will pay Seller the amount of such taxes which Seller will remit as required by applicable law. The Parties agree to cooperate, in the event either party in good faith protests, contests, disputes, or files a refund request, with the applicable taxing authority or court with jurisdiction, by providing any relevant information, upon request, within a party's possession, which will support the filing party's filing. At Seller's request, Buyer shall provide Seller with a valid sales tax exemption certificate and any other required exemption or resale certificate to the extent applicable necessary for exemption from any relevant state taxes that may be levied against the Parties in relation to the transactions under, or pursuant, to this Contract.

## **ARTICLE XIII FORCE MAJEURE**

### **Section 13.01 Force Majeure.**

(a) Except with regard to a Party's obligation to make payment(s) due hereunder, neither Party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in this Section 13.01.

(b) Notwithstanding and without limiting the generality of the foregoing, Buyer acknowledges and agrees that the Delivery Points under this Contract are at, near, or supplied by Gas production areas at point(s) or pool(s) at which Gas is aggregated, and that these Gas production areas may be affected by weather-related events, including hurricanes and wellhead freeze offs, which could disrupt or curtail Seller's ability to access Gas supplies, and that such circumstances, if and to the extent that they actually affect Seller's performance, constitute a Force Majeure event that relieves Seller of all or part, as applicable, of its obligations under this Contract to either (a) make deliveries of Gas, or (b) financially to keep Buyer whole, in either

case by using any other source of Gas that may be available, including without limitation (x) storage deliveries and (y) deliveries under any third-party supply contracts not used to supply Gas under this Contract prior to such event, including deliveries from a different supply region than the regions used to supply Gas at the Delivery Points.

(c) Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuations of the affected area, floods, washouts, explosions or breakage, accident or the necessity of repairs to machinery or equipment or lines of pipe; (ii) weather-related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts, or other industrial disturbances, riots, sabotage, insurrections, acts of terrorism or wars; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance. In no event shall Seller be under any obligation to source Gas from storage or other markets if an event of Force Majeure occurs. To the extent an event of Force Majeure occurs, Seller or Buyer will allocate the supply or purchase of Firm Gas for affected transactions, as applicable, on a pro rata basis with other similarly situated Firm Gas customers.

(d) If an event of Force Majeure occurs, the Party affected may, in its sole discretion and without notice to the other Party, determine not to make a claim of Force Majeure and waive its rights under this Contract as such rights would apply to such event. Such determination or waiver shall not preclude the affected Party from claiming Force Majeure with respect to any subsequent event, including any event that is substantially similar to the event with respect to which such determination or waiver is made.

(e) Neither Party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is prevented by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path Firm transportation is also curtailed; (ii) the Party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; (iii) Seller's ability to sell Gas at a higher or more advantageous price, Buyer's ability to purchase Gas at a lower or more advantageous price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's markets or Buyer's inability to use or resell Gas purchased under this Contract, except, in either case, as a result of Force Majeure; or (v) the loss or failure of Seller's Gas supply or depletion of reserves, except, in either case, for reasons of Force Majeure. The Party claiming Force Majeure shall not be excused from its responsibility for costs associated with Imbalance Charges.

(f) Notwithstanding anything to the contrary in this Contract, the Parties agree that the settlement of strikes, lockouts, or other industrial disturbances shall be within the sole discretion of the Party experiencing such disturbance.

(g) The Party whose performance is prevented by Force Majeure must provide notice to the other Party. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notice of Force Majeure to the other Party, the affected Party

will be relieved of its obligation to make or accept delivery of Gas, as applicable, to the extent and for the duration of the Force Majeure event, and neither Party shall be deemed to have failed in such obligation to the other during such occurrence or event, provided, however, if the Force Majeure event involves Alternate Price Gas, Section 13.01 (h) shall apply.

(h) If, as a result of the event of Force Majeure, Seller is unable to sell and deliver, or Buyer is unable to purchase and receive, the Daily Contract Quantity of Alternate Price Gas, either in whole or in part, then, for the duration of the event of Force Majeure, for each Gas Day, the following settlement obligations between the parties shall apply: (i) if the Index Price exceeds the Alternate Price, Seller shall pay Buyer the difference between the Index Price and the Alternate Price for each MMBtu of such Gas not delivered and/or received on that Day, or (ii) if the Alternate Price exceeds the Index Price, Buyer shall pay Seller the difference between the Alternate Price and the Index Price for each MMBtu of such Gas not delivered and/or received on that Day.

## **ARTICLE XIV GOVERNING RULES AND REGULATIONS**

**Section 14.01 Compliance with Laws.** This Contract shall be subject to all present and future Laws of any Government Agency having jurisdiction, and neither Party has or will knowingly undertake or knowingly cause to be undertaken any activity that would conflict with such Laws; *provided, however*, that nothing herein shall be construed to restrict or limit either Party's right to object to or contest any such Law, and neither acquiescence therein or compliance therewith for any period of time shall be construed as a waiver of such right.

**Section 14.02 Contests.** Excluding all matters involving a contractual dispute between the Parties, no Party shall contest, cause to be contested or in any way actively support the contest of the equity, fairness, reasonableness or lawfulness of any terms or conditions set forth or established pursuant to this Contract, as those terms or conditions may be at issue before any Government Agency in any proceeding, if the successful result of such contest would be to preclude or excuse the performance of this Contract by either Party.

**Section 14.03 Defense of Contract.** Excluding all matters involving a contractual dispute between the Parties, each Party shall hereafter defend and support, and shall take no action in derogation of, this Contract before any Government Agency in any proceeding involving such Party, if the substance, validity or enforceability of all or any part of this Contract is hereafter challenged or if any proposed changes in Law or regulatory practices or procedures would have the effect of making this Contract invalid or unenforceable or would subject either Party to any greater or different regulation or jurisdiction that materially affects the rights or obligations of the Parties under this Contract.

**Section 14.04 Continuing Disclosure.** Buyer agrees to provide Seller with its publicly available financial statements and operating information and authorizes Seller to use all or part of such information in its official statement with respect to the Bonds. Seller shall bear responsibility for determining which portions of such information to include and which portions to omit from the official statement. Buyer shall also: (a) provide Seller with such annual updates to such information as Seller reasonably may request for use in any continuing disclosure filings that Seller may be required to make under Rule 15(c) 2-12; and (b) on an annual basis, provide Seller with the audited financial statements and annual operating report of the Buyer as soon as they are available upon request.

**Section 14.05 Obligations of Buyer with Respect to the Bonds.** The Parties acknowledge and agree that the Buyer shall have no obligation with respect to the Bonds, except as expressly set forth herein. Without limiting the foregoing statement, the Gas Buyer:

(a) shall have no responsibility for and makes no representation with respect to any disclosure provided in connection with the Bonds, other than the accuracy of the financial and operating information concerning the Buyer and provided to Seller pursuant to Section 14.04;

(b) except as provided in the Tax Certifications provided in Section 6 of the Buyer Certificate, the form of which is attached hereto as Exhibit D, provided by the Buyer, makes no representation or undertaking with respect to and shall not be responsible for the original or continuing exclusion from gross income for federal income tax purposes of interest on the Bonds

(c) other than its express payment obligations under this Agreement, shall have no obligation for the payment of any payment obligation with respect to or arising out of the issuance of the Bonds;

(d) shall have no obligation to cure any default with respect to the Bonds or any default by the Seller or any other buyer under the Gas Project under any agreement entered into in connection with the issuance of the Bonds;

(e) shall bear no increased cost or obligation due to any default by the Seller or any other buyer under the Gas Project with respect to the Bonds or under any participation or gas supply agreement entered into in connection with the Bonds; and

(f) except as expressly provided in Section 14.04 above, shall have no obligation or responsibility for disclosure or continuing disclosure with respect to the Bonds or compliance with Rule 15(c)2-12 in relation to the Bonds.

## **ARTICLE XV MISCELLANEOUS**

**Section 15.01 Assignment.** Neither Party shall assign this Contract or any of its rights or obligations under this Contract without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, *provided, however* (i) Seller may pledge and assign its right, title, and interest in this Contract and the amounts payable by Buyer under this Contract to the Trustee under the Indenture, such that the Trustee or any receiver appointed under the Indenture shall have the right (but not be obligated) to enforce all obligations of Buyer and to perform all obligations of Seller under this Contract; (ii) in the event of Payment Default and receipt by the Trustee of payment by the Receivables Purchase Agreement Provider of amounts owing by Buyer, Seller shall transfer and assign its rights under this Contract to collect the unpaid amounts due from Buyer to the Receivables Purchase Agreement Provider; and (iii) Buyer shall not assign this Contract or any of its rights or obligations under this Contract to any Person other than a Municipal Utility that executes and delivers to Buyer and Seller a Qualifying Use Certificate, unless Buyer obtains and delivers to Seller a Favorable Opinion of Bond Counsel, and without the prior written consent of BPEC and the Receivables Purchase Agreement Provider.

**Section 15.02 Notices.** All notices, requests, statements or payments shall be made as specified on Exhibit C hereto. All notices, requests, or statements to Buyer shall be recognized as valid, whether from Seller, or its designee(s), and Buyer shall not be held liable by reason of Buyer having relied on them. Notices required to be in writing shall be delivered by letter, electronic mail, facsimile or other documentary form or such other means of communication as the Parties may agree from time to time in writing and shall be deemed given upon actual receipt by the Party to which such notice is given except that any notices received after 2:00 p.m. CPT shall be deemed received at the close of the next Business Day. A Party may change its address by providing notice of same in accordance herewith. Notwithstanding the foregoing, any notices regarding day-to-day operations may be given orally, to be followed up in writing.

**Section 15.03 Indemnification Procedure.** With respect to each indemnification included in this Contract, the indemnity is given to the fullest extent permitted by applicable Law and the following provisions shall be applicable. The indemnified Party shall promptly notify the indemnifying Party in writing of any Claim and the indemnifying Party shall have the right to assume its investigation and defense, including employment of counsel, and shall be obligated to pay related court costs and the indemnifying Party's attorneys' and experts' fees, and to post any appeals bonds; *provided, however*, that the indemnified Party shall have the right to employ at its expense separate counsel and participate in the defense of any Claim. The indemnifying Party shall not be liable for any settlement of a Claim without its express written consent thereto. In order to prevent double recovery, the indemnified Party shall reimburse the indemnifying Party for reasonable payments or costs incurred in respect of an indemnity with the proceeds of any judgment, insurance, bond, surety or other recovery made by the indemnified Party with respect to a covered event.

**Section 15.04 Entirety.** This Contract, including the exhibits hereto, constitutes the entire agreement between the Parties and supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those herein expressed. Except for any matters that, in accordance with the express provisions of this Contract, may be resolved by oral agreement between the Parties, no amendment, modification or change herein shall be enforceable unless reduced to writing and executed by both Parties.

**Section 15.05 Governing Law.** This Contract shall be interpreted and construed in accordance with the applicable Laws of the State of New York, excluding conflicts of law principles which would refer to the laws of another jurisdiction; *provided* that the authority of each of Buyer and Seller to enter into and perform its obligations under this Contract shall be determined in accordance with the Laws of the state or commonwealth, as applicable, of its formation of each Party.

**Section 15.06 Non-Waiver.** No waiver of any breach of any of the terms of this Contract shall be effective unless such waiver is in writing and signed by the Party against whom such waiver is claimed. No waiver of any breach shall be deemed a waiver of any other subsequent breach.

**Section 15.07 Severability.** If any provision of this Contract, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Contract and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the maximum extent permissible under

applicable Law, so long as the economic and legal substance of the transactions contemplated hereby is not affected in any materially adverse manner as to either Party.

**Section 15.08 Exhibits.** Any and all exhibits referenced in this Contract shall be incorporated herein by reference and shall be deemed to be an integral part hereof.

**Section 15.09 Winding Up Arrangements.** All indemnity obligations, audit rights and other provisions specifically providing for survival shall survive the expiration or termination of this Contract. The expiration or termination of this Contract shall not relieve either Party of (a) any unfulfilled obligation or undischarged liability of such Party on the date of such termination, or (b) the consequences of any breach or default of any warranty or covenant contained in this Contract. All obligations and liabilities described in the preceding sentence of this Section 15.09, and applicable provisions of this Contract creating or relating to such obligations and liabilities, shall survive such expiration or termination.

**Section 15.10 Relationship of the Parties.** The Parties shall not be deemed in a relationship of partners or joint ventures by virtue of this Contract, nor shall either Party be an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement. This Contract is intended to secure and provide for the services of each Party as an independent contractor.

**Section 15.11 Immunity.** Buyer and Seller represent and covenant to and agree that each is not entitled to the defense of sovereign immunity with respect to its obligations under this Contract.

**Section 15.12 Counterparts.** This Contract may be executed and acknowledged in multiple counterparts and by different Parties in separate counterparts, each of which shall be an original and all of which shall be and constitute one and the same instrument.

**Section 15.13 Third-Party Beneficiaries.** With the exception of the Receivables Purchase Agreement Provider and as provided in Section 15.14 with respect to the Trustee, the Parties acknowledge and agree that there are no third party beneficiaries of this Contract, and that this Contract shall not impart any rights enforceable by any person, firm, organization, or corporation not a party to this Contract. Regarding the Receivables Purchase Agreement Provider, it shall be an express third party beneficiary of this Contract entitled, but not obligated, to enforce each of the covenants and provisions of this Contract. Each Party expressly acknowledges and agrees that, irrespective of any action taken or omitted to be taken by the Receivables Purchase Agreement Provider under or in connection with this Contract or otherwise in connection with the transactions contemplated by this Contract, the sole liability and obligation of the Receivables Purchase Agreement Provider in connection therewith shall be those obligations which are expressly undertaken pursuant to the Receivables Purchase Agreement.

**Section 15.14 Rights of Trustee.** Pursuant to the terms of the Indenture, Seller has irrevocably appointed the Trustee as its agent to issue notices (including Remarketing Notices) and to take any other actions that Seller is required or permitted to take under this Contract, and as assignee of Seller under the Indenture and subject to the terms thereof, the Trustee shall have all rights of Seller to enforce Buyer's payment and other obligations under this Contract on behalf of the holders of the Bonds and the other parties secured under the Indenture. Buyer may rely on notices or other actions taken by Seller or the Trustee, and Buyer has the right to

exclusively rely on any notices delivered by the Trustee, regardless of any conflicting notices that it may receive from Seller.

**Section 15.15 Non-Publication of Index Price.** Pursuant to the Prepaid Agreement, Seller and BPEC shall undertake a process to agree on a replacement Index Price (or on a method for determining a replacement Index Price) for the affected Gas Day(s) should any of the following events occur: (a) the failure of the price source to announce or publish information necessary for determining the Index Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the price source; (c) the temporary or permanent discontinuance or unavailability of the price source; (d) the temporary or permanent closing of any exchange acting as the price source; or (e) both Seller and BPEC agree that a material change in the formula for or the method of determining the Index Price has occurred. Seller shall involve Buyer in this process. If Seller incurs any costs associated with this process, such as payment to an independent third party, such costs shall be paid by Buyer proportionately with all other affected buyers under the Gas Project.

## **ARTICLE XVI PROJECT MANAGEMENT AND ADMINISTRATION**

**Section 16.01 Administration of the Gas Project.** Seller covenants and agrees that it will use its best efforts to acquire, manage and administer the Gas Project for the benefit of all of the Gas Purchasers. Buyer acknowledges and agrees that Seller may from time to time enter into amendments of and supplements to the Indenture and any or all of the related project agreements and that Seller will not be required to obtain the consent or approval of Buyer in connection with any such supplement or amendment.

## **ARTICLE XVII CLOSING DOCUMENTATION**

### **Section 17.01 Closing Documentation.**

(a) The following documents shall be delivered by Buyer on or before the Effective Date of this Contract:

(i) a completed and executed certificate of Buyer, in substantially the form attached as Exhibit D;

(ii) a certificate of the Secretary or Assistant Secretary or other duly authorized representative of Buyer setting forth (i) the resolution or ordinance of its governing body authorizing Buyer to execute and deliver this Contract and to enter into the transactions contemplated hereby and any agreements relating thereto, in substantially the form attached as Exhibit G, (ii) the appropriate individuals who are authorized to execute the Contract and any such agreements, (iii) specimen signatures of such authorized individuals, and (iv) the organizational documents of Buyer, certified as being true and complete;

(iii) such other documents, certificates and opinions as may be reasonably requested by Seller; and

(iv) a legal opinion of counsel to the Buyer, in substantially the form of Exhibit F hereto, addressed to Seller, the Trustee and the Receivables Purchase Agreement Provider to the effect that this Contract has been duly authorized, executed and delivered by Buyer and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

(b) On the Effective Date of this Contract, Seller shall deliver to Buyer

(i) a legal opinion addressed to the Buyer, Trustee, BPEC, the Swap Counterparty and the Receivables Purchase Agreement Provider to the effect that this Contract has been duly authorized, executed and delivered by Seller and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

(c) Buyer shall provide to Seller such updates to the documents provided by Buyer pursuant to Section 17.01(a) as Seller may reasonably request prior to the beginning of the Delivery Period.

IN WITNESS WHEREOF, Seller and Buyer have caused this Contract to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

**THE CITY OF PENSACOLA, FLORIDA, DBA  
PENSACOLA ENERGY**

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

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

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

**THE GULF STATES GAS DISTRICT**

By:

Name:

Title:

**EXHIBIT A**  
**DAILY CONTRACT QUANTITY**

<b>Month</b>	<b>MMBtu/Day</b>
January	2,500
February	2,500
March	2,500
April	1,500
May	1,500
June	1,500
July	1,500
August	1,500
September	1,500
October	1,500
November	2,500
December	2,500

**EXHIBIT B**  
**DELIVERY POINTS AND PRICES**

**Delivery Point**

Gulf South Pipeline A7 Pool

**Prices**

Index Price:

Alternate Price:      Fixed Price @ \$\_\_\_\_\_

## EXHIBIT C

### NOTICE CONTACT AND PAYMENT INSTRUCTIONS

#### NOTICES

If to Seller:                      The Gulf States Gas District

   [Address]  
   Attention: \_\_\_\_\_  
   Telephone: (\_\_\_\_) \_\_\_\_-\_\_\_\_  
   Fax: (\_\_\_\_) \_\_\_\_-\_\_\_\_  
   E-mail:

   with a copy to:              BP Energy Company  
   P.O. Box 3092  
   Houston, TX 77253-3092  
   Attention: Confirmations Dept  
   Telephone: 713-323-1866  
   Fax: 281-227-8470

If to Buyer:                      The City of Pensacola, Florida, DBA  
   Pensacola Energy  
   Attention: Department  
   Telephone: (\_\_\_\_) \_\_\_\_-\_\_\_\_  
   Fax: (\_\_\_\_) \_\_\_\_-\_\_\_\_  
   E-mail:

If to the Trustee:                      The Bank of New York Mellon Trust Company, N.A.  
   The Financial Center  
   505 North 20<sup>th</sup> Street, Suite 950  
   Birmingham, AL 35203  
   Attention: Corporate Trust  
   Telephone (205) 214-0209  
   Facsimile: (205) 328-7169

#### PAYMENT INSTRUCTIONS

By Wire Transfer to Seller:

   The Bank of New York Mellon  
   ABA #: \_\_\_\_\_  
   A/C #: \_\_\_\_\_  
   FBO:    Gulf States Gas District 2021A Rev Fd.  
   Attn:    Libby Carpenter (205) 214-0223

**EXHIBIT D**  
**BUYER CERTIFICATE**

DATED: [Date of Closing]

The undersigned hereby certifies that he is the President of the City Council of the City of Pensacola, Florida, DBA Pensacola Energy ("Buyer"), and that as such he is authorized to execute this certificate on behalf of Buyer. This certificate is executed in connection with the Gas Supply Contract, dated as of June 1, 2021 (the "Gas Supply Contract"), between Buyer and the Gulf States Gas District ("Seller"). Capitalized terms used and not otherwise defined in this Certificate have the meanings assigned to them in the Gas Supply Contract.

