



City of Pensacola

Agenda Conference

Agenda

Tuesday, September 7, 2021, 3:30 PM

Hagler-Mason Conference Room,
2nd Floor

Members of the public may attend the meeting in person. City Council encourages those not fully vaccinated to wear face coverings that cover their nose and mouth.

The meeting can be watched via live stream at cityofpensacola.com/video.

ROLL CALL

PRESENTATION ITEMS

1. [21-00649](#) DEMONSTRATION REGARDING ADA ENHANCEMENTS AND IMPROVEMENTS

Recommendation: That City Council receive a demonstration on ADA updates which have occurred on the City's various technical platforms from the City's ADA Coordinator, Jonathan Bilby and IT Director, Trudi Nichols.

Sponsors: Grover C. Robinson, IV

REVIEW OF CONSENT AGENDA ITEMS

2. [21-00637](#) EXTEND TERMS OF ESCAMBIA PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE MEMBERS

Recommendation: That City Council approve to extend the terms of the Escambia Pensacola Affordable Housing Advisory Committee members to December 31, 2021.

Sponsors: Jared Moore

Attachments: [Escambia Pensacola Affordable Housing Committee Members and 1](#)

3. [21-00648](#) APPOINTMENT OF MEMBERS TO THE CHARTER REVIEW COMMISSION

Recommendation: That City Council, in accordance with City Charter Section 8.01(b) and through joint agreement between the Mayor and City Council, appoint seven (7) members, one coming from each of the seven Council Districts, and (2) appointees from the Mayor for a total of nine (9) appointees to the Charter Review Commission.

Sponsors: Jared Moore

Attachments: [Application of Interest - Antonio Bruni - Dist 1](#)
[Application of Interest - Samuel Horton Sr - Dist 2](#)
[Resume - Samuel Horton Sr](#)
[Application of Interest - Thomas Williams - Dist 3](#)
[Resume - Thomas Williams](#)
[Application of Interest - David Alexander III - Dist 5](#)
[Application of Interest - Lester Smith - Dist 6](#)
[Application of Interest - Jack Zoesch - Dist 4](#)
[Application of Interest - Chris Schwier - Dist 7](#)
[Application of Interest - Clorissti Shoemo](#)
[Resume - Clorissti Shoemo](#)
[Application of Interest - John Trawick](#)
[Resume - John Trawick](#)

4. [21-00669](#) AWARD OF CONTRACTS RFP #21-028 FIVE (5) YEAR CONTRACT FOR DEBRIS MONITORING SERVICES

Recommendation: That City Council approve the ranking of the selection committee for RFP #21-028 "Five (5) Year Contract for Debris Monitoring Services," with Tetra Tech, Inc. of Maitland, Florida submitting the best proposal. Further, that Council award the primary contract for the debris monitoring services to Tetra Tech, Inc., and that a secondary contract be awarded to Witt O'Brien's, LLC in the event Tetra Tech, Inc. is unable to perform the required services or in the event circumstances require more than one firm to adequately respond. Finally, that City Council authorize the Mayor to negotiate and the execute the contract with each named firm and take all related actions necessary to engage their services, as required.

Sponsors: Grover C. Robinson, IV

Attachments: [Final Tabulation](#)
[Final Vendor Reference List](#)
[Scoring Matrix](#)

5. [21-00701](#) FISCAL YEAR 2022 COMMUNITY POLICING INTERLOCAL AGREEMENT
- Recommendation:* That the City Council approve an interlocal agreement with the City of Pensacola and the Community Redevelopment Agency (CRA) for the purpose of providing Community Policing Innovations within the Urban Core Community Redevelopment Area for Fiscal Year 2022 in an amount not to exceed \$100,000.
- Sponsors:* Delarian Wiggins
- Attachments:* [FY22 Community Policing Interlocal Agreement](#)
6. [21-00719](#) SECOND ADDENDUM TO THE PARTIAL ASSIGNMENT TO INSPIRED COMMUNITIES OF FLORIDA, LLC OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES, LLP
- Recommendation:* That City Council approve and authorize the Mayor to execute the Second Addendum to the Partial Assignment to Inspired Communities of Florida, LLC of the Option Agreement between the City of Pensacola and Studer Properties, LLP for the development of Parcels 3, 6, 8, and 9 of the Vince J. Whibbs Jr. Community Maritime Park, extending the agreement for twelve months through September 30, 2022.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Second Addendum to the Inspired Option Agreement - draft](#)
7. [21-00722](#) SECOND ADDENDUM TO THE PARTIAL ASSIGNMENT TO VALENCIA DEVELOPMENT CORPORATION OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES, LLP
- Recommendation:* That City Council approve and authorize the Mayor to execute the Second Addendum to the Partial Assignment to Valencia Development Corporation of the Option Agreement between the City of Pensacola and Studer Properties, LLP for the development of Parcel 7 of the Vince J. Whibbs Jr. Community Maritime Park, extending the agreement for twelve months through September 30, 2022.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Second Addendum to the Valencia Option Agreement - draft](#)
8. [21-00723](#) PORT TARIFF REVISIONS
- Recommendation:* That City Council approve the proposed revisions to Port of Pensacola Tariff No. 5A. Further, that City Council authorize the Mayor to take all actions necessary to implement the changes.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Proposed Revised Port Tariff No. 5A - markup version](#)

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

9. [21-00690](#) PUBLIC HEARING: PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE - RESIDENTIAL DENSITY TRANSFERS
- Recommendation:** That City Council conduct a public hearing on September 9, 2021 to consider a proposed amendment to Section 12-3-109 of the Land Development Code, pertaining to Residential Density Transfers.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Ordinance No. 35-21](#)
[Planning Board Minutes August 10, 2021 - DRAFT](#)
10. [35-21](#) PROPOSED ORDINANCE NO. 35-21 - AMENDMENT TO THE LAND DEVELOPMENT CODE - RESIDENTIAL DENSITY TRANSFERS
- Recommendation:** That City Council approve Proposed Ordinance No. 35-21 on first reading.
- AN ORDINANCE AMENDING SECTION 12-3-109 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, ESTABLISHING A PROCESS FOR THE APPROVAL OF RESIDENTIAL DENSITY TRANSFERS.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Ordinance No. 35-21](#)
[Planning Board Minutes August 10, 2021](#)
11. [21-00694](#) PUBLIC HEARING: ZONING MAP AND FUTURE LAND USE MAP AMENDMENT - RECENTLY ANNEXED PROPERTY - AMR PENSACOLA, INC.
- Recommendation:** That City Council conduct a Public Hearing on September 9, 2021, to consider the request to amend the Zoning Map and Future Land Use Map for the parcel located on the southeast corner of the intersection of West Blount Street and North Pace Boulevard which was recently annexed into the city.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Annexation Map](#)
[Planning Board Minutes August 10, 2021 - DRAFT](#)
[Future Land Use Map August 2021](#)
[Zoning Map August 2021](#)
[Proposed Ordinance No. 36-21](#)
[Proposed Ordinance No. 37-21](#)

12. [37-21](#) PROPOSED ORDINANCE NO. 37-21 - FUTURE LAND USE MAP AMENDMENT - RECENTLY ANNEXED PROPERTY - AMR PENSACOLA, INC
- Recommendation:** That City Council approve Proposed Ordinance No. 37-21 on first reading:
- AN ORDINANCE AMENDING THE FUTURE LAND USE CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE FUTURE LAND USE MAP OF THE CITY OF PENSACOLA; REPEALING CLAUSE AND EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Ordinance No. 37-21](#)
[Planning Board Minutes August 10, 2021 DRAFT](#)
[Future Land Use Map August 2021](#)
13. [36-21](#) PROPOSED ORDINANCE NO. 36-21 - ZONING MAP AMENDMENT - RECENTLY ANNEXED PROPERTY - AMR PENSACOLA, INC
- Recommendation:** That City Council approve Proposed Ordinance No. 36-21 on first reading:
- AN ORDINANCE AMENDING THE ZONING CLASSIFICATION OF CERTAIN PROPERTY PURSUANT TO AND CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY OF PENSACOLA; AMENDING THE ZONING MAP OF THE CITY OF PENSACOLA; REPEALING CLAUSE AND EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Ordinance No. 36-21](#)
[Planning Board Minutes August 10, 2021 - DRAFT](#)
[Zoning Map August 2021](#)
14. [21-00689](#) REQUEST FOR LICENSE TO USE A 20' X 72' PORTION OF THE BRAINERD STREET USE RIGHT OF WAY - 1154 NORTH 12TH AVENUE
- Recommendation:** That City Council approve the request for a License to Use Right of Way a 20' x 72' portion of the Brainerd Street right of way adjacent to property located at 1154 North 12th Avenue for the purpose of providing parking within the right-of-way.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Dickie Heckler License to Use Application](#)
[Planning Board Minutes August 10, 2021](#)

15. [21-00741](#) FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT PROGRAM - JACKSON STREET TRANSPORTATION MASTER PLAN

Recommendation: That the City Council approve and authorize the CRA Chairperson to execute the acceptance of the Florida Department of Economic Opportunity Community Planning Assistance Grant in the amount of \$40,000 for development the Jackson Street Transportation Master Plan. Finally, City Council adopt a Supplemental Budget Resolution to appropriate the grant funds.

Sponsors: Delarian Wiggins

Attachments: [Award Letter -- July 13, 2021 - DEO TA](#)

16. [2021-64](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-64 - APPROPRIATING FUNDING IN RELATION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT PROGRAM - JACKSON STREET TRANSPORTATION MASTER PLAN

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2021-64:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Delarian Wiggins

Attachments: [Supplemental Budget Resolution No. 2021-64](#)
[Supplemental Budget Explanation No. 2021-64](#)

17. [21-00753](#) MARKET PLACE STORMWATER POND

Recommendation: That City Council create a line item in the budget titled "Market Place Greenway". That \$30,000.00 from Sherri Myers' tree trust funds be transferred to the line item. Further, that \$50,000.00 from the tree trust fund, which is a portion of the funds allocated to District 2 for tornado tree canopy remediation, be transferred to the fund. Further, that the City Council determine the amount of funds paid into the tree trust fund from the Ascension Sacred Heart developments on Grande Street and the intersection of Summit and 12th Avenue and these funds be placed into the fund. Further, that any funds placed in the tree trust fund from the developers of the Grande Street developments be placed in the fund. Said total not to exceed \$100,000.00, but not inclusive of \$30,000.00 donated by Councilwoman Myers. Lastly, that \$100,000.00 from any unallocated funds from the general fund be allocated to the project for sidewalks, benches, irrigation and other vegetative improvements not covered by the tree trust fund. Total allocation \$230,000.00. Further that City Council approve a supplemental budget resolution.

Sponsors: Sherri Myers

Attachments: [12th ave storm pont concept Drawings- 12th ave ret pond 4-22-19 - /](#)
[Market Place Greenway - Overhead Slides 6-17-21](#)
[Tree Trust Revenues- expenses by district - Requested \(003\)](#)
[Copy of Tree Trust Fund \(001\)](#)

18. [2021-77](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-77 - MARKET PLACE STORMWATER POND

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2021-77:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Sherri Myers

Attachments: [Supplemental Budget Resolution No. 2021-77](#)
[Supplemental Budget Explanation No. 2021-77](#)

19. [21-00754](#) CITY OF PENSACOLA ACTIVE TRANSPORTATION PLAN

Recommendation: That City Council provide funding of \$166,000 for the creation of an Active Transportation Plan. Further that City Council approve a supplemental budget resolution.

Sponsors: Jared Moore

Attachments: [Ord. No. 06-21 - Complete Streets](#)
 [Resolution No. 29-12 -- Complete Streets Policy](#)

20. [2021-76](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-76 - CITY OF PENSACOLA ACTIVE TRANSPORTATION PLAN

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2021-76:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Jared Moore

Attachments: [Supplemental Budget Resolution No. 2021-76](#)
 [Supplemental Budget Explanation No. 2021-76](#)

21. [28-21](#) PROPOSED ORDINANCE NO. 28-21 AMENDMENT TO CITY CODE SECTION 4-3-97 - SANITATION COLLECTION FEE AND EQUIPMENT SURCHARGE

Recommendation: That City Council adopt Proposed Ordinance No. 28-21 on second reading:

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION COLLECTION FEES AND THE SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR A PREMIUM SERVICE FEE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance No. 28-21](#)

22. [29-21](#) PROPOSED ORDINANCE NO. 29-21 - REQUEST FOR ZONING MAP AMENDMENT - 1301 PALAFOX STREET

Recommendation: That City Council adopt revised Proposed Ordinance No. 29-21 on second reading:

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

Sponsors: Grover C. Robinson, IV

Attachments: [REVISED Proposed Ordinance No. 29-21](#)
 [Proposed Ordinance No. 29-21](#)
 [Planning Board Rezoning Application](#)
 [Community Comments](#)
 [Planning Board Minutes June 8, 2021 DRAFT](#)
 [Zoning Map June 2021](#)

23. [33-21](#) PROPOSED ORDINANCE NO. 33-21 - AMENDING SECTION 6-2-3 - DUTIES [PARKS AND RECREATION BOARD] OF THE CITY CODE

Recommendation: That City Council adopt Proposed Ordinance No. 33-21 on second reading:

AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PARKS AND RECREATION BOARD -- DUTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Ann Hill

Attachments: [Proposed Ordinance No. 33-21](#)
 [June 17, 2021 Parks and Recreation Board Minutes](#)

24. [34-21](#) PROPOSED ORDINANCE NO. 34-21 - ELIMINATING PERMIT REQUIREMENTS FOR ADULT ENTERTAINMENT ESTABLISHMENT EMPLOYEES.

Recommendation: That City Council adopt Proposed Ordinance No. 34-21 on second reading.

AN ORDINANCE AMENDING SECTIONS 7-3-23 AND 7-3-119 AND REPEALING SECTION 7-3-45 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ELIMINATING PERMIT REQUIREMENTS FOR ADULT ENTERTAINMENT EMPLOYEES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance No. 34-21](#)

CONSIDERATION OF ANY ADD-ON ITEMS

FOR DISCUSSION

READING OF ITEMS FOR COUNCIL AGENDA

COMMUNICATIONS

CITY ADMINISTRATOR'S COMMUNICATION

CITY ATTORNEY'S COMMUNICATION

QUARTERLY FINANCIAL REPORT - Finance Director Amy Lovoy.

25. [21-00681](#) QUARTERLY FINANCIAL REPORT - NINE MONTHS ENDING JUNE 30, 2021 (UNAUDITED) - FINANCE DIRECTOR AMY LOVOY

Sponsors: Grover C. Robinson, IV

Attachments: [Financial Report- Nine Months Ending June 30, 2021 \(Unaudited\)](#)
[Financial Report Presentation- Nine Months Ending June 30, 2021 \(l](#)

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 #: 21-00649

City Council

9/9/2021

PRESENTATION ITEM

FROM: Grover C. Robinson, IV, Mayor

SUBJECT:

DEMONSTRATION REGARDING ADA ENHANCEMENTS AND IMPROVEMENTS

REQUEST:

That City Council receive a demonstration on ADA updates which have occurred on the City's various technical platforms from the City's ADA Coordinator, Jonathan Bilby and IT Director, Trudi Nichols.

SUMMARY:

Over the past few years, the City of Pensacola has been working to become more accessible to all members of the public. In doing so, the City has updated some of its policies, procedures, processes and platforms to do so.

City staff would like to discuss accomplishments to ADA initiatives, including updating the City's ADA grievance process, selecting an ADA Committee to review grievances and suggest action plans, and implementing initiatives such as Closed Captioning for all City Boards and Committees held in the Hagler-Mason and Council Chambers.

PRIOR ACTION:

None

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
Jonathan Bilby, Inspections Director
Trudi Nichols, Innovation & Technology Director

ATTACHMENTS:

None

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00637

City Council

9/9/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

EXTEND TERMS OF ESCAMBIA PENSACOLA AFFORDABLE HOUSING ADVISORY COMMITTEE MEMBERS

RECOMMENDATION:

That City Council approve to extend the terms of the Escambia Pensacola Affordable Housing Advisory Committee members to December 31, 2021.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

The AHAC is tasked with submitting an annual report to the local governing body which includes recommendations on the implementation of affordable housing incentives. During the 2020 State Legislative Session, the legislature modified the AHAC's reporting requirements from triennial to annual. The extension of the committee members' terms from September 30, 2021, to December 31, 2021, will allow members to meet and complete the required annual report. Due to public health concerns associated with COVID-19, the AHAC did not meet from March 2020 through July 2021.

On July 8, 2021, the Board of County Commissions approved to extend the terms of the AHAC members until December 31, 2021.

PRIOR ACTION:

April 8, 2021 - City Council approved Escambia County appointee, Crystal Scott, to the AHAC

October 22, 2020 - City Council appointed Cecily Chundrlek to the AHAC

September 24, 2020 - City Council approved Escambia County appointee Lumon May, to the AHAC

August 13, 2020 - City Council appointed Council Vice President Ann Hill to the AHAC

August 13, 2020 - City Council approved Escambia County appointee, Justin Williams, to the AHAC

September 13, 2018 - City Council approved the AHAC members

FUNDING:

N/A

FINANCIAL IMPACT:

The AHAC's local housing incentive strategies annual report provided to the local jurisdictions is a program requirement and must be submitted to the state to receive SHIP funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Choose an item.

[Click here to enter a date.](#)

STAFF CONTACT:

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

Marcie Whitaker, Housing Director

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Escambia Pensacola Affordable Housing Committee Members and Terms

PRESENTATION: No

Escambia Pensacola Affordable Housing Committee Members and Terms

<u>Name</u>	<u>Term Expires</u>
George "Ed" Brown	9/30/2021
Cecily Chundrlek	9/30/2021
Laura Gilmore	9/30/2021
Heidi Palmquist	9/30/2021
John Ralls	9/30/2021
Paul Ritz	9/30/2021
Crystal Scott	9/30/2021
Justin Williams	9/30/2021
Renee' Whilhoit	9/30/2021
Council Vice President Ann Hill	8/19/2023
Commissioner Lumon May	8/19/2023



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00648

City Council

9/9/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

APPOINTMENT OF MEMBERS TO THE CHARTER REVIEW COMMISSION

RECOMMENDATION:

That City Council, in accordance with City Charter Section 8.01(b) and through joint agreement between the Mayor and City Council, appoint seven (7) members, one coming from each of the seven Council Districts, and (2) appointees from the Mayor for a total of nine (9) appointees to the Charter Review Commission.

HEARING REQUIRED: No Hearing Required

SUMMARY:

During the month of January 2022 and every ten (10) years thereafter, there shall be established a Charter Review Commission (CRC); provided however that the City Council shall have the power to establish a CRC more often in the event it so chooses.

Section 8.01 (b) and (d) of the City Charter provides the composition of the CRC stating:

Every ten (10) years, the Mayor and City Council shall appoint nine members to the CRC. The CRC shall be composed of nine members. No members of the CRC shall be elected officials. Each member of the CRC shall be a City resident and elector. Vacancies shall be filled within 30-days in the same manner as the original appointments.

...The members of the CRC shall receive no compensation.

At the May 24, 2021 City Council workshop, the City Council and Mayor agreed, through consensus, that arriving at the nine (9) member Charter requirement would be achieved by each Council Member appointing a member from their district (7) for equal district representation and that the Mayor would appoint two (2) members.

The following individuals are submitted for appointment to the Charter Review Commission:

District 1 - Antonio Bruni

District 2 - Samuel Horton Sr.
District 3 - Thomas Williams
District 4 - Jack Zoesch
District 5 - David Alexander III
District 6 - Lester Smith
District 7 - Chris Schwier
Mayor -- John Trawick
Mayor -- Clorissti Berine-Shoemo

PRIOR ACTION:

May 24, 2021 - City Council Workshop discussed the composition of the Charter Review Commission and agreed, through consensus, to each Council Member appointing one person from each Council District (7) and the Mayor appointing two (2) members for a total of nine (9) as prescribed by Section 8.01(b) of the City Charter

FUNDING:

N/A

FINANCIAL IMPACT:

Per Sec. 8.01 (e) Expenses - City Charter; Expenses of the CRC shall be verified by a majority vote of the CRC and forwarded to the Mayor for payment from the general fund of the City. The City may accept funds, grants, gifts and services for the CRC from the State, the County, and the government of the United States or other sources, public and private.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Application of Interest - Antonio Bruni - Dist 1
- 2) Application of Interest - Samuel Horton Sr - Dist 2
- 3) Resume - Samuel Horton Sr.
- 4) Application of Interest - Thomas Williams - Dist 3
- 5) Resume - Thomas Williams
- 6) Application of Interest - David Alexander III - District 5
- 7) Application of Interest - Lester Smith - Dist 6
- 8) Application of Interest - Jack Zoesch - Dist 4
- 9) Application of Interest - Chris Schwier - Dist 7
- 10) Application of Interest - Clorissti Shoemo -- Mayor
- 11) Resume - Clorissti Shoemo --
- 12) Application of Interest - John Trawick - Mayor
- 13) Resume - John Trawick

PRESENTATION: No

From: noreply@civicplus.com
Sent: Thursday, July 22, 2021 3:32 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 for Council Member contact information. If you have any questions, contact the City Clerk's Office.

(Section Break)

Personal Information

Name	Antonio Bruni
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Home Address	5725 ADELYN RD
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Business Address	501 Brent Lane
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To which address do you prefer we send correspondence regarding this application?	Home
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Preferred Contact Phone Number(s)	8507236163
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Email Address	antonio_bruni@hotmail.com
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Upload Resume (optional)	Field not completed.
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(Section Break)

Details

Are you a City resident?	Yes
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If yes, which district?	1
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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:	Charter Review
Please list the reasons for your interest in this position:	I have a professional history in statute review and interpretation. I look forward to assisting with reviewing and making improvements, if necessary, to the City Charter. My interest is to make this city as attractive as possible for my children in 20 years.
Do you currently serve on a board?	Yes
If yes, which board(s)?	Pensacola Parks and Recreation 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)	
<p>Diversity</p> <p><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></p>	
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.](#)

From: noreply@civicplus.com
Sent: Tuesday, August 3, 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

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(Section Break)

Personal Information

Name	Samuel Horton, Sr.
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Home Address	1020 Palisades Rd
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Business Address	Field not completed.
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To which address do you prefer we send correspondence regarding this application?	Home
---	------

Preferred Contact Phone Number(s)	18502913765
-----------------------------------	-------------

Email Address	shorton@bellsouth.net
---------------	--

Upload Resume (optional)	SAH Fire-Pension.docx
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(Section Break)

Details

Are you a City resident?	Yes
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If yes, which district?	2
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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:	City Charter Review
Please list the reasons for your interest in this position:	I served on the last City Charter Commission
Do you currently serve on a board?	Yes
If yes, which board(s)?	Firfighter Pension 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?	No
(Section Break)	
<p>Diversity</p> <p><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></p>	
Gender	Male
Race	African-American
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

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

Samuel A. Horton

1020 Palisade Road
Pensacola, FL 32504
Cell 850 291-3765 sh-associates.llc@att.net

Forty years of increasing responsibility and varied decision-making experience with proficiency in managing complex demands and pressured situations, retired from Federal Civil Service. I have a long track record meeting objectives and accountability supported by extensive managerial training.

KEY SKILLS

☐ Coordinating ☐ Planning ☐ Analyzing ☐ Decision-Making

EXPERIENCE:

Chairman, City of Pensacola Fireman's & Pension Fund (1986 to Present)
Chairman & Director, Community Enterprise Investment Inc. (2007 to Present)
President, 100 Black Men of Pensacola, Inc. (2010 to present)
Owner, Samuel Horton & Associates (2007 to 2015)
Member, City of Pensacola Charter Review Commission
Member, 100 Black Men of America Chapter Evaluation Committee
Member, Escambia County Charter Commission for Home Rule (1993 to 1995)
Chairman, Airport and Aviation Advisory Committee (1989 to 1991)
President, St. Joseph Catholic Church Parish Council (1983 to 1989)
Member, City of Pensacola Zoning Board of Adjustment (1982 to 1988)
Graduate, L^{EAP} Leadership Pensacola 1988 (Alumni Member 1988 to present)

PROFESSIONAL TRAINING:

NSPS HR Elements for HR Practitioners T-3; NSPS HP Elements for Managers, Supervisors and Employees T-3; NSPS Performance Management for Employees/Managers T-3; Administering the Priority Placement Program (PPP) under the National Security Personnel System (NSPS) Basic Classification; Basic Staffing and Placement; Human Resources Development in the Public Sector; The Management Course by American Management Association; Executive Communication Skills; The Role of Supervisors and Managers in EEO; Basic Project Management; Assertiveness Training for Managers; Academic Instructors Training; and Acquisition & Logistics Management

From: noreply@civicplus.com
Sent: Wednesday, July 28, 2021 12:09 PM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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(Section Break)

Personal Information

Name	Thomas Williams
Home Address	673 Connell Dr. Pensacola, FL 32503
Business Address	Office of State Attorney, 190 W. Government St. Pensacola FL, 32502
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	18502939980
Email Address	twilliams@osa1.org
Upload Resume (optional)	resume.docx

(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:	City Charter Review Board
Please list the reasons for your interest in this position:	As a resident of the city of Pensacola and local attorney, I have a vested interest in the form and function of the City Government. I believe that my work as an Asst. State Attorney prosecuting white collar and public corruption crimes would bring a unique perspective to Board as well.
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 <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.](#)

Thomas Hood Williams

673 Connell Drive, Pensacola, Florida 32503
(850) 293-9980 / twilliams@osa1.org

Education **Juris Doctorate** 2009
Florida Coastal School of Law, Jacksonville, Florida

Bachelor's Degree, Political Science 2006
University of West Florida, Pensacola, Florida

Admissions

Admitted to Florida Bar September 2009, Member in Good Standing

Professional Experience

Office of State Attorney, 1st Judicial Circuit Pensacola, Florida
Special Prosecution/Major Crimes June, 2012 – present
Felony Prosecution February, 2010 – May, 2012
Misdemeanor Prosecution August, 2009 – January 2010

Duties

My duties include the prosecution and investigation of financial, violent and drug crimes. I have experience prosecuting complicated and large scale criminal cases as well as directing and supplementing investigations of criminal cases. In each of these areas I have prosecuted cases which involve multiple Co-Defendants, multiple State and Federal Agencies and Regional Task Forces. I have served as lead counsel on over fifty jury trials and co-counsel on many others. I have presented cases for indictment and on-going investigations to Grand Juries. I currently prosecute cases across the four counties of the First Judicial Circuit, as well as an Executive Assignment from the Governor of Florida.

I am currently the lead prosecutor of the Economic Crimes/Fraud Division for the First Judicial Circuit of Florida. My duties in this position include trial prosecution, acting as a liaison between the State Attorney's Office and multiple law enforcement agencies and community organizations, as well as managing and directing an internal staff of five persons (one Asst. State Attorney, one sworn law enforcement Investigator, two Paralegals, and one Legal Assistant). In this area, I have gained particular experience directing large scale investigations from their onset, as these cases are generally investigated by our office, rather than an outside law enforcement agency. I have successfully prosecuted cases charged under the Florida RICO Act, Aggravated White Collar Crime, Money Laundering, Organized Fraud, Insurance Fraud, Arson and Theft statutes.

Thomas Hood Williams

673 Connell Drive, Pensacola, Florida 32503
(850) 293-9980 / twilliams@osa1.org

My violent crimes experience includes firearms/weapons crimes charged as Attempted Murder, Aggravated Battery, Aggravated Assault, Possession of a Firearm, Dealing in Stolen Firearms, Tampering with Witnesses and Extortion statutes. I have taken several violent cases to trial which resulted in life sentences. I have gained experience working under significant pressure as well as relating to and working with Witnesses who have undergone traumatic events and come from diverse backgrounds.

My drug crimes experience includes crimes charged as Trafficking, Homicide by Delivery of Controlled Substances (Heroin), Sale, Manufacture, Delivery and Possession of Controlled Substances. Specifically, I took to trial the first two Homicide by Delivery of Heroin cases in the history of the First Judicial Circuit. These both resulted in convictions and life sentences. I have worked on several Title III Wiretap cases and served as lead counsel for the State in each. These types of cases have allowed me to work closely with the multiple law enforcement agencies. As these cases typically involve multiple Co-Defendants, they have allowed me to work closely with multiple opposing counsels and adapt to diverse defense strategies within a single case.

Selected Prosecutions

State of Florida v. William Elliott, 18-CF-998

The Defendant was a Florida and Alabama Attorney who was charged with Organized Fraud for his participation in a fraudulent check scheme. He used his firm's operating account to deposit a fraudulent U.S. Treasury check for over \$200,000 and immediately wire \$100,000 in funds to himself at a separate bank. The Defendant was convicted at trial and was sentenced to two years in state prison followed by eight years of probation.

State of Florida v. Marcus May, 17-CF-3312

The Defendant was charged with Racketeering and Organized Fraud for his involvement in a statewide scheme in which he stole millions of dollars in public funds from charter schools. Trial last one month, included over 100 witnesses and resulted in convictions as charged. The Defendant was sentenced to twenty years in state prison.

State of Florida v. Alfred Hayes, 16-CF-2316

The Defendant was charged with Conspiracy to Traffic in Heroin and Methamphetamine as the result of a multi-week wiretap and execution of search warrants at multiple locations. Nine co-Defendants were convicted and each

Thomas Hood Williams

673 Connell Drive, Pensacola, Florida 32503
(850) 293-9980 / twilliams@osa1.org

received substantial state prison sentences. This Defendant was sentenced to twenty years in state prison.

State of Florida v. Marcus Jackson, 17-CF-3523

State of Florida v. James Mitchell, 15-CF-3201

The Defendants were charged with Homicide by Delivery of Heroin as the result of investigations in the source of supply for two separate fatal overdoses. Both were convicted at their trials and received life sentences. These were the first two prosecutions under this statute in the history of the First Judicial Circuit of Florida.

State of Florida v. Joseph Graves, 14-CF-1959

The Defendant was a Florida Dept. of Law Enforcement chemist who was charged with multiple counts of Trafficking in Opioids that he was trusted with testing in criminal cases. This was a statewide investigation involving multiple law enforcement agencies. The Defendant was sentenced to 15 years in state prison.

Community and Professional Associations

Grievance Committee, First Judicial Circuit

2021 to present

Unlicensed Practice of Law Committee, First Judicial Circuit,

2018 to present

Law Academy Advisory Committee, Escambia County School Dist.,

2015 to present

Warrington Middle School Career Fair, Presenter,

2015 -2017

Florida Advisory Committee of Arson Prevention, Guest Speaker,

2015

Pensacola Inns of Court, Junior

2011-2012, 2013-2014, 2020-2021

Pensacola Miracle League, Mentor

2013 – 2015

Big Brothers Big Sisters of Jacksonville, FL, Big Brother

2007 -2009

Thomas Hood Williams

673 Connell Drive, Pensacola, Florida 32503
(850) 293-9980 / twilliams@osa1.org

References

Hon. Jan Shackleford

Circuit Judge
First Judicial Circuit
190 Government Center
Pensacola, FL 32501
850-595-4453

Hon. Edward Nickinson

Senior Circuit Judge
First Judicial Circuit
190 Government Center
Pensacola, FL 32501
850-595-4439

Russell Edgar

Assistant State Attorney (Retired)
Pensacola, FL 32501
850-361-7424

Edward Fleming

Partner, McDonald, Fleming & Moorehead
719 S. Palafox St.
Pensacola, FL 32501
850-477-0660

From: noreply@civicplus.com
Sent: Tuesday, August 3, 2021 11:35 AM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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

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(Section Break)

Personal Information

Name	David Alexander III
------	---------------------

Home Address	1325 E. Cross Street
--------------	----------------------

Business Address	Field not completed.
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To which address do you prefer we send correspondence regarding this application?	Home
---	------

Preferred Contact Phone Number(s)	8505252384
-----------------------------------	------------

Email Address	alexanderiidd@gmail.com
---------------	--

Upload Resume (optional)	Adjunct Instructor Resume.rtf.zip
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(Section Break)

Details

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

If yes, which district?	5
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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:	Charter Review Commission
Please list the reasons for your interest in this position:	Provide input from city residence into the process to ensure integrity, accountability, and transparency.
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)	
<p>Diversity</p> <p><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></p>	
Gender	Male
Race	African-American
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

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

From: noreply@civicplus.com
Sent: Wednesday, July 21, 2021 1:34 PM
To: [Ericka Burnett](#); [Robyn Tice](#)
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name	lester a smith
------	----------------

Home Address	517 west strong st
--------------	--------------------

Business Address	na
------------------	----

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

Preferred Contact Phone Number(s)	18502326137
-----------------------------------	-------------

Email Address	lesters1947@gmail.com
---------------	--

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

(Section Break)

Details

Are you a City resident?	Yes
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If yes, which district?	6
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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:	Charter Review commission
Please list the reasons for your interest in this position:	my interest in helping to make the city of pensacola a better placec to live
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 <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	African-American
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

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

From: noreply@civicplus.com
Sent: Monday, August 9, 2021 9:24 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

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(Section Break)

Personal Information

Name	Jack Zoesch
------	-------------

Home Address	3540 Alpha Place Pensacola, Florida 32503
--------------	--

Business Address	Beggs & Lane RLLP 501 Commendencia Street Pensacola, Florida 32502
------------------	--

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

Preferred Contact Phone Number(s)	8502023340
-----------------------------------	------------

Email Address	jrz@beggslane.com
---------------	--

Upload Resume (optional)	Field not completed.
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(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	4
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:	Charter Review Commission
Please list the reasons for your interest in this position:	- Desire to serve my community - Interest in civic involvement and improvement
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 <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.](#)

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Personal Information

Name*

Home Address*

Business Address

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

☒ Home☐ Business

Preferred Contact Phone Number(s)*

Email Address*

Upload Resume (optional)

 no file selected

Details

Are you a City resident?*

☒ Yes☐ No

If yes, which district?

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

Do you own property within the City limits?*

☒ Yes☐ No

Are you a registered voter in the city?*

☒ Yes☐ No

Board(s) of interest:***Please list the reasons for your interest in this position:*****Do you currently serve on a board?***☒ Yes ☐ No**If yes, which board(s)?****Do you currently hold a public office?***☐ Yes ☒ No**If so, what office?****Would you be willing to resign your current office for the appointment you now seek?***☐ Yes ☐ No ☒ N/A The

Florida Constitution, in section 5 (a) of Article II, prohibits simultaneous “dual office holding”. If you were already serving on a board, authority, or commission for the City of Pensacola or for another government agency, would you be willing to resign in order to accept the appointment you now seek?

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**Race****Physically Disabled**

Acknowledgement of Terms*

I hereby certify that the statements and answers provided are true and accurate. I understand that any false statements may be cause for removal from a board or committee if appointed.

☒ I accept these terms.☒ Receive an email copy of this form.**Email address**

This field is not part of the form submission.

* indicates a required field

From: noreply@civicplus.com
Sent: Thursday, August 26, 2021 10:22 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

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(Section Break)

Personal Information

Name	Clorissti Shoemo
------	------------------

Home Address	622 Chadwick Street
--------------	---------------------

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)	8503840466
-----------------------------------	------------

Email Address	clorissti@gmail.com
---------------	--

Upload Resume (optional)	2021 Clorissti Shoemo resume.docx
--------------------------	---

(Section Break)

Details

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

If yes, which district?	5
-------------------------	---

If yes, how long have you been a City resident?	40 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Charter Review Commission
Please list the reasons for your interest in this position:	The Charter review commission is another way for me to give back to my city. Serving is one of the best ways to ensure our city thrives in addition to strengthening and fine tuning our rules, regulations and protocols. I am willing to be a voice/advocate for what's working and most importantly change what isn't.
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 <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	Female
Race	African-American
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

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CLORISSTI B. SHOEMO

622 Chadwick Street* Pensacola, FL 32503 * clorissti@gmail.com * (850) 384-0466

OBJECTIVE

Seeking a position utilizing my creative energy, interpersonal skills and leadership capabilities in addition to my 20 plus years of experience in community activism and governmental administration.

HIGHLIGHTS/QUALIFICATIONS

- Strong written and communication skills
- Coordinated and managed all aspects of a campaign
- Strategically organized and led a successful grassroots campaign to unseat a 3 term incumbent
- Maintains and organizes legal files and documents
- Prepares and manages reports for team in response to deadlines and court communications

COMMUNITY ACTIVISM

2013 – 2021 **Pensacola Escambia Development Commission (PEDC)**

Vice Chair (2017 – 2021)

WORK EXPERIENCE

- | | |
|----------------|--|
| 2012 - Present | Aylstock Witkin Kreis & Overholtz law firm – Pensacola, FL
<u>Litigation Coordinator</u> |
| 2012 | Lumon May County Commissioner Campaign – Pensacola, FL
<u>Political Strategist/Campaign Coordinator</u> |
| 2012 | Gerald Wingate City Council Campaign – Pensacola, FL
<u>Campaign Manager</u> |
| 2010 | Ashton Hayward Mayor Campaign – Pensacola, FL
<u>Campaign Strategist</u> |
| 2008 – 2009 | Impact Strategies (Florida House Victory) – Pensacola, FL
<u>Political Strategist</u>

<i>Prior to returning Pensacola</i> |
| 1994 – 1996 | U.S. House of Representatives – <i>Congressmen Pete Peterson, Lane Evans & Donald Payne</i> -Washington D.C. |

EDUCATION

Bachelor of Arts - Political Science/English (continuing education)
Florida Agricultural & Mechanical University - Tallahassee, FL

From: noreply@civicplus.com
Sent: Monday, August 23, 2021 6:26 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	John Trawick
Home Address	2401 Semur Road Pensacola, FL 32503
Business Address	5101 N 12th Avenue Pensacola, FL 32504

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

Preferred Contact Phone Number(s)	8509820165
-----------------------------------	------------

Email Address	john@jbtrawicklaw.com
---------------	--

Upload Resume (optional)	Resume.pdf
--------------------------	----------------------------

(Section Break)

Details

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

If yes, which district?	4
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If yes, how long have you been a City resident?	26 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Boards that relate to the growth and cultural development of our area.
Please list the reasons for your interest in this position:	I believe that the 2010 charter was an important development for the City and it needs to be reviewed and reconsidered to meet the current goals of the City's citizens
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.
--------------------------	-----------------------

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I received my bachelor's degree from Tulane University and my law degree from the Cumberland School of Law, where I served as a Teaching Fellow and as an editor of The American Journal of Trial Advocacy.

I am rated "AV Preeminent" by Martindale-Hubbell, which is the highest possible rating given to an attorney. The "AV Preeminent" designation signifies that an attorney has been peer-rated by judges and fellow attorneys as having the highest possible legal abilities and ethical standards. Only 5% of the attorneys in the United States have received this rating.

Since 2007, I have been board-certified as an expert in construction law by the Florida Bar Association. The Florida Bar awards this distinction to only 7% of all attorneys in the State of Florida.

In the Pensacola community, I serve as a Special Magistrate for the Escambia County Environmental Code Enforcement Division, where I adjudicate violations of the County's environmental code and land

development code. I am Past-President of the Pensacola Rotary Club, where I have been a member for 25 years. I am general counsel to, and a prior board member of, Ever'man Natural Foods, a Pensacola co-operative grocery providing the largest variety of natural and certified organic products within a 150-mile radius of Pensacola. I have also served as a member of the Santa Rosa Island Authority Steering Committee, where I was charged with reviewing and guiding the creation of a master development plan for Pensacola Beach, and I served on the Board of Directors for the Lakeview Foundation, which financially supports the vision and mission of Lakeview Health System.

When I am not in the office, I can often be found in the Gulf of Mexico, either surfing its waves or fishing its waters.

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(850) 476-0495 | John@jbtrawicklaw.com
5101 N. 12th Avenue, Pensacola, Florida 32504



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00669

City Council

9/9/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF CONTRACTS RFP #21-028 FIVE (5) YEAR CONTRACT FOR DEBRIS MONITORING SERVICES

RECOMMENDATION:

That City Council approve the ranking of the selection committee for RFP #21-028 "Five (5) Year Contract for Debris Monitoring Services," with Tetra Tech, Inc. of Maitland, Florida submitting the best proposal. Further, that Council award the primary contract for the debris monitoring services to Tetra Tech, Inc., and that a secondary contract be awarded to Witt O'Brien's, LLC in the event Tetra Tech, Inc. is unable to perform the required services or in the event circumstances require more than one firm to adequately respond. Finally, that City Council authorize the Mayor to negotiate and the execute the contract with each named firm and take all related actions necessary to engage their services, as required.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City issued a Request for Proposals (RFP) for a five-year contract for debris monitoring services. The purpose of the RFP is to have a firm available and under contract should a disaster such as a hurricane or flood require extensive collection and removal of storm debris and the monitoring involved with this collection and removal. The RFP was issued so that a selection committee could evaluate and rank the proposals based on the 1) firm qualifications; 2) qualifications on similar projects; 3) key staff project understanding/technical approach; 4) management systems/reporting systems; and 5) cost proposal. The City received proposals from ten firms.