Pursuant to the Indenture, Seller will issue the Bonds to finance the cost of acquisition of the Gas Supply Project, Gas from which will be sold to Buyer under the Gas Supply Contract. In connection with the foregoing, Buyer hereby certifies and represents as follows:

1. Buyer is a Municipal Utility duly created and validly existing and in good standing under the laws of the State of Florida ("State") and has the corporate power and authority to enter into and perform its obligations under the Gas Supply Contract.
2. The Gas Supply Contract has been duly authorized, executed and delivered by Buyer, is in full force and effect and constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms. Attached hereto as Annex A is a true, correct and complete copy of the resolution or ordinance of Buyer authorizing the execution and delivery of the Gas Supply Contract.
3. The authorization, execution and delivery of the Gas Supply Contract and compliance with the provisions thereof (a) will not conflict with or constitute a breach of, or default under, any instrument relating to the organization, existence or operation of Buyer, any commitment, agreement, bond resolution, bond, note, indenture or other instrument to which Buyer is a party or by which it or its property is bound or affected, or any ruling, regulation, ordinance, judgment, order or decree to which Buyer (or any of its officers in their respective capacities as such) is subject or any provision of the laws of the State relating to Buyer and its affairs, and (b) will not result in, or require the creation or imposition of, any Lien on any of the properties or revenues of Buyer pursuant to any of the foregoing.
4. There is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency, public board or administrative body pending or, to the best of Buyer's knowledge, threatened, against Buyer which in any way affects or questions the validity or enforceability of any provision of the Gas Supply Contract.
5. Buyer has entered into the Gas Supply Contract for the purpose of acquiring a long-term supply of Gas (x) for sale to its Retail Customers, or (y) to produce electricity for sale to its Retail Customers.
6. Tax Certifications

- a. Buyer understands that Seller will issue the Bonds to finance prepayment of the purchase price payable by Seller for the Gas to be sold and delivered to Buyer under the Gas Supply Contract. Buyer further understands and acknowledges that Seller will issue the Bonds as tax-exempt obligations under Sections 141-150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury regulations promulgated thereunder (the "Regulations"). Sections 141-150 of the Code and the Regulations impose certain conditions and requirements on Buyer's use of the Gas purchased by it under the Gas Supply Contract (the "Gas Supply") in order to establish and maintain the tax exemption for interest on the Bonds. Buyer understands that the statements made herein will be relied upon by Seller in its effort to comply with the conditions imposed by the Code and the Regulations, and by Bond Counsel in rendering its opinion with respect to the exclusion from gross income for federal income tax purposes of interest on the Bonds.
- b. Definitions: For purposes of this Certificate:
- i. "Testing Period" means calendar years 2016 through 2020.
  - ii. "Service Area" means (A) any area throughout which Buyer provided, at all times during (x) the Testing Period, and (y) the period immediately following the Testing Period and ending on the Issue Date, natural gas transmission or distribution services or electric energy distribution services, or (B) any area recognized as the natural gas or electric distribution service area of Buyer under state or federal law.
  - iii. "Issue Date" shall mean \_\_\_\_\_, 2021, the issue date of the Bonds.
  - iv. "Governmental Person" means a state or local governmental unit or any instrumentality thereof. It does not include the United States or any agency or instrumentality thereof.
  - v. "Retail Customer" shall mean a customer of Buyer located in the Service Area of the Buyer that purchases Gas or electricity, as applicable, for consumption and not for resale.
  - vi. "Nongovernmental Agency" means any Person other than a Governmental Person.
  - vii. "Private Use" means use of property, directly or indirectly, in any trade or business carried on by any Person, or any activity of any Person other than a natural person, in each case excluding Governmental Persons, unless (1) such use is merely as a member of the general public, (2) such property is intended to be and is in fact reasonably available for use on the same basis as natural persons not engaged in a trade or business, and (3) no priority rights therein or special benefits therefrom are extended to such Person (other than customary and reasonable differences in rates and terms and conditions of service for different classes of users). For this purpose, property is considered to be "used" by a Person if it is owned by such Person or otherwise actually or beneficially used by such Person under a lease, management contract,

output-type contract, or similar arrangement. For the avoidance of doubt, Private Use does not arise as a result of the receipt by a Nongovernmental Agency (including an industrial or commercial customer) of retail Gas service from Buyer under a generally applicable and uniformly applied tariff (including, for example, customary and reasonable differences in rates and terms and conditions of service for different classes of users). On the other hand, Private Use does arise, for example, if a Nongovernmental Agency receives retail Gas service for its trade or business from Buyer under a contract entered into between such Nongovernmental Agency and Buyer, other than bona fide requirements contracts satisfying the requirements of the Regulations.

- c. In accordance with the requirements of Sections 141-150 of the Code and the Regulations, Buyer certifies as follows:
  - i. Buyer is a Municipal Utility that owns and operates either or both a gas distribution utility or an electricity distribution utility (the "System").
  - ii. Attachment I hereto shows (A) the average annual amount of Gas either (x) sold by Buyer to Retail Customers within its Service Area during the Testing Period, or (y) used by Buyer to generate electricity for sale to Retail Customers within its Service Area during the Testing Period, (B) the maximum amount of Gas storage available to Buyer on the date hereof, and (C) the amount of Gas that Buyer has a right to acquire for the System from any Person in any year during the term of the Gas Supply Contract.
  - iii. Buyer owns and operates the System and reasonably expects to use all of the Gas Supply solely to (x) furnish Gas to its Retail Customers located in its Service Area in the normal and customary operations of the System, or (y) generate electricity for sale to its Retail Customers located in its Service Area in the normal and customary operation of the System.
  - iv. The amount of Gas to be acquired under the Gas Supply Contract during any year, plus the amount of Gas otherwise available to Buyer for the System as of the Issue Date, does not exceed the sum of (A) the annual average amount during the Testing Period of Gas purchased by Retail Customers of Buyer, (B) the amount of Gas to be used by Buyer to generate electricity for sale to Retail Customers of Buyer, and (C) the amount of Gas to be used to transport the Gas acquired under the Gas Supply Contract to the System during the year. For purposes of the preceding sentence, the "amount of Gas otherwise available to Buyer for the System as of the Issue Date" means the sum of (I) the amount of Gas held by Buyer for the System on the Issue Date, and (II) the amount of Gas that Buyer has an obligation to purchase for the System in any year during the term of the Gas Supply Contract, divided by the number of years in the Gas Supply Contract.
  - v. Buyer will not engage in any intentional act to render the volume of Gas acquired under the Gas Supply Contract to be in excess of (A) the amount of Gas needed to serve (or Gas needed to generate electricity to

serve) Retail Customers of Buyer, and (B) the amount of Gas used to transport the acquired Gas to the System. Buyer reasonably expects that all amounts paid for Gas acquired pursuant to the Gas Supply Contract will be derived from current revenues from operations of the System.

- vi. The Gas Supply is to be used in the Service Area. Therefore, the Gas Supply may not be used in any expansion of the Service Area occurring after the date of this Certificate unless Buyer receives the prior written approval of Seller and agrees to comply with such conditions and limitations as Seller may require, provided however that Buyer may expand its Service Area for this purpose, without seeking approval of Seller, to any area contiguous to its existing Service Area if permitted by State law.
- vii. Except to the extent set forth in the Gas Supply Contract, or a prior written consent of Seller delivered to Buyer, Buyer will not permit any portion of the Gas Supply to be used for a Private Use. In determining compliance with this requirement, Buyer will inform Seller of the current existence of, and during the term of the Gas Supply Contract will notify Seller prior to entering into, any of the following types of contracts or arrangements:
  - (A) Any sale or other disposition to a Nongovernmental Agency of all or any part of the System;
  - (B) Any lease of or management contract for the operation of all or any part of the System if such lease or management contract is with a Nongovernmental Agency;
  - (C) Any contract providing for the sale of Gas delivered under the Gas Supply Contract (or electricity generated with such Gas) to a Nongovernmental Agency; and
  - (D) Any arrangement that conveys to a Nongovernmental Agency priority rights or any other preferential benefits to use of the output of the System (other than customary and reasonable differences in rates and terms and conditions of service for different classes of users).

Buyer will not use any of the types of contracts or arrangements described in A through D above without the prior written approval of Seller and under Seller's the written instruction, provided, however, that arrangements providing for the retail sale of Gas (or electricity generated with such Gas) from the System to the general public (including private businesses as members of the general public) solely on the basis of rates or charges that are generally applicable and uniformly applied do not have to be reported to Seller.

- 7. The undersigned has been duly authorized to execute and deliver this certificate on behalf of Buyer.

Dated as of the day and year first above written.

The City of Pensacola, Florida, DBA  
Pensacola Energy

By

Name:

Its

[SEAL]

## **ANNEX A**

Buyer's resolution attached

**EXHIBIT E**  
**FORM OF RESET REMARKETING NOTICE**

[Date]

The Gulf States Gas District  
[Address]

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

BP Energy Company  
201 Helios Way  
Houston, TX 77079

To the Addressees:

The undersigned, duly authorized representative of the City of Pensacola, Florida, DBA Pensacola Energy (the "Buyer"), is providing this notice (the "Reset Remarketing Election Notice") pursuant to the Gas Supply Contract, dated as of June 1, 2021, between The Gulf States Gas District and the Buyer.

Pursuant to Section 2.04 of the Gas Supply Contract, if the Available Discount for the Reset Period beginning on [\_\_\_\_], 20[\_\_\_] as finally determined does not equal or exceed the Minimum Discount, the Buyer has elected to have its Daily Contract Quantity for each Gas Day of such Reset Period remarketed.

Given this [\_\_\_] day of [\_\_\_\_], 20[\_\_\_].

THE CITY OF PENSACOLA, FLORIDA  
DBA PENSACOLA ENERGY

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

**EXHIBIT F**  
**OPINION OF COUNSEL TO BUYER**

[Date of Closing], 2021

The Gulf States Gas District  
[\_\_\_\_], AL

The Bank of New York Mellon Trust Company, N.A  
Birmingham, AL

BP Energy Company  
Houston, TX

Re: Gas Supply Contract between The Gulf States Gas District  
and the City of Pensacola, Florida, DBA Pensacola Energy

Ladies and Gentlemen:

I am the duly appointed and acting [ ] for and have acted as counsel to the City of Pensacola, Florida, DBA Pensacola Energy ("Buyer") in connection with the Gas Supply Contract between The Gulf States Gas District ("Gulf States") and the Buyer dated as of \_\_\_\_\_, 2021 (the "Gas Supply Contract"). Gulf State acquired a supply of natural gas (the "Gas Supply") from BP Energy Company ("Supplier") pursuant to the Prepaid Natural Gas Purchase and Sale Agreement, dated as of \_\_\_\_\_, 2021, between Supplier and Gulf States with the net proceeds of its Gas Supply Revenue Bonds 2021 Series A. Gulf States will sell a portion of the Gas Supply to the Buyer under the Gas Supply Contract.

Unless otherwise specified herein, all terms used but not defined in this opinion shall have the same meaning ascribed to them in the Gas Supply Contract.

In connection with this opinion, I have assumed the genuineness of all signatures (other than the signatures of officers and directors of the Buyer) and the authenticity of all items submitted to me as originals and the conformity with originals of all items submitted to me as copies, and I am aware of no facts or circumstances that might indicate that these assumptions are not correct. I have further assumed the due authorization, execution and delivery of the Gas Supply Contract by Gulf States. In connection with this opinion, I have examined originals or copies, certified or otherwise identified to my satisfaction, of the following:

(a) Resolution No. \_\_\_\_\_, duly adopted by the governing body of Buyer (the "Resolution") authorizing Buyer to execute and deliver the Gas Supply Contract;

(b) Executed counterparts of the Gas Supply Contract, together with each of the Exhibits thereto; and

(c) Such other documents, information, and facts as are necessary for me to render the opinions contained herein.

Based upon the foregoing, I am of the opinion that:

i. The Buyer is a body politic and corporate, municipal corporation and unit of local government of the State of Florida duly organized and validly existing under the laws of the state of Florida (the "State"), and has the power and authority to deliver gas to retail gas customers (and/or electricity wholly or partly generated from natural gas to retail electric customers) desiring such service from the Buyer within its service area, to own its properties, to carry on its business as now being conducted, to execute, deliver, and perform the Gas Supply Contract.

ii. The rates charged by the Buyer to its retail gas customers (and/or retail electric customers) are currently not regulated by any state or federal regulatory authority.

iii. The Buyer has lawful authority to own, operate, and manage its gas distribution utility (and/or electric distribution utility) and to fix and collect rates, fees and other charges in connection with such distribution system.

iv. The governing body of the Buyer has duly authorized executed, and delivered the Gas Supply Contract and do not and will not require, subsequent to the execution of the Gas Supply Contract by the Buyer, any consent or approval of the governing body or any officers of the Buyer.

v. The Gas Supply Contract constitutes the legal, valid, and binding obligation of the Buyer, enforceable in accordance with its terms. The Buyer complied with any applicable procurement requirements of State or local law prior to entering into the Gas Supply Contract.

vi. The authorization, execution and delivery of the Gas Supply Contract and compliance with the provisions thereof (a) will not conflict with or constitute a breach of, or default under, any instrument relating to the organization, existence or operation of the Buyer, any commitment, agreement, bond resolution, bond, note, indenture or other instrument to which the Buyer is a party or by which it or its property is bound or affected, or any ruling, regulation, ordinance, judgment, order or decree to which the Buyer (or any of its officers in their respective capacities as such) is subject or any provision of the laws of the State relating to the Buyer and its affairs, and (b) will not result in, or require the creation or imposition of, any Lien on any of the properties or revenues of the Buyer pursuant to any of the foregoing. The

foregoing assumes that all payments under the Gas Supply Contract are operating expenses of the Buyer's municipal utility system, as described in the Gas Supply Contract.

vii. As of the date of the Gas Supply Contract, to the best of my knowledge after due inquiry, there is no pending or threatened action or proceeding against or affecting the Buyer which in any way would adversely affect the legality, validity, or enforceability of the Gas Supply Contract.

viii. The foregoing opinion with respect to the enforceability of the Gas Supply Contract is subject to the effect of bankruptcy, insolvency, reorganization, moratorium, and other similar laws relating to or affecting creditors' rights generally, to the exercise of judicial discretion in the appropriate case, and to the limitations imposed by general principles of equity upon the specific enforceability of any of the remedies, covenants or other provisions of the Gas Supply Contract and any related documents and upon the availability of injunctive relief or other equitable remedies.

My opinion as to enforceability is limited by standards of good faith, fair dealing, materiality, and reasonableness that may be applied by a court to the exercise of certain rights and remedies; limitations based on statutes or on public policy limiting a person's right to waive the benefits of statutory provisions or of a common law right; and limitations releasing a party from or indemnifying a party against liability for its own wrongful or negligent act when such release or indemnification is contrary to public policy.

This opinion is rendered solely for use and benefit of the addressees in connection with the Gas Supply Contract and may not be relied upon other than in connection with the Gas Supply Contract, or by any other person or entity for any purpose whatsoever, nor may it be quoted in whole or in part or otherwise referred to in any document or delivered to any other person or entity without the prior written consent of the undersigned.

This opinion is given as of the date hereof and no opinion is expressed as to the effect of future applicable laws or court decisions. I assume no obligation, and expressly disclaim any obligation, to update or supplement this opinion to reflect any facts or circumstances which may hereafter come to my attention or as to any change in laws which may hereafter occur.

Very truly yours,

## EXHIBIT G

### FORM OF BUYER'S AUTHORIZING RESOLUTION

#### RESOLUTION NO. 21-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, (i) AUTHORIZING THE EXECUTION OF A GAS SUPPLY CONTRACT WITH THE GULF STATES GAS DISTRICT ("GSGD") FOR THE PURCHASE OF NATURAL GAS FROM GSGD; (ii) ACKNOWLEDGING THAT GSGD WILL ISSUE ITS GAS SUPPLY REVENUE BONDS TO FUND THE PURCHASE OF A SUPPLY OF NATURAL GAS FROM BP ENERGY COMPANY ("BPEC"), WHICH GAS WILL BE USED TO MAKE DELIVERIES UNDER THE CONTRACT; AND (iii) FOR OTHER PURPOSES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City owns and operates a municipal gas distribution utility and is authorized by the provisions of Florida law to acquire, purchase, transport, store and manage supplies of gas necessary to meet the requirements of the residential, commercial and industrial customers served by such utility; and

WHEREAS, the acquisition of secure, reliable and economic supplies of natural gas is necessary for the prudent and businesslike operation of the utility owned by the City, the continued economic development of its community and the promotion of the public health, safety and welfare; and

WHEREAS, The Gulf States Gas District, which was organized and established pursuant to the provisions of the Alabama Gas Districts Act, Sec. 11-50-390 *et seq.* of the Alabama Code (1975), as amended, has offered to sell to the City, pursuant to the Contract, a supply of natural gas in the quantities on the dates set forth in the Contract, on the condition that GSGD issues its Gas Supply Revenue Bonds, 2021 Series A (the "Bonds"), the proceeds of which will be used to acquire a supply of natural gas (the "Gas Supply") pursuant to a Prepaid Agreement with BPEC (the "Prepaid Agreement"); and

WHEREAS, the City is a Municipal Utility, as such term is defined in the Gas Supply Contract, and desires to enter into the Contract with GSGD.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pensacola, Florida (the "Governing Body"), as follows:

1. Recitals. The aforementioned recitals are true and correct and are hereby incorporated into this resolution as legislative findings.

2. The City hereby authorizes the execution and delivery of the Gas Supply Contract, in substantially the form previously submitted to the City and attached hereto, pursuant to which the City will agree to purchase specified quantities of natural gas from GSGD, such deliveries to be made on the dates, at the volumes and for the prices set forth in such Gas Supply Contract.

3. The Mayor of the City, or his designee, is hereby authorized to execute the Gas Supply Contract and such other closing documents or certificates which may be required or

contemplated in connection with the execution and delivery of the Gas Supply Contract or carrying out the intent and purpose of this resolution.

4 This resolution shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola

Adopted and approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
President of the City Council

Attest:

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

## EXHIBIT H

### FORM OF REMARKETING NOTICE

To: The Gulf States Gas District

From: The City of Pensacola, Florida, DBA Pensacola Energy, Participant

Check the box to indicate type of remarketing.