A selection committee was formed to evaluate the proposals. The committee members were John Pittman, Director of Sanitation Services and Fleet Management for the City of Pensacola; Amy Lovoy, Finance Director for the City of Pensacola; and Lakia McNeal, Senior Accountant for the City of Pensacola. The members reviewed the proposals, and based on scoring criteria, the proposals of the firms were ranked in the following order:

- 1) Tetra Tech, Inc.
- 2) Witt O'Brien's, LLC
- 3) Landfall Strategies, LLC

- 4) Thompson Consulting Services, LLC
- 5) Disaster Program & Operations, Inc.
- 6) Metric Engineering, Inc.
- 7) Debris Tech, LLC
- 8) TLC Engineering, Inc.
- 9) Atkins North America, Inc.
- 10) Goodwyn, Mills & Cawood, Inc.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

A notice to proceed under these contracts would only be issued in the event of a substantial disaster at which time the City could anticipate some level of FEMA and State funding for the monitoring of storm debris.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Choose an item.

[Click here to enter a date.](#)

STAFF CONTACT:

Keith Wilkins, City Administrator

Amy Miller, Deputy City Administrator - Administration & Enterprises

John Pittman, Director - Sanitation Services and Fleet Management

ATTACHMENTS:

- 1) Final Tabulation
- 2) Final Vendor Reference List
- 3) Scoring Matrix

PRESENTATION: No

TABULATION OF PROPOSALS

RFP NO: 21-028

TITLE: FIVE (5) YEAR CONTRACT FOR DEBRIS MONITORING SERVICES

SUBMITTALS DUE: May 25, 2021, 2:30 P.M.

DEPARTMENT: Sanitation

Atkins North America, Inc.
Matthew A. Taylor, Vice President
2114 Airport Boulevard, Suite 1450
Pensacola, FL 32504
850-478-9844
Fax: 850-478-0620
matthew.taylor@atkinsglobal.com

DebrisTech, LLC
Debra McCormick, Business Manager
925 Goodyear Boulevard
Picayune, MS 39466
601-658-9598
Fax: 601-958-9656
debra@debristech.com

Disaster Program & Operations, Inc.
Gabrielle Benigni, President
830-13 AIA North #674
Ponte Vedra Beach, FL 32082
561-436-3383
gbenigni@dpando.com

Goodwyn Mills & Cawood
Steve Jernigan, Client Liaison/Sr Vice Pres.
720 Bayfront Parkway, Suite 200
Pensacola, FL 32502
850-432-0706
Fax: 850-433-0508
steve.jernigan@gmcnetwork.com

Landfall Strategies, LLC
Bryan S. Fike, President
9160 Forum Corporate Parkway, Suite 350
Fort Myers, FL 33909
239-789-4800
bfike@landfallstrategies.com

Metric Engineering, Inc.
Douglas K. Cauley, PE, Exec. Vice Pres.
1343 Brickyard Road
Chipley, FL 32428
850-638-2393
Fax: 850-638-2397
john.lopez@metriceng.com

TABULATION OF PROPOSALS

RFP NO: 21-028

TITLE: FIVE (5) YEAR CONTRACT FOR DEBRIS MONITORING SERVICES

SUBMITTALS DUE: May 25, 2021, 2:30 P.M.

DEPARTMENT: Sanitation

Tetra Tech, Inc.
Jonathan Burgiel, Business Unit President
2301 Lucien Way, Suite 120
Maitland, FL 32571
(407) 803-2551
Fax: 321-441-8501
tdr.contracts@tetrattech.com

Thompson Consulting Services, LLC
Jon Hoyle, President
2601 Maitland Center Parkway
Maitland, FL 32751
407-792-0018
Fax: 407-878-7858
jhoyle@thompsoncs.net

TLC Engineering, Inc.
Tony L. Council, President/CEO
8204 Westglen Drive
Houston, TX 77063
713-868-6900
Fax: 713-868-0001
tonycouncil@ticeng.com

Witt O'Brien's, LLC
Jonathan Hoyes, Sr Managing Director
2200 Eller Drive
Fort Lauderdale, FL 33316
954-523-2200
Fax: 954-524-9185
contractrequests@wittobriens.com

Opening Date: 05/25/21

Bid No.: 21-028

FINAL VENDOR REFERENCE LIST
FIVE (5) YEAR CONTRACT FOR DEBRIS MONITORING SERVICES
SANITATION

Vendor	Name	Address	City	St	Zip Code	SMWBE
053982	4D ENVIRONMENTAL CONSULTANTS LLC	8916 SCENIC HILLS DRIVE	PENSACOLA	FL	32514	Y
043914	AEROSTAR ENVIRONMENTL SVCS INC	11181 ST. JOHNS INDUSTRIAL PARKWAY N	JACKSONVILLE	FL	32246	
063144	AEROSTAR SES LLC	213 SOUTH BAYLEN STREET	PENSACOLA	FL	32502	
044563	ARBOR PRO INC	P.O. BOX 4096	NEW PORT BEACH	CA	92661	
047874	ATC GROUP SERVICES INC DBA ATC ASSOCIATES INC	130 S GERONIMO ST STE 6	MIRAMAR BEACH	FL	32550	
026973	ATKINS NORTH AMERICA INC	P O BOX 409357	ATLANTA	GA	30384	
046757	ATL DISASTER RECOVERY INC	PO BOX 1387	BOYNTON BEACH	FL	33425	
061781	AZTECH SERVICES INC DBA ASI SERVICES	3395 FAIRMONT STREET	PENSACOLA	FL	32505	Y
040204	BARKSDALE & ASSOCIATES INC	105 SOUTH G STREET	PENSACOLA	FL	32502	
000377	BASKERVILLE DONOVAN	449 WEST MAIN ST	PENSACOLA	FL	32502	
043861	BHATE GEOSCIENCES CORPORATION	5217 5TH AVENUE SOUTH	BIRMINGHAM	AL	35212	
065870	BIOME CONSULTING GROUP LLC	1300 WEST GOVERNMENT STREET	PENSACOLA	FL	32502	Y
031800	BOSSO-IMHOF ENVIRONMENTAL SCIENCES INC	1300 W GOVERNMENT STREET	PENSACOLA	FL	32502	
054063	BOWYER SINGLETON & ASSOC INC	520 SOUTH MAGNOLIA AVENUE	ORLANDO	FL	32801	
068491	BROOKS ENVIRONMENTAL SOLUTIONS LLC	129 CEDAR HAMMOCK LANE	PANAMA CITY	FL	32407	
034093	CAMERON-COLE LLC	5777 CENTRAL AVE STE #200	BOULDER	CO	80301	
080716	CDG ENGINEERS & ASSOCIATES LLC	1829 E THREE NOTCH STREET	ANDALUSIA	AL	36420	
022362	CH2M HILL INC	P. O. BOX 241329	DENVER	CO	80224	
081835	DEBRISTECH LLC	925 GOODYEAR BOULEVARD	PICAYUNE	MS	39466	
068056	DEWBERRY ENGINEERS INC	8401 ARLINGTON BOULEVARD	FAIRFAX	VA	22031	
081836	DISASTER PROGRAM & OPERTNS INC	830-13 AIA NORTH #674	PONTE VEDRA	FL	32082	
044556	DMC CONSULTING OF CENTRAL FLORIDA INC	9212 SUMMIT CENTRE WAY #108	ORLANDO	FL	32810	
031027	DRMP INC	941 LAKE BALDWIN LANE	ORLANDO	FL	32814	
056337	E SCIENCES	34 EAST PINE STREET	ORLANDO	FL	32801	
029584	EBERSON INC	PO BOX 14597	MINNEAPOLIS	MN	55414	
031040	EDAW INC	817 WEST PEACHTREE ST NW SUITE 770	ATLANTA	GA	30308	
050163	ENVIRO PRO TECH	3210 BARRANCAS AVENUE	PENSACOLA	FL	32507	
056466	ENVIROCARE INC	82178 CHENEL ROAD	FOLSOM	LA	70437	
036721	ENVIRONMENTAL DESIGN GROUP	450 GRANT STREET	AKRON	OH	44311	
027850	ENVIRONMENTAL SAFETY AWARENESS & CONSTRUCTION LLC	513 NORTH EGLIN PARKWAY	FORT WALTON	FL	32547	
056754	FLORIDA TESTING SERVICES LLC DBA XENCO LABORATORIES	3231 NW 7TH AVENUE	BOCA RATON	FL	33431	
081840	FOREFRONT EM	2345 ATASCOCITA ROAD	HUMBLE	TX	77396	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
063463	GEOSYNTEC CONSULTANTS INC	900 BROKEN SOUND PKWY NW SUITE 200	BOCA RATON	FL	33487	
045234	GOODWYN MILLS & CAWOOD INC	720 BAYFRONT PARKWAY SUITE 20	PENSACOLA	FL	32502	
057866	GREENCALCS FOR SUSTAINABLE BUILDING LLC	4218 LYNN ORA DRIVE	PENSACOLA	FL	32504	Y
028628	GULF COAST ENVIRONMENTAL & ENGINEERING INC	P O BOX 12623	PENSACOLA	FL	32574	

Opening Date: 05/25/21

Bid No.: 21-028

**FINAL VENDOR REFERENCE LIST
FIVE (5) YEAR CONTRACT FOR DEBRIS MONITORING SERVICES
SANITATION**

Vendor	Name	Address	City	St	Zip Code	SMWBE
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
027373	HERNANDEZ & SWIFT ASSOCIATES INC	1630 BALIHAI COURT	GULF BREEZE	FL	32563	
046666	J J SOSA & ASSOCIATES INC	6911 PISTOL RANGE RD # 101A	TAMPA	FL	33626	
053163	J2 ENGINEERING INC	2101 WEST GARDEN STREET	PENSACOLA	FL	32502	
036722	JORDAN JONES & GOULDING	6801 GOVERNORS LAKE PKWY BLDG 200	NORCROSS	GA	30071	
000485	KEEP PENSACOLA BEAUTIFUL, INC	2001 N PALAFOX ST	PENSACOLA	FL	32501	
081837	LANDFALL STRATEGIES LLC	9160 FORUM CORPORATE PARKWAY SUITE 350	FORT MYERS	FL	33909	
028091	METRIC ENGINEERING INC	1343 BRICKYARD ROAD	CHIPLEY	FL	32428	
033184	NODARSE & ASSOCIATES	6950 PHILLIPS HWY STE 2	JACKSONVILLE	FL	32216	
059552	NOVA ENGINEERING AND ENVIRONMENTAL LLC	3900 KENNESAW 75 PKWY STE 100	KENNESAW	GA	30144	
075903	PACE ANALYTICAL SERVICES LLC	1800 ELM STREET SE	MINNEAPOLIS	MN	55414	
057235	PARADISE SERVICES LLC	P O BOX 2710	ORANGE BEACH	AL	36561	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
034230	PPM CONSULTANTS INC	1600 LAMY LANE	MONROE	LA	71201	
022207	R W BECK INC	1001 FOURTH AVENUE STE 2500	SEATTLE	WA	98154	
051061	REBOL-BATTLE & ASSOCIATES LLC	2301 NORTH 9TH AVENUE SUITE 3	PENSACOLA	FL	32503	y
052760	REED, HEATHER DBA ECOLOGICAL CONSULTING SERVICES INC	38 S BLUE ANGEL PKWY #346	PENSACOLA	FL	32506	
051398	SUMMIT ENVIRONMENTAL SVCS LLC	2950 LANGLEY AVENUE	PENSACOLA	FL	32504	
028087	TAYLOR ENGINEERING INC	P O BOX 550510	JACKSONVILLE	FL	32256	
026223	TBE GROUP INC DBA CARDNO TBE	380 PARK PLACE BLVD STE 300	CLEARWATER	FL	33759	
057619	TERRACON CONSULTANTS INC	P O BOX 959673	ST LOUIS	MO	63195	
059181	TETRA TECH INC	3475 EAST FOOTHILL BLVD	PASADENA	CA	91107	
081838	THOMPSON CONSULTING SRVCS LLC	2601 MAITLAND CENTER PARKWAY	MAITLAND	FL	32751	
081839	TLC ENGINEERING INC	8204 WESTGLEN DRIVE	HOUSTON	TX	77063	
081841	TRUE NORTH EMERGENCY MANAGEMNT	2501 AVENUE J SUITE 120	ARLINGTON	TX	76006	
058079	VDA SOLUTIONS	1032 SEMINOLE CREEK DRIVE	OVIEDO	FL	32765	
042739	WESTON SOLUTIONS	PO BOX 538253	ATLANTA	GA	30353	
026280	WETLAND SCIENCES INC	3308 GULF BEACH HWY	PENSACOLA	FL	32507	y
025340	WILBUR SMITH ASSOCIATES	3535 LAWTON RD STE 100	ORLANDO	FL	32803	
056595	WITT O'BRIEN'S LLC	2200 ELLER DRIVE	FORT	FL	33316	

Vendors: 67

RFP NO. 21-028

Five (5) Year Contract for Debris Monitoring Services

Selection Committee Meeting (07/22/21)
Written Submittals Evaluation

Firms	<i>Raw Score</i>	Amy Lovoy	John Pittman	Lakia McNeal	TOTAL SCORE
Tetra Tech, Inc.		94	96	88	278
Witt O'Brien's, LLC		90	91	92	273
Landfall Strategies, LLC		86	88	93	267
Thompson Consulting Services, LLC		90	88	88	266
Disaster Program & Operations, Inc.		82	86	96	264
Metric Engineering, Inc.		91	85	88	264
Debris Tech, LLC		88	87	87	262
TLC Engineering, Inc.		82	93	85	260
Atkins North America, Inc.		86	82	85	253
Goodwyn, Mills & Cawood, Inc.		80	86	79	245

Motion: John Pittman recommended approval of the firms' ranking as reflected in the matrix and recommended a primary contract award to Tetra Tech, Inc. and a secondary contract award to Witt O'Brien's, LLC.

Second: Lakia McNeal seconded the motion.

Vote: 3-0 unanimous vote.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00701

City Council

9/9/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Delarian Wiggins

SUBJECT:

FISCAL YEAR 2022 COMMUNITY POLICING INTERLOCAL AGREEMENT

RECOMMENDATION:

That the City Council approve an interlocal agreement with the City of Pensacola and the Community Redevelopment Agency (CRA) for the purpose of providing Community Policing Innovations within the Urban Core Community Redevelopment Area for Fiscal Year 2022 in an amount not to exceed \$100,000.

HEARING REQUIRED: No Hearing Required

SUMMARY:

One of the primary obstacles to urban revitalization is the perception of a lack of safety. This perception is typically related to criminal activity, may be real or perceived, and may involve both personal safety, as well as, the safety of property. Community policing innovations are one approach that can be initiated to target criminal activity within a community redevelopment area.

Revitalization has drawn significant numbers of people and activities to areas long underutilized. However, the Urban Core Community Redevelopment Area still experiences safety concerns of varying degrees. To address these concerns, the CRA and City of Pensacola annually enter into an Interlocal Agreement to provide community policing activities within the entirety of the Urban Core Community Redevelopment Area from 17th Avenue to A Street.

PRIOR ACTION:

July 25, 2002 - City Council adopted Resolution No. 21-02, CRA Plan Additional Priority Element - Urban Core Area Community Policing Innovations.

January 20, 2010 - City Council adopted Resolution No. 02-10, Urban Core Community Redevelopment Plan, 2010, including Community Policing Innovations for the Urban Core.

September 20, 2010 - CRA approved the FY 2011 Community Policing Interlocal Agreement between the City and the Community Redevelopment Agency.

September 23, 2010 - City Council approved the FY 2011 Community Policing Interlocal Agreement between the City and the Community Redevelopment Agency.

September 19, 2011 - CRA approved the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services for a period of 60 days beginning October 1, 2011.

September 22, 2011 - City Council approved the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services for a period of 60 days beginning October 1, 2011.

November 28, 2011 - CRA approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services until January 2013.

December 1, 2011 - City Council approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing, Public Space Improvement Maintenance and Administrative Services until January 2013.

May 8, 2017 - CRA approved the extension of the Interlocal Service Agreement between the City and CRA for Community Policing until September 30, 2018.

October 8, 2018 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2019.

April 8, 2019 - CRA authorized the purchase and installation of a security camera at Jefferson Street and Government Street under the Fiscal Year 2019 Urban Core Community Policing Interlocal Agreement.

September 9, 2019 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2020.

September 12, 2019 - City Council approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2020.

September 8, 2020 - CRA approved an Interlocal Agreement between the City and CRA for community policing within the Urban Core redevelopment area for Fiscal Year 2021.

FUNDING:

Budget: \$100,000

Actual: \$100,000

FINANCIAL IMPACT:

Funding in the amount of \$100,000 has been included in the CRA Fiscal Year 2022 proposed budget for the Interlocal Agreement.

STAFF CONTACT:

Don Kraher, Council Executive
Kerrith Fiddler, Deputy City Administrator - Community Development
M. Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

- 1) FY22 Community Policing Interlocal Agreement

PRESENTATION: No

INTERLOCAL AGREEMENT
FOR COMMUNITY POLICING INNOVATIONS
FY 2022

between

THE COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF PENSACOLA, FLORIDA

and

THE CITY OF PENSACOLA, FLORIDA

This **INTERLOCAL AGREEMENT** (the " Agreement"), is made and entered into as of this ____day of _____, 2021 and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA**, a public body corporate and politic of the State of Florida (the "Agency"), and the **CITY OF PENSACOLA, FLORIDA**, a Florida municipal corporation created under the laws of the State of Florida (the "City").

W I T N E S S E T H:

WHEREAS, the City Council of the City of Pensacola, Florida (the "City Council"), adopted Resolution No. 54-80 on September 25, 1980, which finding and determining the area described therein known as the "Urban Core Community Redevelopment Area," to be a "blighted area" (as defined in Section 163.340, Florida Statutes) and to be in need of redevelopment, rehabilitation and improvement, which finding and determination was reaffirmed in Resolution No. 65-81, adopted by the City Council on October 22, 1981; and

WHEREAS, on September 25, 1980, the City Council adopted Resolution No. 55-80, which, created the Community Redevelopment Agency, and declared the City Council to be the Agency as provided in Section 163.356, Florida Statutes; and

WHEREAS, on August 19, 2010, the City Council adopted Resolution 22-10, which amended Resolution No. 55-80 and provided for the continuation of the Pensacola Community Redevelopment Agency in conformity with the provisions of the 2010 Charter; and

WHEREAS, on March 8, 1984, the City Council adopted Ordinance No. 13-84, which created and established the Community Redevelopment Trust Fund for the Urban Core Community Redevelopment Area; and

WHEREAS, on March 27, 1984, the City Council of Pensacola, Florida, adopted Resolution No. 15-84 which approved a community redevelopment plan for the Urban Core Community Redevelopment Area; and

WHEREAS, on April 6, 1989, the City Council adopted Resolution No. 18-89, which approved a revised redevelopment plan for the Urban Core Community Redevelopment Area which plan has been subsequently amended; and

WHEREAS, on January 14, 2010, the City Council adopted Resolution No. 02-10, which repealed the Community Redevelopment Plan 1989 as amended and adopted the Urban Core Community Redevelopment Plan 2010; and

WHEREAS, the Agency is responsible for the implementation of the redevelopment plan for the redevelopment, rehabilitation and improvement of the urban core community redevelopment area in the City; and

WHEREAS, one of the primary obstacles to the redevelopment, rehabilitation and improvement of the urban core community redevelopment area is the perception of a lack of safety in areas that have seen decline over time and that are now stigmatized in the public mind; and

WHEREAS, the Redevelopment Act (hereinafter defined) authorizes municipalities and community redevelopment agencies to develop and implement Community Policing Innovations which in the singular is statutorily defined as “a policing technique or strategy designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community, including, but not limited to, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, neighborhood storefront police stations, field interrogation, or intensified motorized patrol”; and

WHEREAS, the Agency does not have nor exercise police powers nor employ police officers as needed to undertake Community Policing Innovations; and

WHEREAS, the City employs sworn law enforcement officers who have the police power and the ability to assist the Agency by focusing resources upon Community Policing Innovations in an effort to reduce crime within the Urban Core Community Redevelopment Area; and

WHEREAS, but for the cooperation of the parties and the assistance to be provided by the Agency to the City pursuant to this Agreement, the Agency would be without resources to undertake the Community Policing Innovations authorized by the Urban Core Community Redevelopment Plan; and

WHEREAS, the City and the Agency are willing to cooperate and provide assistance to each other and, to the extent permitted by law, all in such means and manner as will promote the rehabilitation and redevelopment of the urban core community redevelopment area, benefit the local economy, and be of substantial benefit to the Agency and the City by jointly undertaking community policing innovations within the urban core community redevelopment area;

WHEREAS, the Agency proposes to exercise its powers available under Part III, Chapter 163, Florida Statutes, as amended (the "Redevelopment Act") to aid, assist, and cause the rehabilitation and the redevelopment of the Urban Core Community Redevelopment Area to be accomplished by, among other things, using some of its "increment revenues" deposited in the Redevelopment Trust Fund (as hereinafter defined) together with funds provided by the City of

Pensacola General Fund to pay for certain Community Policing Innovations (hereinafter defined and referred to hereinafter as the “Project”) to be provided hereinafter by the City; and

WHEREAS, the City and the Agency desire to enter into an interlocal agreement setting forth the terms, conditions and responsibilities of a coordinated and collective effort to redevelop the Urban Core Community Redevelopment Area and continue to maintain the Project undertaken by the Agency; and

WHEREAS, the City and the Agency have determined that such an agreement to accomplish the purposes as set forth herein involves appropriate public expenditures to accomplish important public purposes.

NOW, THEREFORE, in consideration of the mutual covenants of and benefits derived from this Agreement, the City and the Agency agree as follows:

ARTICLE 1: AUTHORITY

1.1. Authority.

This Agreement is entered into pursuant to and under the authority of Section 163.01, Florida Statutes; Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes; Resolution No. 54-80, adopted by the City Council on September 25, 1980, Resolution No. 65-81, adopted by the City Council on October 22, 1981, Ordinance No. 13-84, enacted by the City Council on March 8, 1984, Resolution No. 22-10 adopted by the City Council on August 19, 2010; and other applicable law, all as amended and supplemented.

ARTICLE 2: DEFINITIONS

2.1. Definitions.

As used in this Agreement, the following capitalized terms shall have the following meanings, unless the context clearly indicates otherwise:

(1) “Act” means all or each of the following: Section 163.01, Florida Statutes; Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes, Resolution No. 54-80, adopted by the City Council on September 25, 1980, Resolution No. 65-81, adopted by the City Council on October 22, 1981; Ordinance No. 13-84, enacted by the City Council on March 8, 1984, Resolution No. 22-10 adopted by the City Council on August 19, 2010; and other applicable law, all as amended and supplemented.

(2) “Agency” means the Community Redevelopment Agency of the City of Pensacola, Florida, and any successors or assigns.

(3) “Agency Payments” means, the periodic payments made by the Agency to the City from the Community Policing Innovations Account pursuant to Section 4.3 hereof.

(4) "Agency's Other Obligations" means the payment to be made by the Agency from Increment Revenues deposited in its Redevelopment Trust Fund in the manner, to the extent and so long as such payments are required, respectively, pursuant to resolutions or agreements adopted or entered into prior to or after the Effective Date and which are provided to be superior to the obligation of the Agency under this Agreement.

(5) "Agreement" means this Interlocal Agreement, including any amendments, revisions and exhibits thereto.

(6) "Available Increment Revenues" means Increment Revenues remaining from time to time in the Agency's Redevelopment Trust Fund after all payments and deposits required to be made therefrom for the Agency's Other Obligations have been made and paid by the Agency during that Fiscal Year.

(7) "City" means the City of Pensacola, Florida, a Florida municipal corporation, and any successors or assigns.

(8) "City Council" means the City Council, or such other body constituting the elected governing or legislative body of the City.

(9) "Community Policing Innovations" means law enforcement services provided by the City within the entirety of the Urban Core Community Redevelopment Area, in cooperation and in consultation with the Agency, to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the visitors district and community areas historically and currently prone to blight and less receptive to traditional law enforcement strategies, including, but not limited to, increased face to face contact with citizens, bike patrols, foot patrols, community mobilization, neighborhood block watch, citizen patrol, citizen contact patrol, foot patrol, attendance at community functions that foster relationships based on trust where there has been a traditional divide or contentious relationship between the community and law enforcement, neighborhood storefront police stations, field interrogation, or intensified motorized patrol.

(10) "Community Policing Innovations Account" means the account created and established by Section 5.2 hereof and in which are deposited the Available Increment Revenues and from which the Agency Payments are made to fund the Community Policing Innovations described herein.

(11) "Community Redevelopment Area" or "Urban Core Community Redevelopment Area" means the area found to be a slum or blighted and described in Resolution No. 54-80, adopted by the City Council on September 25, 1980, as affirmed by Resolution No. 65-81, adopted by the City Council on October 22, 1981.

(12) "Effective Date" means the date on which this Agreement becomes effective as provided in Section 8.12 hereof.

(13) "Expiration Date" means the date on which this Agreement expires by its own terms and is no longer of any force and effect as provided in Section 8.7 hereof.

(14) “Fiscal Year” means the respective fiscal years of the City and the Agency commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive twelve (12) month period as may be hereafter designated pursuant to general law as the fiscal year of the Agency or the City, respectively.

(15) “Increment Revenues” means the funds received by the Agency and deposited in the Redevelopment Trust Fund in an amount equal to the incremental increase in ad valorem tax revenues calculated pursuant to Section 163.387, Florida Statutes, within the Community Redevelopment Area.

(16) “Plan” means the revised redevelopment plan for the Urban Core Community Redevelopment Area, adopted by the City Council on April 16, 1989, by the adoption of Resolution No. 19-89 as subsequently amended.

(17) “Redevelopment Trust Fund” means the trust fund of the Agency created and established by Ordinance No. 13-84, enacted by the City Council on March 8, 1984, into which Increment Revenues are deposited as provided by that ordinance (and any amendments or successors thereto) and the Redevelopment Act.

(18) “Termination Date” means September 30, 2022, or the date on which this Agreement is terminated and is no longer of any force and effect as provided in Section 7.5, whichever, occurs earlier.

2.2. Use of Words and Phrases.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number, and the word “person” shall include corporations and associations, including public bodies, as well as natural persons. “Herein”, “hereby”, “hereunder”, “hereof”, “hereinbefore”, “hereinafter”, and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

2.3. Florida Statutes.

Any and all references herein to the “Florida Statutes” are to Florida Statutes (2010), as later amended by any session law enacted during any regular or special session of the Legislature of the State of Florida subsequent to the adoption of Florida Statutes (2010).

ARTICLE 3: PURPOSE

3.1. Purpose.

The purpose of this Agreement is to induce, encourage and assist the redevelopment of the Community Redevelopment Area through assistance and cooperation in undertaking community policing innovations within the area. It is also the purpose of this agreement to avoid expending the Agency’s Increment Revenues (as defined in the Act) on general government

operating expenses unrelated to the planning and carrying out of the Plan. It is also the purpose of this Agreement to define and delineate the responsibilities and obligations of the parties to this Agreement, and to express the desire of the parties to cooperate together to accomplish the purposes and expectations of this Agreement.

ARTICLE 4: THE PROJECT

4.1. Description.

The Project consists of the City providing Community Policing Innovation services within the Urban Core Community Redevelopment Area, bounded by A Street, 17th Avenue, Cervantes Street, and Pensacola Bay, in its entirety, and in consideration of such services, the Agency Payments to the City.

4.2. Project Administration.

The City, in consultation and cooperation with the Agency, shall be responsible for and shall oversee the administration of the Project, and shall account to the Agency for all costs of the Project.

4.3. Agency Payments.

Within 45 days of receipt of periodic invoices from the City, accompanied by an accounting for the costs of the Project, the Agency shall pay from the Community Policing Innovations Account reimbursing Agency Payments to the City equal to the Actual costs of the Project. Provided, however, the sum of the Agency Payments shall not exceed \$100,000. Upon receipt of the Agency's written approval of any such invoice and accounting, the City's Chief Financial Officer may withdraw the Agency Payment directly from the Community Policing Innovations Account. Although this Sec. 4-3 contemplates and references the production of invoices, accountings and written approvals of invoices and accountings, these documents are accumulated and retained for subsequent auditing purposes and the periodic initiation and transfer of agency payments shall be accomplished through appropriate automated data processing means.

ARTICLE 5: FINANCING

5.1. General.

The parties mutually acknowledge and agree that the aggregate cost of undertaking Community Policing Innovations within the Community Redevelopment Area is not to exceed \$100,000 for Fiscal Year 2022. The Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof. All other costs will be paid from other funds available to the City and set aside and committed for the purpose of paying such costs.

5.2. Community Policing Innovations Account.

(1) The Agency covenants and agrees to establish an account separate and distinct from the Redevelopment Trust Fund to be known as the Community Policing Innovations Account in which the Available Increment Revenues shall be deposited and disbursements made as provided herein. This account is intended to be and shall constitute an escrow account for the purpose of funding the Project.

(2) The Agency's Available Increment Revenues deposited in the Community Policing Innovations Account shall constitute trust funds to secure the payments required to be made by the Agency and until such transfer and deposit, the Agency shall act as trustee of its moneys for the purposes thereof and such moneys shall be accounted for separate and distinct from all other funds of the Agency and shall be used only as provided herein.

(3) The Community Policing Innovations Account shall be deposited and maintained in one or more banks, trust companies, national banking associations, savings and loan associations, savings banks or other banking associations which are under Florida law qualified to be a depository of public funds, as may be determined by the entity maintaining possession and control of such funds and accounts.

5.3 Available Increment Revenues.

(1) During the Fiscal Year commencing upon the effective date of this agreement through Termination Date, the Agency covenants and agrees with the City to transfer Available Increment Revenues from the Redevelopment Trust Fund to the Community Policing Innovations Account at the times and in the amounts necessary to pay invoices submitted to the Agency by the City pursuant to Section 4.3 hereof.

(2) The Agency hereby encumbers, commits and pledges the Available Increment Revenues for the purposes of the transfers required by this Section 5.3.

(3) The Agency covenants and agrees with the City and does hereby grant a lien in favor of the City on the funds on deposit in the Community Policing Innovations Account for the purposes set forth in this Agreement. Funds on deposit in this Community Policing Innovations Account may only be used to pay the Costs of the Project. Any funds remaining after all costs of the Project have been paid shall be used only in the manner authorized by Section 163.387(7), Florida Statutes.

5.4. Enforcement of Increment Revenues Collections.

The Agency is currently receiving Increment Revenues, having taken all action required by law to entitle it to receive the same, and the Agency will diligently enforce its rights to receive the Increment Revenues and will not take any action which will impair or adversely affect its right to receive such funds or impair or adversely affect in any manner the Agency's covenant to budget and appropriate Available Increment Revenues for deposit to the Community Policing Innovations Account. The Agency and the City covenant and agree, so long as the Agency is required to make the Agency Payments, to take all lawful action necessary or required to continue the entitlement of the Agency to receive the Increment Revenues as now provided by law or may later be authorized, and to make the transfers required by this Agreement. The City does hereby covenant and agree that, so long as the Agency is required to make the Agency

Payments, to timely budget, appropriate and pay into the Redevelopment Trust Fund in each fiscal Year the amount required of it to be so paid by the Redevelopment Act. Notwithstanding any other provision herein to the contrary, the failure of the enforcement of collection of Increment Revenues by the Agency will not relieve the City of its obligations hereunder to pay the City Payment.

5.5. No General Obligation.

Nothing contained in this Agreement shall be deemed to create a debt, liability, or other obligation of the Agency or the City or any other political subdivision of the State of Florida within the meaning of any constitutional, statutory, charter or other provision or limitation, and nothing contained herein shall be deemed to authorize or compel, directly or indirectly, the exercise of the ad valorem taxing power of the City or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for the payment of any amounts contemplated by or as provided in this Agreement, including the payment of any principal or, premium, if any, and interest on any indebtedness relating to the Project.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1. Representations and Warranties of the Agency.

The Agency represents and warrants to the City that each of the following statements is presently true and accurate and can be relied upon by the City:

(1) The Agency is the duly designated community redevelopment agency of the City, a validly existing body politic and corporate of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document contemplated hereby to which the Agency is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Agency and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as have been or will be duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency or (c) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon any party or the Agency, under any indenture, mortgage, deed of trust, bank loan or credit agreement, the Agency's special acts, applicable ordinances, resolutions or any other agreement or instrument to which the Agency is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Agency outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby to which the Agency is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of the Agency enforceable against it in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from

time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the Agency, threatened actions or proceedings before any court or administrative agency against the Agency, which question the existence of the Agency, the determination of slum and blight in the Community Redevelopment Area, the adoption or implementation of the Plan, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the successful redevelopment of the Community Redevelopment Area, the consummation of the transactions contemplated hereunder or the financial condition of the Agency.

(5) This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable to the Agency.

6.2. Representations and Warranties of the City.

The City represents and warrants to the Agency that each of the following statements is presently true and accurate and can be relied upon by the Agency:

(1) The City is a municipal corporation created under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(2) This Agreement and each document to which it is or will be a party has been duly authorized by all necessary action on the part thereof, and has been or will be duly executed and delivered by, it and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other party, except such as been duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on it, or (c) contravenes or results in any breach of, default under or result in the creation of any lien or encumbrance upon it, under any indenture, mortgage, deed or trust, bank loan or credit agreement, charter, applicable ordinances, resolutions or any other agreement or instrument, specifically including any covenants of any bonds, notes, or other forms of indebtedness outstanding on the Effective Date.

(3) This Agreement and each document contemplated hereby constitutes, or when entered in will constitute, a legal, valid and binding obligation enforceable against the City in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(4) There are no pending or, to the knowledge of the City, threatened actions or proceedings before any court or administrative agency against it, which question its existence, the validity of this Agreement or any instrument or document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder.

(5) This Agreement does not violate any laws, ordinance, rules, regulations, orders, contract, or agreements that are or will be applicable to the City.

ARTICLE 7: DEFAULT; TERMINATION

7 .1. Default by the Agency.

(1) Provided the City is not in default under this Agreement as set forth in Section 7.2 hereof, there shall be an “event of default” by the Agency under this Agreement upon the occurrence of any one or more of the following:

(a) The Agency fails to perform or comply with any material provision of this Agreement and such nonperformance shall have continued, after written notice thereof by the City to the Agency; or

(b) The Agency shall have failed or refused to make any of the Agency Payments when due and payable; or

(c) The Agency shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition seeking any reorganization, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or shall file an answer admitting, or shall fail reasonably to contest, the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Agency of any material part of its properties; or

(d) Within sixty (60) days after the commencement of any proceeding by or against the Agency seeking any reorganization, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within sixty (60) days after the appointment without the consent or acquiescence of the Agency or any trustee, receiver or liquidator of the Agency or of any material part of its properties, such appointment shall not have been vacated.

(2) If any “event of default” described in Subsection 7.1(1) hereof shall have occurred, the City may, after giving thirty (30) days written notice of such event of default to the Agency, and upon expiration of such thirty (30) day notice period, if such event of default has not been cured, terminate this Agreement or institute an action seeking such remedies as are available to the City, or both.

7 .2. Default by the City.

(1) Provided the Agency is not then in default under this Agreement, there shall be an “event of default” by the City to this Agreement under this Agreement upon the occurrence of any the following:

(a) The City does not perform as required hereunder and such nonperformance shall have continued, after written notice thereof by the Agency to the City; or

(b) The City shall have failed or refused to proceed with or cause the timely completion of the Project.

(2) If an "event of default" described in Subsection 7.2(1) hereof shall have occurred, the Agency, after giving thirty (30) days written notice of such event of default to the City and upon the expiration of such thirty (30) day period if such event of default has not been cured, may terminate this Agreement or institute an action seeking such remedies as are available to the Agency hereunder.

7.3. Obligations, Rights and Remedies Not Exclusive.

The rights and remedies specified herein to which either the Agency or the City are entitled are not exclusive and are not intended to be to the exclusion of any other remedies or means or redress to which any party hereto may otherwise lawfully be entitled.

7.4. Non-Action or Failure to Observe Provisions of this Agreement.

The failure of any party hereto to promptly insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any exhibit hereto or any other agreement contemplated hereby shall not be deemed a waiver of any available right or remedy, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

7.5. Effect of Termination.

(1) Upon the occurrence of an event described in Section 7.1 or 7.2 hereof and receipt by any party of an election to terminate this Agreement pursuant to Sections 7.1 or 7.2 hereof, then this Agreement shall terminate and all obligations of any parties hereto shall then cease and be released and no longer be of any force and effect.

(2) In the event of a termination of this Agreement pursuant to this Section 7.5, no party hereto shall be obligated or liable to any other in any way, financial or otherwise, for any claim or matter arising from or as a result of this Agreement or any actions taken by any party hereto, hereunder or contemplated hereby.

ARTICLE 8: MISCELLANEOUS

8.1. Amendments.

This Agreement may be amended by the mutual written agreement of all parties at any time and from time to time, which amendments shall become effective upon filing thereof in the public records of Escambia County, Florida, pursuant to Section 163.01(11), Florida Statutes.

8.2. This Agreement Constitutes a Contract.

All parties hereto acknowledge that they will rely on the pledges, covenants and obligations created herein for the benefit of the parties hereto, and this Agreement shall be deemed to be and constitute a contract amongst said parties as of it becoming effective as provided in Section 8.12.

8.3. Assignment.

No party to this Agreement may, directly or indirectly, assign or transfer any or all of their duties, rights, responsibilities, or obligations under this Agreement to any other party or person not a party to this Agreement, without the express prior approval of the other party to this Agreement.

8.4. Severability.

The provisions of this Agreement are severable, and it is the intention of the parties hereto to confer the whole or any part of the powers herein provided for and if any of the provisions of this Agreement or any other powers granted by this Agreement shall be held unconstitutional, invalid or void by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions of this Agreement. It is hereby declared to be the intent of the parties hereto that this Agreement would have been adopted, agreed to, and executed had such unconstitutional, invalid or void provision or power not been included therein.

8.5. Controlling Law; Venue.

Any and all provisions of this Agreement and any proceeding seeking to enforce and challenge any provision of this Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding pertaining to this Agreement shall be Escambia County, Florida.

8.6. Members Not Liable.

(1) All covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City and the Agency, respectively, to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida.

(2) No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future individual member of a governing body or agent or employee of the Agency or the City in its, his or their individual capacity, and neither the members of the governing body of the Agency or the City or any official executing this Agreement shall individually be liable personally or shall be subject to any accountability by reason of the execution by the City or the Agency of this Agreement or any act pertaining hereto or contemplated hereby.

8.7. Expiration of Agreement.

(1) Unless sooner terminated as provided in Article 7, this Agreement shall expire and terminate on the Termination Date.

(2) The parties hereto covenant and agree that upon this Agreement expiring and terminating all rights, privileges, obligations and responsibilities of any party hereunder shall expire and be of no force and effect, except to the extent any provision hereof expressly survives expiration as provided herein and survives termination as provided in Section 7.5.

(3) Any funds remaining in the Community Policing Innovations Account upon the expiration of this Agreement, which are not encumbered or obligated for any payment shall be used only in the manner authorized by Section 163.387, Florida Statutes.

8.8. Third Party Beneficiaries.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto, any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any provision hereof.

8.9. Notices.

(1) Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given or filed with a party hereto shall be deemed sufficiently given or filed for all purposes of this Agreement if and when sent by registered mail, return receipt requested, transmitted by a facsimile machine with confirmation of delivery, or by personal hand delivery:

To the Agency: Community Redevelopment Agency of
The City of Pensacola, Florida
Post Office Box 12910
Pensacola, Florida 32521-0001
Attention: Administrator

To the City: City of Pensacola
Post Office Box 12910
Pensacola, Florida 32521-0001
Attention: City Administrator

(2) The addresses to which any notice, demand, direction or other instrument authorized to be given or filed may be changed from time to time by a written notice to that effect delivered to all the parties, which change shall be effective immediately or such other time as provided in the notice.

Until notice of a change of address is received, a party may rely upon the last address received. Notice shall be deemed given, if notice is by mail on the date mailed to the address set forth above or as changed pursuant to this Section 8.9.