- ☐ Daily ☐ Monthly
- ☐ Seasonal Remarketing Notice ☐ Remainder of the current Reset Period

Period for which remarketing is requested: \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_

Buyer requests that Seller remarket the amounts of Gas listed below pursuant to Article IX of the Contract for the following reason(s):

---

---

Delivery Point		Daily Contract Quantity and total Quantity subject to remarketing (MMBtu)



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 2021-35

City Council

6/17/2021

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

RESOLUTION NO. 2021-35 - NATURAL GAS SUPPLY CONTRACT WITH GULF STATES GAS DISTRICT

**RECOMMENDATION:**

That City Council adopt Resolution No. 2021-35.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, (i) AUTHORIZING THE EXECUTION OF A GAS SUPPLY CONTRACT WITH THE GULF STATES GAS DISTRICT ("GSGD") FOR THE PURCHASE OF NATURAL GAS FROM GSGD; (ii) ACKNOWLEDGING THAT GSGD WILL ISSUE ITS GAS SUPPLY REVENUE BONDS TO FUND THE PURCHASE OF A SUPPLY OF NATURAL GAS FROM BP ENERGY COMPANY ("BPEC"), WHICH GAS WILL BE USED TO MAKE DELIVERIES UNDER THE CONTRACT; AND (iii) FOR OTHER PURPOSES AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The purpose of the recommendation is to secure a thirty (30) year partial supply of natural gas at a significant savings below index price of gas. On May 10, 2018 City Council approved a natural gas prepayment contract for a portion of Pensacola Energy ("PE") gas supply. A natural gas prepayment project is a structured financial transaction using tax-exempt bonds to prepay for the delivery of gas on a long-term basis to achieve a discount to the market index price of gas. GSGD is a Natural Gas Acquisition Authority and acts as the agency for its members and other participating public agencies to acquire, finance and promote economic sources and supply of natural gas as well as provide transportation, storage and management of gas supply. GSGD will prepay for gas supply from BPEC (PE's current supplier) and sell to the City of Pensacola at a guaranteed minimum discount below the index price of gas.

PE will use the discount to purchase "carbon offset" natural gas from BPEC. Carbon offset is an action to compensate for the emissions of carbon dioxide. BPEC is acquiring global carbon credits that will directly reduce greenhouse gas emissions. PE is working with Mark Jackson, City

Sustainability Coordinator, to support the City of Pensacola's efforts to reduce greenhouse gas emissions and improve the City's environmental footprint.

This resolution is Exhibit G of the Gas Supply Agreement with GSGD.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Natural gas costs are budgeted annually. While the amount of this agreement is unknown, this agreement will reduce natural gas costs for Pensacola Energy customers.

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

5/20/2021

**STAFF CONTACT:**

Keith Wilkins, City Administrator  
Don J. Suarez, Pensacola Energy Director

**ATTACHMENTS:**

- 1) Resolution No. 2021-35

**PRESENTATION:** No

RESOLUTION  
NO. 2021-35

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, (i) AUTHORIZING THE EXECUTION OF A GAS SUPPLY CONTRACT WITH THE GULF STATES GAS DISTRICT ("GSGD") FOR THE PURCHASE OF NATURAL GAS FROM GSGD; (ii) ACKNOWLEDGING THAT GSGD WILL ISSUE ITS GAS SUPPLY REVENUE BONDS TO FUND THE PURCHASE OF A SUPPLY OF NATURAL GAS FROM BP ENERGY COMPANY ("BPEC"), WHICH GAS WILL BE USED TO MAKE DELIVERIES UNDER THE CONTRACT; AND (iii) FOR OTHER PURPOSES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City owns and operates a municipal gas distribution utility and is authorized by the provisions of Florida law to acquire, purchase, transport, store and manage supplies of gas necessary to meet the requirements of the residential, commercial and industrial customers served by such utility; and

WHEREAS, the acquisition of secure, reliable and economic supplies of natural gas is necessary for the prudent and businesslike operation of the utility owned by the City, the continued economic development of its community and the promotion of the public health, safety and welfare; and

WHEREAS, The Gulf States Gas District, which was organized and established pursuant to the provisions of the Alabama Gas Districts Act, Sec. 11-50-390 *et seq.* of the Alabama Code (1975), as amended, has offered to sell to the City, pursuant to the Contract, a supply of natural gas in the quantities on the dates set forth in the Contract, on the condition that GSGD issues its Gas Supply Revenue Bonds, 2021 Series A (the "Bonds"), the proceeds of which will be used to acquire a supply of natural gas (the "Gas Supply") pursuant to a Prepaid Agreement with BPEC (the "Prepaid Agreement"); and

WHEREAS, the City is a Municipal Utility, as such term is defined in the Gas Supply Contract, and desires to enter into the Contract with GSGD.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pensacola, Florida (the "Governing Body"), as follows:

SECTION 1. Recitals. The aforementioned recitals are true and correct and are hereby incorporated into this resolution as legislative findings.

SECTION 2. The City hereby authorizes the execution and delivery of the Gas Supply Contract, in substantially the form previously submitted to the City and attached hereto, pursuant to which the City will agree to purchase specified quantities of natural gas from GSGD, such deliveries to be made on the dates, at the volumes and for the prices set forth in such Gas Supply Contract.

SECTION 3. The Mayor of the City, or his designee, is hereby authorized to execute the Gas Supply Contract and such other closing documents or certificates which may be required or contemplated in connection with the execution and delivery of the Gas Supply Contract or carrying out the intent and purpose of this resolution.

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

Adopted and approved this \_\_\_\_ day of \_\_\_\_\_, 2021.

---

President of the City Council

Attest:

---

City Clerk



## Memorandum

---

**File #:** 21-00514

City Council

6/17/2021

---

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Jennifer Brahier

**SUBJECT:**

ENVIRONMENTAL ADVISORY BOARD (EAB) GOALS - PRIORITIES 2021-2022

**RECOMMENDATION:**

That City Council approved the goals - priorities developed by the Environmental Advisory Board for the upcoming year 2021-2022.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The EAB is tasked with the following responsibilities:

The Board may review and make recommendations to the City Council and Mayor on environmental policy issues as follows:

- 1) Proposed ordinances and codes of an environmental nature
- 2) Proposed changes to existing environmental ordinances and codes
- 3) Other environmental matters affecting the City referred to the Board by the City Council or Mayor
- 4) Other environmental matters affecting the City that are initiated by the Board and approved by the City Council and/or Mayor

With an eye towards the Climate Mitigation and Adaptation Final Report and Recommendations, as well as recommendations made by the Transition Team related to the environment, the Environmental Advisory Board seeks to take a more focused, directed and involved role, based on the subject matter expertise of the members that Council has appointed.

After a great deal of discussion, the attached list of goals - priorities was developed by the Board for items they would like to accomplish and/or address in the upcoming year. While these categories are presented in a broad sense, the Board has developed more objective based actions to assist them in attaining these goals and addressing these priorities.

In the upcoming months, the City Council should expect a greater level of communication from the

Environmental Advisory Board, both seeking guidance and providing recommendations for action.

This item seeks to have City Council approve the Environmental Advisory Board's broad goals for the coming year.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) EAB Goals - Priorities 2021-2022

**PRESENTATION:** No

**Environmental Advisory Board**  
**Goals / Priorities 2021-2022**

- 1. Tree Ordinance**
- 2. Reduction of Greenhouse Gas Emissions**
- 3. Sustainability**
- 4. Environment – including Integrated Pest Management Plan**
- 5. Stormwater**
- 6. Education**



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 2021-37

City Council

6/17/2021

---

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Jared Moore

**SUBJECT:**

RESOLUTION NO. 2021-37 - CITY COUNCIL ENCOURAGES THE WEARING OF FACE COVERINGS WITHIN PUBLIC SETTINGS AND BUSINESSES WITHIN THE CITY FOR THOSE NOT FULLY VACCINATED.

**RECOMMENDATION:**

That City Council adopt Resolution No. 2021-37:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA ENCOURAGING THE WEARING OF FACE COVERINGS IN PUBLIC SETTINGS AND WITHIN BUSINESSES WITHIN THE CITY OF PENSACOLA FOR THOSE NOT FULLY VACCINATED; AND PROVIDING AN EFFECTIVE DATE

**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.

In September of 2020, Governor DeSantis issued Executive Order No. 20-244 which, in part, suspended the collection of fines and penalties associated with COVID-19 enforced upon individuals. In March of 2021, the Governor issued Executive Order 21-65 which remitted any fines imposed between March 1, 2020 and March 10, 2021, by any political subdivision of Florida related to local

government COVID-19 restrictions for individuals and businesses alike.

While the numbers for daily hospitalizations continue to fall and remain quasi-steady and the enforcement of a mandate has been lifted, and with the increased number of fully vaccinated individuals, in keeping with CDC guidelines, this items states Council's encouragement for the continued wearing of face coverings and social distancing for those not fully vaccinated.

#### **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.

September 25, 2020 - Governor Ron DeSantis issued executive Order No. 20-244 , suspending the collection of fines and penalties associated with COVID-19 enforced upon individuals

October 22, 2020- City Council extended Ord. 15-20 until December 10, 2020

December 10, 2020 - City Council extended Ord. 15-20 until February 25, 2021

February 25, 2021 - City Council extended Ord. 15-20 until March 25, 2021.

March 25, 2021 - City Council passed Resolution No. 2021-16

#### **FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Resolution No. 2021-37

**PRESENTATION:** No

RESOLUTION  
NO. 2021-37

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA ENCOURAGING THE WEARING OF FACE COVERINGS IN PUBLIC SETTINGS AND WITHIN BUSINESSES WITHIN THE CITY OF PENSACOLA FOR THOSE NOT FULLY VACCINATED; 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, 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 prohibit local mandates concerning mask wearing and business operations as protective measures against COVID-19; and

WHEREAS, the re-opening of the State has led and will continue to lead to more contact between individuals who may or may not be vaccinated and the potential for increased community spread of the disease; 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, 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, 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, encouraging the continued use of face covering requirements along with immunizations will assist in the slowing of the spread of COVID-19; and

WHEREAS, CDC guidelines currently state, those fully vaccinated can resume activities as were done prior to the pandemic, without a mask or staying six feet apart; and

WHEREAS, not all persons have been vaccinated against COVID, including persons who are too young to receive the vaccine, persons who have been advised by medical persons to not receive the vaccine, and persons who have decided for personal reasons to not be vaccinated; and

WHEREAS, the City Council specifically finds that the continued wearing of face coverings by those not fully vaccinated serves the health, safety and welfare of the citizens;

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

SECTION 1. The City Council of the City of Pensacola encourages citizens and visitors who are not fully vaccinated to continue to wear face coverings when in public settings and businesses where social distancing of six feet is not possible or achievable.

SECTION 2. 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



## Memorandum

**File #:** 2021-36

City Council

6/17/2021

---

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-36 - APPROPRIATING FUNDING IN RELATION TO THE AMERICAN RESCUE PLAN ACT (ARPA) FOR (1) THE RECOVERY OF REVENUE LOSS, (2) GRANT COMPLIANCE AND ADMINISTRATION AND (3) FACILITY IMPROVEMENTS

**RECOMMENDATION:**

That City Council adopt Supplemental Budget Resolution No. 2021-36.

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:**

At the May 24, 2021 City Council workshop, a presentation was given by staff regarding a draft expenditure plan for the American Rescue Plan Act (ARPA). The ARPA is a \$1.9 trillion economic stimulus bill and within ARPA, the Coronavirus Local Fiscal Recovery Fund provides \$350 billion for states, municipalities, counties, tribes, and territories, including \$130 billion for local governments. The City of Pensacola is scheduled to receive \$19,153,643 from the Coronavirus Local Fiscal Recovery Fund. The draft expenditure plan included six (6) spending categories. Appropriations for three (3) of these categories is being requested while City Council approves a plan to spend the remaining funds. The three (3) categories are as follows:

Recovery of Revenue Loss. The ARPA allows revenue replacement for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency, relative to revenues collected in the most recent fiscal year prior to the emergency. Finance has calculated the revenue loss based on guidance from the Department of Treasury and selected funds which revenues were hardest hit by the COVID-19 pandemic. These funds include the City's General Fund, Local Option Gasoline Tax Fund, Stormwater Utility Fund, Parking Management Fund, Recreation Fund, Community Maritime Park Management Fund and Local Option Sales Tax Fund. In addition to these funds, revenue replacement for losses at the Saenger Theater would be set aside to fund revenue losses due to the COVID-19 pandemic. Losses associated with the Parking

Management Fund, Recreation Fund and Community Maritime Park Management Fund would be transferred directly to those funds in order to provide for current cash needs.

Grant Compliance and Administration. The ARPA allows the use of funds to cover the portion of payroll and benefits to employees corresponding to time spent on administrative work necessary due to the COVID-19 public health emergency and its negative impacts. Employee time spent on grant compliance and administration will be charged to the grant. In addition, should the City need to hire staff to administer programs developed by this funding, funds would be available to do so.

Facility Improvements. The ARPA allows the use of funds for COVID-19 mitigation and prevention such as building ventilation improvements in key public locations and adaptations to public buildings to implement COVID-19 mitigation tactics. Planned facility improvements at the City will include adding UV air handlers at various City facilities, reconfiguring nurse stations located at the City hall, reconfigure council chambers to allow for social distancing and improving audio, video and phone services to allow for a better virtual interaction for the public.

This appropriation will help keep those funds hit hardest by loss revenues whole as well as allow the City to move forward with key projects to help mitigate the spread of COVID-19. The remaining \$12,749,003 in unappropriated ARPA funding will be appropriated once City Council approves a spending plan.

**PRIOR ACTION:**

None

**FUNDING:**

Funding

Source: \$ 6,674,640 Coronavirus Local Fiscal Recovery Fund

Actual: \$ 4,559,640 Recovery of Revenue Loss

450,000 Grant Compliance and Administration

1,665,000 Facility Improvements

Total \$ 6,674,640

**FINANCIAL IMPACT:**

Adoption of the Supplemental Budget Resolution will appropriate the funds for the grant in the American Rescue Plan Fund as well as the transfer of loss revenues to the Parking Management Fund, Recreation Fund and Community Maritime Park Management Fund.

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

6/3/2021

**STAFF CONTACT:**

Keith Wilkins, City Administrator

Amy Lovoy, Finance Director

**ATTACHMENTS:**

- 1) Supplemental Budget Resolution No. 2021-36
- 2) Supplemental Budget Explanation No. 2021-36

**PRESENTATION:** No

**RESOLUTION  
NO. 2021-36**

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. AMERICAN RESCUE PLAN FUND**

To:	Federal Grants	6,674,640
To:	Personal Services	450,000
To:	Operating Expenses	2,939,140
To:	Capital Outlay	1,665,000
To:	Transfer Out to Parking Mgmt Fund	300,000
To:	Transfer Out to Recreation Fund	786,500
To:	Transfer Out to Community Maritime Park Fund	534,000

**B. PARKING MANAGEMENT FUND**

To:	Transfer In From American Rescue Plan Fund	300,000
-----	--	---------

**C. RECREATION FUND**

To:	Transfer In From American Rescue Plan Fund	786,500
-----	--	---------

**D. COMMUNITY MARITIME PARK MGMT SERVICES FUND**

To:	Transfer In From American Rescue Plan Fund	534,000
-----	--	---------

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

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

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

Attest:

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

**THE CITY OF PENSACOLA**

**JUNE 2021 - SUPPLEMENTAL BUDGET RESOLUTION -AMERICAN RESCUE PLAN ACT (ARPA) FUNDS - RES NO. 2021-36**

FUND	AMOUNT	DESCRIPTION
<b>A. AMERICAN RESCUE PLAN FUND</b>		
Estimated Revenues		
Federal Grants	6,674,640	Appropriate estimated revenue from Federal Grants
Total Estimated Revenues	<u>6,674,640</u>	
Appropriations		
Personal Services	450,000	Appropriate funding for Personal Services
Operating Expenses	2,939,140	Appropriate funding for Operating Expenses
Capital Outlay	1,665,000	Appropriate funding for Capital Outlay
Transfer Out To Parking Mgmt Fund	300,000	Appropriate funding Transfer to Parking Mgmt Fund
Transfer Out To Recreation Fund	786,500	Appropriate funding Transfer to Recreation Fund
Transfer Out To Maritime Park Fund	534,000	Appropriate funding Transfer to Maritime Park Fund
Total Appropriations	<u>6,674,640</u>	
<b>B. PARKING MANAGEMENT FUND</b>		
Estimated Revenues		
Transfer in From ARP Fund	300,000	Appropriate estimated revenue from Transfer In From ARP Fund
Total Revenues	<u>300,000</u>	
Fund Balance	<u>(300,000)</u>	Decrease appropriated fund balance
Total Estimated Revenues and Fund Balance	<u>0</u>	
<b>C. RECREATION FUND</b>		
Estimated Revenues		
Transfer in From ARP Fund	786,500	Appropriate estimated revenue from Transfer In From ARP Fund
Total Revenues	<u>786,500</u>	
Fund Balance	<u>(786,500)</u>	Decrease appropriated fund balance
Total Estimated Revenues and Fund Balance	<u>0</u>	
<b>D. COMMUNITY MARITIME PARK MGMT SERVICES FUND</b>		
Estimated Revenues		
Transfer in From ARP Fund	534,000	Appropriate estimated revenue from Transfer In From ARP Fund
Total Revenues	<u>534,000</u>	
Fund Balance	<u>(534,000)</u>	Decrease appropriated fund balance
Total Estimated Revenues and Fund Balance	<u>0</u>	



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

---

**File #:** 2021-34

City Council

6/17/2021

---

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

RESOLUTION NO. 2021-34 - SUBORDINATION OF CITY UTILITY INTEREST WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

**RECOMMENDATION:**

That City Council adopt Resolution No. 2021-34.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, FOR THE SUBORDINATION OF CITY UTILITY INTEREST BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND CITY OF PENSACOLA (CITY) d/b/a PENSACOLA ENERGY FOR PARCEL 100.3R, SEGMENT #2224761, MANAGING DISTRICT 3, COUNTY ESCAMBIA.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Pensacola Energy acquired the easement along the 12 inch and 16 inch gas lines from Gulf South during the pipeline acquisition in 2012. FDOT has purchased the parcel south of S.R. No. 8 (I-10) containing the Thomas Eugene Moore Easement as recorded in DB 337 PG 771 for the purposes of constructing a drainage pond and therefore requesting subordination of the 30 foot wide easement area that extends approximately 170' across the property corner. The City will maintain the right to operate and service its facilities within this area with new construction subject to FDOT permit approval. If relocation is necessary for FDOT highway purposes, the City shall have the right to receive reimbursement from FDOT for the relocation.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

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

5/20/2021

**STAFF CONTACT:**

Keith Wilkins, City Administrator

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

Don Suarez, Pensacola Energy Director

**ATTACHMENTS:**

- 1) Resolution No. 2021-34
- 2) Subordination of City Utility Interest Agreement Parcel 100.3R
- 3) FDOT Right of Way Map

**PRESENTATION:** No

RESOLUTION  
NO. 2021-34

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, FOR THE SUBORDINATION OF CITY UTILITY INTEREST BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND CITY OF PENSACOLA (CITY) d/b/a PENSACOLA ENERGY FOR PARCEL 100.3R, SEGMENT #2224761, MANAGING DISTRICT 3, COUNTY ESCAMBIA.