8.10. Execution of Agreement.

This Agreement shall be executed in the manner normally used by the parties hereto. If any officer whose signature appears on this Agreement ceases to hold office before all officers shall have executed this Agreement or prior to the filing and recording of this Agreement as provided in Section 8.11 hereof, his or her signature shall nevertheless be valid and sufficient for

all purposes. This Agreement shall bear the signature of, or may be signed by, such individuals as at the actual time of execution of this Agreement thereby shall be the proper and duly empowered officer to sign this Agreement and this Agreement shall be deemed to have been duly and properly executed even though on the Effective Date any such individual may not hold such office.

8.11. Filing with County Clerk of the Court.

The City Clerk is hereby authorized and directed after approval of this Agreement by the Agency and the City Council and the execution hereof by the duly qualified and authorized officers of each of the parties hereto as provided in Section 8.10 hereof, to submit this Agreement to the Clerk of the Court of Escambia County, Florida, for filing in the public records of Escambia County Florida, as provided by Section 163.01(11), Florida Statutes.

8.12. Effective Date.

This Agreement shall become effective immediately upon filing with the Clerk of the Court of Escambia County, Florida, as provided in Section 163.01(11), Florida Statutes.

8.13. City and Agency Not Liable.

Nothing contained in this Agreement shall be construed or deemed, nor is intended, or impose any obligation upon the City or the Agency except to the extent expressly assumed by the City or the Agency, respectively.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement as of the day and year first above written.

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA, FLORIDA

CITY OF PENSACOLA, FLORIDA

Delarian Wiggins, CRA Chairperson

Grover C. Robinson, IV, Mayor

Attest:

Attest:

Ericka L. Burnett, City Clerk

Ericka L. Burnett, City Clerk

Approved as to Content:

Approved as to Form and Execution:

M. Helen Gibson, CRA Administrator

City Attorney



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00719

City Council

9/9/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SECOND ADDENDUM TO THE PARTIAL ASSIGNMENT TO INSPIRED COMMUNITIES OF FLORIDA, LLC OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES, LLP

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the Second Addendum to the Partial Assignment to Inspired Communities of Florida, LLC of the Option Agreement between the City of Pensacola and Studer Properties, LLP for the development of Parcels 3, 6, 8, and 9 of the Vince J. Whibbs Jr. Community Maritime Park, extending the agreement for twelve months through September 30, 2022.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In October 2018, the City entered into an option agreement with Studer Properties LLC for the exclusive right to develop and lease all of the vacant parcels at the Community Maritime Park, specifically parcels 3, 4, 5, 6, 7, 8, and 9. In March 2020, the option agreement was extended through March 31, 2021.

In October 2020, prior to the expiration of the option agreement with Studer Properties, both parties entered into a partial assignment of the option agreement with Inspired Communities of Florida for parcels 3, 6, 8, and 9. Corresponding partial assignments were also entered into with two other development groups for the remainder of the parcels - Valencia Development Group for parcel 7 and Silver Hills Development for parcels 4 and 5, with the former still in effect and the latter being no longer valid. In March 2021, the City authorized the execution of the first addendum to the partial assignment with Inspired Communities of Florida, extending the agreement through September 30, 2021.

The City and Inspired Communities of Florida seek to extend the term of their partial assignment for another twelve months through September 30, 2022 via this second addendum. This extension will allow time for the parties to continue and complete negotiations regarding a ground lease and development agreement.

PRIOR ACTION:

October 1, 2018 - City enters into an Option Agreement with Studer Properties for all vacant lots in Community Maritime Park.

March 26, 2020 - City authorizes an Addendum to the Option Agreement with Studer Properties, extending the term through March 31, 2021.

October 9, 2020 - City enters into a Partial Assignment of the Option Agreement with Studer Properties and Inspired Communities of Florida.

March 25, 2021 - City authorizes a First Addendum to the Partial Assignment of the Option Agreement with Inspired Communities of Florida, extending the term through September 30, 2021.

FUNDING:

N/A

FINANCIAL IMPACT:

Inspired Communities of Florida will continue to pay \$2,738.21 monthly per the terms of their agreement. Upon successful negotiation of the ground lease and development agreement, Inspired Communities of Florida will receive a credit equal to payments made under the option agreement and its addendums.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Choose an item.

[Click here to enter a date.](#)

STAFF CONTACT:

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Second Addendum to the Inspired Option Agreement - draft

PRESENTATION: No

**SECOND ADDENDUM TO THE
PARTIAL ASSIGNMENT TO INSPIRED COMMUNITIES OF FLORIDA, LLC OF THE
OPTION AGREEMENT
BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES, LLP**

This **SECOND ADDENDUM TO THE PARTIAL ASSIGNMENT AND ASSUMPTION OF THE OPTION AGREEMENT** (this “**Second Addendum**”), dated as of October 1, 2021 (the “**Effective Date**”), is entered into between the **CITY OF PENSACOLA, a Florida municipal corporation**, 222 West Main Street, Pensacola, Florida 32502 (“**City**”), and **INSPIRED COMMUNITIES OF FLORIDA, LLC, a Florida limited liability corporation**, 223 W. Gregory Street, Pensacola, Florida 32502 (“**Inspired**”). City, Inspired, and their successors are each a “Party,” and collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, City and Studer Properties, LLP (“**Studer Properties**”) entered into an Option Agreement dated October 1, 2018, with an Addendum dated April 1, 2020, (collectively, the “**Studer Option Agreement**”), whereby City granted to Studer Properties the exclusive right to develop and lease vacant parcels at the Community Maritime Park more particularly described in Exhibit A to the Option Agreement (referred to hereinafter individually as a “**Parcel**” and collectively as the “**Parcels**”) subject to terms and conditions set forth in the Studer Option Agreement; and

WHEREAS, City, Studer Properties, and Inspired entered into a Partial Assignment of the Studer Option Agreement on October 9, 2020, expiring on March 31, 2021 (the “**Inspired Option Agreement**”); and

WHEREAS, City and Inspired desired to extend the term of the Inspired Option Agreement and entered into a First Addendum to the Valencia Option Agreement, with an effective date of April 1, 2021 and expiring on September 30, 2021; and

WHEREAS, the purpose of the Inspired Option Agreement is to provide for the development of one of the Parcels in a manner consistent with the 2010 City of Pensacola Community Redevelopment Agency Plan and all applicable statutes, ordinances, and regulations, and to provide for the development of the western side of downtown in a cohesive way; and

WHEREAS, City and Inspired understand and agree that the City and Inspired will negotiate in good faith revisions to the Inspired Option Agreement and a ground lease agreement; and

WHEREAS, Inspired understands and agrees that approval of any renegotiated option agreement, renegotiated ground lease, and development of Parcels 3, 6, 8, and 9 are contingent upon the approval of the City Council in its sole and complete discretion; and

WHEREAS, City and Inspired desire to extend the term of the Inspired Option Agreement.

NOW, THEREFORE, in consideration of the payments made by Inspired pursuant to the Inspired Option Agreement and the other mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference.
2. Term. The Option Term, as that term is used in the Studer Option Agreement and the Inspired Option Agreement, is extended for twelve (12) months, so that the Option Term automatically expires on September 30, 2022 unless duly extended, exercised, or sooner terminated as provided in the Inspired Option Agreement. The parties agree to negotiate in good faith, as defined by lease fee payments current by no more than 45 days outstanding and written communications of no more than 7 days aged, to reach an agreement within the Option Term, provided, however, in the event that a written agreement has not been reached between the parties prior to September 30, 2022, then either party shall have the option of further extending the Option Term for an additional forty-five (45) day period, upon delivery of written notice of such election to the other party on or before September 30, 2022. In such event, the Option Term shall automatically be extended until November 14, 2022.
3. Termination for Convenience. Inspired may terminate the Inspired Option Assignment for convenience at any time prior to the expiration of the Inspired Option Agreement on September 30, 2022 by providing 30 days' written notice to the City. Upon receipt of such notice of termination, Inspired shall be relieved of all rights and responsibilities, as of the date of termination, under the Inspired Option Assignment and shall have no further interest, other than the agreement responsibilities prior to termination, in the Property or the Inspired Option Assignment to which it pertains. The City shall be responsible for recording a Termination of Partial Assignment in the official records of Escambia County, Florida
4. No Other Revisions to the Inspired Option Agreement. Except as expressly set forth above, none of the terms and conditions of this Second Addendum shall be deemed to modify or amend any of the terms and conditions of the Inspired Option Agreement and its prior addendum(s), and the Inspired Option Agreement, as amended by this Second Addendum to the Partial Assignment to Inspired Development Corporation of the Option Agreement Between the City of Pensacola and Studer Properties, LLP, shall remain in full force and effect during the term of this Second Addendum.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF PENSACOLA
a Florida municipal corporation

By: _____
Grover C. Robinson, IV, Mayor

Date signed: _____, 2021

(AFFIX CITY SEAL)

Attest:

Ericka L. Burnett, City Clerk

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

Legal in form and valid as drawn:

Approved as to content:

Heather Lindsay, Asst. City Attorney

Print Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Grover C. Robinson, IV, the Mayor of City of Pensacola, a Florida municipal corporation, on behalf of said municipal corporation, who () is personally known to me or () has produced a driver's license as identification.

NOTARY PUBLIC

[SEAL]

[Signature page to Second Addendum between City of Pensacola and Inspired Communities of Florida, LLC]

INSPIRED COMMUNITIES OF FLORIDA, LLC

Print: _____

By: _____

Print name: _____

Print: _____

Its: _____

Date signed: _____, 2021

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of INSPIRED COMMUNITIES OF FLORIDA, LLC, a Florida limited liability company, who () is personally known to me or () has produced a driver's license as identification.

[SEAL]

NOTARY PUBLIC

[Signature page to Second Addendum between City of Pensacola and Inspired Communities of Florida, LLC]



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00722

City Council

9/9/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SECOND ADDENDUM TO THE PARTIAL ASSIGNMENT TO VALENCIA DEVELOPMENT CORPORATION OF THE OPTION AGREEMENT BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES, LLP

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the Second Addendum to the Partial Assignment to Valencia Development Corporation of the Option Agreement between the City of Pensacola and Studer Properties, LLP for the development of Parcel 7 of the Vince J. Whibbs Jr. Community Maritime Park, extending the agreement for twelve months through September 30, 2022.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In October 2018, the City entered into an option agreement with Studer Properties LLP Corporation for the exclusive right to develop and lease all of the vacant parcels at the Community Maritime Park, specifically parcels 3, 4, 5, 6, 7, 8, and 9. In March 2020, the option agreement was extended through March 31, 2021.

In October 2020, prior to the expiration of the option agreement with Studer Properties, both parties entered into a partial assignment of the option agreement with Valencia Development Corporation for parcel 7. Corresponding partial assignments were also entered into with two other development groups for the remainder of the parcels - Inspired Communities of Florida for parcels 3, 6, 8, and 9, and Silver Hills Development for parcels 4 and 5, with the former still in effect and the latter being no longer valid. In March 2021, the City authorized the execution of the first addendum to the partial assignment with Valencia Development Group, extending the agreement through September 30, 2021.

The City and Valencia Development Group seek to extend the term of their partial assignment for another twelve months through September 30, 2022 via this second addendum. This extension will allow time for the parties to continue and complete negotiations regarding a ground lease and development agreement.

PRIOR ACTION:

October 1, 2018 - City enters into an Option Agreement with Studer Properties for all vacant lots in Community Maritime Park.

March 26, 2020 - City authorizes an Addendum to the Option Agreement with Studer Properties, extending the term through March 31, 2021.

October 9, 2020 - City enters into a Partial Assignment of the Option Agreement with Studer Properties and Valencia Development Group.

March 25, 2021 - City authorizes a First Addendum to the Partial Assignment of the Option Agreement with Valencia Development Group, extending the term through September 30, 2021.

FUNDING:

N/A

FINANCIAL IMPACT:

Valencia Development Group will continue to pay \$1,327.89 monthly per the terms of their agreement. Upon successful negotiation of the ground lease and development agreement, Valencia Development Group will receive a credit equal to payments made under the option agreement and its addendums.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Choose an item.

[Click here to enter a date.](#)

STAFF CONTACT:

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Second Addendum to the Valencia Option Agreement - draft

PRESENTATION: No

**SECOND ADDENDUM TO THE
PARTIAL ASSIGNMENT TO VALENCIA DEVELOPMENT CORPORATION OF THE
OPTION AGREEMENT
BETWEEN THE CITY OF PENSACOLA AND STUDER PROPERTIES, LLP**

This **SECOND ADDENDUM TO THE PARTIAL ASSIGNMENT AND ASSUMPTION OF THE OPTION AGREEMENT** (this “**Second Addendum**”), dated as of October 1, 2021 (the “**Effective Date**”), is entered into between the **CITY OF PENSACOLA, a Florida municipal corporation**, 222 West Main Street, Pensacola, Florida 32502 (“**City**”), and **VALENCIA DEVELOPMENT CORPORATION, a Texas corporation**, 4400 Post Oak Parkway, Suite 2800, Houston, Texas 77027 (“**Valencia**”). City, Valencia, and their successors are each a “Party,” and collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, City and Studer Properties, LLP (“**Studer Properties**”) entered into an Option Agreement dated October 1, 2018, with an Addendum dated April 1, 2020, (collectively, the “**Studer Option Agreement**”), whereby City granted to Studer Properties the exclusive right to develop and lease vacant parcels at the Community Maritime Park more particularly described in Exhibit A to the Option Agreement (referred to hereinafter individually as a “**Parcel**” and collectively as the “**Parcels**”) subject to terms and conditions set forth in the Studer Option Agreement; and

WHEREAS, City, Studer Properties, and Valencia entered into a Partial Assignment of the Studer Option Agreement on October 9, 2020, expiring on March 31, 2021 (the “**Valencia Option Agreement**”); and

WHEREAS, City and Valencia desired to extend the term of the Valencia Option Agreement and entered into a First Addendum to the Valencia Option Agreement, with an effective date of April 1, 2021 and expiring on September 30, 2021; and

WHEREAS, the purpose of the Valencia Option Agreement is to provide for the development of one of the Parcels in a manner consistent with the 2010 City of Pensacola Community Redevelopment Agency Plan and all applicable statutes, ordinances, and regulations, and to provide for the development of the western side of downtown in a cohesive way; and

WHEREAS, City and Valencia understand and agree that the City and Valencia will negotiate in good faith revisions to the Valencia Option Agreement and a ground lease agreement; and

WHEREAS, Valencia understands and agrees that approval of any renegotiated option agreement, renegotiated ground lease, and development of Parcel 7 is contingent upon the approval of the City Council in its sole and complete discretion; and

WHEREAS, City and Valencia desire to extend the term of the Valencia Option Agreement.

NOW, THEREFORE, in consideration of the payments made by Valencia pursuant to the Valencia Option Agreement and the other mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference.
2. Term. The Option Term, as that term is used in the Studer Option Agreement and the Valencia Option Agreement, is extended for twelve (12) months, so that the Option Term automatically expires at midnight on September 30, 2022 unless duly extended, exercised, or sooner terminated as provided in the Valencia Option Agreement. Additionally, the Option Termination Date as that term is used in the Studer Option Agreement and the Valencia Option Agreement is modified to mean midnight on September 30, 2022.
3. No Other Revisions to the Valencia Option Agreement. Except as expressly set forth above, none of the terms and conditions of this Second Addendum shall be deemed to modify or amend any of the terms and conditions of the Valencia Option Agreement and its addendum(s), and the Valencia Option Agreement, as amended by this Second Addendum to the Partial Assignment to Valencia Development Corporation of the Option Agreement Between the City of Pensacola and Studer Properties, LLP, shall remain in full force and effect during the term of this Second Addendum.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF PENSACOLA
a Florida municipal corporation

(AFFIX CITY SEAL)

By: _____
Grover C. Robinson, IV, Mayor

Date signed: _____, 2021

Attest:

Ericka L. Burnett, City Clerk

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

Legal in form and valid as drawn:

Approved as to content:

Heather Lindsay, Asst. City Attorney

Print Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Grover C. Robinson, IV, the Mayor of City of Pensacola, a Florida municipal corporation, on behalf of said municipal corporation, who () is personally known to me or () has produced a driver's license as identification.

[SEAL]

NOTARY PUBLIC

[Signature page to Second Addendum between City of Pensacola and Valencia Development Corp.]

**VALENCIA DEVELOPMENT
CORPORATION**

Print: _____

By: _____

Print name: _____

Print: _____

Its: _____

Date signed: _____, 2021

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of VALENCIA DEVELOPMENT CORPORATION, a Texas corporation, who () is personally known to me or () has produced a driver's license as identification.

[SEAL]

NOTARY PUBLIC

[Signature page to Second Addendum between City of Pensacola and Valencia Development Corp.]



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00723

City Council

9/9/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PORT TARIFF REVISIONS

RECOMMENDATION:

That City Council approve the proposed revisions to Port of Pensacola Tariff No. 5A. Further, that City Council authorize the Mayor to take all actions necessary to implement the changes.

HEARING REQUIRED: No Hearing Required

SUMMARY:

As a public seaport, the Port of Pensacola is required under Federal Maritime Commission rules and regulations to maintain a publicly available tariff that sets forth the rules, regulations, policies, procedures, rates, charges, and fees applicable to conduct business at the Port.

Additionally, the Port of Pensacola is a member of the Gulf Seaport Marine Terminals Conference (GSMTC). This rate-setting conference is registered with the Federal Maritime Commission and enjoys anti-trust immunity under the United States laws.

Per section 10-3-17 (b) of the City of Pensacola Code of Ordinances, changes to the tariff may be made by the Mayor with City Council approval.

The specific tariff revisions being proposed:

- Include pilot boat fees

PRIOR ACTION:

January 21, 2021 - City Council approved an administrative revision regarding the Gulf Seaports Marine Terminal Conference as well as increases in rates for the following: vessel dockage fee rates. Further, City Council authorized the Mayor to amend Port of Pensacola Terminal Tariff No. 5A to reflect the changes

FUNDING:

N/A

FINANCIAL IMPACT:

The proposed tariff revisions increasing rates will result in increased revenue to the Port.

CITY ATTORNEY REVIEW: No

STAFF CONTACT:

Keith Wilkins, City Administrator

Amy Miller, Deputy City Administrator - Administration & Enterprise

Clark Merritt, Port Director

ATTACHMENTS:

- 1) Proposed Revised Port Tariff No. 5A - markup version

PRESENTATION: No

Terminal Tariff 5-A

Containing Rates, Charges, Rules and Regulations Applicable to Facilities at the

PORT OF PENSACOLA

(An Enterprise Department of the City of Pensacola)

Originally Issued: September 15, 2005

Revisions Effective: September 7, 2021

PORT OF PENSACOLA
TARIFF NO. 5-A
P.O. Box 889
Pensacola, FL 32594-0889

Issued by:

~~Amy S. Miller~~
~~Port Director~~
~~Telephone: 850-436-5070~~
~~Fax: 850-436-5076~~
~~Email: amiller@portofpensacola.com~~

~~Other Staff Contacts:~~

~~Clark Merritt~~
~~Deputy Port Director~~
~~Telephone: 850-436-5070~~
~~Fax: 850-436-5076~~
~~Email: cmerritt@portofpensacola.com~~

Clark Merritt
Port Director
Telephone: 850-436-5070
Fax: 850-436-5076
Email: cmerritt@portofpensacola.com

Reference Federal Maritime Commission Carrier List FMC1
Marine Terminal Operator Organization #002049

Revisions Effective: September 7, 2021

PORT TERMINAL TARIFF 5-A

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Port Terminal Tariff 5-A

SECTION ONE – DEFINITIONS

ITEM #:	DEFINITION
100	<p>GULF SEAPORTS MARINE TERMINAL CONFERENCE (Effective: April 25, 2016)</p> <p>GULF SEAPORTS MARINE TERMINAL CONFERENCE FEDERAL MARITIME COMMISSION AGREEMENT NO. 224-200163 APPROVED DECEMBER 2, 1988 PARTICIPATING MEMBERS:</p> <ol style="list-style-type: none"> 1. Board of Commissioners of the Port of New Orleans 2. Board of Commissioners of Lake Charles Harbor and Terminal District 3. Greater Baton Rouge Port Commission 4. Orange County Navigation and Port District, Orange, Texas 5. Mississippi State Port Authority at Gulfport 6. Board of Commissioners of the Port of Beaumont, Navigation District of Jefferson County, Texas 7. Port Commission of the Port of Houston Authority of Harris County, Texas 8. Board of Trustees of the Galveston Wharves 9. Alabama State Docks - Port of Mobile 10. South Louisiana Port Commission, LaPlace, Louisiana 11. Brownsville Navigation District of Cameron County, Texas 12. Port of Port Arthur Navigation District of Jefferson County, Texas 13. Tampa Port Authority 14. Port of Corpus Christi Authority 15. Panama City Port Authority 16. Port of Pensacola 17. Brazos River Harbor Navigation District, Freeport, Texas 18. Port of Pascagoula, Pascagoula, Mississippi 19. Manatee Port Authority 20. St. Bernard Port, Harbor and Terminal District <p>Notice: The Gulf Seaports Marine Terminal Conference Agreement permits the participating members to discuss and agree upon port terminal rates, charges, rules, and regulations. Any such rates, charges, rules, and regulations, adopted pursuant to said agreement, shall be published in the respective tariffs of said members and so identified by proper Symbol and explanation.</p> <p><u>SHIPPER'S REQUESTS AND COMPLAINTS:</u> Shippers, or other users of the facilities and services of the members of said conference, desiring to present requests or complaints with respect to any such rates, charges, rules and regulations, adopted pursuant to said Conference agreement, should submit the same, in writing, to the chairman of the Conference, at the address below, giving full particulars, including all relevant facts, conditions and circumstances pertaining to the request or complaint. Should further information be required by the Conference for full consideration of the request or</p>

	<p>complaint, the Conference Chairman will so advise by mail. The said chairman will notify such shipper or complainant of the docketing of the matter and the date and time of the proposed meeting, and if said shipper or complainant desires to be heard, he shall make request therefore upon the Conference Chairman in advance of the meeting.</p> <p>Bill Inge, Conference Chairman c/o Alabama State Port Authority P.O. Box 1588 Mobile, AL 36633</p>
102	<p>AGENT OR VESSEL AGENT (Effective: September 15, 2005)</p>
	The party or entity which submits the application for berth.
104	<p>APRON, APRON WHARF, WHARF APRON (Effective: September 15, 2005)</p>
	That part of the wharf structure lying between the outer edge of the guard rail and the transit shed; or, as to open wharves, that part of the wharf structure carried on piles beyond the fill.
106	<p>ARRIVAL DATE; DATE OF ARRIVAL; ARRIVAL (Effective: September 15, 2005)</p>
	The date and time at which a vessel arrives at the Port of Pensacola and is moored at her berth.
108	<p>BERTH (Effective: September 15, 2005)</p>
	The water area at the edge of a wharf, including mooring facilities, used by a vessel while docked.
110	<p>BONDED STORAGE (Effective: September 15, 2005)</p>
	Storage accomplished under bond payable to the United States Treasury Department until cleared for entry by United States Customs.
112	<p>CHECKING (Effective: September 15, 2005)</p>
	The service of counting and checking cargo against appropriate documents for the account of the cargo or the vessel, or other person requesting same.
114	<p>CONTAINER (Effective: September 15, 2005)</p>
	A standard (I.S.O.) seagoing container 20 feet in length or over.
116	<p>DAY (Effective: September 15, 2005)</p>
	A consecutive 24-hour period or fraction thereof.
118	<p>DOCKAGE (Effective: September 15, 2005)</p>
	The charge assessed against a vessel for berthing at a wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed.
120	<p>END OF SHIP'S TACKLE (Effective: September 15, 2005)</p>

	Wherever in this tariff the term end of ship's tackle is used, it means that immediate moment in time that a container or cargo is on hook or gear of ship or stevedore simultaneous with fastening of the container or cargo to or release of the container or cargo from the hook or gear.
121	ESCORT (Effective: May 1, 2014) An individual who has been issued a TWIC, who engages in escorting, as defined, and who assumes the responsibility for accompanying authorized non-TWIC holder(s) into a Secure Restricted Area.
122	ESCORTING (Effective: May 1, 2014) Ensuring that the escorted individual is continuously accompanied while within a Secure Restricted area in a manner sufficient to observe whether the escorted individual is engaged in activities other than those of which escorted access was granted.
123	FREE TIME (Effective: September 15, 2005) The specified period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges immediately prior to the unloading or subsequent to the discharge of such cargo on or off the vessel.
124	FREIGHT HANDLER (Effective: September 15, 2005) As used in this tariff, the term freight handler refers to and includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the physical loading or unloading of trucks or railcars, or engaged in any other cargo handling operations. Freight handlers may not load/unload commercial cargo vessels or barges.
126	GRT/LOA (Effective: September 15, 2005) Whenever used in this tariff with respect to a vessel the term "GRT" means the tonnage figure, or if more than one, the highest tonnage figure, appearing in Lloyd's Register of Shipping as the official gross registered tonnage of the vessel; "LOA" designation refers to the length overall of a vessel as reflected in Lloyd's Register of Shipping.
128	HANDLING (Effective: September 15, 2005) The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.
130	HARBOR FEE (Effective: September 15, 2005) The charge assessed against a vessel for use of the harbor and waterways of the port.
132	HEAVY LIFT (Effective: September 15, 2005) The service of providing heavy lift cranes or equipment for lifting cargo.
134	HEAVY LIFT CARGO (Effective: September 15, 2005) A single unit of cargo exceeding a weight of 75,000 pounds.
136	LINER SERVICE

	(Effective: September 15, 2005)
	Vessels making regularly-scheduled calls for the receipt and delivery of cargo or passengers at this port.
138	LOADING OR UNLOADING (Effective: September 15, 2005)
	The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, or any other means of conveyance to or from the terminal facility. All loading and unloading rates contained in this tariff are exclusive of any securing, blocking and/or bracing required to be performed by the cargo handling permittee.
140	MARGINAL TRACKS (Effective: September 15, 2005)
	Railroad tracks on the wharf apron within reach of ship's tackle.
142	POINT OF REST (Effective: September 15, 2005)
	The area of the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee and that area which is assigned for the receipt of outbound cargo from shipper for loading of vessel.
144	PORT DIRECTOR (Effective: September 15, 2005)
	As used in this tariff, the term port director includes the port director's duly-authorized representative.
146	PORT OF PENSACOLA (Effective: September 15, 2005)
	As used in this tariff, the term Port of Pensacola includes, when applicable, the City of Pensacola as the port's parent agency and/or the Pensacola City Council as the port's governing body.
148	SAILING DATE; DATE OF SAILING; DEPARTURE DATE (Effective: September 15, 2005)
	The date and time at which a vessel releases her final mooring line and is underway.
149	SECURE RESTRICTED AREA (Effective May 1, 2014)
	The area over which an owner/operator has implemented security measures for limited access and a higher degree of security protection.
150	SHIPSIDE (Effective: September 15, 2005)
	The location of cargo within reach of ship's tackle or in berth space, in accordance with the customs and practices of this port.
151	STEVEDORE (Effective: September 15, 2005)
	As used in this tariff, "stevedore" includes persons, firms, corporations, or other business entities and their subsidiaries engaged in the activity of loading and/or unloading commercial cargo vessels and/or barges, providing the organization, labor, equipment and necessary experience to load and unload said commercial cargo vessels and/or barges.

152	STORAGE (Effective: September 15, 2005)
	A charge assessed for providing storage in or upon designated areas of the wharves, transit sheds and terminal facilities owned or operated by the Port of Pensacola after expiration of free time.
154	STORAGE PERIOD (Effective: September 15, 2005)
	A period of storage based on each 30 days or fraction thereof unless otherwise specified.
156	SWITCHING (Effective: September 15, 2005)
	A charge made for the movement of cars within the switching limits of the terminal, made usually on a flat per car basis.
158	TERMINAL STORAGE (Effective: September 15, 2005)
	The service of providing warehouse or other terminal facilities for the storage of inbound or outbound cargo after the expiration of free time, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage, and refrigerated storage, after storage arrangements have been made.
159	TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL (TWIC) (Effective: September 15, 2005)
	A government issued, biometric, photo identification card issued to qualified individuals only after a criminal background check has been completed. This card is required for any individual to gain unescorted authorized access to the secure areas of a vessel or facility regulated by 33 CFR 101-105.
160	TON (Effective: September 15, 2005)
	Unless otherwise specified in individual tariff items, the term ton as used in this tariff is equal to a short ton of 2,000 pounds or a measurement ton of 40 cubic feet, whichever results in the greatest revenue to the port.
162	UNITIZED CARGO (Effective: September 15, 2005)
	Shipments of commodities – whether pre-palletized, skidded, crated, boxed or packaged – to permit free access of forklift tines.
164	USER (Effective: September 15, 2005)
	A user of the terminal facilities owned, leased, and/or controlled by the Port of Pensacola shall include any vessel, consignor, consignee, beneficial owner of cargo , stevedore firm, or other person: (1) who uses any Port of Pensacola properties, facilities or equipment; or (2) to whom or from whom any service, work or labor is furnished, performed, done or made available by the Port of Pensacola at the port; or (3) who owns or has custody of cargo moving over the port.
166	VESSEL (Effective: September 15, 2005)
	Every description of water craft or other artificial contrivance whether self-propelled or not self-propelled, used or capable of being used as a means of transportation on water and shall include in its meaning the owner thereof.

168	VOLUME RATES (Effective: September 15, 2005)
	Volume rates will be based on equal rates for equal volumes for all exporters or importers. Volume rates will be quoted upon request.
170	WHARF OR WHARVES (Effective: September 15, 2005)
	Any wharf, pier, quay, landing or other stationary structure to which a vessel may make fast or which may be utilized in the transit or handling of cargo or passengers and shall include other port terminal facility areas alongside of which vessels may lie or which are suitable for and are used in the loading, unloading, assembling, distribution or handling of cargo.
172	WHARF DEMURRAGE (Effective: September 15, 2005)
	A charge assessed against cargo remaining in or on terminal facilities after the expiration of free-time unless arrangements have been made for storage.
174	WHARFAGE (Effective: September 15, 2005)
	A charge assessed against any cargo passing or conveyed over, onto or under wharves or between vessels (to or from barge, lighter or water) when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is due even if cargo is not handled to or from a vessel, and whether or not the wharf is used. Wharfage does not include charges for any other services.

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190	EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS USED IN TARIFF (Effective: September 15, 2005)	
	\$	Dollars
	%	Percent
	BBL	Barrel
	(C)	Change in wording resulting in neither an increase nor reduction in charges
	Cont'd	Continued
	Cu. Ft.	Cubic feet
	CWT	Hundredweight
	DHS	U.S. Department of Homeland Security
	ETA	Estimated time of arrival
	ETD	Estimated time of departure
	FMC	Federal Maritime Commission
	FTZ	Foreign Trade Zone
	GRT	Gross registered ton
	GSMTC	Rate Adopted in Accordance with Official Action of the Gulf Seaports Marine Terminals Conference
	(I)	Increase in rate
	ISO	International Standardization Organization
	LBS	Pounds
	LOA	Length overall
	MIN	Minimum
	MISC	Miscellaneous
	MFB	Thousand board feet
	MT	Metric ton
	(N)	New item or addition
	NO	Number
	NOS	Not otherwise specified
	O/T	Other than
	(R)	Reduction in rate
	SFTB	Southern Freight Traffic Bureau
	Sq. Ft.	Square Feet
	UFC	Uniform freight classification
	USCG	United States Coast Guard
	Wt.	Weight

192	METRIC CONVERSION TABLES (Effective: September 15, 2005)		
	<u>TO FIND</u>	<u>GIVEN</u>	<u>MULTIPLY</u>
	Short Tons	Metric Tons	Metric Tons by 1.102
	Metric Tons	Long Tons	Long Tons by 1.016
	Long Tons	Metric Tons	Metric Tons by 0.984
	Kilos	Pounds	Pounds by 0.4536
	Pounds	Kilos	Kilos by 2.2046
	Cubic Meters	Measurement Tons	Tons by 1.133
	Measurement Tons	Cubic Meters	Cubic Meters by 0.883
	MFB's	Cubic Meters	Cubic Meters by 0.424
194	METRIC EQUIVALENTS (Effective: May 1, 2014)		
	<u>Measure</u>	<u>Metric Equivalent</u>	
	1 Pound	0.4536 Kilograms	
	1 CWT (US - 100 Pounds)	45.359 Kilograms or 0.04536 Metric Tons	
	1 CWT (British - 112 Pounds)	50.802 Kilograms or 0.0508 Metric Tons	
	1 Ton of 2000 Pounds	907.2 Kilograms	
	2 Metric Ton	1,000 Kilograms	
	1 Inch	2.54 Centimeters	
	1 Foot	0.3048 Meters	
	1 Yard	0.9144 Meters	
	1 Cubic Foot	0.0283168 Cubic Meters	
	40 Cubic Feet	113.27 Cubic Meters	
	1 Bushel Grain	27.216 Kilos	
	1 Barrel (US - 42 Gallons)	158.987 Liters	
	<u>Measure</u>	<u>English Equivalent</u>	
	1 Kilogram	2.2046 Pounds	
	1000 Kilograms	2204.6 Pounds or 1.1023 Short Tons	
	1 Centimeter	0.3937 Inches	
	1 Meter	39.37 Inches	
	1 Cubic Meter	35.314 Cubic Feet	
	1,000 Feet, Board Measure	83.333 Cubic Feet	
	1 Cubic Meter	423.792 Feet, Board Measure	

Terminal Tariff 5-A

SECTION TWO – GENERAL INFORMATION, RULES AND REGULATIONS

200a	ACCESS - TO HARBOR (Effective: September 15, 2005)
	<p>Notwithstanding any other provision of this Tariff, the Port Director may refuse entry of any vessel to the Port of Pensacola when, in his discretion, such refusal shall be in the best interest of the Port of Pensacola.</p>
200b	ACCESS - TO PORT PROPERTY (Effective: July 1, 2019)
	<p>The Port of Pensacola is designated as a “Secure Restricted Area,” which includes all land, facilities, buildings and offices; open and covered cargo-storage areas; cargo sheds; all docks, including their entry and exit ways; all equipment, machinery, railroad right-of-ways, and roadways which are owned, controlled or operated by the Port. In effect, the “Restricted Area” is all property south of the main entrance to the port located on Barracks Street.</p> <p>Access Control Policies for the Port of Pensacola are developed in accordance with federal guidelines, and any amendments to these laws. The Port of Pensacola Seaport Security Plan establishes all guidelines for access to the “Secure Restricted Area.” This plan is maintained by the Seaport Security Administrator.</p> <p>All STEVEDORES, FREIGHT HANDLERS, INDUSTRIAL VENDORS, PEDDLERS, CASUAL VENDORS, DAY LABORERS, and SHIPS' CREW MEMBERS AND OTHER SEAGOING PERSONNEL are subject to access control procedures identified in the Seaport Security Plan.</p> <p>"Industrial vendors" includes vessel agent; line-handling contractors, ship chandlers; fuel and bunkering merchants servicing vessels; radio- and related electronic-repair firms servicing vessels; ship-repair firms; certified for-hire motor carriers of property and passengers, including licensed taxicabs; non-profit maritime support organizations; and, construction contractors.</p> <p>It shall be unlawful for any person or firm to conduct or carry on any business activity on Port of Pensacola property without first obtaining the necessary licenses from the City of Pensacola.</p> <p><u>TWIC & TWIC ESCORT POLICY:</u></p> <p>In accordance with U.S. Coast Guard regulation CFR § 101.514 TWIC Requirement and CFR § 101.515 TWIC/Personal Identification, all persons requiring unescorted access to secure restricted areas of facilities regulated by the USCG must possess a Transportation Worker Identification Credential (TWIC) before such access is granted. Persons requesting access to Port of Pensacola facilities who do not have a TWIC must make advance arrangements for escorting by a person holding a valid TWIC who has been approved for access to Port facilities and who has been granted escorting privileges. Such escorting must be side-by-side or line of sight for the duration of the visit. Details of the current Port escort policy may be obtained from the Port Administration Office. It is the port user's responsibility to make sure they are following these regulations.</p> <p>Escorts by Port of Pensacola personnel may be provided when suitable personnel are available, and at the sole discretion of the Port, at a rate of \$50.00 per hour (or part) with a minimum charge of \$50.00 per</p>

individual escort. The Port of Pensacola makes no representation that escorts will be available or will be able to remain with persons requesting the service for the duration of their visit.

Only checks, cash, or money orders are acceptable payment methods (billing/invoicing is not authorized).

**RESPONSIBILITY FOR PERSONAL INJURY, DEATH, OR LOSS
AND DAMAGE TO PERSONAL PROPERTY:**

Except for personal injury, death or loss and damage to personal property caused by its own liability, the Port of Pensacola will not be responsible for personal injury, death or loss and damage to personal property of persons granted permission to enter upon Port property as provided in this ITEM. Persons who are granted permission to enter upon Port property as provided in this ITEM agree to defend, indemnify and save harmless the Port of Pensacola from and against all losses, claims, demands and suits for losses and damages to property, death and personal injury, including court costs and attorney's fees, incident to or resulting from their entry upon Port of Pensacola property.

OPERATION OF MOTOR VEHICLES ON PORT PROPERTY:

Vehicular Access Control procedures are outlined in the Port of Pensacola Seaport Security Plan, which is maintained by the Seaport Security Administrator.

If, in the judgment of the Port, the use, driving, operation or parking of a vehicle does, will or could interfere with the efficient or safe operations of Port property, designated Port representatives, including Port security personnel, may order such vehicle or vehicles out of the area of interference or off Port property. The Port may order the removal of vehicles not in compliance with this provision with all towing and storage at owner's expense.

No vehicles shall be driven closer than 100 feet to any vessel handling flammable cargo or materials without specific permission from the Port Director.

Parking areas within the Secured Area are designated with signs. Vehicles entering the Secured area should be directed by security officers to park in one of the Secured parking areas. Vehicles may ONLY access docks if it is necessary to park in these areas. The primary Port parking area is situated outside of the fenced Port Secured Area, north of the administration building. Parking for vehicles authorized in the Port's Secured Area is for personnel with an essential need. Parking within the seaport is restricted. Parking for employees, dock workers, and visitors is restricted to designated areas, off dock and outside of fenced operational, cargo handling, and designated storage areas (unless they have an essential need to park in a non-designated area). Parking for vehicles authorized on port grounds is restricted largely to port authority, carrier, tenants, maintenance, commercial and government vehicles which are essential within the seaport or marine terminal. Parking for these vehicles is restricted to clearly mark designated parking areas within the perimeter of the port.

No unaccompanied baggage is accepted at this facility at any time.

SEARCHES:

All vehicles entering the Port are subject to search.

	<p><u>ENTERING</u> the Port: If the driver of a vehicle refuses to permit a search, access will be denied.</p> <p><u>EXITING</u> the Port: If the driver of a vehicle refuses to permit a search, local law enforcement will respond and conduct the search. The individual will also be placed on the “Revocation Roster” and banned from accessing the Port for a time specified by the Port Director.</p> <p><u>PROHIBITED ITEMS:</u></p> <p>Except as otherwise provided herein, all persons entering upon Port property may not be in possession of the following items, for whatever reason, while on Port property: firearms of any type (subject to the provisions of Florida Statutes 740.06 and 790.251), or any other items considered to be dangerous weapons; alcoholic beverages; illegal drugs, narcotics or illegal controlled substances. Persons found to be in possession of any of these restricted items may be subject to arrest and/or the prohibited items confiscated by proper authority.</p> <p>EXCEPTIONS:</p> <ul style="list-style-type: none"> • <u>FIREARMS:</u> (Class G Licensed) Port security personnel, civil law enforcement personnel and federal government personnel required to carry firearms in the official performance of their duties may do so while on Port property. • <u>ALCOHOLIC BEVERAGES:</u> With regard to the respective definitions provided by Florida Statutes, Chapter(s) 561.01 and 561.02. Vessel crewmembers are authorized to bring alcoholic beverages aboard the respective vessel, provided that the Master/Captain of the respective vessel, or their designated authorized representative has communicated authorization to the Port Director, or designee. Additionally, the Port Director may approve alcoholic beverages to be on premise for certain special events or for tenant’s private use. In the case of special events, Special Event Insurance with Liquor Liability Coverage may be required, if applicable. At no time may alcoholic beverages be sold on Port without Port Director approval.
200c	<p>ACCESS - TO RECORDS (Effective: September 15, 2005)</p>
	<p>All users of the Port of Pensacola facilities and waterways shall be required to permit access to their files, manifests of cargo, transportation documents, charter parties, contracts of affreightment, and all other documents for the purpose of audit, determining fulfillment of vessel obligations and compliance with Port Tariff requirements, and for ascertaining the correctness of reports filed, documents furnished, and assessment of published charges. Any such information so acquired shall not be disclosed to any unauthorized person other than a member of the Port of Pensacola or its staff in carrying out official duties.</p>
201	<p>ADMINISTRATION (Effective: September 15, 2005)</p>
	<p>The administration, operation, maintenance and development of the Port of Pensacola are under the direction and control of the Port Director, but certain operating responsibilities have been delegated to stevedore firms.</p>
202	<p>ANCHORAGE (Effective: September 15, 2005)</p>
	<p>Pensacola Bay offers a safe natural harbor with good holding ground.</p>

203	ANCHORAGE, TURNING BASIN AND CHANNEL (Effective: September 15, 2005)
	No person, firm or corporation, whether as principal, servant, agent, employee or otherwise, shall anchor any vessel in the Port of Pensacola, except in cases of emergency.
205	BERTH ASSIGNMENTS (Effective: May 1, 2014)
	<p>No vessel (vessels in duress or distress accepted) shall enter the Port of Pensacola without having first made assignment and without such assignment having been granted. Applications for berth assignment must specify arrival and departure times and dates and the nature and quantity of freight, if any, to be loaded or discharged. The Berth Application Request should be made in as far advance as practical, but not less than 72 hours prior to the time of docking. All vessels must provide a firm 24-hour Estimated Time of Arrival (ETA).</p> <p>The Port of Pensacola requires that all ships be represented by an agent, owner or charterer of the vessel. All agents requesting berth space for a vessel and or representing a vessel while it is in the Port must be approved by the Port of Pensacola.</p> <p>As part of its application for berth, the vessel, its owners or agents shall advise the Port of Pensacola of the PROTECTION AND INDEMNITY ASSOCIATION (P & I CLUB) which affords the vessel indemnity coverage, as well as the name and telephone number of the local legal representative thereof who is knowledgeable with regard to such coverage.</p> <p>Any vessel that does not conform with the 72-hour berth application or the 24-hour ETA requirements and such vessel conflicts with berth assignments previously made may be assigned to an alternate berth or, alternatively, await the vacancy of a preferred berth.</p> <p>All working vessels--including coastwise or foreign sea-going barges; but not including internal barge movements--will be assigned berth facilities by the Port Director on a "first-come, first served" basis.</p> <p>At the sole discretion of the Port Director, when there is no congestion or threat of congestion, vessels not engaged in commerce may make application to the Port Director for a berth; specifying the date and time of arrival, sailing date and all such vessels are subject to all applicable port rules, regulations and charges.</p> <p>Should such vessels not have a licensed agent, the Port may at its discretion act as the vessel's temporary agent and assign agent's fee in the amount of \$150.00 for each 30-day period, in addition to the dockage charge.</p> <p>Additionally, the Port Director reserves the right to assign berths for the best utilization of the Port facilities.</p> <p>The Port Director reserves the right to refuse entry to any vessel carrying explosives or hazardous cargo or determined to be hazardous or not in seaworthy condition.</p> <p>No vessel will be allowed to remain idle in berth if other vessels are awaiting berthage and prepared to work; except as otherwise provided for in existing leases or agreements.</p> <p>ALL DECISIONS OF THE PORT DIRECTOR ARE FINAL.</p>
206	BONDED STORAGE

	(Effective: July 1, 2019)
	Bonded storage can be made available at the Port of Pensacola through prior arrangement with a licensed general cargo stevedore.
208a	CARGO- ARRIVING AT THE PORT OR DEPARTING FROM THE PORT IN RAILCARS (Effective: September 15, 2005)
	<p>Within twenty four (24) hours of the departure of cargo via rail bound for the Port of Pensacola, the shipper or consignee must provide written notification to the Port Director or his designee of the car numbers, car contents and estimated time of arrival of the cargo at the Port. All shippers or consignees shall be required to furnish and/or permit access to any electronic railcar tracking files or programs for cargo destined for the Port of Pensacola by rail.</p> <p>If upon arrival at the Port, there is insufficient space in the Port facilities to handle the cars, or for other reasons the receipt of such railcars will interfere with Port operations, the railcars shall be held at the terminating rail carrier's rail yard subject to demurrage payable by the shipper/consignee/vessel or agent thereof.</p> <p>Railcars with cargo arriving at the Port before the scheduled arrival date, as supplied by the shipper or consignee, will be handled on a space-available basis only. The Port of Pensacola reserves the right and privilege to hold such railcars out of the Port until the scheduled arrival date, with all demurrage for the account of the shipper/consignee.</p> <p>It is the obligation of the shipper/consignee to arrange for space allocation with the Port of Pensacola and for loading/unloading of cargo (freight handling) with their designated freight handler prior to shipping of cargo.</p>
208b	CARGO - CONDITIONS GOVERNING RECEIPT, PLACEMENT AND HANDLING (Effective: September 15, 2005)
	The Port of Pensacola does not engage in the warehouse/storage business. Transit sheds and open terminal facilities are provided only for the temporary placement of waterborne cargo prior to final disposition and for the assembling and expediting of waterborne commerce at the Port of Pensacola. The acceptance of cargo is at the option and discretion of the Port Director and application for space and handling must be made in advance of the arrival of the cargo and vessel. No cargo will be received or handled without consignment to a specific vessel booked for berthing at the terminal facilities. Any cargo left in or on Port of Pensacola terminal facilities or premises in excess of free time will be subject to storage charges in addition to any other charge published herein. The Port Director reserves the right to order cargo sent to a commercial storage facility at the expense and risk of the owner (reference ITEM 209).
208c	CARGO- HANDLING, RECEIPT AND DELIVERY (Effective: September 15, 2005)
	<p>Without preference or discrimination, and in order to promote the orderly receipt and dispatch of railcars and trucks, the Port reserves the right to control the loading and unloading of all cargo handled on Port facilities, and the rates to be charged. With the exception of the shunting of railcars within the Port facilities after initial placement and prior to pick up for removal from the Port, all handling of cargo on the Port will be performed by general-license stevedores or freight handlers which have been issued a franchise to operate at the Port of Pensacola and selected by the shipper, consignee or vessel.</p> <p>Specific warehouse space and outside storage space will be assigned by the Port for scheduled cargo and leased space. Freight handling maximum rates are governed by the Port. Lower handling rates than those</p>

	<p>published in this Tariff may be negotiated with the designated freight handler. As per the provisions of ITEM 246 (5), billing for freight handling charges will be the responsibility of the general-license freight handler.</p> <p>Only the Port may shunt railcars (switch cars after initial placement by rail carrier and before pickup by rail carrier for removal from Port) within Port facilities. See ITEM 426 for governing terms and charges. Shippers, consignees and freight handlers may not shunt railcars within Port facilities.</p>
208d	<p>CARGO – HEAVY LIFT (Effective: September 15, 2005)</p>
	<p>Any single unit of cargo exceeding 75,000 pounds shall be considered a heavy lift cargo and shall be assessed port costs associated with each project. Rates shall be quoted on a case by case basis, as determined by the Port Director.</p>
208e	<p>CARGO – NON-WATERBORNE (Effective: September 15, 2005) (I)</p>
	<p>Cargo delivered to the Port of Pensacola by any means of conveyance other than waterborne transportation and placed in or on Port of Pensacola-owned or operated land or facilities which are not re-shipped from the Port of Pensacola by waterborne transportation will be assessed wharfage, handling and storage charges. No free time will be allowed and full charges will be billed for each day the cargo is in or on Port of Pensacola property or facilities beginning with the day the cargo arrived and including the day it is removed unless said charge is waived by the Port Director.</p> <p>The storage charge for non-waterborne cargo is \$1.50 per ton per day.</p>
208f	<p>CARGO – OR FREIGHT LIKELY TO DAMAGE OTHER CARGO OR FREIGHT (Effective: September 15, 2005)</p>
	<p>Any freight or cargo likely to damage other freight or cargo will be transferred to another location on the terminal facilities or to private facilities at the risk and expense of the owner if so determined by the Port Director. Prior notification to the owner, agent or forwarder will not be required if time is of the essence to protect the other freight or cargo from damage or contamination.</p>
208g	<p>CARGO - RESPONSIBILITY FOR (Effective: September 15, 2005)</p>
	<p>Export cargo, while on terminal facilities, is in the care, custody and control of its owner, owner's agents and/or shipper/consignee/supplier.</p> <p>Import cargo, while on terminal facilities is in the care, custody and control of the vessel, the consignee, its agents, importer or agents of importer thereof and full responsibility for forwarding rests with one or the other of these parties.</p>
208h	<p>CARGO – SCHEDULING MOVEMENT THROUGH THE PORT (Effective: September 15, 2005)</p>
	<p>All cargo moving through the Port facilities and arriving via rail, truck or vessel must be scheduled in advance with the Port Director or his designee. Cargo is "scheduled" when the shipper or consignee advises the Port Director, or his designee, of the type and volume of cargo, the mode of transport to the Port with the expected date of arrival, and receives the consent of the Port Director or his designee, to move the cargo through the Port as scheduled. Unscheduled cargo movements will be handled on a space-available basis only, and at the option of the Port Director without recourse on the part of the shipper/consignee against the Port (see ITEM 208a).</p>

	<p>No export cargo will be scheduled or received at the Port without consignment to a specific vessel scheduled for berthing at the terminal facilities or without a shipping date established and approved by the Port Director. No export cargo may be consigned to the Port, unless merely as a “care-of” agent for the consignor, consignee, vessel, beneficial owner of the cargo or other person. The Port has the right to seek proof from a shipper or consignor of export cargo that compliance with this requirement has been or is being met.</p> <p>All export cargo is scheduled with the full understanding and agreement of the shipper/consignee that the vessel fixed or nominated to lift such cargo will be ready, willing and able to do so within cargo free-time rules and regulations applicable under this Tariff. When vessels fail to lift cargo on schedule, the shipper, consignee or vessel, or agents thereof, will be responsible for any resulting demurrage and detention charges and will indemnify and hold harmless the Port against any such demurrage and detention charges and related costs and expenses, including attorney’s fees and court costs.</p>
208i	<p>CARGO - DISPOSITION OF UNDELIVERED (Effective: September 15, 2005)</p>
	<p>The Port of Pensacola shall have a lien on the cargo, goods or other personal property stored or located on premises owned by the Port. The Port of Pensacola reserves the right, at its option, to sell said cargo, goods or other personal property whenever the payment for charges assessed by the Port is delinquent or the items are unclaimed for a period in excess of 3 months. When enforcing the terms of this ITEM, the Port of Pensacola shall:</p> <ol style="list-style-type: none"> 1. Give notice by registered or certified mail to the person last known by the Port of Pensacola to claim an interest in the cargo, goods, or other personal property. <ol style="list-style-type: none"> a. Said notice shall include a description of the goods, a statement of the claim, and a demand for payment within a specified time and must state that the goods will be sold at a specified date, time and place if the claim is not paid within the specified period. 2. Satisfy its lien from the proceeds of the sale.
209	<p>CARGO STATEMENT REQUIRED (Effective: September 15, 2005)</p>
	<p>The owner, agent, operator or Master (or the importer, exporter, freight forwarder, customs house broker, shipper or its agent) of any vessel loading or discharging cargo shall furnish to the Port of Pensacola within 4 days after the sailing of each vessel a certified statement with a description of all cargo loaded aboard or discharged from said vessels. The Port of Pensacola may require such other information and data or documents as may be necessary to ensure correct assessment of terminal charges and to develop statistical records.</p>
210	<p>CARGO STATEMENT/SHIPS' MANIFESTS (Effective: July 1, 2019)</p>
	<p>All users of Port of Pensacola facilities including but not limited to steamship agents, steamship lines, shippers, stevedores, freight handlers, barge lines, importers, exporters, and/or their agents or assignees, shall, upon arrival (Import)*, or not later than 10 working days (Export) after departure, furnish the Port of Pensacola with (1) a manifest, and (2) a Load List (Export Only – must be submitted with, or in conjunction with, the manifest by the party responsible for compiling the information) or (3) a Cargo Discharge Receipt (Import Only - must be submitted with, or in conjunction with, the manifest by the party responsible for</p>

	<p>compiling the information) containing data sufficient to assure the correct assessment of charges and information necessary to maintain statistical records. At a minimum, submitted documents must include a description of the cargo; weight, board feet or number of units, whichever is applicable; shipper or consignee details (exports); receiver or consignee details (imports); and any and all other information the Port of Pensacola deems necessary.</p> <p>Failure to submit required documents in accordance with the stated deadlines may result in assessment of a Documentation Delinquency Penalty of \$100 per day for each day the documentation is delinquent.</p> <p>* AMS Manifest does not substitute this requirement.</p>
211	<p>CHANGE OF LOCATION OF VESSELS (Effective: September 15, 2005)</p> <p>Whenever it is deemed necessary that any vessel be moved, or its position changed, in order to facilitate navigation and commerce or for the protection of other vessels or property, the Port Director may order and enforce the removal or shifting of such vessel to such place as may be determined by the Port Director at the expense and risk of the vessel. Notice of such order shall be given to the Master of the vessel, or the person in charge of the vessel who shall take immediate steps to comply with the order, the Port Director may take the action necessary to cause the vessel to be moved as originally ordered.</p>
212	<p>CHANGE OF OWNERSHIP (Effective: September 15, 2005)</p> <p>The Port of Pensacola reserves the right to accept or reject a request for a change of title or ownership of cargo received or in storage at the Port of Pensacola for the purpose of invoicing a new owner.</p> <p>All requests must be in writing, addressed to the Port Director. If the request is approved by the Port Director, it is with the full understanding that initial billing will be made to the new owner effective at the start of the next regular billing period and the original owner will be held responsible for payment of all charges should they not be paid by the new owner. All accrued charges must be paid to date by the owner-of-record prior to the transfer of title of ownership.</p>
213	<p>COLLISION (Effective: May 1, 2014)</p> <p>In the event of a grounding or a collision between two vessels or between a vessel and any wharf, dock, pier, or any structure owned by the Port of Pensacola, written report of such collision or grounding, shall within twenty-four hours, be furnished to the Port Director separately by the pilot and the master, owner or agent of said vessel, provided that in the case of a minor collision where a vessel is underway and proceeding to the open seas, there being no need of repair to Port facilities, vessel (s) or environmental resources, said report may be mailed by the master of such vessel from the next port which it enters, and provided further that in all cases of collision or grounding, report of an owner or agent shall not relieve the pilot of the duty of rendering his report within the specified time.</p>
214	<p>COMPLIANCE WITH GOVERNMENTAL REGULATIONS (Effective: September 15, 2005)</p> <p>All Port users shall comply with all governmental regulations, statutes, ordinances, rules and directives of any Federal, State, County or Municipal governmental units or agencies having jurisdiction over the Port of Pensacola or the business being conducted thereon and all rules and regulations now in effect or hereafter imposed by the Port of Pensacola shall be imposed uniformly against all businesses or industries located or providing services at the Port of Pensacola.</p>

	<p>If any Port user incurs any fines and/or penalties imposed by Federal, State, county or Municipal Authorities as a result of the acts or omissions of the Port user, its partners, officers, agents, employees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, then the Port User shall be responsible to pay or reimburse the Port for all such costs and expenses.</p>
215	<p>CRANE OPERATIONS ON PORT PROPERTY (Effective: September 15, 2005)</p>
	<p>Cranes with tractor lugs will not be permitted on Port property without proper protection of the pier, as provided to the satisfaction of the Port Director.</p> <p>Any and all safety rules and regulations pertaining to the operation of cranes must be observed at all times. The operation of a crane on Port property establishes verification by the owner thereof that the crane is suitable to perform the work for which it is hired and that the operator of such crane is qualified and competent to operate said crane in accordance with all applicable standards.</p> <p>Except as may be caused by the Port's own negligence, the Port of Pensacola shall not be responsible for any damages occasioned as a result of the operation of cranes on Port property. Crane owners/operators shall be considered users of the Port facilities and shall be bound by the provisions of ITEM 265b, in addition to other applicable items contained in this Tariff. Cranes will not be permitted to remain on Port property overnight without the prior approval of the Port Director; nor are they permitted to block rail tracks or the movement of other wheeled vehicles.</p>
218	<p>DELIVERY ORDERS (Effective: September 15, 2005)</p>
	<p>All persons whomsoever (truck companies; rail carriers; owners; shippers; etc.) must present a written Delivery Order for each truck or railcar (or other) to be loaded at the Port of Pensacola. The Delivery Order should be on an order form or letterhead of the firm owning the cargo and it must be signed by an official of the company, or a person authorized to sign such orders. The Delivery Order must describe the cargo, the amount to be loaded, the ship, bill of lading, and the numbers and marks, if any. Any truck company, rail carrier, shipper, or others not having a written Delivery Order will not be permitted to load or leave the terminal premises without surrendering a copy of the order to the appropriate Port representative.</p>
219	<p>DEMURRAGE OR DETENTION (Effective: September 15, 2005)</p>
	<p>The Port of Pensacola is not responsible for any delays, detention or demurrage on railcars, vessels, or trucks.</p> <p>Parties responsible for ordering and/or scheduling vessels and railcars shall be responsible for the payment of rail demurrage which is caused by or arises out of, directly or indirectly, the ordering and/or scheduling of vessels and railcars, and such parties will indemnify and hold harmless the Port for any rail demurrage and related costs and expenses, including attorney's fees and court costs, caused by or arising out of such parties' ordering and/or scheduling of vessels and railcars.</p> <p>Nothing contained herein shall be deemed to exculpate or relieve the Port from liability for its own negligence. (Issued in compliance with FMC Regulation 46 CFR §525.2 (a)(1)).</p>
220	<p>DISCHARGING BALLAST, REFUSE OR SIMILAR OFFENSIVE MATTER (Effective: July 1, 2019)</p>

	<p>No person, firm or corporation shall deposit, place or discharge into the waterways of the Port of Pensacola, either directly or through private or public sewers, any sanitary sewage, butchers' offal, garbage, dead residuum of gas, calcium carbide, trade wastes, tar or refuse, or any other matter which is capable of producing floating matter or scum on the surface of the water, sediment in the bottom of the waterways, hazards or obstructions to navigation or the odors and gasses of putrefaction.</p> <p>Vessels discharging pollutants into the waters of the Port of Pensacola will be reported to the U.S. Coast Guard National Response Center (NRC) hotline at (800) 424-8802. All matters relating to pollutant discharges shall be handled in accordance with applicable laws governing such discharge.</p> <p>Should any vessel cause pollution of any kind of character within the Port, the vessel shall have the first responsibility for taking effective corrective action. It shall be the responsibility of the vessel to have on hand, at all times, adequate personnel to eliminate or mitigate any contamination caused by pollutants being discharged into the waters of the Port of Pensacola. Any penalties imposed by the United States of America or the State of Florida upon the vessel, Master, person, firm or corporation shall be administered in accordance with applicable law.</p> <p>All vessels, firms and persons using the terminal facilities shall take every precaution practical to prevent pollution of the environment.</p> <p>Rules and regulations of the U.S. Coast Guard and any other Federal, State, County or City agency pertaining to pollution of any kind shall be applicable in addition to the rules and regulations set forth above.</p>
221a	<p>DOCKAGE - BASIS OF CHARGES (Effective: September 15, 2005)</p>
	<ol style="list-style-type: none"> 1. Dockage shall be based on the overall length of the vessel as shown in LLOYD's REGISTER. If length is not shown in LLOYD's REGISTER the ship's Certificate of Registry showing length of vessel will be accepted. 2. Vessels for which the overall length is not available in either LLOYD's REGISTER or the Certificate of Registry named in Paragraph 1 of this ITEM, shall be measured at the direction of the Port Director. When necessary to measure a vessel, the linear distance in feet shall be determined from the most forward point on the bow of the vessel to the aftermost part of the stern of the vessel. 3. In computing dockage charges based on overall length of vessel, the following will govern in the disposition of fractions: <ol style="list-style-type: none"> a. Less than one-half foot (1/2'), discard. One-half foot (1/2') or more, increase to the next whole figure. 4. When a vessel is shifted directly from one wharf (berth) to another wharf (berth), the total time at such berths will be considered together in computing the dockage charge. 5. Dockage rates are assessed each 24-hour period or fraction thereof. 6. Unless advised to the contrary in advance of docking, dockage on river barges will be assessed against the owner of the cargo.
221b	<p>DOCKAGE – DURATION</p>

	(Effective: September 15, 2005)
	The period of time upon which dockage will be assessed shall commence when the vessel is made fast to the wharf, pier, bulkhead structure, or bank or for mooring to a vessel so berthed, and shall continue until such vessel is completely free from and has vacated such facilities.
221c	DOCKAGE – UNAUTHORIZED (Effective: September 15, 2005)
	Any vessel berthed in an unauthorized manner, unassigned berth or shifted without the approval of the Port Director shall be subject to payment of dockage in an amount equal to (3) three times the published rate. Such vessel may be moved at the Port Director's option to a properly designated berth without notice at the owner's risk and expense.
221d	DOCKAGE – VESSELS EXEMPT FROM (Effective: September 15, 2005)
	At the sole discretion of the Port Director, when there is no congestion or threat of congestion, vessels engaged in non-commercial exhibition, educational or training endeavors, owned or operated by charitable institution that qualify for exemption pursuant to the provision of the Internal Revenue Code and are accordingly exempt from taxes, may moor to public wharves free of charge, with advance approval.
222	DOCK RECEIPTS (Effective: September 15, 2005)
	At the time export outbound cargo is received at the pier facility, a dock receipt shall be issued evidencing receipt of the cargo. The receipt will show the date of receipt and shall identify the vessel on which the goods are to move. The dock receipt is executed by the agent and/or its designated representative. All completed dock receipts must be delivered to the Port of Pensacola at the close of each business day.
224	EMERGENCY SHIP MOVEMENT POLICY (Effective: July 1, 2019)
	TO MASTERS, PILOTS, TOWBOAT COMPANIES, STEAMSHIP AGENTS, VESSEL OWNERS OR CHARTERERS AND ALL OTHER CONCERNED PARTIES: <ol style="list-style-type: none"> 1. All vessels will provide wire ropes from the bow and stern with eyes that can be reached by tugs coming alongside. Pilots will make sure wires are in proper position before leaving the vessel. 2. All vessels and/or vessel agents will immediately report any spillage of petroleum or chemical products on the wharf or on the water and the extent of such spill to the U.S. Coast Guard National Response Center (NRC) hotline at (800) 424-8802. If spillage is considerable, all cargo operations within the port must stop immediately and vessels prepared to undock. 3. All vessels will undock and proceed to anchorage or open sea when so ordered by the Port Director in the event of: <ul style="list-style-type: none"> • A severe petroleum or chemical spill; • Fire discovered on board a vessel laden with petroleum, explosives, chemicals or other dangerous commodities; • Vessel in jeopardy due to conditions on shore;

4. Tugboats proceeding to a vessel laden with petroleum, chemicals, explosive or other dangerous cargoes and/or through a spill composed of such products floating on the water surface will stop all smoking on board, put out cooking fires, burners, pilot lights and extinguish all open lights or flames.
5. Vessels discovering fire on board or on shore will sound repeated long whistle-blast signals and use every other available means to report the fire to shore side personnel. The Security Division of the Port of Pensacola monitors Channel 16 (156.8 MHz) for emergency calls.
6. Emergency vessel movements will be made with able sea watches and without waiting for the return of its other ship's personnel when necessary to protect life and property (reference [ITEM 288d](#)).

225 ENVIRONMENTAL MATTERS
(Effective: October 20, 2009)

All persons and entities in possession of facilities at the Port of Pensacola pursuant to an agreement, lease, license or other arrangement with the Port or otherwise using the Port facilities shall comply with all federal, state, municipal and county laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules and regulations and permits relating to environmental matters, storm water, and other pollution control applicable to the construction, occupancy and operation of said facilities. All such persons and entities shall furnish to the Port Director or his designee at the time same are filed, received, submitted or tendered, a copy of every permit application, permit, notice, order or other document sent to or received from any regulatory agency responsible for environmental matters, storm water, or other pollution control. All such persons and entities are prohibited from allowing, causing, condoning, licensing, permitting or sanctioning any activities, conduct or operations that enable or result in any pollutants, contaminants, hazardous materials or substances or other waste to be accumulated, deposited, placed, released, spilled, stored or used upon or under any portion of said facilities or adjacent waters contrary to or in violation of any of said laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules, regulations or permits. All such persons and entities that violate this prohibition shall be solely responsible for any and all reporting, cleanup, remediation, fines and penalties in accordance with said laws, statutes, ordinances, codes, administrative orders, SWPPP (current Port version), rules, regulations or permits.

NATIONAL RESPONSE CENTER (NRC):
(Effective May 1, 2014)

Oil and chemical spills entering or having the potential to enter navigable waters must be reported immediately to the NRC. Users are responsible for notifying the NRC of unauthorized releases and providing the Port's Spill Response Coordinator (SRC) with a copy of the incident report within 24 hours. The phone number for the NRC is: 1-800-424-8802.

226a FACILITIES – BERTHING
(Effective: July 1, 2019)

The Port of Pensacola has 2,570 linear feet of berthing facilities as follows:

<u>Berth #</u>	<u>Depth</u>	<u>Length</u>	<u>Apron</u>	<u>Rail</u>	<u>Use</u>
1	33'	540'	100'	Yes	All Purpose
2	33'	398'	Open	Yes	All Purpose

	3	33'	344.5'	Open	Yes	All Purpose
	5	33'	507.5'	50'	Yes	All Purpose
	6	33'	580'	50'	No	All Purpose
	7	16'	200'	0	No	Dockage Only
226b	FACILITIES – BUNKERING (Effective: September 15, 2005)					
	None of the berths are equipped with pipeline-hose connections for bunker fuels. Bunker fuels may be delivered by barge or tank truck. No vessel will be permitted to take bunkers while cargo operations are being performed.					
226c	FACILITIES – DAMAGE TO (Effective: July 1, 2019)					
	<p>All vessels, their owners or agents, stevedores and all other users of the Port terminal facilities will be held responsible for all damages to the facilities caused by or arising out of their use of such facilities. It is the responsibility of the users of the Port facilities to <u>immediately</u> notify the Port Director or his designated representative of damages to the facilities caused by or arising out of their use of such facilities and to confirm same in writing within three (3) working days. The Port of Pensacola will acknowledge the reported damages in writing, either electronic or via letter.</p> <p>Any damages to the Port facilities will be for the account of the vessel, its owner or agent, the stevedore, freight handler or other user of the terminal facility and repairs must be undertaken as expeditiously as possible with the prior approval of the Port Director. The Port Director, or designee, shall review and approve all repairs in advance of repairs or construction beginning. Responsible parties will be given up to thirty (30) calendar days from the date the damage occurred to initiate required repairs, after which the Port of Pensacola reserves the right to repair the damage on a cost basis plus 25% overhead. Failure to notify the Port of damages to the facilities will result in the cost of repairs of such damages plus 50%.</p> <p>Any damage caused by the vessel to the wharf or any installation or equipment which is the property of the Port of Pensacola, whether it be through incompetence or carelessness on the part of the Pilot or Officer of the ship carrying out operations or for any other reason, shall be the responsibility of the master and the owner of the ship causing the damage. The Port of Pensacola shall be able to detain the ship until it has received satisfactory guarantee for payment of the amount of damage caused or a reasonable estimate thereof.</p>					
226d	FACILITIES – SPACE ASSIGNMENTS (Effective: July 1, 2019)					
	<p>The Port Director has the authority to grant nonexclusive space assignments for use of harbor lands to assignees on the following terms and conditions.</p> <p>Space assignments are granted on the Port's standard space assignment forms and shall describe the area granted. Leased areas are excluded from Space assignment requests. See ITEM 243 for Lease Information.</p> <p>Short Term Operating Agreements (STOA's) may be exempt from the minimum charge and negotiated with the Port Director, but the Space Assignment Request must still be on file with Port Operations.</p> <p>General license stevedores shall be required to submit the required space assignment forms for allocation of space to their transient cargo operations. However, transient cargo evoking free time shall not be eligible</p>					

for the space assignment rates noted below and shall, instead, be subject to Storage Charges as outlined in [ITEM 436b](#) after expiration of free time.

Space assignments will be issued in thirty (30) day periods. Upon application and if conditions and circumstances warrant, one or more renewals for an additional thirty (30) days or longer or shorter period may be granted.

If a space assignment exceeds 30 days or is revoked by the Port Director, charges will be prorated on a daily basis.

Charges for space assignments are:

<u>Type of Area</u>	<u>Cents per Sq. Ft. (Per 30-day Period)</u>
Covered Area - On Dock	\$ 0.45
Covered Area - Off Dock	\$ 0.35
Uncovered Area	\$ 0.25
Minimum Charge	\$375.00

All other applicable tariff charges shall also be paid. Charges shall begin to accrue on the day the space assignment is made available for assignee's occupancy.

An electrical power surcharge may be levied on the above charges at the discretion of the Port Director after reviewing the proposed use of the space. The rate shall be agreed to in advance of any party occupying approved space.

Property placed in a space assignment area shall be stored, stacked, palletized, or high piled in accordance with customary and operational safety procedures. The Port Director has the right to examine and review all property placed on Port premises under a space assignment.

The grant of such assignment shall not interfere with the prompt loading or unloading of vessels.

226e **FACILITIES - TRANSIT CARGO SHEDS**
(Effective: July 1, 2019)

The Port of Pensacola owns 457,000 square feet of transit cargo storage facilities as follows, some of which may be committed to private usage through lease, contract or other obligation from time to time.

Subject to [ITEM 208b](#) and to space availability based on prior commitments, the Port of Pensacola assigns general cargo moving through the Port to storage facilities on a first-come-first-served basis.

Use of facilities marked with an asterisk (*) involves special circumstances. Contact Port Administration at 850.436.5070 for details.

<u>Facility</u>	<u>Sq. Ft.</u>
Warehouse No. 1	72,000 sq. ft. (leased)
Warehouse No. 4	45,000 sq. ft.
Warehouse No. 5	72,000 sq. ft.

	Warehouse No. 6	90,000 sq. ft. (leased)								
	Warehouse No. 8	83,000 sq. ft.								
	Warehouse No. 9	40,000 sq. ft. (leased)								
	Warehouse No. 10	55,000 sq. ft. (leased)								
228a	FREE TIME - COMPUTATION OF (Effective: July 1, 2019)									
	<p>The free time allowed for assembling export shipments shall commence at 0700 hours on the day after said cargo or each portion thereof (i.e. each truck or railcar) is received at the terminal facility and it shall terminate at 2359 hours on the final day of free time allowed.</p> <p>The free time allowed for removal of import shipments shall commence at 0700 hours on the day following the day the vessel completes discharging and it shall terminate at 1859 hours on the final day of free time allowed.</p> <p>The Port Director reserves the right to grant extensions of free time to regular and/or high volume shippers on a case-by-case basis when space availability permits.</p> <p>The time cargo is held in railcars (under demurrage rules) will be deducted from the free time allowed for said cargo, when railcars are held at the direction of the Port Director (reference ITEM 208i for additional information).</p>									
228b	FREE TIME - DISPOSITION OF CARGO AFTER EXPIRATION OF (Effective: September 15, 2005)									
	<p>Cargo remaining on terminal premises after the expiration of free time (reference ITEM 228a, 228c and 228d) and cargo shut out at clearance of vessel from berth (reference ITEM 271) may, at the discretion of the Port Director, be allowed to remain where situated, be piled or re-piled to make space; be transferred to other locations or terminal premises; or, be removed to public or private warehouse with all expenses and risk of loss and/or damage for the account of the owner, agent, consignee or carrier. In any event, the agent for such cargo will be responsible for payment of all expenses regardless of when payment is received by them from the owner, consignee or carrier.</p> <p>All such cargo remaining on Port property will be assessed storage charges in accordance with the applicable rates published in this Tariff.</p>									
228c	FREE TIME (Effective: July 1, 2019)									
	<p>Except as otherwise provided, the free time allowed for assembling export cargo shipments or removing import cargo shipments, inclusive of Saturdays, Sundays and Legal Holidays, shall be as follows:</p> <table><tr><th>Shipment Type</th><th>No. Days</th></tr><tr><td>Exports</td><td>30</td></tr><tr><td>Imports</td><td>30</td></tr><tr><td>Transshipment</td><td>30</td></tr></table>		Shipment Type	No. Days	Exports	30	Imports	30	Transshipment	30
Shipment Type	No. Days									
Exports	30									
Imports	30									
Transshipment	30									

	<p>Upon expiration of the free-time period, storage charges (as provided elsewhere in this Tariff) will be assessed or, at the option of the Port Director, cargo may be removed to private storage facilities at the expense and risk of the owner.</p> <p>NOTE: Shipments handled direct from shipside to railcars or trucks, or vice versa, shall not be entitled to free time.</p> <p>NOTE: Shipments not properly booked with the Port Director in advance in accordance with ITEM 209 shall not be entitled to free time specified herein.</p>
228d	<p>FREE TIME - AND STORAGE DURING WORK STOPPAGE OR INTERRUPTION (Effective: September 15, 2005)</p>
	<p>In the event of a work stoppage that prevents the loading and/or unloading of vessels, the following will apply:</p> <ol style="list-style-type: none"> 1. Free time will cease at 0700 hours on the day after a work stoppage occurs. Free time will commence or resume at 0700 hours on the day after a work stoppage officially ends. 2. Cargo on hand will be assessed storage charges prorated for that period of time of the work stoppage. Credit for unused time will be deducted from storage charges. 3. Cargo received during a work stoppage will be received on a space-available basis only. Storage charges will commence immediately and free time will begin at 0700 hours on the day following the day of the termination of the work stoppage. 4. When the terminal facilities reach maximum capacity for efficient operations and Port safety, rail and truck operations will cease, with demurrage accruing for the account of the shipper. <p>The Port Director may waive storage charges per this ITEM if cargo is removed within ordinary free time allowed.</p>
228e	<p>FREE TIME – NON WATERBORNE CARGO (Effective: May 1, 2014)</p>
	<p>Per ITEM 208e, no free time is allowed on non-waterborne cargo and full charges will be billed for each day the cargo is in or on Port of Pensacola property or facilities beginning with the day the cargo arrived and including the day it is removed unless said charge is waived by the Port Director.</p>
230	<p>FUMIGATION REQUIREMENT (Effective: September 15, 2005)</p>
	<p>Bagged agricultural products that remain in transit sheds for a period of 45 days must be fumigated at that time; and again after each 45-day period thereafter, as long as the cargo remains in the transit sheds.</p> <p>All expense of fumigation will be for the account of the cargo owner, shipper, consignee, or whomever has care, custody and control of the cargo.</p> <p>If fumigation is not performed as required herein, the Port reserves the right to fumigate such bagged agricultural products and will bill the cargo owner, shipper, consignee, or whomever has care, custody and control of the cargo for the cost therefore.</p>
232	<p>GENERAL RESTRICTIONS AND LIMITATIONS (Effective: September 15, 2005)</p>

	Under application of this Tariff, the Port of Pensacola is not obligated to provide storage for cargo that has not been scheduled with the Port Director, or which has not been transported by water to or from the Port or terminal facilities; nor is it obligated to provide facilities beyond reasonable capacity.
233	GROUND RUBBER TIRE ADDITIVES (Effective: September 15, 2005)
	The use of Ground Rubber Tire (GRT) Additives in the processing and/or production of asphalt and other materials is strictly prohibited on Port property and on or in Port facilities.
234	GUNS; EXPLOSIVES; OTHER HAZARDOUS COMMODITIES (Effective: September 15, 2005)
	Explosives and hazardous or highly-flammable commodities or material may be handled over, under, or received on the wharves or other terminal facilities of the Port of Pensacola only by special arrangement with and at the option of the Port Director. The receiving, handling or storage of such commodities shall be subject to Federal, State, Municipal, County and City of Pensacola laws, ordinances, rules and regulations. The agent or charterer of a vessel is responsible for informing the Port Director whenever a vessel plans to load, discharge or is transporting as in transit cargo any manifested cargo classified as a gun, firearm, deadly weapon, explosives, and ammunition, flammable or hazardous commodity. No action to load or discharge such cargo shall be taken without approval of the Port Director in advance. Detailed information as to the description, packaging and stowage location of explosives, flammable and hazardous materials must be provided to the Port of Pensacola to enable planning for fire protection and security watches necessary for these items.
235	HARBOR CHANNEL (Effective: September 15, 2005)
	The entrance to the main channel to Pensacola Bay is by the Caucus Channel. The channel is 500' wide at its seaward end and dredged to 35'. The approach channel to the Port of Pensacola, 300' wide with a control depth of 33', intersects Pensacola Bay in a generally northeasterly direction. The distance from sea buoy to pier is 11 miles.
236	HARBOR SAFETY (Effective: September 15, 2005)
	<ol style="list-style-type: none"> 1. Minimum bottom clearance shall be established by the Harbor Pilot prior to vessel entry of departure in consideration of weather conditions, tidal stage, vessel equipment and time of day. 2. All vessels shall establish radio communication with the Port of Pensacola prior to entry or departure and no vessel shall be permitted to enter, leave or shift berths in the Port of Pensacola jurisdictional area without the authorization of the Port Director or his duly-authorized representative. 3. All heavy oil transfer operations to or from a vessel with a heavy oil storage capacity greater than 10,000 gallons shall be required to adequately boom or seal off the area between the vessel and the dock, bulkhead or land during transfer or bunkering operations. 4. All vessels with a storage capacity to carry 10,000 gallons or more of pollutants as fuel and cargo shall maintain an adequate written ship-specific spill prevention and control contingency plan, and have on board a "discharge officer" designated in the plan.