WHEREAS, the FDOT proposes to construct or improve State Road No. 8 (I-10), Financial Project No. 2224761, in Escambia County, Florida, and

WHEREAS, it is necessary that certain easement rights now owned by the City of Pensacola, Florida, be subordinated to the rights of FDOT, and

WHEREAS, said subordination is in the best interest of the City, and

WHEREAS, FDOT has made application to said City to execute and deliver to FDOT the attached subordination of utility interest, or interests, in favor of the FDOT, and said request having been duly considered.

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

SECTION 1. That application of the FDOT for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interests and for public welfare; that a subordination of utility interest, or interests, in favor of FDOT should be drawn and executed by City Council of the City of Pensacola, Florida.

SECTION 2. That a copy of this Resolution be forwarded forthwith to FDOT at Chipley, Florida.

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

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

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

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

ATTEST:

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

February 15, 2021

This instrument prepared by,  
or under the direction of,  
Shad Redmon  
Department of Transportation  
P. O. Box 607  
Chipley, FL 32428

Legal description approved by:  
Wilson Dilmore

Parcel	100.3R
Item/Segment No.	2224761
Managing District	3
S.R. No.	8 (I-10)
County	Escambia

SUBORDINATION OF CITY UTILITY INTERESTS

THIS AGREEMENT is entered into on \_\_\_\_\_, 20\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) and CITY OF PENSACOLA, FLORIDA (City) d/b/a PENSACOLA ENERGY.

WITNESSETH:

WHEREAS, the City presently has an interest in land that is necessary for highway purposes and the City has facilities located on the land.

WHEREAS, the proposed use of the land for highway purposes will require subordination by the City to the FDOT of the interest claimed in the land.

WHEREAS, the FDOT is willing to pay to have the City's facilities relocated, if necessary, to prevent conflict with the facilities on the FDOT's project #2224761.

THEREFORE, in consideration of the mutual covenants and promises of the parties, the City and the FDOT agree as follows:

- 1. The City subordinates to FDOT, its successors or assigns, its interest in the following described land:

Pond W1

A parcel of land lying southerly of State Road 8 (I-10) and being in Section 23, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: Commence at a 60d nail (no ID) marking the northeast corner of said Section 23; thence South 03°38'20" West 5,209.32 feet along the east line of said Section 23 to the centerline of survey of State Road 8 (I-10) as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F. P. No. 2224761 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); said point being on a non-tangent curve to the right (concave northerly); thence from a tangent bearing of North 73°57'08" West, run northwesterly along said centerline of survey and said curve, having a radius of 5,726.40 feet, for a distance of 42.28 feet, through a central angle of 00°25'23" to end of curve; thence departing said centerline, South 16°28'15" West 150.00 feet to the intersection of the existing southerly Limited Access right of way line of said State Road 8 (I-10) as shown on said right of way map with the southerly line of said Section 23 and POINT OF BEGINNING; thence North 87°05'43" West 1,221.85 feet along said southerly section line; thence departing said southerly section line, North 02°51'09" East 442.85 feet to said existing southerly right of way line and a point of non-tangent curve to the left (concave northerly); thence from a tangent bearing of South 60°49'41" East, run southeasterly along said southerly right of way line and along said curve, having a radius of 5,876.40 feet, for a distance of 1,302.68 feet, through a central angle of 12°42'05" to end of curve and POINT OF BEGINNING;

Containing 5.493 acres, more or less.

The interest of the City being subordinated includes, but is not necessarily limited to, the interest created by the following described document:

**RECORDED:**

INSTRUMENT	DATE	FROM	TO	BOOK/PAGE
Easement	4/18/1967	Thomas Eugene Moore, et ux	United Gas Pipe Line Company	DB 337 PG 771

2. The City shall have the right to relocate its facilities within the FDOT right of way and the right to receive reimbursement from the FDOT for the relocation. Subsequent to the relocation, the City shall have the right to operate and maintain its facilities within the FDOT right of way, subject to the provisions of the permit and the Utility Accommodation Manual. However, any new construction or relocation, subsequent to the first relocation, shall be subject to the approval of the FDOT. (Approval shall not be withheld or delayed unreasonably.) If the FDOT does not allow the first relocation of the facilities within the right of way or should the FDOT require any subsequent relocation of the facilities, the FDOT agrees to pay the cost of such relocation, including the cost of acquiring any necessary easements. All work performed and facilities located within the right of way by the City, and all payments and reimbursements by the FDOT to the City, shall be in accordance with the FDOT’s construction plans for the project and the rules, procedures, and Utility Accommodation Manual, which are in effect at the time this agreement is executed by the City.
3. Notwithstanding the terms of this subordination agreement, the terms of the utility permits shall supersede any conflicting provisions, with the exception of the terms providing for reimbursement rights.
4. The City shall have the right to enter upon the right of way for the purposes stated in Paragraph 2. Maintenance of the facilities shall include the right to trim trees, brush, and growth, which might adversely affect the facilities, provided there are no adverse effects on the operation and safety of the FDOT’s facilities.
5. Subject to the provisions of Paragraph 2 above, the City agrees to repair any damages to the FDOT facilities resulting from the act or omission of the City.

IN WITNESS WHEREOF, the FDOT hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered  
in the presence of witnesses:

Krissy Cook

Barbie Pettis

STATE OF FLORIDA DEPARTMENT  
OF TRANSPORTATION

By: \_\_\_\_\_  
Phillip Gainer, P. E.  
Title: District Secretary  
for District 3

STATE OF FLORIDA  
  
COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Phillip Gainer, as Secretary for District 3, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires:  
Serial No., if any:

IN WITNESS WHEREOF, the City has caused its duly authorized officers to execute this document for it and as its act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF PENSACOLA, a Municipal Corporation of the State of Florida

WITNESSES:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name

Attest:

\_\_\_\_\_  
Witness

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

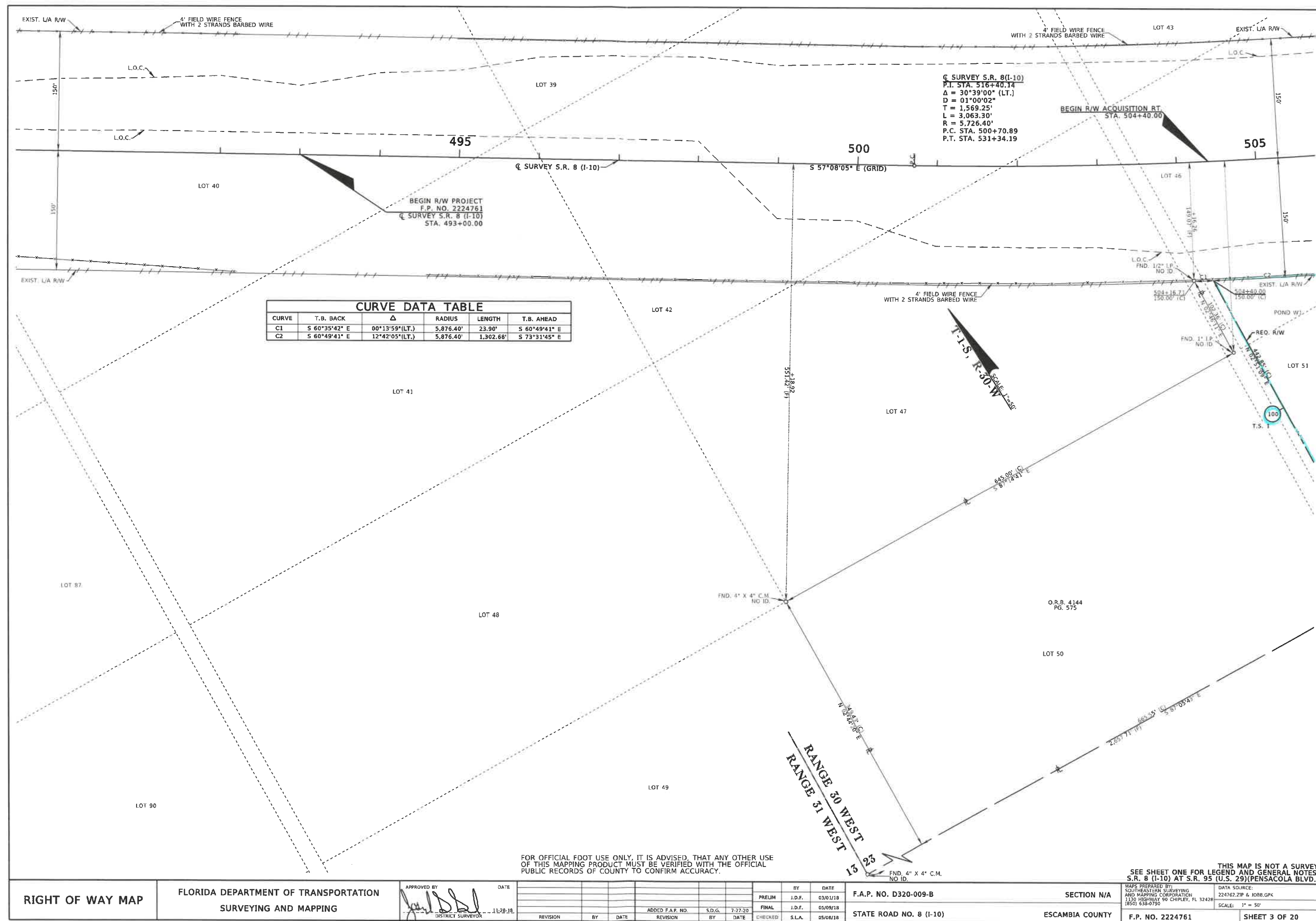
\_\_\_\_\_  
Print Name

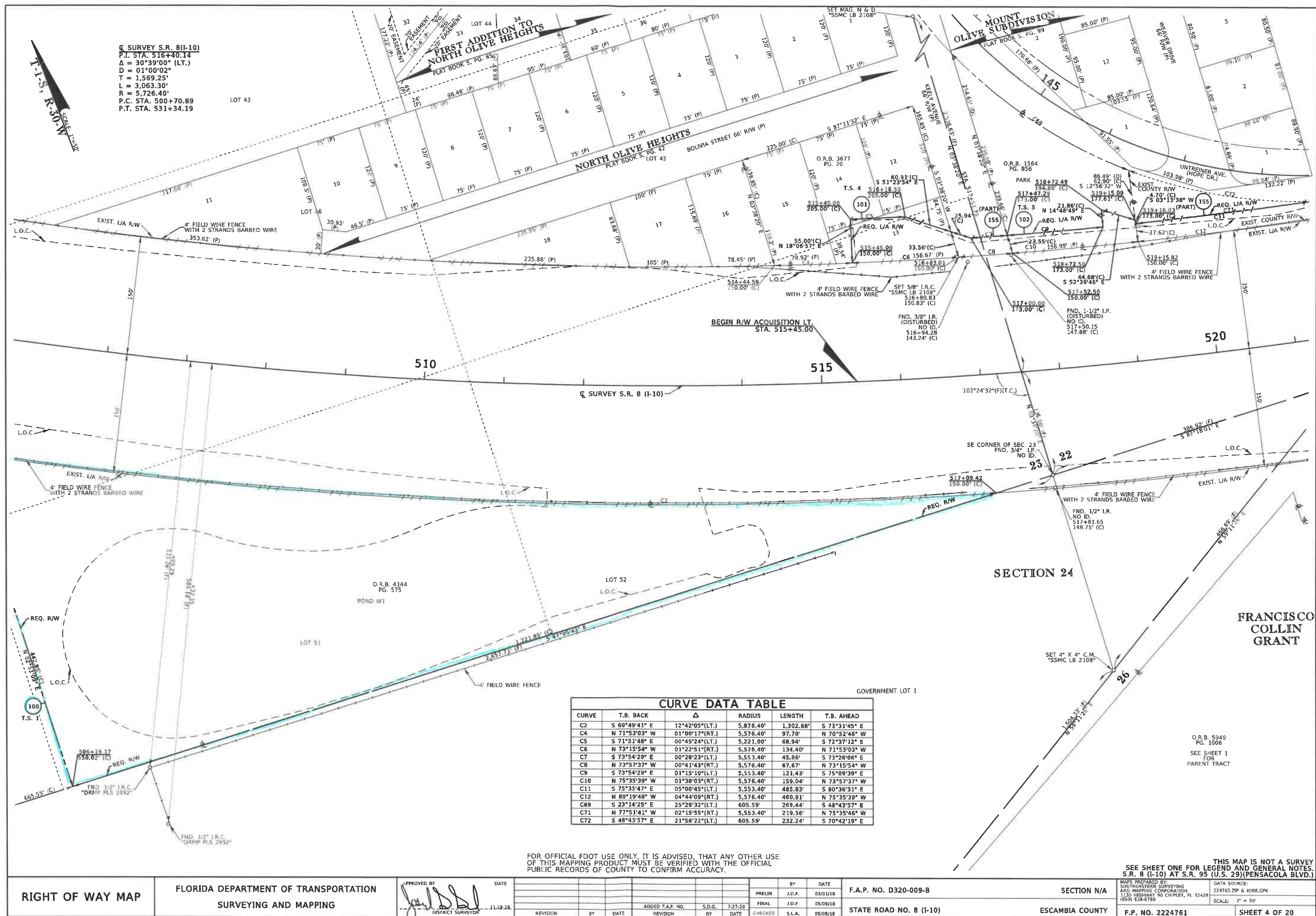
Approved as to substance:

Legal in form and valid as drawn:

\_\_\_\_\_  
Don Suarez, Director of Pensacola Energy

\_\_\_\_\_  
Susan A. Woolf, City Attorney







# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

**File #:** 20-21

City Council

6/17/2021

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

PROPOSED ORDINANCE NO. 20-21: PROPOSED AMENDMENTS TO THE LAND DEVELOPMENT CODE - PROVIDING FOR PROTECTION OF WATER RESOURCES AND PROMOTING STORMWATER MANAGEMENT

**RECOMMENDATION:**

That City Council adopt the Proposed Ordinance No. 20-21 on second reading:

AN ORDINANCE AMENDING TITLE XII OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE SECTION 12-3-43 BAYOU TEXAR SHORELINE PROTECTION DISTRICT; SECTION 12-4-3 PARKING LOTS; SECTION 12-8-4 EXEMPTIONS; SECTION 12-8-6 DESIGN STANDARDS FOR STORMWATER MANAGEMENT SYSTEM; AND SECTION 12-8-18 ILLICIT DISCHARGE EXEMPTIONS; TO PROVIDE FURTHER PROTECTION OF WATER RESOURCES AND PROMOTE STORMWATER MANAGEMENT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** Public

**SUMMARY:**

Many sections of the City's Land Development Code were drafted a number of years ago and have not been updated. Over time, various items have come to light that need updating or modification. These proposed revisions to the City of Pensacola's Land Development Code (LDC) have a twofold goal. First, they codify language for items which have been enforced for quite some time without actually being included in the LDC. This results in a vast improvement to the clarity and efficiency of the engineering review process. Second, this new language provides a commonsense approach to the permitting of developments which have a negligible impact to the City's stormwater quality or quantity. These changes maintain the City's focus on ensuring the well-being of our prized water bodies, wetlands, and smaller water bodies that feed them while aligning us more closely with the Statewide stormwater rules.

**PRIOR ACTION:**

May 27, 2021 - City Council voted to approve Proposed Ordinance No. 20-21 on first reading.

February 9, 2021- Planning Board - Proposed Land Development Code Amendments.

August 11, 2020 - Planning Board - Proposed Land Development Code Amendments.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

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

5/10/2021

**STAFF CONTACT:**

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

David Forte, Interim Director - Public Works & Facilities Department &  
Capital Improvements Projects Manager

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 20-21
- 2) February 9, 2021 Planning Board Item - Proposed Amendments to the Land Development Code
- 3) February 9, 2021 Planning Board Minutes
- 4) August 11, 2020 Planning Board Item - Proposed Amendments to the Land Development Code
- 5) August 11, 2020 Planning Board Minutes

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 20-21

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE AMENDING TITLE XII OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE SECTION 12-3-43 BAYOU TEXAR SHORELINE PROTECTION DISTRICT; SECTION 12-4-3 PARKING LOTS; SECTION 12-8-4 EXEMPTIONS; SECTION 12-8-6 DESIGN STANDARDS FOR STORMWATER MANAGEMENT SYSTEM; AND SECTION 12-8-18 ILLICIT DISCHARGE EXEMPTIONS; TO PROVIDE FURTHER PROTECTION OF WATER RESOURCES AND PROMOTE STORMWATER MANAGEMENT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-3-43 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-3-43. - Bayou Texar shoreline protection district.

- (a) *Purpose.* The purpose of this district is to establish standards that recognize and protect the environmental resources of the Bayou Texar shoreline. This section ensures the preservation of the natural buffering effect of open spaces along the shoreline for storm surge abatement and the filtering of stormwater runoff; and enhances the public's recreational and aesthetic utilization of the shoreline and adjacent waters.
- (b) *Shoreline protection zone.* The Bayou Texar shoreline protection zone includes all property abutting Bayou Texar bounded on the north by the 12th Avenue bridge and on the south by the L & N trestle located at the mouth of the bayou.
- (c) *Permitted land use.* Land use shall be permitted in the shoreline protection zone as designated by the city comprehensive plan and zoning regulations.
- (d) *Procedure for review of plans.* Prior to the issuance of a building permit for construction within the Bayou Texar shoreline protection district the owner, developer or contractor shall submit to the city planning and engineering departments a drainage plan indicating soil erosion and sedimentation control measures that will be undertaken to prevent runoff into Bayou Texar during construction and indicating methods to accommodate stormwater runoff on-site

during and after construction. The drainage plan shall include the following information:

- (1) Existing topographical contours of the site (two-foot intervals).
- (2) Location of all structures, parking areas, curb cuts and other construction activities that could contribute to removal of vegetation, erosion and stormwater runoff.
- (3) Design of grades and retention measures to control stormwater runoff during and after construction, including type of surfacing material to be used, vegetation to be removed, and revegetation of the site.
  - a. *Review and approval.* The required drainage plan shall be subject to the review and approval of the planning services department and city engineer. If the developer intends to request a waiver of any of the provisions of this section concerning the drainage plan, the request must be submitted, in writing, with the drainage plan to the planning services department and the city engineer. The request shall itemize and shall state the reasons for which each waiver is requested. When considering waivers, the planning services department and the city engineer shall review the comprehensive plan objectives and policies pertaining to coastal management and conservation to determine if the waiver request is consistent with the intent of said plan.
  - b. *Exemptions.* Operations that shall be exempt from this section are set forth below. However, any exemption from this section does not relieve responsibility to take all action necessary to prevent erosion and sedimentation from occurring.
    1. Home gardening or other similar activity not expected to contribute to any on-site generated erosion or chemical pollution.
    2. Emergency repairs such as those on public and private utilities and roadways systems.
    3. Improvements such as driveways, buildings, pools, etc. and/or accessory structures that do not exceed 1,500 square feet and which are not part of a larger/future development plan shall be exempt from installation of a stormwater treatment facility. Specifically, this 1,500 square foot exemption is a cumulative, one-time exemption. Even so, any such construction shall go through the city's permitting process, have proper erosion/sedimentation control meeting city standards as described in section 12-8-6(c), and neither create nor exacerbate any flooding problems. The city engineer may increase

this requirement as warranted based upon site-specific circumstances and conditions.