	Published pursuant to Chapter 313.23; Chapter 376.07 and 376.071, Florida Statutes, as amended.												
237	HOLIDAYS – LIST OF (Effective: July 1, 2019)												
	When reference is made in this Tariff to "legal holidays," it means those days listed below, which are observed as holidays by the City of Pensacola and on which Port Administration will be closed. Holidays marked with an asterisk (*) denote holidays observed by the Port's licensed stevedores and on which vessel and cargo operations are conducted by special arrangement only.												
	Holidays – 12 Total												
	<table> <tr> <td>New Year's Day (*)</td><td>Labor Day (*)</td></tr> <tr> <td>Martin Luther King's Birthday</td><td>Veteran's Day (*)</td></tr> <tr> <td>President's Day (*)</td><td>Thanksgiving Day (*)</td></tr> <tr> <td>Good Friday (*)</td><td>Friday after Thanksgiving (*)</td></tr> <tr> <td>Memorial Day (*)</td><td>Christmas Day (*)</td></tr> <tr> <td>Independence Day (*)</td><td>Day after Christmas</td></tr> </table>	New Year's Day (*)	Labor Day (*)	Martin Luther King's Birthday	Veteran's Day (*)	President's Day (*)	Thanksgiving Day (*)	Good Friday (*)	Friday after Thanksgiving (*)	Memorial Day (*)	Christmas Day (*)	Independence Day (*)	Day after Christmas
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President's Day (*)	Thanksgiving Day (*)												
Good Friday (*)	Friday after Thanksgiving (*)												
Memorial Day (*)	Christmas Day (*)												
Independence Day (*)	Day after Christmas												
	When any of the above referenced holidays falls on a Sunday, it will be observed on the Monday following. Other holidays may be observed by the stevedoring companies but are not necessarily observed by the Port of Pensacola.												
239	INTRACOASTAL WATERWAY (Effective: September 15, 2005)												
	The Gulf Intracoastal Waterway intersects Pensacola Bay. The waterway is 150' wide and 12' deep. On the intra-coastal, the Port of Pensacola is 185 miles east of Harvey Lock, Louisiana; and 51.4 miles east of the entrance to the Mobile Ship Channel.												
240	INDEMNIFICATION AND HOLD HARMLESS (Effective: September 15, 2005)												
	<p>All users shall indemnify and hold harmless the Port, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury, property damage, including loss of use of property, or demurrage, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with their presence on the Port or their operations, whether arising solely out of the negligence of the User or not. This obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in exclusion or omission from any policy of insurance.</p> <p>The user agrees to pay on behalf of the Port, as well as provide a legal defense for the Port, both of which will be done only if and when requested by the Port, for all claims as described in the above paragraph. Such payment on the behalf of the Port shall be in addition to any and all other legal remedies available to the Port and shall not be considered to be the Port's exclusive remedy.</p> <p>Nothing contained herein shall be deemed to exculpate or relieve the Port from liability for its own negligence. (Issued in compliance with FMC Regulation 46 CFR §525.2 (a) (1)).</p>												
241a	INSURANCE												

	<p>(Effective January 1, 2015)</p> <p>All persons or firms using or conducting business operations on terminal facilities or other port-owned or operated property are required to procure and maintain Commercial General Liability, Business Auto, and Workers' Compensation insurance. Unless specified otherwise in this tariff or otherwise required by the City, minimum limits for commercial general liability and business auto of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. The Commercial General Liability policy must provide bodily injury and property damage coverage for premises, operations, products and completed operations, and independent contractors. Broad Form Commercial General Liability coverage, or its equivalent shall provide at least, broad form contractual liability applicable to this tariff, as well as personal injury liability and broad form property damage liability. Coverage must be written on an occurrence type basis. The Business Auto policy must include coverage for bodily injury and property damage arising out of the operation, maintenance, or use of owned, non-owned, and hired autos including non-ownership employee use. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverage. Worker's Compensation must be provided as legally required and must include Employers Liability coverage of at least \$100,000 each person-accident, \$100,000 each person-disease, \$500,000 aggregate-disease. At the option of the City, coverage must be included for the Longshore and Harbor Workers Act and Maritime (Jones) Act exposures. Required insurance policies shall be documented in Certificates of Insurance. The policies shall contain an endorsement that provides that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewable or adverse change or restriction in coverage. The City of Pensacola shall be named on each commercial general liability certificate as an Additional Insured. If required by the City, the User shall furnish copies of the User's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The User shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the User shall, upon instructions of the City, cease all operations on terminal facilities or other port-owned or operated property until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read:</p> <p>City of Pensacola Department of Risk Management Post Office Box 12910 Pensacola, FL 32521-0063</p>
241b	<p>INSURANCE – CARGO (Effective: September 15, 2005)</p>
	<p>The Port of Pensacola does not insure or provide insurance for any cargo. Any insurance required must be furnished by the party desiring such coverage.</p>
241c	<p>INSURANCE - STEVEDORES AND FREIGHT HANDLERS (Effective: September 15, 2005)</p>
	<p>Each stevedoring company or freight handler filing an application for a Stevedore License or Freight Handling Permit with the Port of Pensacola, in accordance with ITEM 276, shall furnish with such</p>

	<p>application evidence of insurance as described in ITEM 241a and as listed in Appendix A of this Tariff. Application for Stevedore License or Freight Handling Permit as well as specific policy, rules and regulations, and insurance requirements are included in Appendix A of this Tariff.</p>
242	<p>INVENTORY, REQUIREMENTS FOR (Effective: July 1, 2019)</p> <p>Each Freight Handling Licensee shall be required to submit an end-of-month inventory reflective of the last day of each calendar month for any and all cargo and commodities remaining in inventory at any General Cargo facility or warehouse. Licensees shall submit said inventory reports to the Cargo Operations Superintendent no later than the fifth (5th) day of the following month.</p> <p>An Export Cargo Inventory shall be submitted listing all commodities on hand, broken down by shipper, and at a minimum shall provide:</p> <ol style="list-style-type: none"> 1. Shipper name; 2. Commodity; 3. Date received; 4. Quantity on hand; 5. Type units; 6. Weight in pounds (board feet for export lumber); 7. Service Order #, mark, or other identifier; and 8. Location; <p>An Import Cargo Inventory shall be submitted listing all commodities on hand, broken down by shipper, and at a minimum shall provide:</p> <ol style="list-style-type: none"> 1. Vessel name with arrival date; 2. Shipper and/or Receiver name; 3. Commodity; 4. Quantity on hand; 5. Type units; 6. Weight in pounds (board feet for export lumber); 7. Bill of Lading #, mark, or other identifier; and 8. Location; <p>For all cargo sold or released to other parties, the Permittee must identify:</p> <ol style="list-style-type: none"> 1. The receiving Permittee; 2. The party responsible for payment of the Authority's charges; 3. A copy of the release instructions from the original shipper; <p>All shippers will be billed storage charges for cargoes remaining in inventory beyond the allotted FREE TIME based upon the inventory information provided by Permittees, and as such the information must be accurate and submitted as described.</p> <p>Failure to submit required documents in accordance with the stated deadlines may result in assessment of a Documentation Delinquency Penalty of \$100 per day for each day the documentation is delinquent.</p>
243	<p>LEASING OF REAL PROPERTY</p>

	<p>(Effective: July 1, 2019)</p> <p>Leasing of real property, including costs for warehouse and/or open ground storage areas, shall be negotiated on a case by case basis with the Port Director. To the extent practicable, these rates will be in conformity with the most recent land appraisals or comparable commercial real estate market assessment. However, space constraints, cargo volumes and other market conditions may dictate price changes at the discretion of the Port Director.</p> <p>Leases do not provide for paving, electricity, water, housekeeping services, maintenance, or other improvements to the area leased. These items may be provided for within the individual lease.</p> <p>All requests to lease space should be directed to the Port Director who reserves the right to employ the use of a licensed Commercial Real Estate Broker as/if warranted. Final approval for all long-term leases rests with the Pensacola City Council via formal Council action that will be presented to Council through the Mayor's Office. Port Staff will provide guidance on the Council process during initial Lease negotiations.</p>
244	<p>LESSEES' AND RENTERS' RESPONSIBILITY (Effective: September 15, 2005)</p> <p>When equipment is rented or leased to others by the Port of Pensacola, it is expressly understood that the equipment will be operated under the direction and control of the renter or lessee, and the renter or lessee shall be responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of said equipment. It is hereby understood and agreed that in the event the renter or lessee uses the operator of said equipment employed by the Port of Pensacola, such operator shall be under the direction of the renter or lessee and the operator shall be considered as the agent or servant of the renter or lessee, and the renter or lessee shall be responsible for the acts of such operator during the time of the rental or lease. It is incumbent upon the renter or lessee to make a thorough inspection and satisfy himself as to the physical condition and capacity of the unit, as well as the competency of the operator, there being no representation or warranties by the Port of Pensacola with reference to such matters.</p>
245	<p>LIABILITY: EXCULPATORY PROVISION (Effective: September 15, 2005)</p> <p>No provision or sub-rule in this tariff shall relieve or limit the PORT OF PENSACOLA from liability for its own negligence nor require any user or lessee to indemnify or hold harmless the Port of Pensacola from liability for its own negligence. ISSUED IN COMPLIANCE WITH FMC REGULATION 46 CFR §525.2 (a)(1).</p>
246	<p>LIABILITY AND PAYMENT OF CHARGES (Effective: July 1, 2019)</p> <ol style="list-style-type: none"> 1. Except as otherwise provided, all carriers, vessels, their owners, or agents, and all other users of the services or facilities of the Port are responsible for the payment of charges as provided for in this Tariff. 2. On all vessels utilizing Port facilities, the agent shall be responsible for the payment of all dockage and other terminal charges assessed against the vessel as provided for in this Tariff. The Port of Pensacola reserves the right to hold the vessel, its owners, operators, despondent owners, charterers, sub-charterers, and/or agent or sub-agent liable for payment of all terminal charges not otherwise paid. 3. The arrest or attachment of any vessel by court order will not relieve or diminish the responsibility of the agent for the payment of dockage and related port terminal charges. The arrest or

attachment of any cargo by court order will not relieve or diminish the responsibility of the party booking the cargo for the payment of all terminal charges including, but not limited to handling, storage and wharfage, assessed by the Port in accordance with the provisions of this Tariff.

4. All invoices are due upon presentation. Presentation of invoice shall be deemed to occur and user's financial responsibility to port for payment of invoice shall commence when port deposits invoice in United States mail service. The Port of Pensacola, at its option, may at any time extend credit to any user conducting business with the Port pursuant to provisions of this Tariff or amendments or re-issues thereof subject to user establishing and maintaining a single transaction or period or annual surety bond with the corporate surety acceptable to the Port, and in an amount equal to 125% of maximum liability. The form and contract of such bond shall be acceptable to the Port.
5. [All handling charges](#) will be billed by the applicable licensed cargo handler with payment in full to be remitted to the cargo handler. The port shall bill to all cargo handlers the applicable cargo handling franchise fee(s) as described in [ITEM 222](#) of this Tariff with these funds to be remitted to the Port by the cargo handler in accordance with the payment terms as set out in this [ITEM 246](#). If, at any time, any cargo handler falls in arrears on his accounts payable to the port by 60 or more days, the port reserves the right to bill and receive payment for all handling charges and remit any amounts due to the cargo handler only after said arrearage is paid and all accounts brought current.
6. Extension and continuation of credit shall be conditioned upon payment of invoice charges within 30 days from the date of presentation.* An interest charge of 12% per annum will be assessed against unpaid invoices over 30 days for each day over 30 days and added to the amount due each month until the amount of arrearage is paid. Written notice of any invoice in dispute must be furnished to the Port of Pensacola billing department within 20 days from the date of invoice or else interest charges will apply.
7. The Port of Pensacola reserves the right to suspend or cancel the privilege of being billed on account previously granted to users who are habitually delinquent.
8. Any carrier, vessel, owner, shipper, receiver, stevedore, forwarder, agent, or other users of the Port facilities who fails to pay any invoice on the 30th day following the date on which the invoice was presented will be subject to the conditions outlined in Paragraph 9 herein below.
9. In the event of failure to pay invoices within 90 days from the date of presentation, the vessel, owner, shipper, receiver, forwarder, stevedore, agent or other user shall be placed on a cash basis under which further use of the Port facilities may be denied except upon advance payment by Cashier's/Certified Check or Wire Transfer of all charges which may be incurred under this Tariff, as estimated by the Port Director. The Port Director reserves the right to deny use of the Port's facilities to any such vessel, owner, charterer, agent, shipper, receiver, forwarder, stevedore or any user until all outstanding delinquent charges have been paid in full.
10. The Port of Pensacola reserves the right to apply any payment received against the oldest bills rendered against vessels, their owners and agents, or other users of facilities, except that payment made on behalf of specific vessels and/or owners will be applied as specified by the payor.

	<p>11. The Port of Pensacola reserves the right to estimate and collect in advance all charges which may accrue against vessels or cargo utilizing Port facilities.</p> <p>12. Issued pursuant to agreement of Gulf Port members of the GULF SEAPORTS MARINE TERMINAL CONFERENCE. Refer to ITEM 100 for further details of the CONFERENCE and its members.</p>																		
247	<p>LOCATION (Effective: July 1, 2019)</p> <p>The Port of Pensacola is situated in Pensacola Bay on the Gulf of Mexico and is located generally at latitude 30 degrees, 24 minutes north, longitude 87 degrees, 13 minutes west.</p>																		
248	<p>LOITERING ON PREMISES (Effective: September 15, 2005)</p> <p>It shall be unlawful for any person to loiter upon or in any of the terminal facilities or properties of the Port of Pensacola. It shall be unlawful for any unauthorized persons to enter cargo-handling areas.</p>																		
249	<p>LOSS CONTROL AND SAFETY (Effective: September 15, 2005)</p> <p>All Port users shall retain control over their employees, agents, servants and subcontractors, as well as control their invitees, and their activities on and about the Port and the manner in which such activities shall be undertaken and to that end, they shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the users for the protection of all persons, including employees, and property. The users shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.</p>																		
252	<p>MINIMUM BILLING CHARGES (Effective: July 1, 2019)</p> <table border="1"> <thead> <tr> <th>Billing Item(s)</th><th>Minimum Charge</th></tr> </thead> <tbody> <tr> <td>Dockage, per vessel</td><td>\$100.00</td></tr> <tr> <td>Wharfage, per shipment</td><td>\$ 50.00</td></tr> <tr> <td>Handling Franchise, per shipment</td><td>\$15.00</td></tr> <tr> <td>Shore Power, per vessel</td><td>\$ 50.00</td></tr> <tr> <td>Stevedoring Franchise, per vessel</td><td>\$150.00</td></tr> <tr> <td>Storage, per invoice</td><td>\$ 25.00</td></tr> <tr> <td>Water, per vessel</td><td>\$ 75.00</td></tr> <tr> <td>All Other Charges</td><td>\$ 25.00</td></tr> </tbody> </table>	Billing Item(s)	Minimum Charge	Dockage, per vessel	\$100.00	Wharfage, per shipment	\$ 50.00	Handling Franchise, per shipment	\$15.00	Shore Power, per vessel	\$ 50.00	Stevedoring Franchise, per vessel	\$150.00	Storage, per invoice	\$ 25.00	Water, per vessel	\$ 75.00	All Other Charges	\$ 25.00
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253	<p>NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) (Effective: October 20, 2009)</p> <p>All tenants and users shall comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) program delegated by the United States Environmental Protection Agency (EPA) to the state of Florida and administered in part by the Florida Department of Environmental Protection (FDEP). The Port and Tenants are required to be covered by a Multi-Sector Generic Permit (MSGP) which is currently identified as “co-located permittee”, and the Port shall submit the required Notice of Intent (NOI)</p>																		

	<p>to FDEP and provide a copy of the NOI and related Storm Water Pollution Prevention Plan (SWPPP) to the Tenants and users. The Port Administrative Office maintains copies of the most current SWPPP for Tenants. All Tenants and users are responsible for obtaining and maintaining a current copy of the SWPPP, as well as informing and familiarizing Tenant and user employees of the SWPPP contents and Tenant and user responsibilities there under. The Port of Pensacola has control over the establishment and implementation of all policies relating to storm water activates associated with port docks and tenant areas, including leased premises. All tenants and users shall comply with the most current version of the SWPPP and with the most current Best Management Practices (BMP) applicable to their facilities and operations contained in the document entitled “Port Pensacola BMP’s for Potential Pollutant Sources”, copies of which are available from the Port Director.</p>			
254	<p>NORMAL WORKING HOURS (Effective: September 15, 2005)</p> <p>The normal working hours of the Port of Pensacola are from 0800 hours to 1200 hours and 1300 hours to 1700 hours, Monday through Friday, holidays excepted.</p> <p>Cargo arriving at the Port by truck must be prepared for loading and/or unloading during the normal working hours of the Port unless prior special arrangements have been made and approved by the Port Director and freight handler (reference ITEM 284).</p> <p>Cargo services performed by the freight handler during other than normal working hours, holidays excepted, will be assessed 165% of the applicable charge provided for in SECTION III or the applicable schedule of rates provided for in ITEM 430 of this Tariff, whichever is greater. When such services are performed by the Port during holiday hours (reference ITEM 237) they will be assessed 250% of the applicable charge provided in SECTION III or the applicable schedule of rates provided in ITEM 430 of this Tariff, whichever is greater, when such service is performed on request.</p>			
256	<p>OILY WASTE DISPOSAL/SHIPS WASTE DISPOSAL (Effective January 1, 2015)</p> <p>Under the provision of ANNEX I of the INTERNATIONAL CONVENTION FOR THE PREVENTION OF POLLUTION FROM SHIPS, known as MARPOL 73/78, and the United States Coast Guard implementing regulation, PART 158 of TITLE 33 of the CODE of FEDERAL REGULATIONS (33 CFR 158), all terminals and ports which receive tankers or other ocean-going vessels of 400 gross tons or more must make provisions for adequate oily-waste-reception facilities. The application of the Port of Pensacola for its public wharves and facilities for a Certificate of Adequacy (COA) for reception facilities for receipt of oily waste was approved and the COA was issued February 11, 1986.</p> <p>The firms listed below have indicated to the Captain of the Port that they are interested in contracting their services in receipt of the oily waste. Listing herein does not indicate a preferential recommendation on the part of the Port of Pensacola but merely reflects the firms' desire to function in the above-mentioned capacity and the Captain of the Port's recognition of the firms with respect to the application of the Port of Pensacola. All inquiries should be directed to the Captain of the Port, United States Coast Guard. Any contractor is subject to the applicable regulations for the transfer of oil (33 CFR154.156).</p> <table><tr><td>OILY WASTE RECEPTION FACILITIES:</td></tr><tr><td>Oil Recovery Company Inc.</td></tr><tr><td>1101 S. Conception Street</td></tr></table>	OILY WASTE RECEPTION FACILITIES:	Oil Recovery Company Inc.	1101 S. Conception Street
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Oil Recovery Company Inc.				
1101 S. Conception Street				

Mobile, AL 36603

PHONE: 251-690-9010

Under the provision of ANNEX V of MARPOL 73/78 PORT RECEPTION FACILITIES FOR **SHIP'S GARBAGE** and separation onboard vessel of various waste and required. Garbage is defined as "all kinds of victual, domestic and operational waste excluding fresh fish and parts thereof, generated during the normal operation of the ship and liable to be disposed of continuously or periodically." In order to accommodate the need of shipping and commerce through facilities of the Port of Pensacola, the Port has filed an application for a Certificate of Adequacy (COA) with the Captain of the Port, United States Coast Guard, for garbage reception facilities. Applicants for berth at any facility of the Port of Pensacola shall provide, upon request, the reception facilities which meet the requirements contained in 33 CFR, PARTS 151, 158. Berth applicants shall provide a 24-hour notice of vessel's intent to discharge garbage at any facility of the Port of Pensacola and reception facilities for food, plant, meat, and other potentially infectious waste shall be provided by the berth applicant in accordance with the above and with the requirements set forth in 7 CFR 330 and 9 CFR 94.

Regulated food waste must be handled at the facility approved by the Animal and Plant Health Inspection Service (APHIS). Berth applicants or their designees shall provide the necessary reception facilities when requested to do so for other than APHIS-regulated garbage from any commercial, full-service solid waste form. The firm listed below has indicated to the Captain of the Port that it is interested in contracting its service in this regard and is approved by the United States Department of Agriculture (USDA), APHIS. The listing below does not indicate preferential recommendation on the part of the Port of Pensacola but merely reflects the company's desire to function in the above-mentioned capacity. Qualified contractors are subject to the applicable regulations for the collection and disposal of ship's waste (33 CFR, PART 151, 155, and 158; 46 CFR, PART 25).

SHIP'S REGULATED FOOD WASTE FACILITY:

GENERAL GARBAGE FACILITY:

Dockside Services Inc.

Waste Pro

2910 North Palafox Street

401 West Burgess Road

Mobile, AL 36633

Pensacola, FL 32503

PHONE: 251-438-2362

PHONE: 850-474-0800

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**PALLET RENTAL AND USAGE
(Effective: September 15, 2005)**

As a non-operating, landlord port, the Port of Pensacola does not maintain available for rent or otherwise provide pallets for cargo handling operations. Licensed stevedores and cargo handlers should be prepared to provide sufficient pallets to support their operations at the Port of Pensacola. The Port expressly disclaims liability for any damages, demurrage and/or detention charges, costs, and expenses related to or arising out of any inadequate supply of pallets for cargo-handling operations at the Port. Each user (reference [ITEM 164](#)) of the Port whose use of Port facilities for cargo-handling operations causes or gives rise to damages, demurrage and/or detention charges resulting from an inadequate supply of pallets agrees to defend, indemnify and hold harmless the Port from and against any and all such damages, demurrage and/or detention charges, costs and expenses, including attorney's fees related thereto.

259	PERMIT AND FRANCHISE FEES (Effective: July 1, 2019)		
	Except as published in ITEMS 404a and 404b , the Port of Pensacola does not require the payment of a permit or franchise fee for the privilege of conducting business on Port property. Any person, firm, or business desiring to conduct business at the Port of Pensacola must obtain a Business Tax Receipt (business license) issued by the City of Pensacola before engaging in any commercial activity at the Port.		
260	PILOT SERVICE (Effective: October 20, 2009)		
	PENSACOLA BAY PILOTS provide 24-hour service for all vessels entering or leaving the Port of Pensacola. For information concerning pilotage rates, contact:		
	<u>Pilot Service</u>	<u>Pilot Name</u>	<u>Phone No.</u>
	Pensacola Bay Pilots	Capt. Brian McGee	850-481-4222
261	POTABLE WATER (Effective: September 15, 2005)		
	All berths have or are accessible to pipeline hose connections for potable water (ITEM 440).		
262	PROJECT CARGO RATES AND RATES FOR SPECIAL SERVICES (Effective: September 15, 2005)		
	Project rates and rates for special services not covered in this Tariff will be quoted upon request by the Port Director or designated stevedore or freight handler, if applicable.		
264	RADIO EQUIPMENT (Effective: September 15, 2005)		
	The following radio channels are designated for radio communication at the Port of Pensacola:		
	<u>Radio Channel</u>	<u>Use</u>	
	Channel 10	Commercial	
	Channel 12	Port Operations	
	Channel 14	Port Operations	
	Channel 16	International Distress, Safety & Calling	
265a	RESERVED (Effective: July 1, 2019)		
265b	RAILCARS - PLACING, LOADING AND UNLOADING (Effective: September 15, 2005)		
	Each freight handler will communicate directly with the delivering rail carrier and/or shippers/consignees regarding the placement of loaded railcars at the Port, the pickup of empty railcars from the Port and the loading and unloading of railcars at the Port. Each freight handler will be responsible for all railcar traffic functions (excluding shunting of railcars within Port facilities, see ITEMS 208c and 426) for all cargo it handles including, but not limited to receipt, handling and payment of demurrage bills.		
266	RAILROADS (Effective: September 15, 2005)		
	The Port of Pensacola facilities are served by the CSX Transportation Inc. (CSX) and Burlington Northern Santa Fe (BNSF) and Alabama Gulf Railroad (AGRR) by reciprocal switching arrangements.		

267	REQUIREMENT TO WORK OVERTIME (Effective: September 15, 2005)
	<p>Agents, owners, despondent owners and/or charterers of vessels which have been authorized and accepted for berthing may be required to work overtime on weekdays, Saturdays, Sundays, and Legal Holidays when ordered and to the extent determined by the Port Director in order to expedite the handling of cargo and to avoid cargo and/or vessel congestion. Such order may include the requirement to work continuously* until completion when considered necessary in the judgment of the Port Director.</p> <p>Vessels failing to arrive on schedule as published, anticipated or actual facilities congestion and transit-shed overcrowding, including railcar backlog, shall be considered justifiable reasons for requiring vessels to work overtime. All expenses incurred as a result of the requirement to work overtime shall be for the account of the vessel and the Port shall not be liable for any costs associated therewith.</p> <p>*Excluding meal periods.</p> <p>ALL DECISIONS OF THE PORT DIRECTOR ARE FINAL.</p>
268	RESPONSIBILITY FOR LOSS OR DAMAGE (Effective: September 15, 2005)
	<p>Except for its own proven negligence, the Port of Pensacola will not be responsible for any damages to or delays from freight or cargo being loaded, unloaded, handled, stored or otherwise present on its facilities; or for loss of any freight or cargo; or for any delay of same caused by or resulting from fire; flood; leakage or discharge from sprinklers, fire-protection systems, water supply pipes, gutters, or downspouts; collapse of buildings; rats, mice, termites, moths, weevils or other insects; frost; rust; mold; corrosion; evaporation; shrinkage; leakage from containers; decay; contamination; discoloration; the elements; or, insufficient notification; nor will it be responsible for any delay, loss or damage arising from insurrections, riots, commotions or strikes of any persons in its employ, or in the service of others; nor for any consequence arising therefrom; nor will it be responsible for freight or cargo on its wharves, or in its transit sheds or warehouses or in the open against the risk of theft, pilferage or non-delivery. All cargo, ships' supplies, ship's gear and equipment, regardless of its location on Port property, will remain in the care, custody and control of the vessel, its agents or the shipper and full responsibility therefore shall be assumed by the vessel, its agents or the shipper.</p>
269	RIGHT TO REFUSE CARGO (Effective: September 15, 2005)
	<p>The Port of Pensacola reserves the right, without responsibility for demurrage, detention, loss or damage attaching, to refuse to accept, receive or unload or to permit a vessel to discharge and/or load:</p> <ol style="list-style-type: none"> 1. Cargo for which previous arrangements with the Port Director for space, receiving, unloading or handling have not been made by shipper, consignee or carrier; or 2. Cargo deemed extra offensive, perishable, hazardous, or detrimental to the safety and health of the public, public property and/or adversely affecting the environment. <p>Where not prohibited by law, the movement of such articles or commodities over or in connection with facilities of the Port of Pensacola is subject strictly to the making of prior arrangement there or with and at the option and convenience of the Port of Pensacola. Loading, unloading, handling, storage and heavy-lift services required or requested on the following cargo will be subject to special quotation.</p>

	<ol style="list-style-type: none"> 1. Cargo, the value of which may be determined to be less than the probable terminal charges; 2. Cargo not packed in packages or containers suitable for ordinary handling incident to its transportation. Such cargo, however, may be repacked or reconditioned at the discretion of the Port of Pensacola; and all expense, loss or damage incident thereto will be for the account of the shipper, consignee, owner or charterer.
270	SHIPPERS REQUESTS AND COMPLAINTS (Effective: September 15, 2005)
	<p>Any interested party may initiate requests or complaints on matters relating to rates, rules and regulations contained in this Tariff by filing a statement fully documenting the request or complaint and mailing to the Port of Pensacola as follows:</p> <p>PORT OF PENSACOLA ATTN: Office of the Port Director Post Office Box 889 Pensacola FL 32594-0889</p>
271	SHUT-OUT CARGO (Effective: September 15, 2005)
	<p>The ocean carrier is responsible for the payment of all storage charges on cargo not lifted by nominated vessels as scheduled. Carriers are required to furnish statements of cargo not lifted within 5 days after departure of vessel. The Port Director reserves the right to order shut-out cargo removed from the terminal facilities at the expense and risk of the vessel, its owners and/or agents upon 24-hours notification to the vessel, its owners and/or agents (reference ITEM 228b).</p>
272	SIGNS (Effective: October 20, 2009)
	<p>Any signage erected on Port property must be approved in advance by the Port Director (or designee) and must comply with any and all locale sign ordinances and regulations.</p>
273	SMOKING (Effective: September 15, 2005)
	<p>It shall be unlawful for any person to smoke or to light any match upon or in any Port facility where such is prohibited by the Port of Pensacola, the Pensacola Fire Department or the United States Coast Guard.</p>
274	SPECIAL SERVICES (Effective: September 15, 2005)
	<p>Special services such as bulking, heavy-lift, separating, sorting, stenciling, tagging, checking, recouping, etc. will be performed and billed by general license stevedores to the party requested such service.</p>
275	STEVEDORES/FREIGHT HANDLERS and STEAMSHIP AGENTS (Effective: July 1, 2019) (C)
	<p>The Port of Pensacola requires that the loading or unloading of cargo to or from trucks, railcars, vessels and ocean-going barges from or to the place of rest be performed by stevedoring companies or freight handlers which are duly-licensed and authorized by the Port of Pensacola to perform such activities. The Port of Pensacola does not perform or arrange for any loading or unloading of cargo at the Port.</p>

All vessels engaged in coastwise and foreign trade calling at the Port of Pensacola must be represented by an agent duly-authorized to do business at the Port of Pensacola.

Licensed Stevedore/Freight Handlers

PATE STEVEDORE COMPANY (a member of the LOGISTEC family of companies)

720A South Barracks Street

Pensacola, FL 32575

Phone: 850-438-3648 / Fax: 850-438-5214

Email: mpate@patestevedore.com

Participating steamship agents are as follows:

Steamship Agents

AZTEC MARITIME SERVICE, INC.

303 Saint Louis St.

Mobile, AL 36602

Phone: 251-432-7273

Email: ops@aztecmaritime.com

BIEHL & COMPANY

118 N. Royal St.

Suite 705

Mobile, AL 36602

Phone: 251-432-1605

Email: ops-mobile@biehlco.com

FILLETTE, GREEN SHIPPING SVC. (USA) CORP.

261 N. Conception St.

Mobile, AL 36603

Phone: 251-375-2224

Email: mob@fillettegreen.com

GENERAL STEAMSHIP CORP

118 North Royal St.

Suite 508

Mobile, AL 36602

Phone: 251-438-5071 (24 hour)

Email: mobops@gensteam.com

GREAT CIRCLE SHIPPING

3 W. Garden St.

Suite 707

Pensacola, FL 32501

Phone: 850-429-0510

Email: tom@greatcircleship.com

INCHCAPE SHIPPING SERVICES

11 N. Water St.

LOTT SHIPPING AGENCY, INC.

259 Conception St.

Mobile, AL 36601

Phone: 251-433-1621

Email: operations@lottship.com

MARITIME ENDEAVERS SHIPPING

1901 Alabama State Docks Blvd.

Building 50, Suite 109

Mobile, AL 36602

Phone: 251-434-9600

Email: ops-mobile@mescitd.com

NORTON LILLY INTERNATIONAL

One St. Louis Centre

Suite 3002

Mobile, AL 36602

Phone: 251-431-6335

Email: mob-ops@nortonlilly.com

PAGE & JONES, INC.

3902 N. 9th Ave.

Suite 3D

Pensacola, FL 32503

Phone: 850-432-4954

Email: agency@pageandjones.com

SEAGULL MARINE, INC.

115 Canvasback Dr.

St. Rose, LA 70087

Phone: 504-465-1017

Email: Ops@seagullmarine.com

WILHELMSEN SHIPS SERVICES

2614 Hals Mill Rd.

	Suite 9290 Mobile, AL 36602 Phone: 251-461-2747 Email: iss.mobile@iss-shipping.com	Mobile, AL 36606 Phone: 251-471-2661 Email: wss.mobile@wilhelmsen.com									
276	STEVEDORE LICENSE OR FREIGHT HANDLING PERMIT (Effective: July 1, 2019)										
	Each company providing stevedoring or freight handling services and desiring to do business on or in connection with the facilities of the Port of Pensacola shall file a completed Stevedore License or Freight Handling Permit Application accompanied by the necessary supporting information called for therein. See Appendix A of this Tariff for Application, Policy, Rules and Regulations and additional insurance requirements. License/Permit. Fees shall be as follows:										
	<table> <tr> <th><u>Purpose</u></th><th><u>Original Application</u></th><th><u>Annual Fee</u></th></tr> <tr> <td>Stevedore License</td><td>\$5,000.00</td><td>\$1,000.00</td></tr> <tr> <td>Freight Handling Permit (may not load and unload ships/vessels)</td><td>\$2,500.00</td><td>\$ 750.00</td></tr> </table>		<u>Purpose</u>	<u>Original Application</u>	<u>Annual Fee</u>	Stevedore License	\$5,000.00	\$1,000.00	Freight Handling Permit (may not load and unload ships/vessels)	\$2,500.00	\$ 750.00
<u>Purpose</u>	<u>Original Application</u>	<u>Annual Fee</u>									
Stevedore License	\$5,000.00	\$1,000.00									
Freight Handling Permit (may not load and unload ships/vessels)	\$2,500.00	\$ 750.00									
	From and after the effective date of this provision, no stevedoring company or freight handler, whether currently doing business on or in connection with the facilities of the Port of Pensacola or whether applying for authority to so perform, shall be permitted to conduct business thereon until such Stevedore License or Freight Handlers Application, accompanied by the appropriate application fee and other required documents, has been received and approved by the Port of Pensacola.										
277a	STORAGE INVOICES (Effective: July 1, 2019)										
	The Port of Pensacola will invoice storage charges to the agent or company shown on the manifest or fright waybill records in the Port office. When billing is rendered to an owner of cargo on instructions of the agent, such agent assumes full guarantee of the owner's credit and after 60 days will remit all unpaid charges, including delinquency penalties, to the Port of Pensacola. Changes of title for the purpose of invoicing another person or company for any or all charges contained in this Tariff will be subject to the provisions of ITEM 209 .										
	Except as otherwise provided in this Tariff, storage charges will be for the account of the cargo owner. In the event storage charges are not paid, the Port of Pensacola reserves the right to refuse to accept any future cargo from the delinquent cargo owner until such time as all outstanding storage invoices have been paid. The Port further reserves the right, at the discretion of the Port Director, to hold and refuse to release any cargo upon which there are any unpaid storage charges.										
	When a vessel fails to meet the announced date of arrival/sailing, for any reason, storage charges accruing after such date shall be assessed for the account of the vessel until the vessel commences to load.										
	Any arrangements for the payment of storage charges in conflict with the regulations stated herein must be approved in advance by the Port Director.										
277b	STORAGE, STAGING AND ASSEMBLY OF NON-CARGO AND MATERIALS (N) (Effective: May 1, 2014)										

	<p>The Port of Pensacola, at its sole discretion, shall determine what constitutes cargo and what constitutes non-cargo equipment and materials.</p> <p>Staging, storage, and assembling of non-cargo equipment and materials on Port terminal facilities will be subject to adherence to directives of the Port's Director or designee. Storage, staging and assembling of materials and equipment as required for vessel repair or alterations and other materials not deemed as cargo, will be allotted a "Free Time" period of no more than 72 hours prior to the arrival of the vessel and of not more than 72 hours after the departure of the vessel. In recognition of emergencies, congestion of facilities, or other similar factors, free time may be reduced or extended at the discretion of the Port Director, or designee.</p> <p>Free Time is defined as a specified number of days or hours during which materials and equipment may remain on wharf or terminal premises without incurring Port Charges. See ITEM 228a-228e for details.</p> <p>The Port retains the right to enter into agreement with consignees and their agents concerning rates and services relating to staging, storage and assembling of equipment materials at Port facilities.</p>
278	<p>STORM PROTECTION (Effective: September 15, 2005)</p>
	<p>The owners and/or agents of all cargo stored in open areas at the Port of Pensacola shall be responsible for securing it so as to avoid damage to it or other property resulting from hurricanes or other disturbances. If the owner and/or agents fail to provide such security, the Port of Pensacola shall have the right to secure such cargo, or order the last stevedoring company handling the cargo to protect it against such possible damage and to charge the cost thereof against the owner and/or agent of the cargo, plus 25%. The Port of Pensacola assumes no responsibility for damage to cargo resulting from hurricanes, floods or other disturbances.</p>
279	<p>SUBSTITUTION OF VESSELS (Effective: September 15, 2005)</p>
	<p>When, in the opinion of the Port Director, circumstances arise that are considered beyond the control of the steamship owner or agent and are such so as to prevent a vessel from lifting her assigned outward cargo, then another vessel may be substituted to lift such cargo, provided that the substitute vessel and/or charterer/operator accepts the loading date of the original vessel and pays all applicable charges based on such loading date.</p> <p>Once a vessel begins to load her outward cargo, any quantity of such cargo not lifted shall be classified as "shut-out cargo" (reference ITEM 271).</p>
282a	<p>TARIFF - APPLICATION AND INTERPRETATION OF (Effective: May 1, 2014)</p>
	<p>The charges, rates, rules and regulations published in this Tariff shall apply equally to all users of, and all traffic on the waterways and facilities owned by, operated by or under the jurisdiction of the Port of Pensacola, on or after the effective date of this Tariff or any supplements thereto. The Port of Pensacola reserves the right to negotiate and establish rates through separate contracts, terminal leases, or operating agreements, or to offer volume or frequency discounts as may be deemed appropriate by the Port Director.</p> <p>The Port Director shall be the sole judge to interpret and determine the applicability of any of the rates, rules, regulations or services provided for in this Tariff.</p>
282b	<p>TARIFF - CONSENT TO TERMS</p>

	(Effective: September 15, 2005)
	The use of waterways, piers, wharves, bulkheads, docks, transit sheds and/or other facilities under the jurisdiction of the Port of Pensacola shall constitute consent to the terms and conditions of this Tariff, and such use establishes an agreement regarding the port facilities to promptly pay all charges specified in this Tariff upon presentation of invoices. All users agree to be bound by and governed by all rules and regulations published herein.
283	TIDES (Effective: September 15, 2005)
	The normal mean tidal range in Pensacola Bay is 0.6'. The extreme tidal range is about 2'. Strong southeasterly winds sometimes raise the water level approximately 1' in the bay, while strong northeasterly winds lower the level about 1' in the bay.
284	TRAFFIC VIA MOTOR CARRIER (Effective: September 15, 2005)
	<p>To ensure efficiency in the use of Port facilities shippers/receivers are urged to give 24-hour advance notice of their intention to pick up cargo from or deliver cargo to the Port. The Port reserves the right to postpone the pickup or delivery of cargo until an opportune time in the event of an unscheduled request for pick-up or delivery but the Port will make every reasonable effort to accommodate all pick-up and delivery requests. Unless special arrangements have been approved by the Port Director or designated representative and the designated cargo handler, pickup and delivery activities should commence not later than 1500 hours, Monday through Friday. The freight handler is responsible for notifying the Port Director or his designated representative for approval prior to the commencement of any activity outside of normal working hours.</p> <p>The Port of Pensacola assumes no responsibility for demurrage associated with motor carrier pick-up or delivery. ITEM 245 LIABILITY, EXCULPATORY PROVISION, of this Tariff applies to this disclaimer.</p>
285	TRESPASSING (Effective: September 15, 2005)
	<p>Unless otherwise specified in a contractual agreement between a user of the Port and the Port of Pensacola, the Director of the Port of Pensacola or his designee has the authority to restrict or prohibit any person's access to any portion of Port property.</p> <p>To enhance security, promote public safety and efficient operations, the Director of the Port of Pensacola may restrict or prohibit any individual's access to any portion of Port property. This includes all land, facilities, buildings and offices; open and covered cargo storage areas; cargo sheds; all docks, including entry and exit ways; all equipment, machinery, railroad right-of-ways and roadways which are owned, controlled or operated by the Port.</p> <p>Persons entering Port facilities without proper authorization shall be considered trespassers and may be subject to civil or criminal action as appropriate. The Port Director or his designee may initiate the enforcement of the trespass laws of the State of Florida against any person or persons who the Port Director or his designee determines is a threat to the peace, security, public safety or efficient operations of the Port of Pensacola.</p>
286	TUG SERVICE (Effective: July 1, 2019)

	<p>The Port of Pensacola performs no tug assistance in docking and undocking vessels at berths or slips. Such service is performed by licensed towing companies. Port of Pensacola has a mandatory tug utilization policy. All vessels in excess of 350' LOA are required to use at least one (1) tug to assist with channel transit, docking and undocking upon arrival and departure. At the discretion of the harbor pilot when warranted by tide, current and weather conditions, vessels 399' LOA and below AND equipped with DP2 or better dynamic positioning system technology may be exempted from this mandatory tug requirement. Outside of this requirement, all other tug use shall remain at the discretion of the vessel and harbor pilot. The resident harbor tug service provider at the Port of Pensacola is Portside Marine & Towing (850-777-1285).</p>
288a	<p>VESSEL(S) - SPEED (Effective: September 15, 2005)</p>
	<p>No vessel shall proceed at a speed which will endanger other vessels or structures. Any official signs indicating limited speeds through critical portions of the waterways shall be strictly obeyed. All applicable Federal, State, and local rules and regulations apply.</p>
288b	<p>VESSEL(S) - TO VACATE (Effective: July 1, 2019)</p>
	<p>The Port may order any vessel to vacate any berth when the Port deems that the continued presence of such vessel at berth would be a potential hazard to the vessel, the berth, the Port's facilities, or the rights or property or safety of others, or would unreasonably interfere with the use of the Port's facilities by others. Such situations include, but are not limited to the following: when a potential natural disaster, such as a hurricane, tornado, earthquake or flooding, makes the continued presence of the vessel a threat to the vessel and/or the Port's facilities; when the berth is committed to others under a preferential berth arrangement or other agreement; when the vessel's cargo or other items represent a hazard to other vessels, cargo or facilities; and when the vessel refuses to work continuously to completion of its loading and/or discharge.</p> <p>The Port shall provide written notice (letter, facsimile or electronic transmission, etc.) to the vessel's agents, owners, despondent owners and/or charterers of vessels or party arranging for berthing of the vessel advising of the requirements to vacate and referring to this tariff item in the communication. The notice shall state the time that the berth must be vacated and shall be presented at least four hours prior to said time.</p> <p>If a vessel fails to vacate the berth as ordered, without reasonable excuse, it shall be responsible for any damage or expense which may be incurred by the Port and to others caused by such failure to vacate. The Port shall have the option (but not the duty) to move the vessel to other locations at the risk and expense of the vessel.</p> <p>If such movement occurs, the vessel shall hold harmless the Port for any damage or liability it may incur as a result of such movement.</p> <p>Failure to comply with an order to vacate will result in a penalty charge to the vessel of triple the applicable dockage rate. This charge shall not constitute a waiver by the Port of any greater actual damages it may sustain as a result of the vessel's failure or refusal to vacate. Refusal to vacate may result in denial of future berthing privileges.</p> <p>When a working vessel is required to vacate an assigned berth for the purpose of making way for another vessel which has preferential berthing privileges at such berth and subsequently returns to that berth to</p>

	complete loading or discharging of cargo, dockage charges will be assessed on the total time the vessel actually occupies that berth and the separate berthing's will be treated as one continual berthing.
288c	VESSEL(S) - LIGHTS AT NIGHT (Effective: July 1, 2019)
	All vessels, barges, or other water craft, while anchored in the waterways or moored at the docks of the Port of Pensacola, must at all times of the night show proper lights as determined by the U.S. Coast Guard.
288d	VESSEL(S) - MANNING OF AND MOBILE CONDITION (Effective: July 1, 2019)
	<p>Every vessel must at all times have on board at least one licensed officer in charge to take any action as may be directed by the Port Director, and every vessel must at all times be kept in a mobile condition and have on board sufficient crew members to operate or handle the vessel should movement of the vessel be ordered by the Port Director.</p> <p>Written request must be made to and approved by the Port Director prior to any complete shutdown of all propulsion machinery for repairs or otherwise.</p> <p>Vessels calling at Offshore Inland Marine's vessel modification, maintenance, repair & overhaul (MMRO) facility for 30 or more consecutive days may be exempted from the requirements of this section. Such exemption must be requested in writing by Offshore Inland and approved by the Port Director in advance of the subject vessel's scheduled arrival. Such requests must include the specific provision(s) from which the exemption is being sought, the date or dates during which the exemption is requested, and Offshore Inland's plan to address and mitigate any potential issues caused by the exemption.</p> <p>Vessels failing to comply with this provision are subject to three times the normal dockage rate as provided in ITEM 400 and subject to the provisions of ITEM 211.</p>
288e	VESSEL(S) – MOORING (Effective: September 15, 2005)
	All vessels shall be safely moored and properly secured to the dock at all times. Mooring lines are to include rat guards. The Port of Pensacola is not a bailee and does not assume any liability for improperly-moored vessels.
288f	VESSEL(S) – MOVEMENTS, REGULATION OF (Effective: September 15, 2005)
	<p>The Port of Pensacola shall regulate vessel movements within its jurisdiction by:</p> <ol style="list-style-type: none"> 1. Scheduling vessels for use of berth, anchorage or other facilities at the Port; 2. Ordering and enforcing a vessel to vacate or change position at a berth, anchorage or other facility in order to facilitate navigation, commerce or protection of other vessels or property; 3. Designating port facilities for the loading or discharging of vessels; 4. Assigning berths at wharves for arriving vessels; <p>Published pursuant to Chapter 313.22, Florida Statutes, as amended.</p>
288g	VESSEL(S) - NUISANCE CREATED BY (Effective: September 15, 2005)

	<p>No vessel shall permit excessive smoke, clean boilers, blow tubes, or create similar conditions while the vessel is in the channel, turning basin, or in a berth.</p> <p>Except as provided by law, the blowing of whistles and horns is prohibited.</p>
288h	<p>VESSEL(S) - SUBJECT TO PILOTAGE (Effective: September 15, 2005)</p>
	<ol style="list-style-type: none"> 1. All vessels, except vessels exempted by the laws of the United States or vessels drawing less than 7' of water, shall have a licensed State pilot or certified deputy pilot on board to direct the movements of the vessel when entering or leaving ports of this State; or when underway upon the navigable waters of the bays, rivers, harbors and ports. 2. Nothing contained herein shall be construed to deny the services of a licensed State pilot to a vessel otherwise exempt who applies for such service. <p>Published pursuant to Chapter 310.141, Florida Statutes, 2000.</p>
292	<p>WEIGHING (Effective: February 15, 2009)</p>
	<p>Highway scales are available at the Port of Pensacola and operated by private terminal operators. Contact information for these operators is available upon request.</p>
293	<p>WHARF CLEANING (Effective: July 1, 2019)</p>
	<p>All users of docks, wharves, sheds and other property of the Port of Pensacola shall be held responsible for cleaning of said property which they have been allowed to use or which has been assigned or leased to them, including adjacent aprons, yards open storage areas, rail tracks, roadways and gutters, as directed by the Port of Pensacola.</p> <p>If such user does not clean the docks, wharves or other property he has been using to the standards set by the Port of Pensacola within 72 hours of notice, the Port of Pensacola shall order the property cleaned and shall bill the user responsible at cost plus 20% as set forth in ITEM 430. In the case of docks, wharves and berth aprons used for vessel operations, such facilities must be cleaned to the standards set by the Port of Pensacola within 72 hours of the conclusion of vessel operations and no additional notice from the Port to the vessel's attending stevedore shall be required.</p> <p>All litter, dunnage, and refuse of all kinds must be cleaned up and disposed of at the end of each day and freight must be re-stacked as found, otherwise the work will be performed by the Port and the Port will bill the user responsible at cost plus 20% as set forth in ITEM 430.</p>
294	<p>WHARF OBSTRUCTION (Effective: July 1, 2019)</p>
	<p>Stevedore's, Port tenants and other Port users' tools, appliances, equipment, gear, vehicles or other material or objects which are not part of the cargo or other approved operations will not be permitted to remain on the wharves or terminal facilities except at the discretion of the Port Director. If such obstruction is not removed within 24 hours after notification by the Port Director, such equipment and material will be stored and <u>\$250.00</u> charged for each day it remains unclaimed; together with expense of removal, storage or sale.</p>
295	<p>WHARF/TERMINAL LIGHTS; TRANSIT SHED USE (Effective: July 1, 2019)</p>

	<p>Transit sheds are open for business from 0800 hours to 1700 hours, Monday through Friday, excluding holidays. Requests to utilize sheds on weekends, holidays, and before 0800 hours or after 1700 hours must be made to the Port Operations Superintendent a minimum of four (4) hours preceding the time requested. The agent, stevedore or freight handler making the overtime request is responsible for payment of a charge amounting to \$75.00 per night or fraction thereof. Said charge includes wharf and terminal lights whether or not both are utilized by the requesting party. Nighttime operations conducted by non-cargo vessels must also be approved a minimum of four (4) hours in advance by the Port Operations Superintendent, and these operations will also be subject to a wharf and terminal lights fee of \$75.000 per night or fraction thereof. Vessels ordered to work overtime by the Port Director are exempt from this charge.</p>
296a	<p>WHARFAGE – EARNED (Effective: September 15, 2005)</p>
	<p>All cargo moved over or placed on a wharf, in transit sheds, covered storage sheds, open storage areas, shipside or on any port-owned property, land or facilities shall be considered to have earned wharfage when so placed and wharfage will be collected on it whether or not it is eventually loaded on a vessel.</p> <p>No wharfage charges will be assessed on ships' stores.</p>
296b	<p>WHARFAGE – RATE FOR CARGO MOVING DIRECTLY BETWEEN WATER AND WATER CARRIER (Effective: September 15, 2005)</p>
	<p>Half-wharfage is applicable on any commodity being loaded or unloaded directly between vessels and barges or any combination thereof.</p>
296c	<p>WHARFAGE – RATE FOR TRANSSHIPMENT CARGO (Effective: September 15, 2005)</p>
	<p>Import cargo which is to be reshipped in waterborne commerce from the Port of Pensacola will be assessed one-half (1/2) of the applicable wharfage rate outbound.</p> <p>In order for cargo to be entitled to the transshipment cargo wharfage rate, the owner's agent must designate in writing prior to vessel arrival that such cargo is to be reshipped.</p>

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Terminal Tariff 5-A

SECTION THREE – WHARFAGE, LOADING, AND UNLOADING RATES

(All rates are per weight or measurement ton, whichever is greater, unless otherwise specified)

300	ARTICLES NOT OTHERWISE SPECIFIED (NOS) (Effective: July 1, 2019)				
		Specifications	Wharfage	Unloading	Loading
		Loose/Packages	\$2.50	\$7.00	\$7.15
		Pallets/Pre-Palletized	\$2.50	\$4.35	\$4.50
302	ALUMINUM, VIZ (Effective: July 1, 2019) PLATE, SHEET ROOFING, SCRAP WHEN IN BUNDLES OR OTHER PACKAGES WIRE OR CABLE WHEN ON REELS WEIGHING NOT LESS THAN 1,000 POUNDS				
		Specifications	Wharfage	Unloading	Loading
		To/From Trucks or Flat/Rack Cars	\$2.00	\$3.50	\$3.50
		To/From Boxcars	\$2.00	\$5.55	\$5.55
306	BAGGED PRODUCTS, VIZ (Effective: July 1, 2019)				
	GRAIN, GRAIN PRODUCTS, GRAIN FLOUR OR MEAL, BEANS, LENTILS, PEAS, OTHER BAGGED PRODUCTS	Specifications	Wharfage	Unloading	Loading
		Bags/Sacks/Packages –	\$1.50	\$7.00	\$7.00
		Palletized – Flatbed Truck Loading Only	\$1.50	\$3.50	\$3.50
	Product	Specifications	Wharfage	Unloading	Loading
	MILK: (DEHYDRATED/POWERED)	Bags/Sacks/Packages	\$1.50	\$7.00	\$7.00
		Palletized – Flatbed Truck Loading Only	\$1.50	\$3.50	\$3.50
	ROLLED OATS	Bags/Sacks/Packages	\$1.50	\$7.00	\$7.00
	RICE/RICE PRODUCTS	Bags/Sacks/Packages	\$1.50	\$7.00	\$7.00
	MISCELLANEOUS (NOS)	Bags/Sacks/Packages	\$1.75	\$7.00	\$7.00
		Pallets/Pre-Palletized	\$1.75	\$3.50	\$3.50
308	BEVERAGES (Effective: July 1, 2019)				
		Specifications	Wharfage	Unloading	Loading
		All Kinds	\$2.00	\$4.35	\$4.50
310	BULK MATERIALS, DRY (Effective: July 1, 2019)				
	Product	Specifications	Wharfage	Unloading	Loading
	NOT OTHERWISE SPECIFIED (NOS)	Railroad Cars/Dump Trucks	\$2.00	\$5.00	\$5.00

	AGGREGATE, VIZ. (LIMESTONE/GRANITE/DREDGE MATERIAL/RIP RAP/ROCK)	From Self-Unloading Vessels To or From Railcars/Trucks	\$0.75	\$3.00	\$3.00
	BAUXITE	From Self-Unloading Vessels To or From Railcars/Trucks	\$2.00	\$5.00	\$5.00
	CEMENT/CEMENT PRODUCTS, GYPSUM ROCK, PUMICE, SALT AND ALL OTHER	Bulk Covered Hopper Cars/Dump Trucks	\$2.00	\$5.00	\$5.00
312	COTTON/COTTON LINTERS/RESINS IN BALES (Effective: July 1, 2019)				
		<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
		Railcars/Vans/Flatbed Trucks	\$2.00	\$6.00	\$6.00
314	IRON/STEEL ARTICLES, VIZ (Effective: July 1, 2019) ANGLES, BARS, BEAMS, BILLETS, CHANNELS, COILS, FLANGES, FLATS, PILING, PIPE, PLATES, RAILS, REBAR'S, ROUNDS, SLABS, AND TIN PLATE				
		<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
		Lifts/Bundles – To/From Flatbed Trucks; Proper Skids/Dunnage and Bundled/Packaged Properly for Forklift Equipment;	\$1.90	\$3.20	\$3.20
		To/From Source (Other Than Flat Cars/Flatbed Trucks); Requiring Use of Crane; Proper Dunnage and Bundled/Packaged Properly for Wire Slings.	\$1.90	\$3.65	\$3.65
	NOTE: In connection with above rates and charges, iron or steel articles such as flat stack, angles, reinforcing bars, foot lengths, or other articles that are not sufficiently packaged or reinforced to prevent bending or other damage when handled with forklift, trucks or cranes, will be handled only at owner's risk with no liability for damages resulting from to the Port of Pensacola.				
316	LIME (Effective: July 1, 2019)				
	<u>Product</u>	<u>Specifications</u>	<u>Wharfage</u>	<u>Unloading</u>	<u>Loading</u>
	LIME HYDRATE	Bags/Pallets	\$2.00	\$3.40	\$3.40
	LIME	Jumbo Sacks	\$2.00	\$1.65	\$1.95
		Bulk	\$2.00	\$5.00	\$5.00
318	LUMBER, VENEER/FOREST PRODUCTS				

(Effective: July 1, 2019)					
	Product	Specifications	Wharfage	Unloading	Loading
	LUMBER: (Uniform in Size; Unitized Requiring Only Mechanical Equipment)	All	\$2.40 Per MBF	\$3.50 Per MBF	\$3.75 Per MBF
	PLYWOOD – BUNDLES: (SHEETROCK/DRYWALL/GYPSUM BOARD, etc.)	All	\$2.40 Per MBF	\$3.50	\$3.75
	SHINGLES: (PALLETS/SKIDS)	All	\$2.00	\$3.55	\$3.80
	TIES: (RAIL/CROSS/STITCH) And TIMBERS (6x6 and over)	Flatbed Trucks/Flat Cars	\$2.00	\$3.20	\$3.45
		Open Top Cars	\$2.00	\$5.20	\$5.45
	LOGS/POLES/POSTS/PILING: (65 ft. or Less)	Flatcars/Trucks - Bundles	\$2.00	\$3.50	\$3.75
		Flatcars/Trucks - Loose	\$2.00	\$5.40	\$5.65
		Open Cars/Open Top Flatcars - in bundles	\$2.00	\$4.50	\$4.75
	LOGS/POLES/POSTS/PILING: (Over 65 ft.)	Flatcars/Trucks - Bundles	\$2.00	\$4.05	\$4.30
		Flatcars/Trucks - Loose	\$2.00	\$6.05	\$6.30
		Open Cars/Open Top Flatcars - in bundles	\$2.00	\$5.50	\$5.75
	LUMBER/PLYWOOD: (Exception)	Flatbed Trucks – Bundled and/or Packaged Properly for Fork Handling	\$2.00	\$44.00 (Per Truck)	\$47.00 (Per Truck)
320	MAGNESITE, DEAD/BURNT/CALCINED (Effective: July 1, 2019)				
	Product	Specifications	Wharfage	Unloading	Loading
	POLYBAGS	Flatbed Trucks	\$2.00	\$3.05	\$3.05
	POLYBAGS	Open Top Flatbed Trucks	\$2.00	\$3.15	\$3.15
	BULK	Covered Hopper Cars/Dump Trucks	\$2.00	\$5.00	\$5.00
322	METAL/ALLOY, VIZ (Effective: July 1, 2019) ALUMINUM (BAR, BLOCK, INGOT, PIG OR SLAB), TIN (BAR, BLOCK, PIG, SLAB), ZINC AND ZINC ALLOYS (PIG OR SPELTER) WHEN IN BUNDLES				
		Specifications	Wharfage	Unloading	Loading
		Boxcars/Vans	\$2.00	\$3.50	\$3.50
		Flatbed Trucks	\$2.00	\$2.90	\$2.90
324	PAPER/PAPER ARTICLES/WOOD PULP (Effective: July 1, 2019)				

	Product	Specifications	Wharfage	Unloading	Loading
	PAPER: (WASTE/SCRAP)	Baled	\$2.00	\$3.75	\$4.50
	FIBERBOARD/LINERBOARD/ NEWSPRINT/PULPBOARD, WRAPPING PAPER	Rolled	\$1.90	\$3.50	\$3.50
	WOOD PULP/WOOD FLOUR	Boxcars/Vans and Rolls/Other Units	\$2.00	\$3.50	\$3.50
326	RUBBER (Effective: July 1, 2019)				
	Product	Specifications	Wharfage	Unloading	Loading
	NATURAL/SYNTHETIC (Not LIQUID/LATEX)	Baled/Packaged (Not Palletized)	\$2.00	\$5.40	\$5.40
		Palletized/Unitized	\$2.00	\$3.70	\$3.70
328	VEGETABLE OILS (Effective: July 1, 2019)				
		Specifications	Wharfage	Unloading	Loading
		Barrels, Drums, Boxes or Cases	\$2.00	\$4.10	\$4.35
		Palletized for Mechanical Handling	\$2.00	\$3.50	\$3.75
330	VEHICLES, VIZ (Effective: July 1, 2019) AUTOMOBILES, BUSES, TRACTORS, TRUCKS, MOTORIZED VEHICLES, MOBILE HOMES, CRANES, RAILROAD CARS, PER UNIT, UNLESS OTHERWISE SPECIFIED				
	Product	Specifications	Wharfage	Unloading	Loading
	AUTOMOBILES AND TRUCKS		\$20.00	\$30.00	\$30.00
	TRACTORS / COMBINES / AGRICULTURAL IMPLEMENTS / MILITARY JEEPS & HUMVEES		\$20.00	\$30.00	\$30.00
	ARMORED PERSONNEL CARRIERS / MILITARY TANKS		\$35.00	\$30.00	\$30.00
	MOTOR HOMES/ MOBILE HOMES / HOUSE TRAILERS / PASSENGER BUS/SELF- PROPELLED CAMPING VEHICLE		\$75.00	\$5.00 Per ton	\$5.25 Per ton
	GRADING/ROAD MAKING MACHINERY		\$30.00	\$5.00 Per ton	\$5.25 Per ton
	RAILROAD CARS – EMPTY		\$20.00	\$5.00 Per ton	\$5.25 Per ton
	RAILROAD CARS – LOADED	Per net ton of contents	\$2.00	\$5.00	\$5.25

Terminal Tariff 5-A

SECTION FOUR – GENERAL CHARGES

400	DOCKAGE RATES (GSMTC) (Effective: February 1, 2021) All vessels subject to a <u>\$100</u> minimum:			
	ALL OCEAN-GOING VESSELS - INCLUDING OCEAN-GOING BARGES:			
	LENGTH OVERALL	LENGTH OVERALL	LENGTH OVERALL	RATE PER FOOT (*) PER 24 - HOURS
	Over (in Feet)	Not Over (in Feet)	Not Over (in Meters)	(Except as Otherwise Provided)
	0	199	60.70	\$3.21
	200	399	121.60	\$4.22
	400	499	152.10	\$5.74
	500	599	182.60	\$7.71
	600	699	213.10	\$8.95
	700	799	243.50	\$11.36
	800	899	274.20	\$13.69
	900	And Over		\$16.37
BARGES:				
		LENGTH OVERALL	LENGTH OVERALL	RATE PER 24 - HOURS
		Over (in Feet)	Not Over (in Feet)	
		0	199	\$250.00
		200	And Over	\$325.00
OTHER:				
TUGS (not serving the Port), FISHING VESSELS, PLEASURE BOATS and OTHER WATERCRAFT		LENGTH OVERALL	LENGTH OVERALL	RATE PER FOOT (*) 24 - HOURS
		Over (in Feet)	Not Over (in Feet)	
		0	And Over	\$ 4.00
(*) Reference ITEMS 221a - 221d .				
NOTE 1:				

One full day's dockage will be assessed for each 24-hour day or fraction thereof. Any vessel undocking within two (2) hours of expiration of its last 24-hour increment will not be billed an additional day's dockage.

NOTE 2:

Dockage will be computed on length overall as listed in Lloyd's Register of Shipping or Certificate of Registry or other official document deemed acceptable by the Port Director.

NOTE 3:

Ocean-going vessels in "repair" or "layup" status making application for layberth in advance of docking may be granted such ONLY if approved by the Port Director. Layberth dockage will be assessed at 75% of the applicable published tariff rate.

- 1) Vessels permitted to arrive at dock at least 24 hours prior to starting work may apply for layberth status.
- 2) Requests for layberth status will not be considered once a vessel has docked, except that vessels permitted to remain at berth after completion of work may apply for layberth status to commence upon expiration of the last billing period for that vessel's working status. Such requests MUST be made prior to the vessel sailing.

NOTE 4:

Tugs will be exempt from dockage when landing tows. Tugs waiting in assist of ocean-going barges that are working will be exempt from dockage.

NOTE 5:

The Port Director may, subject to berth availability, intended use, length of stay, absence of interference with other Port of Pensacola users and activities, and other criteria as may from time to time be established by the Port Director, grant reduction of dockage.

NOTE 6:

The Port Director may assess additional charges to vessel for various activities conducted while moored at Port of Pensacola.

**404a FRANCHISE FEES – HANDLING GENERAL LICENSE
(Effective: July 1, 2019)**

Each stevedore company and freight handler performing handling operations at the Port of Pensacola in accordance with a franchise issued by the Port, will be allowed to handle cargo and will be assessed the following charges for the privilege of cargo handling and for maintenance of facilities at the Port. Also applicable on self-loading and self-unloading vessels.

Specifications	Fee
All General Cargo (including container contents)	\$0.35 (Per Ton)
Bulk Cargo	\$0.18 (Per Ton)
Minimum Charge Per Rail Car	\$25.00 (Each)
Minimum Charge Per Truck/Van/Container/Trailer	\$6.00 each

404b FRANCHISE FEES – STEVEDORES

(Effective: July 1, 2019)

Each stevedore company loading and/or unloading vessels at the Port of Pensacola in accordance with a franchise issued by the Port will be assessed the following charges for the privilege of conducting their operations and for maintenance of facilities at the Port. Also applicable on self-unloading and self-loading vessels.

<u>Specifications</u>	<u>Fee</u>
All General Cargo (Including Container Contents)	\$0.35 (Per Ton)
Bulk Cargo	\$0.18 (Per Ton)

408

HARBOR FEES

(Effective: February 1, 2020)

All vessels engaged in foreign, coastwise or intra-coastal trade, operating at the Port of Pensacola, shall be assessed a harbor fee based upon the registered length of the vessel, to defray the expense of the administration and maintenance of the port and harbor.

LASH and SEABEE barges are exempt only when the barge-carrying vessel (mother vessel) is assessed the harbor fee.

LENGTH OVERALL	LENGTH OVERALL	RATE PER VESSEL CALL
Over (in Feet)	Not Over (in Feet)	
0	199	\$ 185.00
200	399	\$ 430.00
400	499	\$ 675.00
500	599	\$ 795.00
600	799	\$ 915.00
800	And Over	\$1,015.00

SUPPLEMENT TO HARBOR FEE

All vessels engaged in foreign, coastwise or intra-coastal trade that handle or transfer cargo in midstream or when anchored or moored to mooring facilities, including barge fleet mooring facilities, shall be assessed, in addition to the above regular harbor fees, a supplemental harbor fee of \$0.25 Per Ton, or fraction, based on the weight of the cargo so handled or transferred.

This supplement to the harbor fee shall not be applicable when vessels are docked at regular cargo handling wharves. Vessels desiring to handle or transfer such cargo in midstream must first notify the Port of Pensacola.

410

LINE-HANDLING

(Effective: July 1, 2019)

The service of line handling for mooring, unmooring and shifting of vessels is performed by service providers authorized to conduct business at the Port of Pensacola. Any concern performing line handling services at the Port of Pensacola must be insured in accordance with the policy types and limits specified in [ITEM 241a](#). Firms currently authorized to perform line handling services at the Port of Pensacola are:

	Pate Stevedore Company (850-438-3648), Portside Marine & Towing (850-777-1285), and Offshore Inland Marine (850-912-6966).	
412	PILOT BOAT FEES (Effective: September 7, 2021)	
	<p>All vessels using a Pensacola Bay Pilot shall be assessed a pilot boat fee of \$400.00 if applicable to defray the expense of capital boat replacement, operators, and maintenance fees.</p> <p>An annual increase of 5% will be added to this fee starting in 2022.</p>	
420	PASSENGER WHARFAGE RATES (Effective: July 1, 2019) (I)	
	<u>Specifications</u>	<u>Fee Per Passenger</u>
	Cruise Homeport Operations	\$15.00
	Cruise Port of Call Operations	\$10.00
	Persons aboard cargo, research or other commercial vessels booked as Passengers	\$15.00
	Ferry, day cruise, dinner cruise and other operations using Pensacola Ferry Terminal dock	\$ 5.00
426	RAILCAR SHUNTING (Effective: July 1, 2019)	
	<p>Unless otherwise specified herein, only the Port of Pensacola may shunt (switch) railcars within the terminal facilities or on Port-owned or -operated tracks, land or facilities after initial railcar placement by the rail carrier and prior to pickup of railcars by the rail carrier for removal from the Port. Shippers, consignees and freight handlers may not shunt railcars within the terminal facilities or on Port-owned or -operated tracks, lands or facilities. The first repositioning of loaded railcars to or from the working platform will be provided by the Port at no charge, if requested in a timely manner during normal working hours (ITEM 237).</p> <p>Any shunting requested after the first repositioning, or outside of normal working hours, will be assessed the following rates, plus overtime (ITEM 430) if applicable:</p>	
	<u>Specifications</u>	
		\$90.00 Per Loaded Railcar
		or
		\$450.000 Per Hour, or any fraction thereof
	<p>When the Port is required to shunt railcars alongside vessels or within the Port by means of mechanical equipment, charges for same will be assessed against ocean vessels, their owners, agents, operators, firms or party requesting such service at the following rates, plus overtime if applicable:</p>	
	<u>Specifications</u>	
		\$90.00 Per Loaded Railcar
		or
		\$450.000 Per Hour, or any fraction thereof

The party ordering shunting services shall have the option of selecting either the per-car or the hourly rate, whichever is most economical, on an order-by-order basis, at the time each order is placed. In cases where no preference is expressed at the time the service order is placed, the per-railcar rate shall automatically apply.

NORMAL WORKING HOURS (see [ITEM 254](#)):

Shippers, consignees and freight handlers desiring a railcar(s) to be shunted within the Port facilities must notify the Port Director or his designee by telephone, fax or in person of the desired shunt. The Port will

perform the requested shunt as soon after its receipt of notification as is reasonably practicable in light of all material considerations.

OUTSIDE OF NORMAL WORKING HOURS:

Shippers, consignees and freight handlers desiring a railcar(s) to be shunted within the Port facilities must notify the Port Security by telephone, fax or in person of the desired shunt. The Port will perform the requested shunt as soon after its receipt of notification as is reasonably practicable in light of all material considerations.

EXCEPTION:

Lessees and Terminal Operators owning or leasing their own railcar mover(s), track mobile(s), yard engine(s) or other railcar moving devices deemed acceptable by the Port Director, may shunt (switch) railcars consigned to their terminals utilizing their owned or leased equipment and shall do so in accordance with any and all rules, regulations, restrictions, policies or procedures that may be imposed at any time at the full discretion of the Port Director including, but not necessarily limited to, restrictions on the speed, weight or numbers of railcars permitted to be shunted in a single move. Any violation of such rules established by the Port may result in the loss of railcar shunting privileges.

Lessees and Terminal Operators conducting their own shunting in accordance with this exception assume and accept all liability and responsibility for any and all injury to persons or damage to property that may be caused as result of the actions of the Lessee or Terminal Operator or its employee(s) or agent(s), including any and all damage to tracks, switches, spurs, turnouts, and other infrastructure regardless of the condition of said infrastructure at the time the damage occurred as well as full responsibility for safely righting any and all derailments, including paying any and all costs for related emergency response that may be required.

In any and all cases of injury to person(s) or damage to property, a complete, detailed incident report shall be filed with the Port of Pensacola Cargo Operations Superintendent no later than 0830 the next regular business day. Said report shall include, at a minimum, the date, time and location of the incident, detailed narrative describing the occurrence, a detailed listing of all resulting injuries and property damage, and the full names of all equipment operator(s), signal men, watchmen, and/or shunting crew members involved, and the name and full contact information for the Lessee or Terminal Operator on whose behalf shunting operations were be conducted. All incident reports will be maintained on file with the Port of Pensacola. All incidents will be tracked and, based on incident volumes, incident severities, or a combination thereof, the Port Cargo Operations Superintendent may, at any time, revoke any operator's authority to conduct railcar shunting operations at the Port of Pensacola.

Lessees and Terminal Operators conducting their own shunting in accordance with this exception must maintain on file with the Port of Pensacola a Hold Harmless Agreement signed annually by the Lessee or Terminal Operator and all employees or agents authorized to conduct shunting on its behalf as well as a complete, up-to-date listing of all employees and agents authorized to conduct shunting activities on its behalf.

428

RAILCAR STORAGE
(Effective: June 23, 2007)

Working railcars arriving at the Port of Pensacola for either loading or discharge shall be afforded 5 calendar days free dwell time on port beginning immediately upon arrival in order to allow sufficient

	time for the railcar to be received, worked and removed from the port. After 5 calendar days, storage shall be assessed at a rate of <u>\$1.50 Per Railcar, Per Day</u> .																																	
429	RAIL TRACK USAGE & MAINTENANCE FEE (Effective: July 1, 2019) Lessees and Terminal Operators conducting their own railcar shunting in accordance with ITEM 426 shall pay to the Port a Rail Track Usage & Maintenance Fee of \$25.00 per railcar moved. Rail Track Usage & Maintenance Fees will be invoiced to Lessees and Terminal Operators at the beginning of each month for the prior month’s activity as tracked by the Port Operations Division.																																	
430	SCHEDULE OF MISCELLANEOUS LABOR RATES AND RENTAL CHARGES (Effective: July 1, 2019) The Port of Pensacola does not furnish equipment with labor or supplies, except in the event of a special emergency situation or to perform other-than-normal cargo operations. A specific request for the use of Port labor, equipment, or supplies must be submitted to and approved by the Port Director in advance. When such requests are approved by the Port Director, the following charges will be assessed: LABOR - Per Hour: <table><tr><th>Specifications</th><th>Fee</th></tr><tr><td>Supervisors</td><td>\$100.00</td></tr><tr><td>Mechanics & Equipment Operators</td><td>\$ 75.00</td></tr><tr><td>Laborers</td><td>\$ 50.00</td></tr><tr><td>Security Officers (With 30 Hours Advance Notice)</td><td>\$ 50.00</td></tr><tr><td>Security Officers (With Less Than 30 Hours Advance Notice)</td><td>\$ 75.00</td></tr></table> The rate for overtime, including Saturday and Sunday, will be 1 1/2 times the regular rate. The rate for overtime on Legal Holidays (as described in ITEM 237) will be 2 1/2 times the regular rate. Overtime will be subject to a minimum charge of 2 hours, except for Saturday, Sunday and Legal Holidays which will be subject to a minimum charge of 4 hours. After minimum has been met, billing minimum is in 1/2 hour increments. The 2-hour minimum charge will not apply to the hours between 0700 and 0800 and 1700 and 1800, weekdays. EQUIPMENT: <table><tr><th>Specifications</th><th>Per Day Fee</th><th>Per Week Fee</th></tr><tr><td>ITEM</td><td>(8 Hours)</td><td>(40 Hours)</td></tr><tr><td>Forklift (8,000 lb. Capacity)</td><td>\$225.00</td><td>\$1,100.00</td></tr><tr><td>Forklift (10,000 lb. Capacity)</td><td>\$300.00</td><td>\$1,350.00</td></tr><tr><td>Forklift Operator</td><td>\$600.00</td><td>\$2,700.00</td></tr><tr><td>Sweeper with Operator</td><td>\$750.00</td><td>\$3,300.00</td></tr><tr><td>Work Boat with Operator</td><td>\$1,200.00</td><td>\$5,400.00</td></tr></table> Sweeper/forklift with operator rental and boat with operator rental will be subject to a minimum charge of 2 hours, except for Saturday, Sunday and Legal Holidays, which will be subject to a minimum charge of 4 hours. The Port of Pensacola will not rent sweeper or boat without a Port operator. Forklift rentals commence at 0800 hours and end at 1700 hours, Monday through Friday. Forklifts will be rented with a	Specifications	Fee	Supervisors	\$100.00	Mechanics & Equipment Operators	\$ 75.00	Laborers	\$ 50.00	Security Officers (With 30 Hours Advance Notice)	\$ 50.00	Security Officers (With Less Than 30 Hours Advance Notice)	\$ 75.00	Specifications	Per Day Fee	Per Week Fee	ITEM	(8 Hours)	(40 Hours)	Forklift (8,000 lb. Capacity)	\$225.00	\$1,100.00	Forklift (10,000 lb. Capacity)	\$300.00	\$1,350.00	Forklift Operator	\$600.00	\$2,700.00	Sweeper with Operator	\$750.00	\$3,300.00	Work Boat with Operator	\$1,200.00	\$5,400.00
Specifications	Fee																																	
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Sweeper with Operator	\$750.00	\$3,300.00																																
Work Boat with Operator	\$1,200.00	\$5,400.00																																

full tank of gas and returned with a full tank. Failure to fill the tank prior to returning will result in a charge of \$6.00 Per Gallon to fill the tank.

CHARGES FOR MISCELLANEOUS SERVICES/MATERIALS

Unless otherwise specifically provided to the contrary in other Rules, Sections, or Items of the Tariff, materials and/or services of a miscellaneous nature may be supplied and/or performed by the Port of Pensacola at its option and convenience on a basis of actual cost of labor, supervision, equipment, supplies and materials, plus 20%.

434

SECURITY FEE (GSMTC) (Effective: February 1, 2020)

A security surcharge, as described in this tariff item, shall be assessed against, and collected from, all vessels, barges and cargo interests utilizing services or facilities at the Port of Pensacola in accordance with notice filed with the Federal Maritime Commission by the Gulf Seaports Marine Terminal Conference.

The security surcharge is assessed to recover costs incurred for security assessments, security plans, equipment purchase, installation and maintenance, and staffing required to implement and maintain surveillance and access controls mandated by the Maritime Transportation Security Act of 2002 and U.S. Coast Guard regulation 33 CFR 105.

At the Port's sole discretion, charges may be assessed to cargo and/or vessels for additional Security costs associated with an increase in MARSEC Level mandated by the U.S. Department of Homeland Security.

The security surcharge will be assessed against vessels and barges as a percentage of total dockage charged, and as a tonnage fee against cargo, with the exception of containers, which will be assessed on a per unit basis. The security surcharge will be assessed in addition to all other fees which may be due under this tariff as follows:

Specifications

FEE AGAINST	RATE	BASIS
Vessels/Barges	10.11%	Of Dockage

Specifications

FEE AGAINST	CARGO TYPE	RATE	BASIS
Cargo	Break Bulk	\$0.210	Per Short Ton
	Bulk (Dry/Liquid)	\$0.048	Per Short Ton
	Containers	\$4.47	Each
	Vehicles	\$1.00	Each
	Passengers	\$1.00	Each

436a **RESERVED**

436b **STORAGE CHARGES - FOR ALL COMMODITIES (INCLUDING N.O.S.)
(Effective: July 1, 2019)**

All commodities listed in [Section III](#) of this Tariff will be assessed storage in accordance with the following schedule of rates upon expiration of free time:

Specifications

	INSIDE:		
		First 15 – Day Period	\$0.30 Per Ton, Per Day
		Second 15 – Day Period	\$0.45 Per Ton, Per Day
		Thereafter	\$0.75 Per Ton, Per Day

Specifications

	OUTSIDE:		
		First 15 – Day Period	\$0.23 Per Ton, Per Day
		Second 15 – Day Period	\$0.38 Per Ton, Per Day
		Thereafter	\$0.68 Per Ton, Per Day

Specifications

	VEHICLES:	Including automobiles, buses, motorcycles, tractors, trucks, trailers, motorized vehicles, mobile homes, cranes, railroad cars (Wharfage ITEM 330) will be assessed storage in accordance with the following schedule of rates upon expiration of free time:	
		First 15 – Day Period	\$2.25 Per Vehicle, Per Day
		Thereafter	\$4.50 Per Vehicle, Per Day

440

WATER

(Effective: July 1, 2019)

Rates for fresh water delivered to vessels at berths, or other locations, shall be as follows:

<u>Specifications</u>	<u>Fees</u>
Per Ton (240 Gallons)	\$1.65
Hookup Fee/Meter Installation	\$30.00
Minimum water charge per vessel/tug/other	\$75.00

An additional fee of \$100.00 will be charged when water is requested during overtime hours.

ONLY PORT OF PENSACOLA PERSONNEL are permitted to make connections and install metering devices to fresh water pumping stations at the Port of Pensacola. The vessel's agent, captain, master or other authorized representative MUST contact Port Maintenance Department Supervisor at (850) 982-0071 a minimum of two (2) hours in advance on weekdays to schedule fresh water connections during regular working hours. Evening, weekend and holiday service must be scheduled no later than 3 p.m. local time the last regular business day proceeding the required service date.

Indicating the need to take on fresh water on berth applications is considered a courtesy notification only and DOES NOT constitute the scheduling of service.

Any vessel taking on water without proper advance scheduling or without having a metering device properly affixed at the pumping location by Port Personnel will be charged three (3) times the above rate on the vessel's total tank capacity, plus three times the overtime rate, regardless of whether water was taken on during straight-time or overtime hours.