(e) *Regulations.*

(1) *Shoreline setback.* All habitable structures shall observe the following minimum setback from the mean high water line. Docks and boathouses shall conform to the regulations set forth in section 12-3-60.

- a. R-2, R-2A and R-ZL zones shall require a 20-foot setback from the mean high water line of the bayou.
- b. R-1AA, R-1AAA and R-1AAAA zones shall require a 30-foot setback from the mean high water line of Bayou Texar.
- c. R-1AAAAA shall require a 60-foot setback from the mean high water line of Bayou Texar.
- d. Lots of record shall require a minimum 20-foot setback from the mean high water line of Bayou Texar.

(2) *Required yards.* The front and rear yard requirements shall be the same as the applicable zoning district requirements. Each required side yard shall be ten percent of the lot width, not to exceed 15 feet. For lots of record the front and rear yard requirements shall be the same as described in section 12-1-6(b), and the required side yards shall be ten percent of the lot width, not to exceed ten feet.

(3) *Protection of trees.* No person, organization, society, association or corporation, or any agent or representative thereof, directly or indirectly, shall cut down, destroy, undertake tree removal, or effectively destroy through damaging, any tree listed in chapter 12-6, Appendix A, "Protected Tree List," whether it be on private property or public right-of-way within the Bayou Texar shoreline protection district, without first having obtained a permit from the city to do so. Refer to section 12-6-7 for tree removal permit application procedures and guidelines.

(f) *Development guidelines.* The following guidelines should be utilized in the review of each development proposal within the district. The adoption of guidelines herein are intended to provide flexibility in the development of property within the district in a manner that balances the interests of the property owner with the public's need for assurance that development will be orderly and consistent with the intent of this section. Individual parcels of property may have physical attributes that justify departure from regulatory norms when strict application of such norms would deny a property owner a reasonable use of his or her property and when

deviation from such norms is consistent with the intent of this regulation as described herein.

- (1) Structures should be sited to retain the maximum amount of open space for natural stormwater retention.
- (2) Where possible and practical, existing vegetation, including shoreline vegetation, should be maintained as a buffer between development and the surface waters of Bayou Texar.
- (3) Development within the shoreline protection zone which would be dependent on future bulkheading or other shoreline fortification for protection shall be discouraged.
- (4) Proposed stormwater treatment facility(ies) shall be situated laterally across the width of the subject property and parallel to the shoreline (or provide grading, collection, and conveyance mechanism) to the greatest extent possible, in order to route and contain stormwater runoff from the up gradient yard into stormwater treatment facility(ies).
- (5) Proposed stormwater treatment facility(ies) shall be located at the farthest possible and practical downstream location adjacent to the shoreline without causing any adverse impacts to the shoreline or existing vegetative buffers. Facility(ies) shall be sized to provide treatment for one inch (1") of runoff and provide a minimum of six inches (6") of freeboard above the treatment volume elevation. The city engineer may increase these requirements as warranted based upon site-specific circumstances and conditions.
- (g) *Public access to the shoreline.* All extensions of street rights-of-way that are perpendicular to or otherwise intersect Bayou Texar within the shoreline protection zone shall be reserved for public use unless officially vacated by city council action.
- (h) *Conflicts.* It is not intended that this section interfere with or abrogate or annul any other ordinances, rules, or regulations except where this section imposes a greater restriction upon land within a zone.

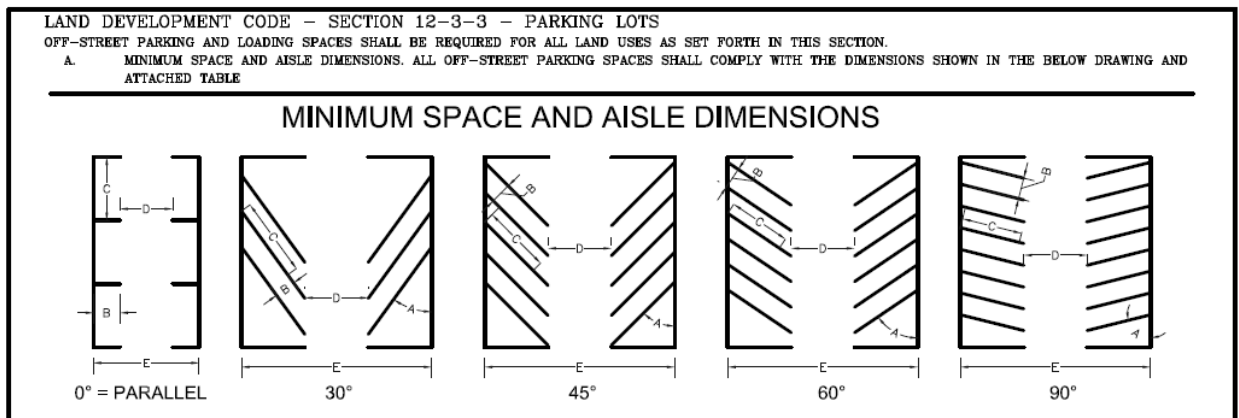
SECTION 2. Section 12-4-3 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-4-3. - Parking lots.

In addition to the provisions in this chapter all parking lots shall comply with tree preservation and landscaping provisions established in [chapter 12-6](#). The following requirements are applicable to all parking lots and parking spaces, whether or not such lots or spaces are required by the provisions of this chapter:

- (1) *Design of parking lots.* All parking lot plans must be reviewed by the city engineer or his or her designee. Proper ingress and egress from the lot shall be required and adequate interior drives shall be required for all parking lots.
- (2) *Grading and surfacing.*
  - a. *Parking lots that include lanes for drive-in windows or contain more than ten parking spaces.* Parking lots that include lanes for drive-in windows or contain more than ten parking spaces shall be graded and surfaced with asphalt, concrete or other material that will provide equivalent protection against potholes, erosion, and dust.
  - b. *Parking lots with ten or less parking spaces.* Parking lots with ten or less parking spaces may be surfaced with alternative surface materials (crushed stone, gravel, or other suitable material) other than those specified in subsection (2)a of this section, with the approval of the city engineer, to provide a surface that is stable and will help to avoid dust and erosion. The perimeter of such parking shall be defined by bricks, stones, railroad ties, or other similar devices. In addition, whenever a parking lot abuts a paved street, the driveway leading from such street to such area (or, if there is no driveway, the portion of the parking area in the public right-of-way), shall be paved as provided in subsection (2)a of this section.
- (3) *Demarcation of parking spaces.* Parking spaces in areas surfaced in accordance with subsection (2)a of this section shall be appropriately demarcated with painted lines or other markings. Parking spaces in areas surfaced in accordance with subsection (2)b of this section shall be demarcated whenever practicable.
- (4) *Maintenance.* Parking lots shall be properly maintained in all respects. Parking area surfaces shall be kept in good condition (free from potholes, etc.) and parking space lines or markings shall be kept clearly visible and distinct.
- (5) *Lighting.* Lighting shall be provided for parking lots with more than ten spaces, and this lighting shall be arranged to reflect away from the adjoining properties. The minimum illumination level required for the entire paved area shall be an average maintained 1.0 footcandle. The lowest footcandle value at any point on the pavement shall not be less than one-fourth of the required average.
- (6) *Screening.* Where a parking lot adjoins a residential district or fronts on a street adjoining a residential district, directly across said street, a solid wall, fence, or compact hedge not less than four feet high shall be erected along the lot lines, except that within a visibility triangle the height requirement shall be reduced to three feet.
- (7) *Measurement of parking stalls and/or drive aisles.* All parking stalls shall measure not less than nine feet by 18 feet, across the contiguous paved/improved surface

and shall exclude any portion of the curb or gutter except as provided for herein. For land uses that assign parking spaces to specific employees or residents, a maximum of 30 percent of all required vehicle parking spaces may be designed for compact cars. A compact car space may be a minimum of 7.5 feet by 16 feet across the contiguous paved/improved surface and shall exclude any portion of the curb or gutter. The occupant or owner of the principal use for which the parking is required shall enforce the use of such assigned compact car spaces. See attached drawing, "Minimum Space and Aisle Dimensions," below:



MINIMUM DIMENSIONAL AREAS INDICATED ON THE DRAWING "MINIMUM SPACE AND AISLE DIMENSIONS"						
A	B	C	D		E	
PARKING AISLE	STALL WIDTH IN FEET (see note 1)	LENGTH OF STALL IN FEET (see note 1)	AISLE WIDTH IN FEET		BAY WIDTH (CENTER TO CENTER WIDTH OF TWO ROW BAY WITH AISLE IN BETWEEN) (see note 1)	
			1-WAY	2-WAY	1-WAY	2-WAY
0°	9	23	15	22	24	34'
30°-53°	9	18	15	22	46'-7"	51'
54°-75°	9	18	20	22	61'-2"	56'
76°-90°	9	18	22	24	63'-4"	62'
NOTE 1. DIMENSION SHALL NOT INCLUDE ANY PORTION OF THE CURB AND/OR GUTTER						

- (8) *Fencing, wheelstops or bumper guards.* Fencing, wheelstops or bumper guards are required along property and street lines to avoid the chance of encroachment on other properties or sidewalks.

SECTION 3. Section 12-8-4 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-8-4. - Exemptions.

- (a) *Individual single-family and duplex homes.* Individual single-family and duplex home construction plans shall be exempt from the required stormwater management plan providing the lot is in an approved platted subdivision. However,

the owner, developer, or builder will be required to submit a description of the methods they will utilize to ensure that no erosion or sedimentation will occur during construction. They will be required to clear the lot in stages such that a siltation barrier of natural vegetation around the lot perimeter will be maintained until lot stabilization is completed. If a siltation or erosion problem develops during construction, the owner, developer or builder will be required to provide an additional siltation barrier and will be responsible for restoring the affected area to predevelopment condition. This exemption does not apply within the Bayou Texar or Escambia Bay shoreline protection districts.

(b) *Impervious surface projects.* Projects that include the addition of 1,500 square feet or less of impervious surface and which are not part of a larger/future development plan shall be exempt from this chapter. Specifically, this 1,500 square foot exemption is a cumulative one-time exemption. Even so, any such construction shall go through the city's permitting process, have proper erosion/sedimentation control meeting city's standards as described in section 12-8-6(c), and neither create nor exacerbate any flooding problems. The city engineer may increase this requirement as warranted based upon site-specific circumstances and conditions.

~~(b)~~ (c) *Other exempted operations.* Operations which shall, in any case, be exempt from this chapter are the following. However, any exemption from this chapter does not relieve responsibility to take all action necessary to prevent erosion and sedimentation from occurring.

- (1) Home gardening or other similar activity not expected to contribute to any on-site generated erosion.
- (2) Emergency repairs such as those on public and private utilities and roadway systems.
- (3) Maintenance, alteration or improvement of an existing structure that will not change the rate or volume of stormwater runoff from the site on which that structure is located.

SECTION 4. Section 12-8-6 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-8-6. - Design standards for stormwater management system.

(a) *General.*

- (1) The design of stormwater management facilities including all water retention or detention structures and flow attenuation devices shall comply with applicable state regulations (i.e., F.A.C. ch. 62-330) and shall be subject to approval of the city engineer pursuant to the following requirements. In the event of conflict

between the provisions of this chapter and the provisions of the applicable state regulations, the more strict requirements shall prevail.

- (2) All stormwater management facilities shall be designed for a minimum of 50-year life, have low maintenance cost and easy legal access for periodic maintenance.
- (3) All proposed stormwater management facilities shall be designed to prevent flooding, safety or health hazards and shall not contribute to the breeding of mosquitoes and arthropods.
- (4) The use of drainage facilities and vegetated buffer zones for open space, recreation, and conservation areas shall be encouraged.
- (5) The use of alternative permeable surface materials are encouraged for private parking lots and will be given due consideration in drainage plan review.

(b) *Water quality.*

- (1) The first one inch of runoff shall be retained on the development site. At the discretion of the city engineer, retention standards may be increased beyond the one-inch minimum standard on a site-specific basis to prevent flooding and drainage problems, and to protect environmentally sensitive water bodies.
- (2) Stormwater management facilities that receive stormwater runoff from areas containing a potential source of oil and grease contamination, including, but not limited to, any land use involving the sale or handling of petroleum products or any land use involving the repair, maintenance or cleaning of motor vehicles shall include a baffle, skimmer, grease trap, or other suitable oil and grease separation mechanism.
- (3) Channeling runoff directly into water bodies is prohibited. Runoff shall be routed through stormwater management systems designed to increase time of concentration, decrease velocity, increase infiltration, allow suspended solids to settle, and remove pollutants.

(c) *Erosion and sedimentation.*

- (1) Erosion and sediment control best management practices shall be used during construction to retain sediment on-site. These management practices shall be designed by an engineer or other competent professional experienced in the fields of soil conservation or sediment control according to specific site conditions and shall be shown or noted on the plans of the stormwater management system. The engineer or designer shall furnish the contractor with information pertaining to the construction, operation and maintenance of the erosion and sediment control practices.

- (2) The area of land disturbed by development shall be as small as practicable. Those areas that are not to be disturbed shall be protected by an adequate barrier from construction activity. Whenever possible, natural vegetation shall be retained and protected.
- (3) No clearing, grading, cutting, filling or alteration to the site of any kind shall be commenced until adequate erosion and sedimentation structural controls have been installed as per plan between the disturbed area and water bodies, watercourses, and wetlands and inspected by the building official. Limited clearing shall be permitted as necessary to allow the installation of the structural controls.
- (4) Land that has been cleared for development and upon which construction has not commenced shall be protected from erosion by appropriate techniques designed to temporarily stabilize the areas.
- (5) Sediment shall be retained on the site of the development, unless discharged into an approved off-site drainage facility as provided for in section 12-8-7.
- (6) Erosion and sedimentation facilities shall receive regular maintenance during construction to ensure that they continue to function properly.
- (7) Vegetated buffer strips shall be created or, where practicable, retained in their natural state along the banks of all watercourses, water bodies, or wetlands. The width of the buffer shall be sufficient to prevent erosion, trap the sediment in overland runoff, maintain natural drainage patterns to the water body, and allow for periodic flooding without damage to structures.

(d) *Design frequency.*

- (1) Stormwater management facilities with approved positive outfall shall be designed to attenuate the 100 year/critical duration storm event. The city engineer may waive or reduce this requirement if the stormwater management facility discharges directly into a natural outfall after treatment, does not contribute to potential or existing flooding conditions and does not increase pollutant loading.
- (2) Retention facilities that fall within a closed drainage basin and have no positive outfall shall retain the entire runoff volume from a 100-year storm event and shall include all storm durations up to and including the 24-hour duration. This retention volume must be recovered within 72 hours of the contributing storm event by natural percolation or other approved means.
- (3) Detention and/or retention facilities that connect directly to the city's storm drainage system shall be designed so that the post-development discharge rate does not exceed the pre-development discharge rate for a ten-year/critical

duration storm event. Where the existing capacity of the city storm drainage system is not adequate to accept the discharge from a ten-year storm event, the city engineer may reduce the allowable post-development discharge rate from the detention facility to an acceptable level. Detention and/or retention facilities that do not connect directly to the city storm system or have a direct impact on the system shall be allowed to discharge up to the pre-development rate for the 100-year/critical duration storm event or as otherwise approved by the city engineer.

- (4) The drainage area used in runoff calculations shall be the total natural watershed area including areas beyond proposed site limits (offsite runoff).

(e) *Stormwater retention and/or detention facilities.*

(1) *General requirements.*

- a. Recovery time for treatment/retention volume shall be a maximum of 72 hours. Recovery time for facilities that are underdrained or side drained shall be 36 hours.
- b. Minimum freeboard for retention and/or detention facilities shall be one foot between design high water and top of facility. The city engineer may waive or reduce this requirement for shallow ponds and swales.
- c. Stormwater retention and/or detention facilities shall include appropriate access for periodic maintenance as approved by the city engineer.
- d. Stormwater retention and/or detention facilities located adjacent to a public right-of-way shall be landscaped with a visual screen installed in accordance with the provisions of section 12-3-56(d) through (g) or landscaped as a part of the overall landscaping for the development with plant species that are suitable for individual pond characteristics and that provide an effective and visually pleasing screen for the retention and/or detention facility. All landscaping shall be maintained in accordance with the provisions of section 12-6-5.
- e. Designs for stormwater detention and/or retention facilities that use predominantly non-angular, freeform, curvilinear contouring that functions to visually integrate the facility into the overall design and landscaping of the development shall be encouraged.
- f. The method in which proposed pond bottom will be stabilized shall be: rock, gravel, planting, or sprigging. Sod is not acceptable for pond bottom stabilization.

- (2) *Public facilities.* Stormwater retention and/or detention facilities to be dedicated to the city for maintenance shall comply with the following requirements in addition to the general requirement specified in subsection (e)(1) of this section.
- a. Slide slopes of facilities shall be no steeper than four horizontal feet for every one vertical foot (4:1) out to a depth of two feet below the control elevation. Grades steeper than 4:1 may be allowed where unique circumstances exist as approved by the city engineer.
  - b. Side slopes shall be stabilized with sod or other materials as approved by the city engineer.
  - c. Dry stormwater retention and/or detention facilities that contain side slopes that are steeper than 4:1 and have a retention depth greater than 30 inches shall be completely enclosed by a six-foot fence constructed of chain-link, wrought iron or other material as approved by the city engineer. Chain-link fences and related appurtenances (posts, gates, etc.) shall be vinyl-coated (dark green or black). The fence shall have a minimum 12-foot wide (15-foot maximum) gate opening. The maximum clearance from the bottom of the fence to existing grade shall be no more than three inches. This provision does not apply to shallow swales with a retention depth of 30 inches or less.
  - d. Permanently wet retention and/or detention facilities that contain side slopes that are steeper than 4:1 shall be fenced or otherwise restricted from public access in accordance with F.A.C. ch. 62-330. Where a fence is proposed it shall be constructed according to the provisions of subsection (e)(2)c of this section.
- (3) *Private facilities.* Stormwater retention and/or detention facilities to be maintained shall comply with the following requirements in addition to the general requirement specified in subsection (e)(1) of this section:
- a. Slide slopes of facilities with earthen slopes shall be no steeper than two horizontal feet for every one vertical foot (2:1). Grades steeper than 2:1 may be allowed where unique circumstances exist as approved by the city engineer.
  - b. Side slopes shall be stabilized with sod or other material as approved by the city engineer.
  - c. Private facilities with side slopes that are steeper than 4:1 shall be fenced or otherwise restricted from public access in accordance with F.A.C. ch. 62-330. Private stormwater retention and detention facilities that are located adjacent to a public right-of-way or easement shall be fenced in accordance with subsection (e)(2)c of this section.