442	WATER HOSE RENTAL (Effective: July 1, 2019)						
	<p>When the Port of Pensacola is requested to furnish a water hose, rental rates will be charged in accordance with the following schedule. All water hose made available by the vessel must be free of leaks or Port of Pensacola water hose must be used when available.</p> <p>The vessel's agent, captain, master, or other authorized representative MUST contact Port Maintenance Department Supervisor at (850) 982-0071 a minimum of two (2) hours in advance on weekdays to schedule water hose rental during regular working hours. Evening, weekend, and holiday service must be scheduled no later than 3 p.m. local time the last regular business day proceeding the required service date.</p>						
	<table> <tr> <th data-bbox="250 583 862 625"><u>Specifications</u></th><th data-bbox="862 583 1520 625"><u>Fees</u></th></tr> <tr> <td data-bbox="250 625 862 667">Per 50-Foot Section</td><td data-bbox="862 625 1520 667">\$10.00</td></tr> <tr> <td data-bbox="250 667 862 703">Minimum Charge</td><td data-bbox="862 667 1520 703">\$20.00</td></tr> </table>	<u>Specifications</u>	<u>Fees</u>	Per 50-Foot Section	\$10.00	Minimum Charge	\$20.00
<u>Specifications</u>	<u>Fees</u>						
Per 50-Foot Section	\$10.00						
Minimum Charge	\$20.00						

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Terminal Tariff 5-A

SECTION FIVE – CONTAINERS

500	CONTAINER: POINT-OF-REST (Effective: September 15, 2005)
	Except as otherwise provided in this Tariff, all container cargo will be received at and delivered to the terminal at a point-of-rest designated by the Port of Pensacola.
502	HANDLING OF CONTAINERS (Effective: September 15, 2005)
	General-license stevedores and/or freight handlers will exercise physical control and perform container-handling services over the entire time that a container is in the container-marshaling yard or on Port of Pensacola facilities.
504	INTERIM PARKING AREA (Effective: September 15, 2005)
	The term "interim parking area," as used in this Tariff shall refer to a designated parking area, when available, on the terminal where loaded or empty containers on wheels, bogeys, chassis or frames may be temporarily parked during hours or periods of time when the terminal is not open for the receipt or delivery of containers. The Port of Pensacola will not assume responsibility for loss or damage to containers or the contents thereof when placed in the interim parking area.
506	MARSHALING YARD (Effective: September 15, 2005)
	The term "marshaling yard," as used in this Tariff, shall refer to the designated area on the terminal where loaded or empty seagoing containers can be physically exchanged by the inland carrier (or its contractual agent) and the other carrier, through the controlled medium of the Port of Pensacola's marine terminal.
508	RECEIVING/DELIVERING CONTAINER (Effective: September 15, 2005)
	<p>The term "receiving or delivering container," as used in this Tariff, shall refer to physical acceptance or delivery of a container, empty or loaded, at the Port of Pensacola from or to the inland carrier, so as to facilitate physical exchange of the container between the inland carrier and the water carrier from the point-of-rest.</p> <p>Under the term "receiving or delivering container," the Port of Pensacola will, by use of its own mechanical equipment, perform the necessary interim functions to effect the physical exchange of a container between the inland carrier and the water carrier berthing at the terminal.</p>
510	RE-HANDLING CONTAINER (Effective: September 15, 2005)
	The term "re-handling container," as used in this Tariff, shall refer to the moving of a so-called "standard 20', 35' or 40' seagoing container" from or to the point-of-rest to or from a designated point on the terminal including movement to or from container freight station.
512	RELOCATION OF EMPTY CONTAINER (Effective: September 15, 2005)

	The term, "relocation of empty container," as used in this Tariff, shall refer to the removal of any empty container from a stack and placement on steamship-line-owned or leased chassis for movement to container freight station. This also applies to empty containers returned from the container freight station to the stack.
514	SEGREGATION OF CONTAINER (Effective: September 15, 2005)
	The term, "segregation of container," as used in this Tariff shall refer to the movement of a container from one location to another location in close proximity within the marshaling yard, without the use of a yard-jockey or tractor upon instructions from the vessel or its authorized agent.
516a	RECEIVING OF CONTAINER: FROM INLAND CARRIER (Effective: September 15, 2005)
	Upon instructions from the vessel and/or its authorized agent, a wheeled container will be appropriately moved into position in the container-marshaling yard by the inland motor carrier or rail carrier (or its contractual agent) or flatbed trailer by the Port of Pensacola with its own labor and mechanical equipment. In turn, the container will be grounded or stacked by the Port of Pensacola in the marshaling yard at a point-of-rest awaiting movement to the vessel. When so requested, the Port of Pensacola will inform the vessel and/or its authorized agent as to the exact location of the container. The vessel and/or its authorized agent will, in turn, remove the container from the point-of-rest in the marshaling yard and transport the container to the vessel.
516b	RECEIVING OF CONTAINER:
	HAVING DAMAGE OR VARIANCES WHICH IMPEDE NORMAL MOVEMENT (Effective: September 15, 2005)
	Seagoing containers having damage or variances which may impede normal movement with the Port of Pensacola's mechanical equipment will not be received or handled unless prior arrangements have been made with the Port Director.
518	DELIVERY OF CONTAINER TO INLAND CARRIER (Effective: September 15, 2005)
	The Port of Pensacola will receive a container without wheels from the vessel and/or its authorized agent at a point-of-rest in the container-marshaling yard for delivery to an inland motor carrier or rail carrier (or its contractual agent). The vessel and/or its authorized agent will ground or stack the container in the marshaling yard at a point-of-rest designated by the Port of Pensacola. When so requested by the vessel and/or its authorized agent, the Port of Pensacola, with its labor and mechanical equipment, will remove the container from its point-of-rest and place the container on wheels, bogeys, chassis, frames or flatbed trailer for delivery to the inland motor carrier or rail carrier (or its contractual agent).
520	TRANSFER OF CONTAINERS BETWEEN VEHICULAR CONVEYANCES (Effective: September 15, 2005)
	Upon instructions from the vessel and/or its authorized agent or shipper or consignee or their agents, the Port of Pensacola will perform transfer service between flatbed trailers and bogeys; between flatbed trailers and flatbed trailers; or, between bogeys and bogeys where the movement between vehicles does not require extensive movement by the container-handling equipment as determined by the Port of Pensacola.
522	CONTAINERS LOADED IN EXCESS OF RATED CAPACITY (Effective: September 15, 2005)

	<p>The rates, rules, regulations and charges published in this Section are not applicable to standard seagoing containers loaded in excess of their rated capacity. The Port of Pensacola will not permit its mechanical equipment designated for movement or carriage of containers) to be used in any way to lift, move, or transport a container which is loaded in excess of the container's rated capacity. Should the Port of Pensacola transport a container which is loaded in excess of the rated capacity, the party or parties requesting such use shall be held liable for all losses, claims, demands and suits for damages, including death and personal injury, including court costs and attorneys' fees, incident to or resulting from such unauthorized use.</p>	
524	<p>CHARGES FOR CONTAINER SERVICES DURING OTHER THAN NORMAL WORKING HOURS (Effective: September 15, 2005)</p>	
	<p>Rates and charges for receiving, delivering and/or re-handling containers as set forth in this Tariff are applicable only during recognized working hours and days as set forth in ITEM 237 of this Tariff.</p> <p>Upon written authorization by vessels or their agents, containers will be received, delivered and/or re-handled by the Port of Pensacola at time other than recognized work hours or days, subject to the following charges or conditions:</p> <p>One charge for receiving, delivering and/or re-handling as set forth in this Tariff will be assessed for each service performed subject to a minimum of one container per hour plus the actual total overtime cost. All charges will be for the account of the vessel or its agent.</p>	
528a	<p>FREE TIME: IMPORT CONTAINERIZED TRAFFIC (Effective: September 15, 2005)</p>	
	<p>The free time allowed for removing import containers and container cargo, inclusive of Saturdays, Sundays and legal holidays, shall be as follows:</p>	
	<p><u>Specifications</u></p>	
	Import Traffic	30 Days
	<p>On house containers, free time shall not be more than 10 days (inclusive of Saturdays, Sundays and Legal Holidays).</p>	
528b	<p>FREE TIME: EXPORT CONTAINERIZED TRAFFIC (Effective: September 15, 2005)</p>	
	<p>The free time allowed for assembling export containers and container cargo, inclusive of Saturdays, Sundays, and legal holidays, shall be as follows:</p>	
	<p><u>Specifications</u></p>	
	Export Traffic	30 Days
	<p>1. LCL TRAFFIC: Upon the request of the export shipper or its agent to the Port of Pensacola, cargo stuffed into containers at the terminal facilities may be granted extended free time not to exceed 15 days (inclusive of Saturdays, Sundays, and Legal Holidays) after loading into container, in addition to the 15-day free time provided above. Cargo upon which such extended free time has been granted shall be designated on dock receipt upon arrival at the terminal facilities as "hold on dock for consolidation." Cargo not so designated and cargo not actually consolidated into containers on the piers will not be entitled to the granting of extended free time.</p>	
	<p>2. FCL TRAFFIC:</p>	

On consolidated export container shipments, upon request of the export shipper or its agent to the Port of Pensacola, container consolidation time not to exceed 15 days (inclusive of Saturdays, Sundays, and Legal Holidays) may be granted to loaded containers in addition to the free time provided above. Containers upon which such consolidation time has been granted shall be designated on dock receipts as "hold on dock for consolidation." Containers not so designated and containers not actually consolidated on the piers will not be entitled to the granting of consolidation time. As used in this Section, "consolidated export container shipments" shall mean shipments of cargo commodities which move under a single bill-of-lading to overseas consignees in more than one TEU container.

3. Upon request of the export shipper or its agent to the Port of Pensacola, containers stuffed at the terminal facilities in accordance with Paragraph A) above, may be granted additional free time as provided for in Paragraph B, subject to availability of space on approval by the Port Director. In no instance will free time exceed 45 days (inclusive of Saturdays, Sundays, and Legal Holidays).
4. On consolidated export container shipments as defined and provided for in Paragraph A) above, upon written request by the export shipper or its agent and subject to the availability of space, containers delivered to an inland carrier by the Port of Pensacola for ultimate shipment by waterborne transportation may be granted an exemption from [ITEM 208e](#) of this Tariff, provided such charge is waived by the Port Director.
5. On house containers, free time shall not be more than 10 days (inclusive of Saturdays, Sundays and Legal Holidays).

532 **RATES AND CHARGES: CONTAINERIZED TRAFFIC**
(Effective: July 1, 2019)

The following charges apply on containers and/or chassis not exceeding 40' in length or loaded in excess of rated capacity. These charges are assessed against the vessel or its agent unless arrangements to do otherwise have been made with and approved by the Port Director.

<u>Specifications</u>				
WHARFAGE	EMPTY CONTAINERS	20' or Less	\$4.50	Per Unit
		More than 20'	\$7.50	Per Unit
<u>Specifications</u>				
WHARFAGE	LOADED CONTAINERS	Per Net Ton of Contents Only	\$2.00	
<u>Specifications</u>				
HANDLING FEES	To be quoted by the handling Stevedore			

	<p>Note 1: Receiving, delivering or handling underframes or chassis does not include any inspection for visible damage. The Port of Pensacola assumes no responsibility for condition of containers, contents therein, underframes, or road-serviceability of equipment.</p> <p>Note 2: For Handling and Stevedoring Franchise Fees applicable to container cargo, see ITEM 404a and ITEM 404b.</p> <p>Note 3: For Security Fee applicable to container cargo, see ITEM 434.</p>				
534	CONTAINER STORAGE (Effective: July 1, 2019)				
	Storage charges on containers held in excess of free time shall be as follows:				
	<u>Specifications</u>				
	EMPTY				
	Container	Less Than 21' in Length	Per 15-day period or Fraction Thereafter	\$22.00	Per Container
		Over 21' in Length	Per 15-day period or Fraction Thereafter	\$35.00	Per Container
	LOADED				
	Container	Any Size	Per 15-day period or Fraction Thereafter	\$2.50	Per Container

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Terminal Tariff 5-A

SECTION SIX – FOREIGN TRADE ZONE NO. 249

600	<p>ROLE OF THE PORT OF PENSACOLA (Effective: July 1, 2019)</p> <p>The Port of Pensacola is one of five designated sites within Foreign Trade Zone No. 249 (FTZ #249). Grantee authority for FTZ #249 is through the Pensacola-Escambia Development Commission (PEDC), which resides in the offices of the Escambia County Commission, Office of the County Administrator, 221 Palafox Place, Suite 420, Pensacola, FL 32502; telephone: (850) 595-4947.</p> <p>The role of the Port of Pensacola in the FTZ program is to market the benefits of Zone program participation to present and future port tenants, users and customers in an effort to attract new Zone users and program beneficiaries to Port facilities and other designated sites within the Zone.</p>																		
602	<p>SITE DESCRIPTIONS (Effective: September 15, 2005)</p> <p>All sites within Foreign Trade Zone #249 are designated as General Purpose Zone Sites unless otherwise specified.</p> <table><tr><th>SITE #</th><th>LOCATION</th><th>DESCRIPTION</th></tr><tr><td>1</td><td>PORT OF PENSACOLA</td><td>The entire 50-acre commercial port area owned by the City of Pensacola, excluding approximately 10 acres of dredge disposal site currently owned by the US Army Corps of Engineers.</td></tr><tr><td>2</td><td>PENSACOLA INTERNATIONAL AIRPORT</td><td>The entire 1,400-acre airport site.</td></tr><tr><td>3</td><td>PENSACOLA SHIPYARD</td><td>The entire 70-acre complex, configured for marine waterfront industrial use and zoned M-2 (Heavy Industrial) by the City of Pensacola.</td></tr><tr><td>4</td><td>SPRUCE STREET INDUSTRIAL WAREHOUSE</td><td>9.7 acres of the former Florida Drum Corp. manufacturing and warehouse facility, zoned ID-2 (Heavy Industrial) by Escambia County.</td></tr><tr><td>5</td><td>CENTURY INDUSTRIAL PARK</td><td>140-acre industrial park in northern Escambia County approximately 45 miles from the City of Pensacola, zoned industrial/mixed use by the City of Century.</td></tr></table>	SITE #	LOCATION	DESCRIPTION	1	PORT OF PENSACOLA	The entire 50-acre commercial port area owned by the City of Pensacola, excluding approximately 10 acres of dredge disposal site currently owned by the US Army Corps of Engineers.	2	PENSACOLA INTERNATIONAL AIRPORT	The entire 1,400-acre airport site.	3	PENSACOLA SHIPYARD	The entire 70-acre complex, configured for marine waterfront industrial use and zoned M-2 (Heavy Industrial) by the City of Pensacola.	4	SPRUCE STREET INDUSTRIAL WAREHOUSE	9.7 acres of the former Florida Drum Corp. manufacturing and warehouse facility, zoned ID-2 (Heavy Industrial) by Escambia County.	5	CENTURY INDUSTRIAL PARK	140-acre industrial park in northern Escambia County approximately 45 miles from the City of Pensacola, zoned industrial/mixed use by the City of Century.
SITE #	LOCATION	DESCRIPTION																	
1	PORT OF PENSACOLA	The entire 50-acre commercial port area owned by the City of Pensacola, excluding approximately 10 acres of dredge disposal site currently owned by the US Army Corps of Engineers.																	
2	PENSACOLA INTERNATIONAL AIRPORT	The entire 1,400-acre airport site.																	
3	PENSACOLA SHIPYARD	The entire 70-acre complex, configured for marine waterfront industrial use and zoned M-2 (Heavy Industrial) by the City of Pensacola.																	
4	SPRUCE STREET INDUSTRIAL WAREHOUSE	9.7 acres of the former Florida Drum Corp. manufacturing and warehouse facility, zoned ID-2 (Heavy Industrial) by Escambia County.																	
5	CENTURY INDUSTRIAL PARK	140-acre industrial park in northern Escambia County approximately 45 miles from the City of Pensacola, zoned industrial/mixed use by the City of Century.																	
604	<p>ZONE SCHEDULE INCORPORATED BY REFERENCE (Effective: September 15, 2005)</p> <p>The schedule of charges, rates, rules and regulations applicable at FTZ #249, as administered by the PEDC, is incorporated herein, in its entirety, by reference. As a designated site within FTZ #249, the Port of Pensacola and all FTZ program participants operating within or utilizing activated FTZ facilities at the Port of Pensacola are subject to all provisions of said schedule.</p>																		
606	<p>OPERATOR REQUIRED (Effective: September 15, 2005)</p>																		

	<p>The Port of Pensacola serves as a facilitator and provider of facilities only in the FTZ program and, therefore, does not serve as the Operator of its FTZ site. All users of activated FTZ areas at the Port of Pensacola are required to designate a qualified zone Operator to manage cargo flows, documentation, reporting requirements and to insure compliance with all rules, regulations, policies and procedures of the Port of Pensacola, FTZ #249, the US Foreign-Trade Zones Board, US Customs Service (or any successor thereto) and all other relevant local, state and federal regulatory agencies.</p> <p>Users may elect to become designated as their own Operator or may designate an existing Operator for this purpose, provided that, in either case, such designee is qualified under the rules and regulations of FTZ #249, the US Foreign-Trade Zones Board and the US Customs Service (or any successor thereto).</p>
608	<p>PAYMENT OF CHARGES (Effective: September 15, 2005)</p> <p>With the exception of any site annual fee as established by the PEDC as Grantee of FTZ #249, all fees, charges, rates and assessments levied by the PEDC, the US Foreign-Trade Zones Board, and/or the US Customs Service (or any successor thereto) related to FTZ program participation and operations shall be the responsibility of the User, either directly or through his designated Operator.</p> <p>In the case of fees, charges, rates and assessments billed to the account of the Port of Pensacola, the Port shall through-bill all amounts at actual cost to the appropriate User with such through bills to be subject to the standard payment terms of the Port of Pensacola as expressed in ITEM 246 of this Tariff.</p>

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Terminal Tariff 5-A

APPENDIX A – STEVEDORE FRANCHISE LICENSE/FREIGHT HANDLING PERMIT

<p>SECTION I</p>	<p>STEVEDORE LICENSE/FREIGHT HANDLING PERMIT GENERAL (Effective: January 15, 2015)</p> <p>No person, firm, corporation or other business entity shall operate as or carry on business of a stevedore or freight handler on Port facilities or on facilities otherwise controlled by the City of Pensacola, Florida unless and until such person, firm, corporation or other business entity shall first have obtained from the Port of Pensacola a license or permit issued authorizing such stevedore or freight handling activity.</p> <p>As used herein “stevedore” includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the activity of loading and/or unloading commercial cargo vessels and/or barges, providing the organization, labor, equipment and necessary expertise to load and unload said commercial cargo vessels and/or barges. General-license stevedores are automatically dually licensed as both a stevedore and freight handler.</p> <p>As used herein “freight handler” refers to and includes persons, firms, corporations, or other business entities and their subsidiaries, engaged in the physically loading or unloading of trucks or railcars, or engaged in any other cargo handling operations. Freight handlers may not load/unload commercial cargo vessels or barges.</p> <p>Terminal lessees are not required to obtain a Freight Handling Permit. They must however, if engaged in stevedore activities, obtain a Stevedore Franchise License.</p> <p>Each Stevedore License or Freight Handling Permit issued by the City of Pensacola shall be <u>non-exclusive</u> basis and no licensee or permittee has any right to serve as the sole provider of the licensed or permitted service or to any other type of exclusivity.</p>
<p>SECTION II</p>	<p>STEVEDORE LICENSE/FREIGHT HANDLING PERMIT APPLICATION POLICY (Effective: January 15, 2015)</p> <ol style="list-style-type: none"> 1. Application for license with accompanying fee shall be submitted to the Port Director. Licensing and permit fees are specified in Section V of this item. New applications may be submitted and new licenses or permits may be issued at any time during the calendar year. 2. Each applicant for a Stevedore License or Freight Handling Permit must furnish a bond or letter of credit in the penal sum of Ten Thousand Dollars (\$10,000.00) payable to the City of Pensacola which shall guarantee the licensee or permittee proper performance and compliance with the Port of Pensacola terminal tariff prior to the conduct of any business operations. In addition to the aforesaid bond or letter-of-credit, each licensee or permittee must file a Certificate of Insurance evidencing insurance coverage in the form and amounts as prescribed in the Port of Pensacola’s Terminal Tariff No. 5-A (or any revisions or reissues thereof or successors thereto): ITEM 241a, “Insurance;” ITEM 241c, “Stevedore and Freight Handling Insurance;” and Section VII of Appendix A.

	3. Cancellation of insurance or aforementioned bond or letter of credit shall be grounds for the immediate revocation of License or Permit.
SECTION III	STEVEDORE LICENSE/FREIGHT HANDLING PERMIT CONSIDERATION (Effective: September 15, 2015)
	The Port Director will review the completed application and may require the applicant to furnish any additional information deemed appropriate. The Port Director may require a personal interview with the applicant or the applicant's officers if deemed necessary. The Port Director will consider the applicant's trustworthiness; competency; financial responsibility; previous experience; whether or not the issuance of the Stevedore License or Freight Handling Permit is desirable for the productive operation of the Port of Pensacola, having specific regard for the commitment to promote commerce, generate economic activity and create employment opportunities; any new business for the Port of Pensacola which the applicant will attract; any specialized equipment or expertise for handling cargo owned by or available to the applicant; and, any other pertinent information.
SECTION IV	STEVEDORE LICENSE/FREIGHT HANDLING PERMIT ISSUANCE (Effective: January 15, 2015)
	<p><u>Stevedore License (original issue)</u></p> <ol style="list-style-type: none"> 1. If the applicant is qualified under the criteria established in Section II above, the Port Director may issue a Stevedore License. 2. Notice of the issuance of a Stevedore License by the Port Director will be filed immediately in the Office of the City Clerk where it will be available for public inspection. 3. The Port Director will send notice of the issuance to the applicant of the Stevedore License, which notice will inform the applicant of the right of any person aggrieved by the decision of the Port Director to appeal to the Mayor of the City of Pensacola and subsequently to the Pensacola City Council in accordance with the process outlined elsewhere herein. Notice of the issuance of the Stevedore License will be advertised in a general-circulation newspaper and by letter to those parties that, in the estimation of the Port Director may have cause to be aggrieved. The Stevedore License issued by the Port Director will become effective 14 days after issuance and is not subject to suspension or revocation except as specifically provided for in this Policy. 4. Any person aggrieved by the decision of the Port Director may appeal to the Mayor of the City of Pensacola by filing a written notice of appeal in the office of the City Clerk within 14 days after the date notice of issuance-decision was sent to the applicant. The notice of appeal shall set forth a short and plain statement alleging the reasons why the Port Director's decision was not in compliance with the provisions of this Policy. The City Clerk shall refer the appeal for a hearing and action by the Mayor. In the event of grievance filed, the effective date of license will be suspended until such date as the Mayor may make a ruling in the matter. 5. The Mayor will consider the properly filed appeal of any person aggrieved and will act to confirm or overturn the decision of the Port Director within 30 days of the filing of the notice of appeal.

6. Upon completion of the Mayoral appeal process outlined above, the aggrieved party may elect to further appeal to the Pensacola City Council by filing a written notice of final appeal in the Office of the City Clerk within 14 days after the date of issuance of the Mayor's appeal decision. The notice of final appeal shall set forth a short and plain statement alleging the reasons why Port Director's and Mayor's decisions were not in compliance with the provisions of this policy. The City Clerk shall refer the appeal for a hearing and action by City Council. In the event of grievance filed, the effective date of license will be suspended until such date as City Council may make a ruling in the matter.
7. City Council will consider the properly filed appeal of any person aggrieved and will act to confirm or overturn the decisions of the Port Director and Mayor at the next scheduled regular meeting of City Council following receipt of the notice of final appeal.

Freight Handling Permit (original issue)

1. If the applicant is qualified under the criteria established in [Sections II](#) and [III](#), the Port Director may issue a Freight Handling Permit.
2. Notice of the issuance of a Freight Handling Permit by the Port Director shall be filed immediately in the Office of the City Clerk where it shall be available for public inspection.
3. The process for appealing Freight Handling Permit application decisions is the same as outlined in items 4 through 7 above.

The acceptance of a Stevedore License or Freight Handling Permit shall signify the consent of the licensee or permittee to be governed by the rules and regulations published in the Port of Pensacola Terminal Tariff filed electronically on the Port of Pensacola's website (www.portofpensacola.com) in accordance with the provisions of the Ocean Shipping Reform Act of 1998.

Each firm licensed under the Stevedore License or Freight Handling Permit in accordance with the provisions with this Policy is required, as a condition of the License or Permit, to establish a local telephone number for the purpose of communicating with representatives of the Port of Pensacola and/or prospective business clients.

**SECTION
V**

**STEVEDORE LICENSE/FREIGHT HANDLING PERMIT
FEES
(Effective: July 1, 2019)**

A separate License or Permit is required for each category of business.

Stevedore License Fee

Initial Processing Fee or Reinstatement Fee (When License is Revoked)	\$5,000.00
Annual Renewal Fee	\$1,000.00

Freight Handling Permit Fee

Initial Processing Fee or Reinstatement Fee (When License is Revoked)	\$2,500.00
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	Annual Renewal Fee	\$ 750.00						
SECTION VI	STEVEDORE LICENSE AND FREIGHT HANDLING PERMIT RENEWAL APPLICATION POLICY (Effective: January 15, 2015)							
	<div><div>1.</div><div>All applications for renewal shall be submitted to the Port Director at least 45 days prior to the expiration date of the License or Permit and shall be accompanied by the Annual Renewal Fee as applicable under Section V in this item. Upon receipt of the application for renewal, the Port Director shall review the licensee or permittee past performance; financial condition; tonnage contracted or sub-contracted; and, such other matters as the Port Director deems appropriate. The Port Director may issue a renewal that the applicant meets existing criteria. If the Port Director fails to grant a renewal public hearing before the Pensacola City Council may be held to appeal the renewal denied, if requested by the applicant.</div></div> <div><div>2.</div><div>The City Manager may revoke any Stevedore License or Freight Handling Permit after due notice if he finds misconduct, neglect of duty or other cause or complaint sufficient, in his opinion, to justify such revocation. In each instance, the licensee or permittee shall be granted a public hearing before Pensacola City Council, if so desired.</div></div> <div><div>3.</div><div>No Stevedore License or Freight Handling Permit shall be transferred or assigned or otherwise used by any person other than the named Licensee or Permittee without written approval by the City Manager in advance. All applications for transfer or assignment shall be submitted to the City Manager. Prospective transferee shall provide to the City Manager an application and other information as he may request. Any person, firm, corporation or other business entity acquiring a Stevedore License or Freight Handling Permit shall demonstrate proof of being trustworthy, ready, willing and able to perform stevedore or freight handling services and shall comply with the applicable provisions of this Policy. All license and permit holders shall report any change in names and addresses of individuals and/or firms in writing to the Port Director. Any change in ownership involving more than 20% ownership in a Stevedore License or Freight Handling Permit shall be reported to the Port Director within 30 days.</div></div>							
SECTION VII	STEVEDORE LICENSE AND FREIGHT HANDLING INSURANCE (Effective: January 15, 2015) (C)							
	<p>Upon Application of Stevedore License and Freight Handling Permit under Port of Pensacola’s Terminal Tariff No. 5-A ITEM 241a “Insurance” and ITEM 241c “Stevedore and Freight Handler Insurance,” the applicant shall furnish a bond or letter-of-credit in the penal sum of Ten Thousand Dollars (\$10,000.00) payable to the City of Pensacola which shall guarantee the applicant’s proper performance and compliance with the Port of Pensacola terminal tariff prior to the conduct of any business operations. In addition to the aforesaid bond or letter-of-credit, each applicant shall file a Certificate of Insurance evidencing insurance coverage in the form and amounts as delineated below. Applicable to both Stevedore Licenses and Handling Permits except as noted:</p> <table><tr><th>TYPE OF COVERAGE</th><th>LIMITS</th></tr><tr><td>Workman’s Compensation</td><td>Statutory</td></tr><tr><td>Longshore and Harbor Workers</td><td>Statutory*</td></tr></table>		TYPE OF COVERAGE	LIMITS	Workman’s Compensation	Statutory	Longshore and Harbor Workers	Statutory*
TYPE OF COVERAGE	LIMITS							
Workman’s Compensation	Statutory							
Longshore and Harbor Workers	Statutory*							

	Stevedore Legal Liability (With City of Pensacola Listed as an <u>Additional Insured</u>)	\$ 500,000.00
	Employer's Liability	\$ 500,000.00
	Automobile	\$1,000,000.00**
	Commercial General Liability (With City of Pensacola Listed as an <u>Additional Insured</u>)	\$1,000,000.00
	Performance Bond/Letter of Credit	\$ 10,000.00
	Umbrella Coverage	To make up the difference between the policy limits of underlying policies and the total amount of coverage required.
NOTES	* Not Required for Freight Handling Permit	
	** Combined Single Limit Bodily Injury and Property Damage	
	<p>Such policy or policies shall contain a clause stating that the Insurer will not cancel or change such insurance without first giving the City of Pensacola/Port of Pensacola thirty (30) days prior written notice of intent to so cancel or change. A copy of such policy or policies of insurance, or certificates of insurance so furnished shall certify that the policy or policies comply with the requirements thereof. Under the General Liability section, policy must show Port of Pensacola/City of Pensacola as additional insured.</p> <p>The Stevedore Franchisee/Freight Handler shall also indemnify and hold harmless the City of Pensacola/Port of Pensacola, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives, and agents from any and claims, suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury , property damage, including loss of use of property, or demurrage, and reasonable attorney's fees directly or indirectly caused by, resulting from, arising out of, or occurring in connection with their presence on the Port or their operations whether arising solely out of the negligence of Stevedore Franchisee/freight Handler or not. This obligation shall not be limited by, or in any way, to any insurance coverage or by any provision in exclusion or omission from any policy of insurance.</p> <p>The Stevedore Franchisee/Freight Handler also agrees to pay on behalf of the City of Pensacola/Port of Pensacola, as well as provide a legal defense for the City of Pensacola/Port of Pensacola, both of which will be done only if and when requested by the City of Pensacola/Port of Pensacola, for all claims as described in the above paragraph. Such payment on the behalf of the City of Pensacola/Port of Pensacola shall be in addition to any and all other legal remedies available to the City of Pensacola/Port of Pensacola and shall not be considered to be the City of Pensacola/Port of Pensacola's exclusive remedy.</p> <p>Cancellation of insurance or aforementioned bond or letter-of-credit shall be grounds for immediate revocation of Stevedore License or Freight Handling Permit.</p>	

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APPLICATION – STEVEDORE FRANCHISE LICENSE/FREIGHT HANDLING PERMIT
(Effective: July 1, 2019)

1.	APPLICANT:		
2.	LOCAL MAILING ADDRESS:		
3.	MAILING ADDRESS OF CORPORATE HEADQUARTERS:		
4.	FORM OF BUSINESS ENTITY: (Check One)	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship	
5.	STATE OF INCORPORATION:	DATE OF INCORPORATION:	
6.	FLORIDA RESIDENT AGENT And ADDRESS:		
7.	TYPE OF LICENSE APPLIED FOR: (Check One)	<input type="checkbox"/> Stevedore Franchise <input type="checkbox"/> Freight Handling Permit	
8.	Has applicant ever been refused a Stevedore Franchise, Freight Handling Permit, or Bond?		<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	List previous business history, including dates and locations: (Use Additional Sheets if Necessary)		
	<u>Date</u>	<u>Previous Business History</u>	<u>Locations</u>
10.	List names and addresses of all officers, directors, and stockholders of the corporation. If said firm is sole proprietorship or partnership, list principles and their addresses and percentage of ownership: (Use Additional Sheets if Necessary)		
	<u>Position</u>	<u>Name</u>	<u>Address</u>
			<u>% of Ownership</u>
11.	Has officer, director, stockholder, or partner of Applicant ever been convicted of a felony or entered a plea of nolo contender? If so, explain:		<input type="checkbox"/> Yes <input type="checkbox"/> No
12.	List advantages you believe your company can bring to the Port of Pensacola:		

13.	<p>In support of this Application, please provide the following documents:</p> <p>1. Ownership or availability of equipment essential to the performance of proffered service, and;</p> <p>1. Insurance Certificates with City of Pensacola as additional insured (non-cancelable without 30 days notice):</p> <table border="1"> <thead> <tr> <th>TYPE</th> <th>MINIMUM</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Worker's Compensation Insurance</td> <td>Statutory</td> </tr> <tr> <td><input type="checkbox"/> Longshoreman & Harbor Works Act (Not Required for Freight Handling Permit)</td> <td>Statutory</td> </tr> <tr> <td><input type="checkbox"/> Employer's Liability Insurance (Including Jones Act)</td> <td>\$ 500,000</td> </tr> <tr> <td><input type="checkbox"/> Stevedore's Legal Liability</td> <td>\$ 500,000</td> </tr> <tr> <td><input type="checkbox"/> Commercial General Liability (Combined Single Limit Bodily Injury & Property Damage)</td> <td>\$1,000,000</td> </tr> <tr> <td><input type="checkbox"/> Umbrella (To make up the difference between the policy limits of underlying policies and the total amount of coverage required)</td> <td></td> </tr> <tr> <td>2. Performance Bond or Letter of Credit</td> <td>\$ 10,000</td> </tr> <tr> <td colspan="2">3. Enclose check for applicable license:</td> </tr> <tr> <th>TYPE</th> <th>AMOUNT</th> </tr> <tr> <td><input type="checkbox"/> Stevedore Franchise License Initial Application or Reinstatement</td> <td>\$5,000.00</td> </tr> <tr> <td><input type="checkbox"/> Stevedore Franchise License Renewal</td> <td>\$1,000.00</td> </tr> <tr> <td><input type="checkbox"/> Freight Handling Permit Initial Application or Reinstatement</td> <td>\$2,500.00</td> </tr> <tr> <td><input type="checkbox"/> Freight Handling Permit Renewal</td> <td>\$ 750.00</td> </tr> <tr> <td colspan="2">4. Financial Statements – Last two (2) years; Audited Preferred</td> </tr> </tbody> </table>			TYPE	MINIMUM	<input type="checkbox"/> Worker's Compensation Insurance	Statutory	<input type="checkbox"/> Longshoreman & Harbor Works Act (Not Required for Freight Handling Permit)	Statutory	<input type="checkbox"/> Employer's Liability Insurance (Including Jones Act)	\$ 500,000	<input type="checkbox"/> Stevedore's Legal Liability	\$ 500,000	<input type="checkbox"/> Commercial General Liability (Combined Single Limit Bodily Injury & Property Damage)	\$1,000,000	<input type="checkbox"/> Umbrella (To make up the difference between the policy limits of underlying policies and the total amount of coverage required)		2. Performance Bond or Letter of Credit	\$ 10,000	3. Enclose check for applicable license:		TYPE	AMOUNT	<input type="checkbox"/> Stevedore Franchise License Initial Application or Reinstatement	\$5,000.00	<input type="checkbox"/> Stevedore Franchise License Renewal	\$1,000.00	<input type="checkbox"/> Freight Handling Permit Initial Application or Reinstatement	\$2,500.00	<input type="checkbox"/> Freight Handling Permit Renewal	\$ 750.00	4. Financial Statements – Last two (2) years; Audited Preferred	
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15.	<p>If Applicant is owned by a holding company, list names and addresses of all officers stockholders and directors of the holding company and percentage of ownership.</p> <table border="1"> <thead> <tr> <th>Position</th> <th>Name</th> <th>Address</th> <th>% of Ownership</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>			Position	Name	Address	% of Ownership																										
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16.	<p>Does Applicant have any affiliated or subsidiary companies? If so, please list:</p>		<input type="checkbox"/> Yes <input type="checkbox"/> No																														
	<p>Company Name:</p>	<p>Address:</p>																															

17.	Provide any other information which Applicant thinks might be of value to the Port Director regarding this application (Use Separate Piece of Paper if Necessary).	
18.	Rules and Regulations Governing Stevedore/Freight Handling Operations at Port of Pensacola.	
	1.	The Stevedore Franchisee/Freight Handler shall exercise care in the performance of its operations in order to prevent injury or death to any person or damage or loss of property.
	2.	The Stevedore Franchisee/Freight Handler shall take all necessary safety and fire precautions and comply with recognized commercial and marine safety practices, procedures and regulations.
	3.	The Stevedore Franchisee/Freight Handler shall conduct its business with all necessary labor and equipment and ensure efficient and expeditious handling practices or vessel loading and discharging operations, including the appointment of at least one qualified supervisor to be present at all times while vessels are loading or unloading. In addition to the qualified supervisor, at least one responsible officer or official representative (with authority to make all operating decisions concerning the stevedoring of vessels at the PORT OF PENSACOLA shall be available for contact by the Port at all times.
	4.	The Stevedore Franchisee/Freight Handler shall cooperate fully with the Port in all respects by: <ul style="list-style-type: none"> a) Advising in advance concerning the type of vessel to be loaded or unloaded; the estimated quantity of cargo to be loaded or unloaded; any special problems known in advance; b) Determining the equipment needed for the operation, and; c) Coordinating the sequence and timing of handling or loading/unloading operations for the convenience and efficiency of the PORT OF PENSACOLA;
	5.	The Stevedore Franchisee/Freight Handler shall promptly restore terminal working areas to a safe and orderly condition upon completion of handling or stevedoring operations.
	6.	The Stevedore Franchisee/Freight Handler shall comply with all rules and regulations contained in the PORT OF PENSACOLA Terminal Tariff No. 5-A and any revisions or re-issues thereof.
	7.	The Stevedore Franchisee/Freight Handler shall observe and operate in accordance with all laws, ordinances, rules and regulations applicable in any area within the jurisdictional limits of the CITY OF PENSACOLA. Additionally, the Stevedore Franchisee/Freight Handler shall conduct, observe, operate and comply with rules and regulations promulgated by the Port Director with respect to activities on Port property including, but not limited to: <ul style="list-style-type: none"> a) Parking or driving; b) Operation of heavy equipment and protection of property, and; c) Servicing or repairing equipment;

8.	The Stevedore Franchisee/Freight Handler shall furnish Certificates of Insurance evidencing continuous coverage as delineated in ITEM 241a , ITEM 241c , and Section VII of Appendix A of this Tariff.
9.	In the event the PORT OF PENSACOLA furnishes equipment for the exclusive use of the Stevedore Franchisee/Freight Handler (subject to conditions, availability and charges), such equipment shall be under the direction and control of the Stevedore Franchisee/Freight Handler and the Stevedore Franchisee/Freight Handler is responsible for the operation thereof and assumes all risk for injuries or damages which may arise or grow out of the use or operation of such equipment except to the extent that such injuries or damages arise directly out of proven negligence by the PORT OF PENSACOLA. It is incumbent upon the Stevedore Franchisee/Freight Handler to make a thorough inspection and satisfy itself as to the physical condition and capacity of the equipment, as well as the competency of the operator, if any; there being no representation or warranty by the PORT OF PENSACOLA with respect to such matters.
10.	It is agreed that all such equipment will be properly used by the Stevedore Franchisee/Freight Handler and not subject to abuse or more-than-normal wear and tear. If there is any such abuse or more-than-normal wear and tear, the Stevedore Franchisee/Freight Handler shall pay for the damage to such equipment.
11.	Upon conclusion of the period of use, all such equipment shall be returned to the PORT OF PENSACOLA in the same condition as when received, normal wear and tear expected.
12.	It shall be incumbent upon the Stevedore Franchisee/Freight Handler to make a reasonable inspection of all accesses permitted to and from a work area and the work areas themselves to satisfy itself that these are safe places for the access and the work to be performed. There is no representation or warranty by the PORT OF PENSACOLA with respect to such matters.
13.	It is understood and agreed that Stevedore Franchisee/Freight Handler will defend, indemnify and hold harmless the City of Pensacola/Port of Pensacola for any and all demurrage and/or detention charges, including costs or attorney's fees, arising out of its freight-handling operations at the Port.

STATEMENT OF UNDERSTANDING

I attest that all information provided in this application is true and accurate to the best of my knowledge. Furthermore, I attest that I have read, understood and agree to be bound by all applicable sections of the Port of Pensacola Tariff No. 5-A and all its revisions and amendments, with particular attention to those items dealing directly with Stevedoring/Freight Handling operations.

Agreed to this _____ day of _____, 20_____.

BY: _____
(Authorized Representative – Notarized Signature Required)

(Name of Firm)

Receipt Acknowledged:

(Port Director or Authorized Representative)

(Date)



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00690

City Council

9/9/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PUBLIC HEARING: PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE - RESIDENTIAL DENSITY TRANSFERS

RECOMMENDATION:

That City Council conduct a public hearing on September 9, 2021 to consider a proposed amendment to Section 12-3-109 of the Land Development Code, pertaining to Residential Density Transfers.

HEARING REQUIRED: Public

SUMMARY:

The Comprehensive Plan Objective FLU-1.8: "Provide for effective land development opportunities while allowing for innovative solutions through the Land Development Code" was amended by the Planning Board and City Council in order to provide for density transfers between parcels as an additional means to provide flexibility within areas where redevelopment and/or affordable housing is desirable. Subsequent to City Council approval City staff prepared the necessary amendments to the Land Development Code to align with the changes made to the Comprehensive Plan.

The proposed amendment will allow for residential density transfers above the limit otherwise established by the future land use category. Per Comprehensive Plan Objective FLU-1.8, Policy FLU-1.8.3: "Density transfers shall be a direct transfer of unutilized density from a donor site to a receiving site, subject to the City's land development and density transfer regulations."

The transfer may be approved in exchange for the construction of affordable housing and as an incentive to achieve superior building and site design, preserve environmentally sensitive lands and open space and provide public benefit uses including access to the waterfront. All density transfers shall be approved by the Planning Board.

On July 2, 2019 the Planning Board recommended approval of the amendment to the Comprehensive Plan allowing for residential density transfers.

On August 10, 2021 the Planning Board recommended approval of the proposed amendment to the Land Development Code allowing for residential density transfers.

PRIOR ACTION:

August 13, 2020 - City Council approved an amendment to the Comprehensive Plan that included the addition of language allowing for residential density transfers.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/10/2021

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Proposed Ordinance No. 35-21
- 2) Planning Board Minutes August 10, 2021 - DRAFT

PRESENTATION: No

PROPOSED
ORDINANCE NO. 35-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-3-109 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, ESTABLISHING A PROCESS FOR THE APPROVAL OF RESIDENTIAL DENSITY TRANSFERS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a public hearing was held on September 9, 2021, as to amending Section 12-3-109 of the Code of the City of Pensacola, Escambia County, Florida;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-3-109 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-3-109.

Residential density bonuses. Residential density bonuses above the limit otherwise established by future land use category may be approved in exchange for the construction of affordable housing and as an incentive to achieve superior building and site design, preserve environmentally sensitive lands and open space, and provide public benefit uses including access to the waterfront. Standards for approval shall be as follows:

- (1) Density bonuses and transfers for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall not exceed 10% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.

- (2) Density transfers of up to 50% of the limit otherwise established by the land use category of the donor site may be approved for superior building and site design, preservation of archeologically and environmentally sensitive lands and open space, and provision of public benefit uses, and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- (3) Density bonuses and transfers for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall be based upon clear and convincing evidence that the proposed design will result in a superior product that is compatible with the surrounding land uses and produces a more desirable product than the same development without the bonus.
- (4) Density bonuses for the provision of affordable housing shall not exceed 25% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- (5) Density transfers of up to 50% of the limit otherwise established by land use category of the donor site may be permitted for the provision of affordable housing, and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- (6) Density bonuses and transfers for the provision of affordable housing shall be based upon ratios of the amount of affordable housing to market rate housing within a proposed residential development and shall include mechanisms to assure that the units remain affordable for a reasonable timeframe such as resale and rental restrictions and rights of first refusal.

- (7) Density transfers of up to 50% of the limit otherwise established by the land use category of the donor site may be permitted for proposed developments that are compatible with adopted neighborhood and Community Redevelopment Area plans, and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- (8) The maximum combined density bonus for superior building and site design, preservation of environmentally sensitive lands and open space, provision of public benefit uses and affordable housing provided to any single development shall not exceed 35% of the limit otherwise established by land use category.
- (9) Density transfers shall be a direct transfer of up to 100% of unutilized residential density from a donor site to a receiving site, subject to applicable land use regulations and site requirements.
- (10) All density bonuses and density transfers shall be approved by the City Planning Board.

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

August 10, 2021

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

MEMBERS ABSENT: Board Member Sampson

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Clerk Tice, Assistant City Attorney Lindsay, Senior Planner Statler, Capital Improvements Forte, Network Engineer Johnston, Help Desk Technician Russo

STAFF VIRTUAL: Planning Director Morris

OTHERS PRESENT: Jack & Cheri Sparks, Michelle MacNeil, Laurie Flynn Tankersley, Dickie & Jo Heckler, Clint Geci, Kevin Hagen

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from July 13, 2021.

New Business:

- 525 Aragon Street – Aesthetic Review – Gateway Review District
- Request for License to Use Right-of-Way - 1154 North 12th Avenue
- Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of One (1) Parcel Owned by AMR at Pensacola, Inc.
- Amendment to the Land Development Code (LDC) Allowing Density Transfer
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:15 pm with a quorum present. Assistant City Clerk Tice swore in Board members Van Hoose, Villegas, Ritz, Larson and Grundhoefer. Board Member Larson nominated Board Member Ritz for Chairperson, seconded by Board Member Grundhoefer, and it carried 5 to 0; Board Member Grundhoefer nominated Board Member Larson for Vice Chairperson, seconded by Board Member Van Hoose, and it carried 5 to 0.