(f) *Redevelopment.*

- (1) The following redevelopment activities will not be subject to the requirements of this section:
  - a. Alterations to the interior of an existing structure.
  - b. Alterations of an existing structure that do not result in a net increase in impervious surface area.
  - c. Routine building repair including adding a facade to a building.
  - d. Resurfacing an existing paved area such as a parking lot, driveway or other vehicle use area.
- (2) Redevelopment activities, including, but not limited to, alterations of existing buildings or structures or new construction following demolition of existing buildings and structures shall be subject to the requirements of this section only for the stormwater runoff that results from a net increase in impervious surface area provided that the new construction is under construction within two years of demolition. For the purpose of this subsection (f), under construction shall mean that a legal building permit has been issued and that actual construction has been or will be started within the period of validity of the permit, exclusive of any time extensions. Previously developed sites where buildings and structures were demolished and construction was not commenced within two years shall be considered new construction and subject to the requirements of this section. The following locations shall be excluded from the two-year time restriction:
  - a. All properties located in the C-2A downtown retail commercial district, SPBD South Palafox business district or HC-2 historical commercial district.
  - b. The area generally described as the Belmont/DeVillers Business Core area bounded by LaRua Street, Wright Street, Coyle Street, and Reus Street.
  - c. The area generally described as the Brownsville Commercial Area that is within the city limits bounded by Strong Street, Gadsden Street, Pace Boulevard and the city limits.
- (3) The city engineer may require certification from a licensed engineer that there is adequate capacity in the downstream stormwater conveyance system for the redevelopment site and that any known flooding or drainage problem will not be worsened.

SECTION 5. Section 12-8-18 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-8-18. - Illicit discharges exemptions.

The following activities shall not be considered either an illicit discharge or illicit connection unless such activities cause, or significantly contribute to the impairment of the use of the city's MS4 or the violation of the conditions of NPDES Permit No. FLS000019:

(1) Discharges from:

- a. Water line flushing;
- b. Flushing of reclaimed water lines;
- c. Street cleaning;
- d. Construction dust control;
- e. Landscape irrigation;
- f. Diverted stream flows;
- g. Rising groundwaters;
- h. Foundation and footing drains;
- i. ~~Swimming pool discharges;~~
- ij. Uncontaminated groundwater infiltration (as defined at 40 CFR 35.2005(20));
- jk. Uncontaminated pumped groundwater;
- kl. Discharges from potable water sources;
- lm. Air conditioning condensate;
- mn. Irrigation waters;
- no. Springs;
- op. Lawn watering;
- pq. Individual residential car washing;
- qr. Flows from riparian habitat and wetlands;

rs. Discharges or flows from emergency firefighting activities; and emergency fire response activities done in accordance with an adopted spill response/action plan; and

st. Decanted water from MS4 cleaning operations.

- (2) Discharges which have obtained appropriate federal, state, and local permits and are in compliance with the conditions of these permits.

SECTION 6. 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 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. 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



## Legislation Details (With Text)

**File #:** 21-00142      **Version:** 2      **Name:**  
**Type:** Action Item      **Status:** Agenda Ready  
**File created:** 1/28/2021      **In control:** City Council  
**On agenda:** 2/9/2021      **Final action:**  
**Enactment date:**      **Enactment #:**  
**Title:** Proposed Amendments to Sections 12-3, 12-4, and 12-8 of the Land Development Code  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** 1. Engineering Memo - LDC Changes, 2. Proposed Ordinance - LDC Changes from Engineering

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

**TO:** Planning Board Members  
**FROM:** Cynthia Cannon, AICP, Assistant Planning Director  
**DATE:** 2/2/2021  
**SUBJECT:**

Proposed Amendments to Sections 12-3, 12-4, and 12-8 of the Land Development Code

### BACKGROUND:

Many sections of the City's Land Development Code were drafted a number of years ago and have not been updated. Over time, various items have come to light that need updating or modification. These proposed revisions to the City of Pensacola's Land Development Code (LDC) have a twofold goal. First, they codify language for items which have been enforced for quite some time without actually being included in the LDC. This results in a vast improvement to the clarity and efficiency of the engineering review process. Second, this new language provides a common sense approach to the permitting of developments which have a negligible impact to the City's stormwater quality or quantity.

The proposed amendments are sponsored by the Public Works and Facilities - Engineering and Construction Services Division. Please see the attached memo which provides greater detail on the proposed revisions.





## **MINUTES OF THE PLANNING BOARD**

**February 9, 2021**

**MEMBERS PRESENT:** Chairperson Paul Ritz, Board Member Grundhoefer, Board Member Powell, Board Member Sampson, Board Member Wiggins

**MEMBERS ABSENT:** Vice Chairperson Larson, Board Member Murphy

**STAFF PRESENT:** Assistant Planning Director Cannon, Historic Preservation Planner Harding, Engineering Project Manager Hinote, Network Engineer Johnston

**STAFF VIRTUAL:** Planning Director Morris, Senior Planner Statler, Assistant City Attorney Lindsay

### **AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from January 12, 2021.
- **New Business:**
  - Request for Aesthetic Review – 662 Aragon Street**
- **Proposed Amendments to Sections 12-3, 12-4, and 12-8 of the Land Development Code**
- Open Forum
- Discussion
- Adjournment

### Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:01 pm with a quorum present and explained the procedures of the partially virtual Board meeting.

### Approval of Meeting Minutes

1. **Board Member Powell made a motion to approve the January 12, 2021 minutes, seconded by Board Member Wiggins, and it carried unanimously.**

222 West Main Street Pensacola, Florida 32502

[www.cityofpensacola.com](http://www.cityofpensacola.com)

## **New Business**

### **2. Request for Aesthetic Review – 662 Aragon Street**

Chairperson Ritz stated he knew the owners/applicants but had no contact with the owners and had no issues with the design. Mr. Sallis addressed the Board and asked for comments. Board Member Grundhoefer advised he took no exception to the design. Board Member Wiggins agreed. Mr. Sallis explained they had not received approval from the Aragon Architectural Review Board (AARB) and requested approval pending their AARB approval. He explained there was a pergola on the front to make the porch larger. With no speakers, **Board Member Grundhoefer made a motion to approve, seconded by Board Member Wiggins, and it carried unanimously.**

### **3. Proposed Amendments to Sections 12-3, 12-4, and 12-8 of the Land Development Code**

Assistant Planning Director Cannon explained this item was sponsored by the Public Works and Facilities – Engineering and Construction Services Division for the purpose of streamlining the language in the Land Development Code (LDC). These proposed revisions to the LDC have a twofold goal. First, they codify language for items which have been enforced for quite some time without actually being included in the LDC. This results in a vast improvement to the clarity and efficiency of the engineering review process. Second, this new language provides a commonsense approach to the permitting of developments which have a negligible impact to the City's stormwater quality or quantity. These changes maintain the City's focus on ensuring the well-being of our prized water bodies, wetlands, and smaller water bodies that feed them while aligning us more closely with the Statewide stormwater rules.

Engineering Project Manager Hinote presented to the Board and stated the proposed changes had been vetted through our legal staff since the previous Board meeting.

Section 12-3(d)(3)3. Was revised to state: Improvements such as driveways, buildings, pools, etc. and/or accessory structures that do not exceed 1,500 square feet and which are not part of a larger/future development plan shall be exempt from installation of a stormwater treatment facility. Specifically, this 1,500 square foot exemption is a cumulative one-time exemption. Even so, any such construction shall go through the City's permitting processes, have proper erosion/sedimentation control meeting City standards as described in LDC Section 121-9-6(C), and neither create nor exacerbate any flooding problems. The City Engineer may increase this requirement as warranted based upon site specific circumstances and conditions.

Chairperson Ritz noted a typo under 3. "121-9-6(C)" which would be corrected to 12-9-6(C), and LDC should be written out.

Under (f) Development guidelines:

(4) Proposed stormwater treatment facility(ies) shall be situated laterally across the width of the subject property and parallel to the shoreline (or provide grading, collection, and conveyance mechanism) to the greatest extent possible, in order to route and contain stormwater runoff from the up-gradient yard into stormwater treatment facility(ies).

(5) Proposed stormwater treatment facility(ies) shall be located at the farthest possible and practical downstream location adjacent to the shoreline without causing any adverse impacts to the shoreline or existing vegetative buffers. Facility(ies) shall be sized to provide treatment for one inch (1") of runoff and provide a minimum of six inches (6") of freeboard above the treatment volume elevation. The City Engineer may increase these requirements as warranted based upon site specific circumstances and conditions.

Mr. Hinote explained the pond would be elongated. He advised they wanted to ask “what does your specific lot look like,” and they also tried to build in a variety of uses. He also explained they wanted to capture pollutants before they ran into the bayou.

Under Section 12-4-3 Parking Lots (7):

Measurement of parking stalls and/or drive aisles. All parking stalls shall measure not less than nine feet by 18 feet, across the contiguous paved/improved surface and shall exclude any portion of the curb or gutter except as provided for herein. For land uses that assign parking spaces to specific employees or residents, a maximum of 30 percent of all required vehicle parking spaces may be designed for compact cars. A compact car space may be a minimum of 7.5 feet by 16 feet across the contiguous paved/improved surface and shall exclude any portion of the curb or gutter. The occupant or owner of the principal use for which the parking is required shall enforce the use of such assigned compact car spaces. See attached drawing, “Minimum Space and Aisle Dimensions,” below:

**Board Member Grundhoefer discussed the chart regarding curb and gutter.**

Under Section 12-8-4 Exemptions (b) Impervious surface projects:

Projects that include the addition of 1,500 square feet or less of impervious surface and which are not part of a larger/future development plan shall be exempt from this chapter. Specifically, this 1,500 square foot exemption is a cumulative one-time exemption. Even so, any such construction shall go through the City’s permitting processes, have proper erosion/sedimentation control meeting City standards as described in Section 12-8-6(c), and neither create nor exacerbate any flooding problems. The City Engineer may increase this requirement as warranted based upon site-specific circumstances and conditions.

Mr. Hinote stated online software made it vastly better to track. The pond bottom requirements were no longer allowing sod. (e)f. Pond bottom stabilization. The method in which proposed pond bottom will be stabilized shall be: rock, gravel, planting, or sprigging. Sod is not acceptable for pond bottom stabilization.

Under Section 12-8-18 Illicit discharges exemptions, i. Swimming pool discharges are now considered an illicit discharge per the Florida Department of Environmental Protection and Northwest Florida Water Management District. Mr. Hinote advised this is a State of Florida rule, and we want to be in compliance. He also stated the City might need to get with the PIO regarding these changes in order to inform the public.

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

It was noted the amendments would proceed to Council for their next meeting.

**Open Forum** – None

**Discussion** – Board Member Grundhoefer asked about the Tree Ordinance, and it was determined the ordinance would be considered at the March 11, 2021 Council meeting.

**Adjournment** – With no further business, Chairperson Ritz thanked the Board for its patience and adjourned the meeting at 2:31 pm.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary to the Board



## Legislation Details (With Text)

**File #:** 20-00356      **Version:** 1      **Name:**  
**Type:** Action Item      **Status:** Agenda Ready  
**File created:** 6/29/2020      **In control:** Planning Board  
**On agenda:** 8/11/2020      **Final action:**  
**Enactment date:**      **Enactment #:**  
**Title:** Proposed LDC Amendments - Sec. 12-2-27 (D)(2). - Bayou Texar shoreline protection district. Sec. 12-2-27 (F). - Bayou Texar shoreline protection district. Sec. 12-3-3 (G). - Parking lots. Sec. 12-9-4. - Exemptions. Sec. 12-9-6 (E). - Design standards for stormwater management system.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. LDC Shoreline Protection Amendments

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

**TO:** Planning Board Members

**FROM:** Cynthia Cannon, AICP, Assistant Planning Director

**DATE:** 8/4/2020

**SUBJECT:**

Proposed LDC Amendments - Sec. 12-2-27 (D)(2). - Bayou Texar shoreline protection district. Sec. 12-2-27 (F). - Bayou Texar shoreline protection district. Sec. 12-3-3 (G). - Parking lots. Sec. 12-9-4. - Exemptions. Sec. 12-9-6 (E). - Design standards for stormwater management system.

**BACKGROUND:**

City staff received a request to amend Sec. 12-2-27 (D)(2). - Bayou Texar shoreline protection district. Sec. 12-2-27 (F). - Bayou Texar shoreline protection district. Sec. 12-3-3 (G). - Parking lots. Sec. 12-9-4. - Exemptions. Sec. 12-9-6 (E). - Design standards for stormwater management system. The purpose of the proposed amendments is to update the code to current standards and to improve the clarity and efficiency of the engineering review process.



## **MINUTES OF THE PLANNING BOARD**

**August 11, 2020**

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

**MEMBERS VIRTUAL:** Vice Chairperson Larson, Board Member Murphy, Board Member Powell, Board Member Sampson

**MEMBERS ABSENT:** Board Member Wiggins

**STAFF PRESENT:** Assistant Planning Director Cannon, Senior Planner Statler, Assistant City Attorney Lindsay (virtual), Historic Preservation Planner Harding, City Surveyor Odom, City Engineer Hinote, Councilwoman Myers, Network Engineer Johnston, Digital Media Coordinator Rose

**OTHERS VIRTUAL:** Mitchell Hubbell, Shadia Jaramillo

### **AGENDA:**

- Quorum/Call to Order
- Approval of Meeting Minutes from July 14, 2020.
- **New Business:**
  1. **657 Aragon St – Gateway Review District – New Two Story S/F Residence**
  2. **671 Centros St – Gateway Review District – New Two Story S/F Residence**
  3. **PROPOSED LDC AMENDMENTS - SEC. 12-2-27 (D)(2). - BAYOU TEXAR SHORELINE PROTECTION DISTRICT. SEC. 12-2-27 (F). - BAYOU TEXAR SHORELINE PROTECTION DISTRICT. SEC. 12-3-3 (G). - PARKING LOTS. SEC. 12-9-4. - EXEMPTIONS. SEC. 12-9-6 (E). - DESIGN STANDARDS FOR STORMWATER MANAGEMENT SYSTEM.**
- Open Forum
- Discussion on the Proposed Amendment to the Tree Ordinance
- Adjournment

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

Chairperson Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the virtual Board meeting.

222 West Main Street Pensacola, Florida 32502

[www.cityofpensacola.com](http://www.cityofpensacola.com)

### **Approval of Meeting Minutes**

**Board Member Larson made a motion to approve the July 14, 2020 minutes, seconded by Board Member Powell, and it carried unanimously.**

### **New Business**

#### **657 ARAGON ST – GATEWAY REVIEW DISTRICT – NEW TWO STORY RESIDENCE**

Chairperson Ritz stated he had no problem with the designs submitted by Mr. Sallis and had no input except to say he appreciated the design effort.

Mr. Sallis presented to the Board and stated his client was moving here from Mississippi, and they had received approval from the Aragon committee. They hoped to begin construction in the fall of 2020. Chairperson Ritz explained this project would fill in an empty spot along this roadway, and Board Member Grundhoefer advised it looked very attractive. He explained this Board depends on the Aragon ARB for their knowledge, and this project had received their preliminary approval.

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

#### **671 CENTROS ST – GATEWAY REVIEW DISTRICT – NEW TWO STORY RESIDENCE**

Mr. Sallis presented to the Board and explained this project had been before the Aragon ARB and received preliminary approval. Chairperson Ritz again appreciated the design which played off the existing structures already in Aragon.

**Board Member Larson made a motion to approve, seconded by Board Member Powell, and it carried unanimously.** Mr. Sallis was excited to see new faces on the Board and thanked them for their service.

### **PROPOSED LDC AMENDMENTS**

Proposed LDC Amendments - Sec. 12-2-27 (D) (2). - Bayou Texar shoreline protection district. Sec. 12-2-27 (F). - Bayou Texar shoreline protection district. Sec. 12-3-3 (G). – Parking lots. Sec. 12-9-4. – Exemptions. Sec. 12-9-6 (E). - Design standards for stormwater management system. Sec. 12-8-2. – Prohibition. Sec. 12-8-3. – Procedure for subdivision approval. Sec. 12-8-8. Preliminary plat. Sec. 12-8-9. Final plat. Sec. 12-8-10. Final approval. Appendix A Design Standards.

Chairperson Ritz appreciated the amendments bringing the Code in line with the neighboring jurisdictions and saw it as a housekeeping effort to codify several items so that developers coming before the City had a better series of rules with which to operate. Assistant Planning Director Cannon stated normally changes were indicated in a strike-through underline format, but in this case, nothing was struck through.

In Sec. 12-2-27 (F) (d), Board Member Murphy asked the meaning of the “greatest extent possible.” City Engineer Hinote stated the intent of the language was ultimately to collect and retain fertilizers from the adjacent yards; the intent was to allow alternatives to retain nutrients before discharging into the bay. Board Member Murphy asked if there was a technology-based standard for the City. Mr. Hinote advised that sediments were collected on site and (e) addressed the size of the pond required which was a technology-based standard. He also noted these standards applied only to the Bayou Texar District – shoreline waterfront property. Board Member Murphy referenced a section outside of this district and wanted to know if this language could be a protection standard. Chairperson Ritz advised the Board could not go to a parcel specific addition since this was not advertised, but it could be a future agenda item.

Board Member Powell addressed Sec. 12-2-27 (D) (2) (c) “meeting City standards” and asked if applicants would go through the permitting process. Mr. Hinote stated if you install 1500 sq. ft. or less, they would not have to hire a civil engineer for a pond, but they would still need erosion control, and a building permit would be required.

Board Member Grundhoefer stated in 12-2-4 (B), the 1500 sq. ft. looked like this was an exemption. Mr. Hinote advised this was intended to be a cumulative calculation. Staff advised any amendments were always brought to Legal before presentation to the Board. Chairperson Ritz explained the language could be revised, and Board Member Grundhoefer suggested sending it back to staff to clarify that language.

Board Member Grundhoefer addressed 12-3-3 (G) parking lots. Mr. Hinote stated most of the time, the intent of gutter pan was to allow flow of water. Parking cars in it would not allow flow as it was intended. Board Member Grundhoefer addressed the sod at the pond bottom, noting the City did not want sod but the County did. Mr. Hinote explained with sod, you end up with a thick clay layer at the bottom of the pond which will not allow water to percolate. Chairperson Ritz clarified that sod could bring in other elements which would not allow water percolation. Regarding the 1500 sq. ft. language, Board Member Grundhoefer explained Engineering would probably like some leeway, but did not believe they should be able to “waive” the requirement. Chairperson Ritz stated other Board members seemed to prefer to strike the word “waive.” **Board Member Murphy made a motion to change the language and return the document at the September meeting. The motion was seconded by Board Member Larson. Staff confirmed the changes to include “cumulative not to exceed 1500 sq. ft.,” which would be filtered through Legal; also, to omit the word “waive” to state “that the City Engineer may increase this requirement as warranted.”**

**Board Member Powell addressed 12-2-27 (D) (2) with the “1500 sq. ft. which are not part of a larger development” for clarification.** She thought it might be a loophole for someone to say it was 1500 sq. ft. but not a part of the larger project. Board Member Murphy addressed 12-9-4 (B) “Projects that include the addition of 1500 sq. ft.” Board Member Grundhoefer stated this referred to additional square footage after the already permitted project development. Mr. Hinote wanted to clearly distinguish that 12-9 is specific to commercial development and what would allow them to become exempt (parking lots, hospitals, etc.) For example, to add two additional parking spaces would not require a civil engineer. Exemption was to allow additional impervious surfaces without having to add a retention pond. He stressed a single home residence has no requirement for stormwater treatment or attenuation. He explained the City’s stormwater attenuation requirements are more stringent (requiring 100 year attenuation) than the Northwest Florida Water Management District.

Chairperson Ritz clarified that the 1500 sq. ft. involved the Bayou Texar shoreline protection district, and parking lots with the 1500 sq. ft. exemption. Senior Planner Statler advised Mr. Hinote used the parking lot as an example; currently, they would have to hire a civil engineer to add two parking spaces, and the intent was to allow them to have an exemption. Mr. Hinote advised modifying that language of 1500 sq. ft. could be done. Chairperson Ritz explained modifying it to 2000 would be too much 1500 was more reasonable. Board Member Grundhoefer asked if language could be revised to state that with the impervious area being added, the runoff would be directed toward the existing pond. Mr. Hinote explained that was already noted in a different section of the LDC and could be cited. Board Member Powell advised the language to indicate where the water must go could possibly be in 12-2-27 (D).

**The motion then carried unanimously.** Chairperson Ritz explained the proposed amendments would be sent back to Engineering staff for further clarification and brought back at a later Planning Board meeting.

**Open Forum** – None

**Discussion on the Proposed Amendment to the Tree Ordinance**

Board Member Murphy advised they were working on ways to conduct public meetings versus zoom meetings requiring computer technology. Possible amendment modifications would be coming to the Board in September. Staff explained the public could still participate in meetings virtually; however due to Covid they would not be permitted to attend in person. Chairperson Ritz explained Board Member comments or suggestions would be furnished to staff for dissemination.

**Adjournment** – With no further business, Chairperson Ritz thanked the Board for its patience with the change in methods of physical and virtual participation and adjourned the meeting at 3:20 pm.

Respectfully Submitted,

Cynthia Cannon, AICP  
Assistant Planning Director  
Secretary to the Board



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 26-21

City Council

6/17/2021

### **LEGISLATIVE ACTION ITEM**

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

**SUBJECT:**

REVISED PROPOSED ORDINANCE NO. 26-21 - AMENDING SECTION 7-8-5(f) - INCREASING MAXIMUM CHARGES FOR TOWING INOPERABLE VEHICLES WITHIN THE CITY

**RECOMMENDATION:**

That City Council adopt revised Proposed Ordinance No. 26.21 on second reading:

AN ORDINANCE AMENDING SECTION 7-8-5 (f) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; INCREASING MAXIMUM CHARGES FOR TOWING INOPERABLE VEHICLES WITHIN THE CITY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In 2009, the Escambia County Board of County Commissioners adopted Ordinance No. 2009-11, establishing maximum rates for towing vehicles which were unlawfully parked on private property and which had become inoperable on a public street or right-of-way. The County ordinance provides that it will apply to the unincorporated areas of the county and in the incorporated areas unless the municipality has a conflicting regulation. In 2009, the City Council allowed the trespass towing rates to take effect in the city limits, but it also allowed Code section 7-8-5(f) to remain in force, establishing a lower maximum rate for inoperable vehicle towing (\$85) than the county had adopted.

Earlier this year, Escambia County amended its towing regulations to permit a higher maximum rate for towing (\$150, with additional charges), to be increased in the future based on a cost-of-living index. The towing companies have approached the City requesting that the City's regulations be amended to defer to the County's ordinance so that they may experience their first rate increase in the city since 2009, and the rates for towing will be uniform throughout the county.

At the City Council Meeting on May 27, 2021, City Council voted to amend the Section 7-8-5(f) of the Code of the City of Pensacola from \$85 to not exceed \$150 for towing disabled vehicles and to maintain the \$10.00 per day storage fee.

**PRIOR ACTION:**

May 27, 2021 - City Council voted to amend Proposed Ordinance No 26-21 and approved on first reading.

July 9, 2009 - City Council adopted Ordinance No. 25-09, capping rates for towing of inoperable vehicles.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

5/6/2021

**STAFF CONTACT:**

Keith Wilkins, City Administrator  
Dick Barker Jr., Deputy City Administrator - Administration & Enterprise  
Kevin Christman, Interim Deputy Police Chief  
Lissa Dees, Parking Manager

**ATTACHMENTS:**

- 1) Revised Proposed Ordinance No. 26-21
- 2) Proposed Ordinance No. 26-21
- 3) City Ordinance No. 25-09, adopted July 9, 2009
- 4) Escambia County Code Sec. 94-171 through 94-176
- 5) Escambia County Resolution No. R-2021-59, adopted March 25, 2021

**PRESENTATION:** No

**REVISED**

PROPOSED  
ORDINANCE NO. 26-21

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE **AMENDING** SECTION 7-8-5(f) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; **INCREASING** MAXIMUM CHARGES FOR TOWING INOPERABLE VEHICLES WITHIN THE CITY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 7-8-5(f) of the Code of the City of Pensacola, Florida, is hereby **amended** as follows:

Sec. 7-8-5. - Wrecker rotation lists.

- (a) If the owner of a vehicle involved in an accident or collision is physically unable to designate the wrecker company desired or refuses to designate one, the investigating officer shall communicate that fact immediately to police department headquarters. The police department shall keep separate master wrecker rotation lists for general use, bridge rotation, and heavy-duty rotation. The wrecker rotation lists will be in numerical inspection order and will include all wrecker companies which:
  - (1) Have been issued a vehicle permit and inspection permit;
  - (2) Have applied to be on such lists;
  - (3) Maintain 24-hour wrecker service with wreckers;
  - (4) Meet all special and minimum requirements as herein established.
- (b) General wrecker rotation list requirements. All minimum requirements for the general-duty wreckers and equipment will apply.
- (c) Heavy-duty wrecker rotation list requirements. All minimum requirements for wreckers qualified, as defined in section 7-8-3(a)(2), to tow heavy-duty trucks and vehicles, and equipment requirements will apply.
- (d) Bridge rotation list requirements. Due to unusual circumstances arising from Pensacola Bay Bridge traffic and restraints, wrecker companies desiring to be on the bridge rotation list must be able to conform to the special requirements as follows:

- (1) Maintain a response time to all calls within 15 minutes from the location of the wrecker business to the Pensacola Bay Bridge on a 24-hour basis. Response time will be measured from the time the wrecker company receives the call from police communications until the wrecker arrives on the scene.
  - (2) Maintain a place of business, as defined in section 7-8-12, within five miles of the Pensacola Bay Bridge.
  - (3) Comply with all other provisions of this chapter and as stated for the general rotation list.
- (e) On receiving the first communication, the dispatcher receiving the communication at police headquarters shall call the first wrecker company on the list to tow the disabled vehicle and remove the same from the public streets of the city. If a wrecker belonging to the wrecker company receiving the communication fails to arrive at the scene of the accident within 30 minutes for general wrecker rotation and heavy-duty or 15 minutes for a bridge rotation call, the investigating officer shall notify police headquarters. The first wrecker called shall be canceled and the next wrecker on the rotation list called. The wrecker whose call was canceled shall be placed in the last position on the rotation list. In each succeeding communication of the inability or refusal of the owner to designate a wrecker, the next company on the list shall be called, and proper notation of each call shall be made on the individual master wrecker card.
- (f) When responding to a rotation call, each business shall charge as a wrecker towing fee an amount that is fair and reasonable, but in no instance to exceed ~~\$85.00~~ \$150.00 for towing disabled vehicles on the streets of the city, when the vehicle requires only the normal wrecker services. In addition, companies required to store vehicles at their facilities shall charge as a storage fee an amount that is fair and reasonable, but in no instance to exceed \$10.00 per day. Failure to comply will cause the wrecker business to be removed from the master wrecker rotation lists kept at police headquarters.
- (g) Requests for voluntary removal from any of the wrecker rotation lists require a written statement to be submitted to the police department before removal from any of the lists.

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. 26.21

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REPEALING SECTION 7-8-5(f) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ELIMINATING MAXIMUM CHARGES FOR TOWING INOPERABLE VEHICLES WITHIN THE CITY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 7-8-5(f) of the Code of the City of Pensacola, Florida, is hereby repealed:

Sec. 7-8-5. - Wrecker rotation lists.

- (a) If the owner of a vehicle involved in an accident or collision is physically unable to designate the wrecker company desired or refuses to designate one, the investigating officer shall communicate that fact immediately to police department headquarters. The police department shall keep separate master wrecker rotation lists for general use, bridge rotation, and heavy-duty rotation. The wrecker rotation lists will be in numerical inspection order and will include all wrecker companies which:
  - (1) Have been issued a vehicle permit and inspection permit;
  - (2) Have applied to be on such lists;
  - (3) Maintain 24-hour wrecker service with wreckers;
  - (4) Meet all special and minimum requirements as herein established.
- (b) General wrecker rotation list requirements. All minimum requirements for the general-duty wreckers and equipment will apply.
- (c) Heavy-duty wrecker rotation list requirements. All minimum requirements for wreckers qualified, as defined in section 7-8-3(a)(2), to tow heavy-duty trucks and vehicles, and equipment requirements will apply.
- (d) Bridge rotation list requirements. Due to unusual circumstances arising from Pensacola Bay Bridge traffic and restraints, wrecker companies desiring to be on the bridge rotation list must be able to conform to the special requirements as follows:

- (1) Maintain a response time to all calls within 15 minutes from the location of the wrecker business to the Pensacola Bay Bridge on a 24-hour basis. Response time will be measured from the time the wrecker company receives the call from police communications until the wrecker arrives on the scene.
  - (2) Maintain a place of business, as defined in section 7-8-12, within five miles of the Pensacola Bay Bridge.
  - (3) Comply with all other provisions of this chapter and as stated for the general rotation list.
- (e) On receiving the first communication, the dispatcher receiving the communication at police headquarters shall call the first wrecker company on the list to tow the disabled vehicle and remove the same from the public streets of the city. If a wrecker belonging to the wrecker company receiving the communication fails to arrive at the scene of the accident within 30 minutes for general wrecker rotation and heavy-duty or 15 minutes for a bridge rotation call, the investigating officer shall notify police headquarters. The first wrecker called shall be canceled and the next wrecker on the rotation list called. The wrecker whose call was canceled shall be placed in the last position on the rotation list. In each succeeding communication of the inability or refusal of the owner to designate a wrecker, the next company on the list shall be called, and proper notation of each call shall be made on the individual master wrecker card.
- ~~(f) When responding to a rotation call, each business shall charge as a wrecker towing fee an amount that is fair and reasonable, but in no instance to exceed \$85.00 for towing disabled vehicles on the streets of the city, when the vehicle requires only the normal wrecker services. In addition, companies required to store vehicles at their facilities shall charge as a storage fee an amount that is fair and reasonable, but in no instance to exceed \$10.00 per day. Failure to comply will cause the wrecker business to be removed from the master wrecker rotation lists kept at police headquarters.~~
- ~~(g)~~(f) Requests for voluntary removal from any of the wrecker rotation lists require a written statement to be submitted to the police department before removal from any of the lists.

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 application 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. 22-09

ORDINANCE NO. 25-09

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE REPEALING SECTION 7-11-14 OF  
THE CODE OF THE CITY OF PENSACOLA, FLORIDA;  
PROVIDING FOR THE REMOVAL OF VEHICLES FROM  
PRIVATE PROPERTY WITHOUT OWNER CONSENT;  
REPEALING CLAUSE; PROVIDING AN EFFECTIVE  
DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 7-11-14 of the Code of the City of  
Pensacola, Florida, is hereby repealed.

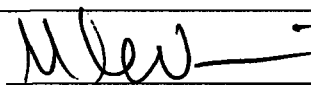
**Sec.7-11-14. Removal of vehicles from private property  
without owner consent.**

Whenever a wrecker or a wrecker business is utilized to  
remove a vehicle from private property without the consent of  
the owner or other legally authorized person in control of the  
vehicle being removed, the rate charged for the removal shall  
not exceed eighty-five dollars (\$85.00).

SECTION 2. All ordinances or parts of ordinances in  
conflict herewith are hereby repealed to the extent of such  
conflict.

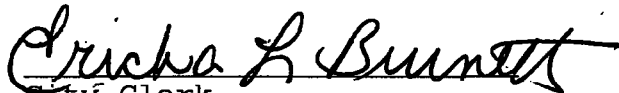
SECTION 3. This ordinance shall take effect immediately  
upon its passage by the City Council.

Passed: July 9, 2009


Approved: 

Mayor

Attest:

  
City Clerk

Legal in form and valid if  
enacted:

  
City Attorney

Published Daily-Pensacola, Escambia County, FL

## PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared **Becky Hildebrand** who on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

## NOTICE OF PROPOSED ORDINANCES

Was published in said newspaper in the issue(s) of:

June 29, 2009

Affiant further says that the said Pensacola News Journal is a newspaper published in said Escambia County, Florida, and that the said newspaper has heretofore been published in said Escambia County, Florida, and has been entered as second class matter at the Post Office in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 29th Day of June, 2009, by **Becky Hildebrand** who is personally known to me.

*Becky Hildebrand* Affiant  
*Archie Wheeler* Notary Public

NIKKI E. NICHOLS  
 Notary Public-State of FL  
 Comm. Exp. Aug. 01, 2012  
 Comm. No. DD 789478

**NOTICE OF PROPOSED ORDINANCES**

Please be advised that Proposed Ordinance Nos. 18-09, 19-09, 20-09, 21-09, and 22-09 were presented to the City Council of the City of Pensacola for first reading on Thursday, June 25, 2009, and will be presented for final reading and adoption on Thursday, July 9, 2009 at 7:00 p.m. in Council Chambers on the first floor of City Hall, 222 West Main Street, Pensacola, Florida.

The titles of the proposed ordinances are as follows:

P.O. #18-09:  
**AN ORDINANCE CLOSING, ABANDONING AND VACATING THE ALLEYWAY LOCATED IN BLOCK 37, NORTH HILL HIGH LANDS IN PENSACOLA, ESCAMBIA COUNTY, STATE OF FLORIDA; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

P.O. #19-09:  
**AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN AND FUTURE LAND USE MAP OF THE CITY OF PENSACOLA, FLORIDA; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE. (1421 Sonia St. & 900 Block South 1<sup>st</sup> St.)**

P.O. #20-09:  
**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 PROVIDING AN EFFECTIVE DATE. (1421 Sonia St. & 900 Block South 1<sup>st</sup> St.)**

P.O. #21-09:  
**AN ORDINANCE AMENDING SECTIONS 7-14-1, 7-14-2 AND 7-14-5 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING A FEE FOR FRONT YARD AVERAGING; INCREASING PERMIT APPLICATION FEES; INCREASING FEE FOR CERTIFICATE OF OCCUPANCY INSPECTION; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.**

P.O. #22-09:  
**AN ORDINANCE REPEALING SECTION 7-11-14 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR THE REMOVAL OF VEHICLES FROM PRIVATE PROPERTY WITHOUT OWNER CONSENT; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.**

A copy of the proposed ordinances may be inspected by the public in the City Clerk's office located on the 7th floor of City Hall, 222 West Main Street, Pensacola, Florida. Interested parties may appear at the Council meeting and be heard with respect to the proposed ordinances.

If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to city services, programs and activities. Please call 435-1606 (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. 1409769 11 June 29, 2009

# CITY COUNCIL MEMORANDUM

Item #12E

**TO:** Mayor and City Council

**FROM:** Alvin G. Coby, City Manager

**DATE:** July 9, 2009

**SUBJECT:** Proposed Ordinance No. 22-09 – Ordinance Capping Towing Fees of Vehicles from Private Property

## RECOMMENDATION:

That City Council approve Proposed Ordinance No. 22-09 on second reading.

## SUMMARY:

Earlier this year, adoption of a regulation capping the amount tow companies can charge when towing vehicles from private property throughout the County was discussed at a joint City Council – County Commission meeting. The City Council expressed approval of this regulation and on April 20, the County Commission's regulation of towing rates throughout the County became effective. Essentially, barring an unusual feature of a wreck or a vehicle, the County has capped the private towing charge at \$100.

**PRIOR ACTION:** June 25, 2009, Council approved Proposed Ordinance No. 22-09 on first reading.

**FUNDING:** None required.

**ATTACHMENTS:** (1) Proposed Ordinance No. 22-09

**STAFF CONTACT:** William D. Wells, City Attorney

**PRESENTATION:** No.

City of  
Pensacola



## ***ARTICLE V. NONCONSENSUAL TOWING AND STORAGE CHARGES***

### **Sec. 94-171. Intent.**

Escambia County intends to regulate the maximum price charged for nonconsensual towing services throughout the incorporated and unincorporated areas of Escambia County.

(Ord. No. 2009-11, § 1, 4-16-2009)

### **Sec. 94-172. Scope.**

- (1) The provisions of this article shall regulate the maximum price charged for nonconsensual towing services, which shall include tows of vehicles on private property, removal and storage of wrecked or disabled vehicles from an accident scene, or for the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle.
- (2) This article shall apply to all incorporated and unincorporated areas of Escambia County unless a municipality expresses its intent to exclude itself through resolution.
- (3) Nothing in this article shall be construed to prevent any municipality from enacting additional regulations of towing and storage services within the municipality's incorporated areas.

(Ord. No. 2009-11, § 2, 4-16-2009)

### **Sec. 94-173. Maximum price.**

- (1) The Escambia County Board of County Commissioners shall establish rates for nonconsensual towing services by resolution. It shall be unlawful and a violation of this article for any tow truck operator or owner to charge, demand, or request any rate exceeding those rates established pursuant to such resolution for nonconsensual towing services specified therein. In its sole discretion, the board of county commissioners may review the rates on an annual basis to determine if new rates are necessary.
- (2) Nothing in this article shall be construed to prevent a municipality from establishing additional rate regulations within the municipality's incorporated areas.

(Ord. No. 2009-11, § 3, 4-16-2009)

### **Sec. 94-174. Documentation.**

Any tow truck operator or owner who provides nonconsensual towing services shall keep records for two years of mileage, services provided, and prices charged for each nonconsensual towing service and shall provide these records to any law enforcement agency upon request.

(Ord. No. 2009-11, § 4, 4-16-2009)

---

**Sec. 94-175. Penalty.**

- (1) A violation of this article shall be a noncriminal infraction enforced pursuant to article III of chapter 30 of the Escambia County Code of Ordinances. The board of county commissioners hereby adopts the civil penalty citation schedule as provided for under section 30-63 for violations of this article. Each violation of any provision of this article shall constitute a separate offense.
- (2) Any person who willfully refuses to sign and accept a citation issued by a law enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or 775.083. A written warning to this effect shall be provided at the time any citation is issued hereunder.

(Ord. No. 2009-11, § 5, 4-16-2009)

**Sec. 94-176. Enforcement.**

The sheriff shall enforce the provisions of this article in the unincorporated areas of Escambia County. If a municipality employs its own law enforcement agency, the law enforcement agency of that municipality shall enforce the provisions of this article in the incorporated area of the municipality which the law enforcement agency serves.

(Ord. No. 2009-11, § 6, 4-16-2009)

**Secs. 94-177—94-180. Reserved.**

3/25/2021 CATI-5

RESOLUTION NUMBER R-2021 - 59

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF  
ESCAMBIA COUNTY, FLORIDA, AMENDING THE MAXIMUM PRICES  
AND CERTAIN RESTRICTIONS RELATED TO NONCONSENSUAL  
TOWING AND STORAGE SERVICES IN ESCAMBIA COUNTY;  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Escambia County Board of County Commissioners recognizes the need to regulate the maximum prices imposed for nonconsensual towing and storage service in Escambia County; and

**WHEREAS**, the Board of County Commissioners is authorized to set maximum prices for nonconsensual towing and storage pursuant to Sections 125.0103(1)(b)-(c) and 715.07(2)(b), Florida Statutes and by Escambia County Ordinance 2009-11;

**WHEREAS**, the Board of County Commissioners previously adopted Resolution 2009-63, which initially established the maximum prices for nonconsensual towing and storage services in Escambia County; and

**WHEREAS**, it has been concluded by the Board of County Commissioners that in order to provide adequately for the health, safety, and welfare of the citizens of Escambia County, it is appropriate to adopt a resolution amending the maximum prices and certain restrictions related to nonconsensual towing and storage services is in the public interest.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1. RECITALS.**

The above recitals are hereby incorporated into this Resolution.

**SECTION 2. DEFINITIONS.**

For purposes of this Resolution, these terms have the following meanings:

*Bona-fide extra labor time:* Based on special circumstances, the amount of time, at the scene, in

Date: 3/25/2021 Verified By: [Signature]

excess of fifteen (15) minutes that is reasonably necessary to safely effect the removal of a vehicle or its load from the scene of an accident or other incident requiring a tow. All special circumstances must be approved by the law enforcement officer on the scene.

*Bona-fide waiting time:* The actual time at the site of the vehicle to be towed when the towing service is prevented from working to effect the removal due to circumstances beyond its control. No travel time may be included.

*Nonconsensual towing:* The removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of vehicles in the event the owner is incapacitated, unavailable, leaves the procurement of a towing service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle, excepting trespass tows as defined by this Resolution.

*Normal wrecker service:* Normal vehicle hook-up and minor debris cleanup that does not generally take longer than fifteen (15) minutes to complete. Evidence of customary local service times and practices may be introduced to establish whether a particular incident constitutes normal wrecking service.

*Tow:* To haul, carry, pull along, or otherwise transport or remove a vehicle, vessel, or trailer by means of another vehicle.

*Towing service:* Any person, company, corporation or other entity, whether licensed or not, who engages in or owns or operates a business which engages, in whole or in part, in the towing or removal of motor vehicles, vessels, or trailers for compensation.

*Trespass towing:* Towing or removal of a vehicle, without the consent of the vehicle's owner or operator, as authorized by Section 715.07, Florida Statutes, when that vehicle is parked on private real property.

**SECTION 3. MAXIMUM RATES FOR TOWING AND STORAGE.**

Pursuant to Escambia County Ordinance 2009-11, the maximum rates for nonconsensual towing services and storage of the following classes of vehicles are hereby amended as follows:

**(a) *Class A Vehicles*** (gross vehicle weight of 10,000 pounds or less or vessel or trailer 15 feet or less in length):

Trespass tow: \$150.00 flat rate for any normal wrecker service not involving special circumstances.

Nonconsensual tow: \$150.00 flat rate for any normal wrecker service not involving special circumstances.

Nonconsensual or trespass tow, per full extra mile over ten (10) miles: \$5.00 per mile. This charge shall only apply to towing services performed exclusively in the unincorporated areas of Escambia County.

Nonconsensual tow, bona-fide waiting time or extra labor time in excess of thirty (30) minutes at scene: \$37.50 per .25 hours (15 minutes).

Storage rate for trespass or nonconsensual tow: \$40.00 per day.

**(b) *Class B Vehicles*** (gross vehicle weight of 10,000 or more pounds but less than 20,000 pounds or vessel or trailer greater than 15 feet but less than 30 feet in length):

Trespass tow: \$250.00 base rate for any normal wrecker service not involving special circumstances.

Nonconsensual tow: \$250.00 base rate for tow of ten (10) miles or less.

Nonconsensual or trespass tow, per full extra mile over ten (10) miles: \$6.00 per mile.

Nonconsensual tow, bona-fide waiting time or extra labor time in excess of thirty (30) minutes at scene: \$62.50 per .25 hours (15 minutes).

Storage rate for trespass or nonconsensual tow: \$50.00 per day.

**(c) Class C Vehicles** (gross vehicle weight of 20,000 or more pounds but less than 58,000 pounds or vessel or trailer greater than 30 feet in length):

Trespass tow: \$350.00 base rate for any normal wrecker service not involving special circumstances.

Nonconsensual tow: \$350.00 base rate for tow of ten (10) miles or less.

Nonconsensual or trespass tow, per full extra mile over ten (10) miles: \$7.00 per mile.

Nonconsensual tow, bona-fide waiting time or extra labor time in excess of thirty (30) minutes at scene: \$87.50 per .25 hours (15 minutes).

Storage rate for trespass or nonconsensual tow: \$60.00 per day.

**(d) Class D Vehicles** (gross vehicle weight of 58,000 or more pounds):

Trespass tow: \$450.00 base rate for any normal wrecker service not involving special circumstances.

Nonconsensual tow: \$450.00 base rate for tow of ten (10) miles or less.

Nonconsensual or trespass tow, per full extra mile over ten (10) miles: \$8.00 per mile.

Nonconsensual tow, bona-fide waiting time or extra labor time in excess of thirty (30) minutes at scene: \$112.50 per .25 hours (15 minutes).

Storage rate for trespass or nonconsensual tow: \$70.00 per day

**(e) Retrieval prior to nonconsensual tow.** When the owner of the vehicle to be towed, or an authorized driver or agent, arrives at the scene prior to the vehicle being removed or towed from the property, the vehicle shall be disconnected from the tow truck and the owner shall be allowed to remove the vehicle without interference upon payment of a reasonable service fee of not more than one-half of the rate set by this resolution for the particular vehicle class.

**SECTION 4. MAXIMUM RATES FOR ADDITIONAL CHARGES RELATED TO NONCONSENSUAL OR TRESPASS TOWING.**

Pursuant to Escambia County Ordinance 2009-11, if a towing service is able to provide an itemized and detailed description of using the following equipment, and can show that such use was necessary to complete a nonconsensual or trespass tow, the towing service or business may impose a charge not to exceed the following amended rates:

(a) *Use of additional trucks for assistance.* A rate equal to 80.0% of the rate established under Section 2 of this Resolution for each additional truck.

(b) *Extra manpower:* \$75.00 per man-hour.

(c) *Deployed air bags by towing service:* \$2,000.00 flat rate.

(d) *Landoll trailer (semi rollback or drop back trailer):* \$350.00 per hour used.

(e) *Removal and replacement of driveshaft, axles, air hookup, secure load, etc., to prepare vehicle for towing:* May be billed at the extra labor rate established for the class of vehicle, vessel, or trailer by Section 2 of this Resolution.

(f) *Specialized equipment such as forklifts and loaders, hazardous material cleanup, underwater recovery, maintenance of traffic, etc.:* May be billed at the prevailing markets rates for the towing service industry.

(g) *Fuel Surcharge:* A towing service may assess a fuel surcharge of not more than 5.0% for every \$0.25 over \$3.00 per gallon, to be calculated using the total bill price excluding any storage or administrative fee. The fuel price shall be determined by reference to the weekly report prepared for the Gulf Coast area by the United States Energy Information Administration.

**SECTION 5. MAXIMUM RATES FOR ADDITIONAL CHARGES RELATED TO NONCONSENSUAL OR TRESPASS STORAGE.**

Pursuant to Escambia County Ordinance 2009-11, if a towing service stores a vehicle as a result

of a nonconsensual tow or trespass tow, the towing service may impose charges not to exceed the following amended rates:

**(a) Gate fees.** An after-hours gate fee may be charged in an amount of not more than \$50.00 between the hours of 5:00 p.m. and 8:00 a.m. for any day that a person may seek to retrieve a vehicle, including all day on weekends and holidays. However, a gate fee may not be charged for the retrieval of prescription medicine or medical devices.

**(b) Storage fees.** (1) A towing service may not impose any charges, other than those established by this resolution, for services rendered during the first six (6) hours that the vehicle is in possession of the towing service for trespass and nonconsensual tows, beginning from the time that the vehicle was delivered to a storage facility maintained by the towing service.

(2) A towing service may impose a storage fee established by this resolution based on twenty-four hour increments rather than calendar days after the vehicle is in possession of the towing service for the first six (6) hours for nonconsensual tows and trespass tows, beginning from the time that the vehicle was delivered to a storage facility maintained by the towing service.

(3) A towing service may impose an administrative fee of \$50.00 plus actual cost (i.e. certified mail, record search, or advertising), provided that the towing service has complied with the requirements of Section 713.78, Florida Statutes.

**(c) Tarpaulin fees.** A towing service may impose a fee of \$30.00 if the towing service finds it necessary to install and maintain tarpaulin coverage on any stored vehicle in order to protect the vehicle from damage from inclement weather.

#### **SECTION 6. ANNUAL CONSUMER PRICE INDEX (CPI) ADJUSTMENT.**

The rates established herein shall be adjusted annually by the County's Office of Management and Budget Services to reflect the Consumer Price Index (CPI) as of January 1 of each year. The new

rates as of January 1 of each year shall be made available for access on the County's website.

**SECTION 7. EFFECTIVE DATE.**

This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this 23<sup>rd</sup> day of March 2021.

**BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

Date Executed

3/25/2021

By:

Robert Bender  
Robert Bender, Chairman

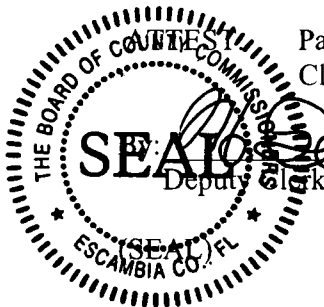
**Approved as to form and legal sufficiency**

By:

Kin M. Johnson

Title: Assistant County Attorney

Date: March 11, 2021



Pam Childers  
Clerk of the Circuit Court

[Signature]  
Deputy Clerk



## Memorandum

---

**File #:** 21-00516

City Council

6/17/2021

---

### **DISCUSSION ITEM**

**SPONSOR:** City Council Member Sherri Myers

**SUBJECT:**

TRAFFIC CALMING REQUESTS, POLICY AND PROCEDURES

**SUMMARY:**

This item seeks to discuss the development of an ordinance or other appropriate mechanism to address the traffic calming request process.

For a citizen to request/obtain the installation of traffic calming devices, currently, Public Works requires the following:

Prior to any traffic calming devices being installed city staff must receive a petition signed by 75% or more of the owners of property which abut the roadway on which traffic calming devices are requested. Lessees of property, which abut the affected roadway, may sign the petition in lieu of the property owner if the property owner resides outside of Escambia County and grants permission to lessee in writing. Requirements for a traffic calming device include:

1. Roadway on which traffic calming devices are requested is a paved roadway.
2. Roadway has a posted speed limit of 30 MPH or less, has average daily traffic (ADT) volumes of less than 3000 vehicles per day and is not functionally classified as an arterial road...minor arterial roads may be eligible for certain traffic calming features if ADT volumes are no greater than 3000 vehicles per day.
3. Streets with ADT volumes exceeding 3000 vehicles per day may require a special evaluation and justification for approval, considering other alternative measures, where appropriate.
4. The 85th percentile speed of roadway, equals or exceeds 6 mph above the posted speed limit, and/or other safety factors are prevalent.
5. City staff determines the area is more suitable for and qualifies for a Community Traffic Management Plan an approach based on the subdivision or area layout, a meeting will be held with the stakeholders to identify the process and cost. Stakeholders may be asked to contribute to the purchase and implementation of traffic calming devices.

**Exemptions:**

For a traffic calming requests on roadways that are directly adjacent to a city owned parcel containing a community center or public park, the petition rule above may be waived if such request is supported and sponsored by the District Councilmember; however, all requirements of 1-5 above

must still be met.

**PRIOR ACTION:**

December 10, 2020 - City Council held a discussion on "Developing an Ordinance to address Traffic Calming, Such as Speed Bumps and Other Measures."

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

1) Traffic Calming Policy \_Final\_20210223(002)

**PRESENTATION:** No

**To Whom It May Concern:**

In response to your recent request for information concerning the City of Pensacola's policy on installation of traffic calming devices, enclosed is a copy of the current policy and an official petition form.

As the neighborhood contact person, you are advised to carefully read the policy, requirements, and instructions before moving forward with this petition. Please keep this information packet intact while offering the petition to residents, as each signature indicates that the property owner or lessee has read all instructions and information relating to this petition.

The completed petition should be sent to City of Pensacola, Office of the Mayor, 222 West Main Street, Pensacola, Florida 32502.

If you have any questions concerning the procedures for installation of traffic calming devices, please contact David Forte at [dforte@cityofpensacola.com](mailto:dforte@cityofpensacola.com).

# **PETITION FOR INSTALLATION OF TRAFFIC CALMING DEVICES**

**Purpose:** Traffic calming is the overall term for the enhancements made to eligible streets in efforts to improve safety for all roadway users. Traffic calming includes, but is not limited to, speed tables, speed bumps, radar display speed signs, pavement markings, traffic circles, etc.), and when properly planned and implemented, traffic calming can combat speeding and / or other unsafe driving behaviors.

**ALL PERSONS ARE ENCOURAGED TO CAREFULLY READ THE POLICY AND INFORMATION/INSTRUCTIONS PRIOR TO SIGNING THE PETITION.**

## **1. Petition Process:**

City staff must receive a petition signed by 75% or more of the owners of property, which abut the roadway on which traffic calming devices are requested. Lessees of property, which abut the affected roadway, may sign the petition in lieu of the property owner, if the property owner resides outside of Escambia County and grants permission to lessee in writing. A contact person shall be noted on the petition to act as the designated neighborhood coordinator / point of contact. Once the petition is received and 75% threshold has been met, the City of Pensacola will order the appropriate traffic study for the requested roadway or roadway segment to determine eligibility based off requirements below.

Note: Receipt of 75% or more of appropriate signatures does not constitute traffic calming approval. All applicable requirements listed below in Section 2. must be met to warrant traffic calming installation(s).

The official petition form is attached herein.

## **2. Requirements:**

- a) The roadway on which traffic calming devices are requested is a paved roadway. Traffic calming devices may be constructed concurrently with a programmed paving project.
- b) The roadway on which traffic calming devices are requested has a posted speed limit of 30MPH or less, has average daily traffic (ADT) volumes of 3000 vehicles per day or less, and is not functionally classified as an arterial road. However, minor arterial roads may be eligible for traffic calming features if ADT volumes are no greater than 3000 vehicles per day.
- c) Eligible streets with ADT volumes exceeding 3000 vehicles per day may require a special evaluation and justification for approval, considering other alternative measures, where appropriate.

d) A traffic speed study must be performed, and the study must conclude that the 85<sup>th</sup> percentile speed of the roadway either equals or exceeds 6 mph above the posted speed limit, and/or other safety factors are prevalent for traffic calming consideration(s).

e) If City staff determines the area is more suitable for and qualifies for a Community Traffic Management Plan, an approach based on the subdivision or area layout, a meeting will be held with the stakeholders (HOA, Neighborhood Watch, etc.) to identify the process and cost. These groups may / will be asked to contribute to the purchase and implementation of the traffic calming devices.

The City of Pensacola shall respond to all petitions for installation of traffic calming devices within 30 days of petition submittal date. If the petition does not meet the conditions listed above, the City of Pensacola, or designee, shall so notify the contact person in writing.

If the petition meets the conditions listed above, the City of Pensacola, or designee, shall notify the contact person that the petition is valid and that an investigation will be conducted to determine appropriate traffic calming devices for the roadway on which these devices have been requested. This investigation may include field checks, neighborhood input and/or traffic engineering studies. Upon completion of the investigation, the City of Pensacola, or designee, shall set a meeting with affected property owners to discuss traffic calming and to seek consensus on maintenance of a speed hump, speed table or construction of alternative devices (e.g. median islands, traffic circles, lane narrowing, road blocks, directional diverters, multi-way stops signs).

### **3. Exemptions:**

For traffic calming requests on roadways that are directly adjacent to a city owned parcel containing a community center or public park, the petition rule above may be waived if such request is supported and sponsored by the District Councilmember's Office; however, all requirements of a) to e) above must still be met.

### **4. Instructions for Completing the Petition:**

1. Only one signature per property is counted.
2. Each signatory must be the registered property owner (**based off the Property Tax Appraiser's information**) or a lessee of the address for which he/she is signing if owner is not in Escambia County and owner grants approval in writing.
3. Signatures must be legible and supplemented by the printed name of the signatory and date.


4. If a signatory is not the person currently listed as owner on the tax roll (With the exception of a lessee), an explanation as to the signatory's relationship to the property owner is needed. For example, if said property was inherited, but the tax roll does not reflect this change, an explanation of this would be necessary.

5. A contact person to act as a neighborhood coordinator should be noted on the petition. Please include an address, email, and daytime phone number for this individual.

The official petition form enclosed is the only acceptable form for use as a petition.

**Petitions to be submitted to:**

City of Pensacola City Hall  
7<sup>th</sup> Floor - Office of the Mayor  
222 West Main Street  
Pensacola, FL 32502

Kerrith Fiddler -   
Approved by:

Deputy City Administrator  
Job Title:

2-23-21  
Effective Date:



## **PETITION FOR INSTALLATION OF TRAFFIC CALMING DEVICES**

We, the undersigned property owners / lessees on

\_\_\_\_\_ (street name), between  
\_\_\_\_\_ (street name) and  
\_\_\_\_\_ (street name), hereby request the City of  
Pensacola, Florida to install traffic calming devices along the section of the aforementioned roadway.

By signing this petition, we certify that we have read and understand the City's traffic calming policy and that we are either the registered property owners or lessees residing at the listed addresses. We understand that a petition alone does not grant approval for traffic calming devices to be installed, but that a petition simply begins the process for possible traffic calming installation(s).

### **Support:**

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone / Email

### **Support:**

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone / Email

### **Oppose:**

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone / Email

### **Oppose:**

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone / Email

**PLEASE MAKE ADDITIONAL COPIES OF THIS PETITION AS NEEDED**



**Support:**

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone / Email

**Support:**

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone / Email

**Support:**

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone / Email

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

Neighborhood Contact: Name \_\_\_\_\_

Address \_\_\_\_\_

Phone / Email \_\_\_\_\_

Street Posted Speed Limit \_\_\_\_\_ MPH

**Oppose:**

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone / Email

**Oppose:**

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone / Email

**Oppose:**

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone / Email

**PLEASE MAKE ADDITIONAL COPIES OF THIS PETITION AS NEEDED**