Chairperson Ritz explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Larson made a motion to approve the July 13, 2021 minutes, seconded by Board Member Grundhoefer, and it carried 5 to 0.

New Business -

3. 525 Aragon Street – Aesthetic Review – Gateway Review District

Michelle MacNeil, Architect, is requesting approval for a new 2-story single-family residence with a detached garage and courtyard located at 525 Aragon Street. The structure provides a front and rear balcony as well as a pergola and patio/pool area between the residence and the detached garage. The Aragon Architectural Review Board approval letter was furnished to the Board. Staff clarified that Aragon was located within the Gateway Review District (GRD) and therefore reviewed by this Board.

Ms. MacNeil presented to the Board and explained this was a side-yard house in Aragon, and the client was hoping to build a principal building toward the front of the site and an outbuilding in the rear. Chairperson Ritz noted the comments from Mr. Crawford supporting the project and had nothing to add except that it was an aesthetically pleasing house. **Board Member Grundhoefer agreed and made a motion to approve, seconded by Board Member Larson, and it carried 5 to 0.**

4. Request for License to Use Right-of-Way – 1154 North 12th Avenue

(Board Member Powell was sworn in and joined the Board.)

Dickie Heckler is requesting approval for a License to Use (LTU) for eleven additional parking spaces within the Right-of-Way at 1154 North 12th Avenue. The additional parking being requested is in conjunction with a proposed new restaurant and includes an easement for a future City sidewalk.

Chairperson Ritz clarified the LTU would actually be on Brainerd Street. Mr. Geci presented to the Board and stated the previous use was a salon, but the current owner was converting the site to a restaurant which triggered an LTU for parking. They proposed gravel parking and addressed concerns of the Engineering Department. Chairperson Ritz explained that the applicants were requesting to use the LTU exclusively for their benefit to say they were their parking spaces, and they could control them, however, the City would still own the property. He pointed out other LTUs within that area and he had no issues with the LTU on Brainerd. He explained the Board's purview was to weigh the merits of an LTU on this parcel and not get in to the details of their site plans or parking count for this project and this meeting. He explained the City had been hesitant to have any LTU on the 12th Avenue thoroughfare.

Board Member Van Hoose verified that the LTU would change the parking lot from grass to gravel with wheel stops. Mr. Geci advised the change was to make it a more permanent parking area. Chairperson Ritz advised this item was in a C-1 zone as opposed to residential. Mr. Geci stated anything new that they proposed would require a permanent surface, and it was requested to be gravel. He stated if they could keep it as grass, they would entertain that, but Engineering had requested it be gravel. Chairperson Ritz stated anything allowed by the City for that size parking lot would be allowed since the Board could not change the LDC for parking lot design. Staff advised the Board was giving the applicant a recommendation for permission to go forward and apply to use this land since

it was City right-of-way. A recommendation could include working with Engineering for some alternative other than gravel alone. Assistant City Attorney Lindsay stated the Board's recommendations were welcome and could be considered. Staff advised Section 12.4.3(2)(b) stated parking lots with ten or less parking spaces may be surfaced with alternative surface materials which included crushed stone, gravel, or other suitable materials. Chairperson Ritz advised the Board's recommendation would be forwarded to Council to accept, reject, or modify. Mr. Geci indicated the Engineering comments involved delineating the parking slots with treated timbers. Staff advised Engineering was making sure the easement was properly recorded for pedestrian ingress, egress and conveyed to the City – there was an easement on this in case the City desired to have a sidewalk in the future. Board Member Villegas did not have a problem with the gravel but was concerned with extra gravel and areas having water runoff. Chairperson Ritz stated when going for construction permits, that issue would be reviewed by City staff since this Board did not review stormwater issues. Mr. Geci explained the stormwater threshold had been reviewed, and they were below the threshold for impervious surface.

Ms. Sparks, owner of the property next door, advised her building was formerly doctors' offices. She now has five clinicians and mental health counselors who see clients in this building. She was concerned when the effect of COVID goes away, crowded parking will return with the new project becoming a restaurant. She asked if she was allowed designated parking in front of her business and how many tables and staff would there be in the new business. Chairperson Ritz offered that the parking along 12th Avenue does not have LTUs, and she could not place signs along 12th Avenue. The number of tables in the restaurant belonged in the permitting process in determining tables to parking spaces. The Board's purview was to determine if the LTU was appropriate for Brainerd Street. Since her business had no parking, she relied on City right-of-way parking, and it was in a neighborhood where that occurred frequently. Staff clarified that since the parking spaces on 12th Avenue were adjacent to the applicants property, they would be allowed to count those spaces toward the required parking requirement, and the LTU was necessary to meet the LDC parking requirements. The LTU spaces could be controlled, but they would not be able to claim the 12th Avenue spaces for their use only.

Mr. Sparks asked about speaking to this item after the meeting, and Chairperson Ritz stated the only time this Board would discuss this item was during this meeting. The Board would make a recommendation, and the item would proceed to Council for consideration.

Mr. Heckler, co-owner of the 1154 property, stated the City indicated they had to pave, rock, or shell the LTU parking area as well as insure it; they were happy to comply and appreciated the opportunity to be in East Hill.

Board Member Grundhoefer made a motion to approve the LTU with the recommendation to Council that they work with City Engineering to allow for grass parking in lieu of gravel. Chairperson Ritz clarified the motion was to approve the LTU with the direction to ask the City Engineering staff to look into allowing grass in place of the gravel parking. Staff advised the previously stated Section 12.4.3(2)(b) referred to parking lots. Chairperson Ritz indicated the way the City applied this section, if the LTU were approved, it would become a parking lot. The motion was seconded by Board Member Powell and carried 6 to 0.

5. Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of One (1) Parcel owned by AMR at Pensacola, Inc.

AMR at Pensacola, Inc. officially requested Annexation into the City of Pensacola on June 1, 2021. The requested parcel is located on the southeast corner of the intersection of West Blount Street with North Pace Boulevard which is in an unincorporated portion of Escambia County. The proposed area for annexation is on the west border of the City and is referred to as “AMR Annexation Area.”

The AMR Annexation Area is contiguous to the City and encompasses approximately forty-four-hundredths (0.44) acres. Staff advised the request was simultaneously going before Council for 2nd reading, and the zoning and future land use goal was to be as compatible with the surrounding area as possible (the City area). R-2 zoning regulations Section 12-3-6 – Residential/office land use district, were read to the Board.

Chairperson Ritz stated he believed the intent was to build tiny homes for affordable housing on this site. It was determined this item would go as a recommendation to Council.

Mr. Hagen, President of the Board of Directors for AMR at Pensacola, Inc., advised they were gifted this property from Baptist Hospital, and their intent was to build eight (8) tiny homes. The R-2 designation made sense and worked with their plans. He advised with the annexation zoning established, they would be ready to proceed after the 2nd reading from Council. Staff confirmed the Board was solely approving the zoning district, and annexation was proceeding in Council; after annexation was complete and zoning in place, the applicants were set to move forward with their site planning. The Board’s focus was on the compatibility of the surrounding zoning which was R-2 and office. Planning Director Morris clarified that the City’s LDC already allows for tiny homes not by a specific reference but through our cumulative zoning and density allowances. Inspections submitted the appendix to the Building Code and Council approved it. That allows for tiny homes under the Building Code. State Statute requires that we bring annexed property under the City zoning or future land use districts.

Board Member Van Hoose wanted to make clear that the Board was voting to determine zoning for land currently in the county. Assistant City Attorney Lindsay advised the Board was making a recommendation of a zoning designation for land that is to be annexed; Council would make the final determination.

Board Member Grundhoefer recommended R-2 as appropriate zoning, seconded by Board Member Larson, and it carried 6 to 0.

6. Amendment to the Land Development Code (LDC) – Allowing Density Transfer

Staff stated the Board approved Amendments to the Comprehensive Plan to provide for density transfers between parcels as an additional means to provide flexibility within areas where redevelopment and/or affordable housing was desirable. Per Objective FLU 1.8 and 1.8.3, density transfers shall be a direct transfer of unutilized density from a donor site to a receiving site, subject to the City’s land development and density transfer regulations. A draft of what was approved in July 2019 was given to the Board. When changes are made to the Comprehensive Plan which sets the vision for the City, those changes are reviewed by the Department of Economic Opportunity (DEO) for the State. At that time, the DEO had asked for more specifics in the Comprehensive Plan amendments; the LDC amendments mirror what was approved in the Comprehensive Plan. In order to implement the FLU in the Comprehensive Plan, you must also update the LDC. Chairperson Ritz explained that a landowner might have a parcel that might be undesirable, and they want to take the available residential units on that property and transfer them to a piece of property which may be more desirable – the donor piece gives

up its units to the receiver piece. The Board had approved the Comprehensive Plan language and was now including that language into the LDC to become codified. Board Member Grundhoefer questioned the recent Density Bonus only going before the Building and Inspections Department. Assistant Planning Director Cannon explained that was because of the green building design which was approved by that department. The language states that “all density bonuses and density transfers shall be approved by the City Planning Board.” Appeals would proceed to the Council. Green Building Design proceeds to the Building and Inspections Department. Board Member Villegas inquired about the process for the sites to transfer. Staff advised it there were 35 dwelling units per acre, you can get a 10% density transfer which would add 3.5 more units if you demonstrate you have superior site design. The goal is to incentivize someone to come forward with a high-quality product. It would also promote a more compact and better design. Chairperson Ritz indicated the City was primarily built out, but there might be places people felt were underutilized and should have that density elsewhere. He explained that Council has asked that the Board itemize the rationale for approval or disapproval of these transfers. This applies to Medium Density Residential and greater and does not take away from the Low Density Residential. Board Member Grundhoefer pointed out the language stated approved for superior buildings and site design and preservation of archaeology and environmentally sensitive lands – listing all of the above criteria.

Vice Chairperson Larson made a motion to approve, second by Board Member Grundhoefer, and it carried 6 to 0.

Open Forum -

Discussion – Vice Chairperson Larson welcomed the new members and was glad to see such a diverse group serving on the Board.

Adjournment - With no further business, Chairperson Ritz thanked the Board 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 #: 35-21

City Council

9/9/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 35-21 - AMENDMENT TO THE LAND DEVELOPMENT CODE - RESIDENTIAL DENSITY TRANSFERS

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 35-21 on first reading.

AN ORDINANCE AMENDING SECTION 12-3-109 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, ESTABLISHING A PROCESS FOR THE APPROVAL OF RESIDENTIAL DENSITY TRANSFERS.

HEARING REQUIRED: Public

SUMMARY:

The Comprehensive Plan Objective FLU-1.8: "Provide for effective land development opportunities while allowing for innovative solutions through the Land Development Code" was amended by the Planning Board and City Council in order to provide for density transfers between parcels as an additional means to provide flexibility within areas where redevelopment and/or affordable housing is desirable. Subsequent to City Council approval City staff prepared the necessary amendments to the Land Development Code to align with the changes made to the Comprehensive Plan.

The proposed amendment will allow for residential density transfers above the limit otherwise established by the future land use category. Per Comprehensive Plan Objective FLU-1.8, Policy FLU-1.8.3: "Density transfers shall be a direct transfer of unutilized density from a donor site to a receiving site, subject to the City's land development and density transfer regulations."

The transfer may be approved in exchange for the construction of affordable housing and as an incentive to achieve superior building and site design, preserve environmentally sensitive lands and open space and provide public benefit uses including access to the waterfront. All density transfers shall be approved by the Planning Board.

On July 2, 2019 the Planning Board recommended approval of the amendment to the Comprehensive Plan allowing for residential density transfers.

On August 10, 2021 the Planning Board recommended approval of the proposed amendment to the Land Development Code allowing for residential density transfers.

PRIOR ACTION:

August 13, 2020 - City Council approved an amendment to the Comprehensive Plan that included the addition of language allowing for residential density transfers.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

8/10/2021

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Proposed Ordinance No. 35-21
- 2) Planning Board Minutes August 10, 2021

PRESENTATION: No

PROPOSED
ORDINANCE NO. 35-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-3-109 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, ESTABLISHING A PROCESS FOR THE APPROVAL OF RESIDENTIAL DENSITY TRANSFERS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a public hearing was held on September 9, 2021, as to amending Section 12-3-109 of the Code of the City of Pensacola, Escambia County, Florida;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-3-109 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-3-109.

Residential density bonuses. Residential density bonuses above the limit otherwise established by future land use category may be approved in exchange for the construction of affordable housing and as an incentive to achieve superior building and site design, preserve environmentally sensitive lands and open space, and provide public benefit uses including access to the waterfront. Standards for approval shall be as follows:

- (1) Density bonuses and transfers for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall not exceed 10% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.

- (2) Density transfers of up to 50% of the limit otherwise established by the land use category of the donor site may be approved for superior building and site design, preservation of archeologically and environmentally sensitive lands and open space, and provision of public benefit uses, and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- (3) Density bonuses and transfers for superior building and site design, preservation of environmentally sensitive lands and open space, and provision of public benefit uses shall be based upon clear and convincing evidence that the proposed design will result in a superior product that is compatible with the surrounding land uses and produces a more desirable product than the same development without the bonus.
- (4) Density bonuses for the provision of affordable housing shall not exceed 25% of the limit otherwise established by land use category and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- (5) Density transfers of up to 50% of the limit otherwise established by land use category of the donor site may be permitted for the provision of affordable housing, and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- (6) Density bonuses and transfers for the provision of affordable housing shall be based upon ratios of the amount of affordable housing to market rate housing within a proposed residential development and shall include mechanisms to assure that the units remain affordable for a reasonable timeframe such as resale and rental restrictions and rights of first refusal.

- (7) Density transfers of up to 50% of the limit otherwise established by the land use category of the donor site may be permitted for proposed developments that are compatible with adopted neighborhood and Community Redevelopment Area plans, and shall be available to residential developments in the medium density residential land use district, high density residential land use district, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.
- (8) The maximum combined density bonus for superior building and site design, preservation of environmentally sensitive lands and open space, provision of public benefit uses and affordable housing provided to any single development shall not exceed 35% of the limit otherwise established by land use category.
- (9) Density transfers shall be a direct transfer of up to 100% of unutilized residential density from a donor site to a receiving site, subject to applicable land use regulations and site requirements.
- (10) All density bonuses and density transfers shall be approved by the City Planning Board.

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

August 10, 2021

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

MEMBERS ABSENT: Board Member Sampson

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Clerk Tice, Assistant City Attorney Lindsay, Senior Planner Statler, Capital Improvements Forte, Network Engineer Johnston, Help Desk Technician Russo

STAFF VIRTUAL: Planning Director Morris

OTHERS PRESENT: Jack & Cheri Sparks, Michelle MacNeil, Laurie Flynn Tankersley, Dickie & Jo Heckler, Clint Geci, Kevin Hagen

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from July 13, 2021.

New Business:

- 525 Aragon Street – Aesthetic Review – Gateway Review District
- Request for License to Use Right-of-Way - 1154 North 12th Avenue
- Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of One (1) Parcel Owned by AMR at Pensacola, Inc.
- Amendment to the Land Development Code (LDC) Allowing Density Transfer
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:15 pm with a quorum present. Assistant City Clerk Tice swore in Board members Van Hoose, Villegas, Ritz, Larson and Grundhoefer. Board Member Larson nominated Board Member Ritz for Chairperson, seconded by Board Member Grundhoefer, and it carried 5 to 0; Board Member Grundhoefer nominated Board Member Larson for Vice Chairperson, seconded by Board Member Van Hoose, and it carried 5 to 0.

Chairperson Ritz explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Larson made a motion to approve the July 13, 2021 minutes, seconded by Board Member Grundhoefer, and it carried 5 to 0.

New Business -

3. 525 Aragon Street – Aesthetic Review – Gateway Review District

Michelle MacNeil, Architect, is requesting approval for a new 2-story single-family residence with a detached garage and courtyard located at 525 Aragon Street. The structure provides a front and rear balcony as well as a pergola and patio/pool area between the residence and the detached garage. The Aragon Architectural Review Board approval letter was furnished to the Board. Staff clarified that Aragon was located within the Gateway Review District (GRD) and therefore reviewed by this Board.

Ms. MacNeil presented to the Board and explained this was a side-yard house in Aragon, and the client was hoping to build a principal building toward the front of the site and an outbuilding in the rear. Chairperson Ritz noted the comments from Mr. Crawford supporting the project and had nothing to add except that it was an aesthetically pleasing house. **Board Member Grundhoefer agreed and made a motion to approve, seconded by Board Member Larson, and it carried 5 to 0.**

4. Request for License to Use Right-of-Way – 1154 North 12th Avenue

(Board Member Powell was sworn in and joined the Board.)

Dickie Heckler is requesting approval for a License to Use (LTU) for eleven additional parking spaces within the Right-of-Way at 1154 North 12th Avenue. The additional parking being requested is in conjunction with a proposed new restaurant and includes an easement for a future City sidewalk.

Chairperson Ritz clarified the LTU would actually be on Brainerd Street. Mr. Geci presented to the Board and stated the previous use was a salon, but the current owner was converting the site to a restaurant which triggered an LTU for parking. They proposed gravel parking and addressed concerns of the Engineering Department. Chairperson Ritz explained that the applicants were requesting to use the LTU exclusively for their benefit to say they were their parking spaces, and they could control them, however, the City would still own the property. He pointed out other LTUs within that area and he had no issues with the LTU on Brainerd. He explained the Board's purview was to weigh the merits of an LTU on this parcel and not get in to the details of their site plans or parking count for this project and this meeting. He explained the City had been hesitant to have any LTU on the 12th Avenue thoroughfare.

Board Member Van Hoose verified that the LTU would change the parking lot from grass to gravel with wheel stops. Mr. Geci advised the change was to make it a more permanent parking area. Chairperson Ritz advised this item was in a C-1 zone as opposed to residential. Mr. Geci stated anything new that they proposed would require a permanent surface, and it was requested to be gravel. He stated if they could keep it as grass, they would entertain that, but Engineering had requested it be gravel. Chairperson Ritz stated anything allowed by the City for that size parking lot would be allowed since the Board could not change the LDC for parking lot design. Staff advised the Board was giving the applicant a recommendation for permission to go forward and apply to use this land since

it was City right-of-way. A recommendation could include working with Engineering for some alternative other than gravel alone. Assistant City Attorney Lindsay stated the Board's recommendations were welcome and could be considered. Staff advised Section 12.4.3(2)(b) stated parking lots with ten or less parking spaces may be surfaced with alternative surface materials which included crushed stone, gravel, or other suitable materials. Chairperson Ritz advised the Board's recommendation would be forwarded to Council to accept, reject, or modify. Mr. Geci indicated the Engineering comments involved delineating the parking slots with treated timbers. Staff advised Engineering was making sure the easement was properly recorded for pedestrian ingress, egress and conveyed to the City – there was an easement on this in case the City desired to have a sidewalk in the future. Board Member Villegas did not have a problem with the gravel but was concerned with extra gravel and areas having water runoff. Chairperson Ritz stated when going for construction permits, that issue would be reviewed by City staff since this Board did not review stormwater issues. Mr. Geci explained the stormwater threshold had been reviewed, and they were below the threshold for impervious surface.

Ms. Sparks, owner of the property next door, advised her building was formerly doctors' offices. She now has five clinicians and mental health counselors who see clients in this building. She was concerned when the effect of COVID goes away, crowded parking will return with the new project becoming a restaurant. She asked if she was allowed designated parking in front of her business and how many tables and staff would there be in the new business. Chairperson Ritz offered that the parking along 12th Avenue does not have LTUs, and she could not place signs along 12th Avenue. The number of tables in the restaurant belonged in the permitting process in determining tables to parking spaces. The Board's purview was to determine if the LTU was appropriate for Brainerd Street. Since her business had no parking, she relied on City right-of-way parking, and it was in a neighborhood where that occurred frequently. Staff clarified that since the parking spaces on 12th Avenue were adjacent to the applicants property, they would be allowed to count those spaces toward the required parking requirement, and the LTU was necessary to meet the LDC parking requirements. The LTU spaces could be controlled, but they would not be able to claim the 12th Avenue spaces for their use only.

Mr. Sparks asked about speaking to this item after the meeting, and Chairperson Ritz stated the only time this Board would discuss this item was during this meeting. The Board would make a recommendation, and the item would proceed to Council for consideration.

Mr. Heckler, co-owner of the 1154 property, stated the City indicated they had to pave, rock, or shell the LTU parking area as well as insure it; they were happy to comply and appreciated the opportunity to be in East Hill.

Board Member Grundhoefer made a motion to approve the LTU with the recommendation to Council that they work with City Engineering to allow for grass parking in lieu of gravel. Chairperson Ritz clarified the motion was to approve the LTU with the direction to ask the City Engineering staff to look into allowing grass in place of the gravel parking. Staff advised the previously stated Section 12.4.3(2)(b) referred to parking lots. Chairperson Ritz indicated the way the City applied this section, if the LTU were approved, it would become a parking lot. The motion was seconded by Board Member Powell and carried 6 to 0.

5. Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of One (1) Parcel owned by AMR at Pensacola, Inc.

AMR at Pensacola, Inc. officially requested Annexation into the City of Pensacola on June 1, 2021. The requested parcel is located on the southeast corner of the intersection of West Blount Street with North Pace Boulevard which is in an unincorporated portion of Escambia County. The proposed area for annexation is on the west border of the City and is referred to as “AMR Annexation Area.”

The AMR Annexation Area is contiguous to the City and encompasses approximately forty-four-hundredths (0.44) acres. Staff advised the request was simultaneously going before Council for 2nd reading, and the zoning and future land use goal was to be as compatible with the surrounding area as possible (the City area). R-2 zoning regulations Section 12-3-6 – Residential/office land use district, were read to the Board.

Chairperson Ritz stated he believed the intent was to build tiny homes for affordable housing on this site. It was determined this item would go as a recommendation to Council.

Mr. Hagen, President of the Board of Directors for AMR at Pensacola, Inc., advised they were gifted this property from Baptist Hospital, and their intent was to build eight (8) tiny homes. The R-2 designation made sense and worked with their plans. He advised with the annexation zoning established, they would be ready to proceed after the 2nd reading from Council. Staff confirmed the Board was solely approving the zoning district, and annexation was proceeding in Council; after annexation was complete and zoning in place, the applicants were set to move forward with their site planning. The Board’s focus was on the compatibility of the surrounding zoning which was R-2 and office. Planning Director Morris clarified that the City’s LDC already allows for tiny homes not by a specific reference but through our cumulative zoning and density allowances. Inspections submitted the appendix to the Building Code and Council approved it. That allows for tiny homes under the Building Code. State Statute requires that we bring annexed property under the City zoning or future land use districts.

Board Member Van Hoose wanted to make clear that the Board was voting to determine zoning for land currently in the county. Assistant City Attorney Lindsay advised the Board was making a recommendation of a zoning designation for land that is to be annexed; Council would make the final determination.

Board Member Grundhoefer recommended R-2 as appropriate zoning, seconded by Board Member Larson, and it carried 6 to 0.

6. Amendment to the Land Development Code (LDC) – Allowing Density Transfer

Staff stated the Board approved Amendments to the Comprehensive Plan to provide for density transfers between parcels as an additional means to provide flexibility within areas where redevelopment and/or affordable housing was desirable. Per Objective FLU 1.8 and 1.8.3, density transfers shall be a direct transfer of unutilized density from a donor site to a receiving site, subject to the City’s land development and density transfer regulations. A draft of what was approved in July 2019 was given to the Board. When changes are made to the Comprehensive Plan which sets the vision for the City, those changes are reviewed by the Department of Economic Opportunity (DEO) for the State. At that time, the DEO had asked for more specifics in the Comprehensive Plan amendments; the LDC amendments mirror what was approved in the Comprehensive Plan. In order to implement the FLU in the Comprehensive Plan, you must also update the LDC. Chairperson Ritz explained that a landowner might have a parcel that might be undesirable, and they want to take the available residential units on that property and transfer them to a piece of property which may be more desirable – the donor piece gives

up its units to the receiver piece. The Board had approved the Comprehensive Plan language and was now including that language into the LDC to become codified. Board Member Grundhoefer questioned the recent Density Bonus only going before the Building and Inspections Department. Assistant Planning Director Cannon explained that was because of the green building design which was approved by that department. The language states that “all density bonuses and density transfers shall be approved by the City Planning Board.” Appeals would proceed to the Council. Green Building Design proceeds to the Building and Inspections Department. Board Member Villegas inquired about the process for the sites to transfer. Staff advised it there were 35 dwelling units per acre, you can get a 10% density transfer which would add 3.5 more units if you demonstrate you have superior site design. The goal is to incentivize someone to come forward with a high-quality product. It would also promote a more compact and better design. Chairperson Ritz indicated the City was primarily built out, but there might be places people felt were underutilized and should have that density elsewhere. He explained that Council has asked that the Board itemize the rationale for approval or disapproval of these transfers. This applies to Medium Density Residential and greater and does not take away from the Low Density Residential. Board Member Grundhoefer pointed out the language stated approved for superior buildings and site design and preservation of archaeology and environmentally sensitive lands – listing all of the above criteria.

Vice Chairperson Larson made a motion to approve, second by Board Member Grundhoefer, and it carried 6 to 0.

Open Forum -

Discussion – Vice Chairperson Larson welcomed the new members and was glad to see such a diverse group serving on the Board.

Adjournment - With no further business, Chairperson Ritz thanked the Board 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 #: 21-00694

City Council

9/9/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PUBLIC HEARING: ZONING MAP AND FUTURE LAND USE MAP AMENDMENT - RECENTLY ANNEXED PROPERTY - AMR PENSACOLA, INC.

RECOMMENDATION:

That City Council conduct a Public Hearing on September 9, 2021, to consider the request to amend the Zoning Map and Future Land Use Map for the parcel located on the southeast corner of the intersection of West Blount Street and North Pace Boulevard which was recently annexed into the city.

HEARING REQUIRED: Public

SUMMARY:

The City has received a request from AMR at Pensacola, Inc. to amend the City's Zoning Map and Future Land Use Map for the property located on the southeast corner of the intersection of West Blount Street and North Pace Boulevard, which is in an unincorporated portion of Escambia County. On August 12, 2021 City Council conducted the second reading for the annexation and this parcel was voluntarily annexed into the City.

The property currently does not have a designated zoning district or future land use category. The request is to designate the parcel as R-2 Residential/Office zoning district, and amend the FLUM to O, Office.

On August 10, 2021, the Planning Board recommended approval of the request with a 6:0 vote.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

8/10/2021

STAFF CONTACT:

Keith Wilkins, City Administrator




Kerrith Fiddler, Deputy City Administrator - Community Development

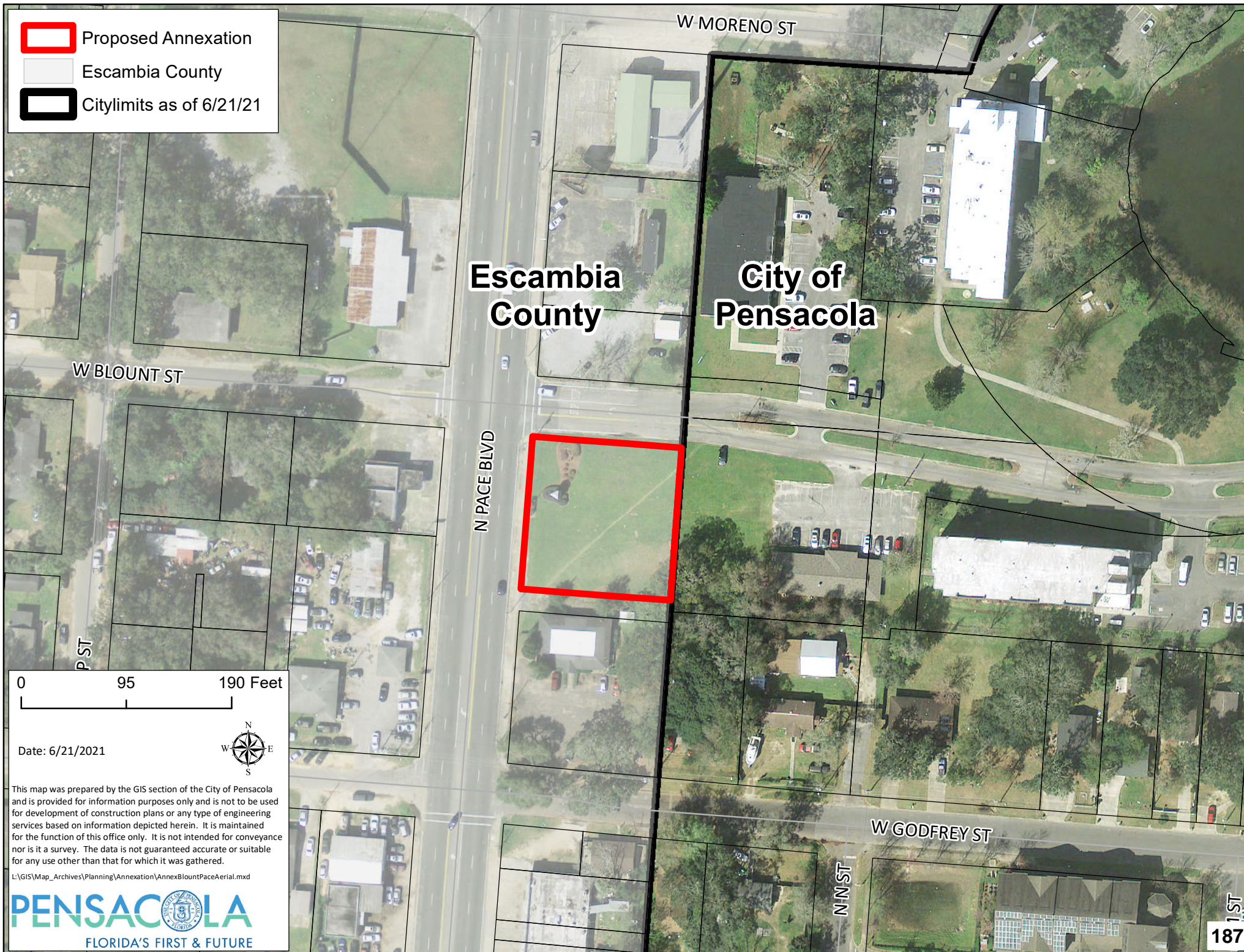
Sherry Morris, AICP, Planning Services Director

ATTACHMENTS:

- 1) Annexation Map
- 2) Planning Board Minutes August 10 2021 DRAFT
- 3) Future Land Use Map August 2021
- 4) Zoning Map August 2021
- 5) Proposed Ordinance No. 37-21
- 6) Proposed Ordinance No. 36-21

PRESENTATION: No

-  Proposed Annexation
-  Escambia County
-  Citylimits as of 6/21/21



0 95 190 Feet

Date: 6/21/2021



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

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MINUTES OF THE PLANNING BOARD

August 10, 2021

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

MEMBERS ABSENT: Board Member Sampson

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Clerk Tice, Assistant City Attorney Lindsay, Senior Planner Statler, Capital Improvements Forte, Network Engineer Johnston, Help Desk Technician Russo

STAFF VIRTUAL: Planning Director Morris

OTHERS PRESENT: Jack & Cheri Sparks, Michelle MacNeil, Laurie Flynn Tankersley, Dickie & Jo Heckler, Clint Geci, Kevin Hagen

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from July 13, 2021.

New Business:

- 525 Aragon Street – Aesthetic Review – Gateway Review District
- Request for License to Use Right-of-Way - 1154 North 12th Avenue
- Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of One (1) Parcel Owned by AMR at Pensacola, Inc.
- Amendment to the Land Development Code (LDC) Allowing Density Transfer
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:15 pm with a quorum present. Assistant City Clerk Tice swore in Board members Van Hoose, Villegas, Ritz, Larson and Grundhoefer. Board Member Larson nominated Board Member Ritz for Chairperson, seconded by Board Member Grundhoefer, and it carried 5 to 0; Board Member Grundhoefer nominated Board Member Larson for Vice Chairperson, seconded by Board Member Van Hoose, and it carried 5 to 0.

Chairperson Ritz explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Larson made a motion to approve the July 13, 2021 minutes, seconded by Board Member Grundhoefer, and it carried 5 to 0.

New Business -

3. 525 Aragon Street – Aesthetic Review – Gateway Review District

Michelle MacNeil, Architect, is requesting approval for a new 2-story single-family residence with a detached garage and courtyard located at 525 Aragon Street. The structure provides a front and rear balcony as well as a pergola and patio/pool area between the residence and the detached garage. The Aragon Architectural Review Board approval letter was furnished to the Board. Staff clarified that Aragon was located within the Gateway Review District (GRD) and therefore reviewed by this Board.

Ms. MacNeil presented to the Board and explained this was a side-yard house in Aragon, and the client was hoping to build a principal building toward the front of the site and an outbuilding in the rear. Chairperson Ritz noted the comments from Mr. Crawford supporting the project and had nothing to add except that it was an aesthetically pleasing house. **Board Member Grundhoefer agreed and made a motion to approve, seconded by Board Member Larson, and it carried 5 to 0.**

4. Request for License to Use Right-of-Way – 1154 North 12th Avenue

(Board Member Powell was sworn in and joined the Board.)

Dickie Heckler is requesting approval for a License to Use (LTU) for eleven additional parking spaces within the Right-of-Way at 1154 North 12th Avenue. The additional parking being requested is in conjunction with a proposed new restaurant and includes an easement for a future City sidewalk.

Chairperson Ritz clarified the LTU would actually be on Brainerd Street. Mr. Geci presented to the Board and stated the previous use was a salon, but the current owner was converting the site to a restaurant which triggered an LTU for parking. They proposed gravel parking and addressed concerns of the Engineering Department. Chairperson Ritz explained that the applicants were requesting to use the LTU exclusively for their benefit to say they were their parking spaces, and they could control them, however, the City would still own the property. He pointed out other LTUs within that area and he had no issues with the LTU on Brainerd. He explained the Board's purview was to weigh the merits of an LTU on this parcel and not get in to the details of their site plans or parking count for this project and this meeting. He explained the City had been hesitant to have any LTU on the 12th Avenue thoroughfare.

Board Member Van Hoose verified that the LTU would change the parking lot from grass to gravel with wheel stops. Mr. Geci advised the change was to make it a more permanent parking area. Chairperson Ritz advised this item was in a C-1 zone as opposed to residential. Mr. Geci stated anything new that they proposed would require a permanent surface, and it was requested to be gravel. He stated if they could keep it as grass, they would entertain that, but Engineering had requested it be gravel. Chairperson Ritz stated anything allowed by the City for that size parking lot would be allowed since the Board could not change the LDC for parking lot design. Staff advised the Board was giving the applicant a recommendation for permission to go forward and apply to use this land since

it was City right-of-way. A recommendation could include working with Engineering for some alternative other than gravel alone. Assistant City Attorney Lindsay stated the Board's recommendations were welcome and could be considered. Staff advised Section 12.4.3(2)(b) stated parking lots with ten or less parking spaces may be surfaced with alternative surface materials which included crushed stone, gravel, or other suitable materials. Chairperson Ritz advised the Board's recommendation would be forwarded to Council to accept, reject, or modify. Mr. Geci indicated the Engineering comments involved delineating the parking slots with treated timbers. Staff advised Engineering was making sure the easement was properly recorded for pedestrian ingress, egress and conveyed to the City – there was an easement on this in case the City desired to have a sidewalk in the future. Board Member Villegas did not have a problem with the gravel but was concerned with extra gravel and areas having water runoff. Chairperson Ritz stated when going for construction permits, that issue would be reviewed by City staff since this Board did not review stormwater issues. Mr. Geci explained the stormwater threshold had been reviewed, and they were below the threshold for impervious surface.

Ms. Sparks, owner of the property next door, advised her building was formerly doctors' offices. She now has five clinicians and mental health counselors who see clients in this building. She was concerned when the effect of COVID goes away, crowded parking will return with the new project becoming a restaurant. She asked if she was allowed designated parking in front of her business and how many tables and staff would there be in the new business. Chairperson Ritz offered that the parking along 12th Avenue does not have LTUs, and she could not place signs along 12th Avenue. The number of tables in the restaurant belonged in the permitting process in determining tables to parking spaces. The Board's purview was to determine if the LTU was appropriate for Brainerd Street. Since her business had no parking, she relied on City right-of-way parking, and it was in a neighborhood where that occurred frequently. Staff clarified that since the parking spaces on 12th Avenue were adjacent to the applicants property, they would be allowed to count those spaces toward the required parking requirement, and the LTU was necessary to meet the LDC parking requirements. The LTU spaces could be controlled, but they would not be able to claim the 12th Avenue spaces for their use only.

Mr. Sparks asked about speaking to this item after the meeting, and Chairperson Ritz stated the only time this Board would discuss this item was during this meeting. The Board would make a recommendation, and the item would proceed to Council for consideration.

Mr. Heckler, co-owner of the 1154 property, stated the City indicated they had to pave, rock, or shell the LTU parking area as well as insure it; they were happy to comply and appreciated the opportunity to be in East Hill.

Board Member Grundhoefer made a motion to approve the LTU with the recommendation to Council that they work with City Engineering to allow for grass parking in lieu of gravel. Chairperson Ritz clarified the motion was to approve the LTU with the direction to ask the City Engineering staff to look into allowing grass in place of the gravel parking. Staff advised the previously stated Section 12.4.3(2)(b) referred to parking lots. Chairperson Ritz indicated the way the City applied this section, if the LTU were approved, it would become a parking lot. The motion was seconded by Board Member Powell and carried 6 to 0.

5. Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of One (1) Parcel owned by AMR at Pensacola, Inc.

AMR at Pensacola, Inc. officially requested Annexation into the City of Pensacola on June 1, 2021. The requested parcel is located on the southeast corner of the intersection of West Blount Street with North Pace Boulevard which is in an unincorporated portion of Escambia County. The proposed area for annexation is on the west border of the City and is referred to as “AMR Annexation Area.”

The AMR Annexation Area is contiguous to the City and encompasses approximately forty-four-hundredths (0.44) acres. Staff advised the request was simultaneously going before Council for 2nd reading, and the zoning and future land use goal was to be as compatible with the surrounding area as possible (the City area). R-2 zoning regulations Section 12-3-6 – Residential/office land use district, were read to the Board.

Chairperson Ritz stated he believed the intent was to build tiny homes for affordable housing on this site. It was determined this item would go as a recommendation to Council.

Mr. Hagen, President of the Board of Directors for AMR at Pensacola, Inc., advised they were gifted this property from Baptist Hospital, and their intent was to build eight (8) tiny homes. The R-2 designation made sense and worked with their plans. He advised with the annexation zoning established, they would be ready to proceed after the 2nd reading from Council. Staff confirmed the Board was solely approving the zoning district, and annexation was proceeding in Council; after annexation was complete and zoning in place, the applicants were set to move forward with their site planning. The Board’s focus was on the compatibility of the surrounding zoning which was R-2 and office. Planning Director Morris clarified that the City’s LDC already allows for tiny homes not by a specific reference but through our cumulative zoning and density allowances. Inspections submitted the appendix to the Building Code and Council approved it. That allows for tiny homes under the Building Code. State Statute requires that we bring annexed property under the City zoning or future land use districts.

Board Member Van Hoose wanted to make clear that the Board was voting to determine zoning for land currently in the county. Assistant City Attorney Lindsay advised the Board was making a recommendation of a zoning designation for land that is to be annexed; Council would make the final determination.

Board Member Grundhoefer recommended R-2 as appropriate zoning, seconded by Board Member Larson, and it carried 6 to 0.

6. Amendment to the Land Development Code (LDC) – Allowing Density Transfer

Staff stated the Board approved Amendments to the Comprehensive Plan to provide for density transfers between parcels as an additional means to provide flexibility within areas where redevelopment and/or affordable housing was desirable. Per Objective FLU 1.8 and 1.8.3, density transfers shall be a direct transfer of unutilized density from a donor site to a receiving site, subject to the City’s land development and density transfer regulations. A draft of what was approved in July 2019 was given to the Board. When changes are made to the Comprehensive Plan which sets the vision for the City, those changes are reviewed by the Department of Economic Opportunity (DEO) for the State. At that time, the DEO had asked for more specifics in the Comprehensive Plan amendments; the LDC amendments mirror what was approved in the Comprehensive Plan. In order to implement the FLU in the Comprehensive Plan, you must also update the LDC. Chairperson Ritz explained that a landowner might have a parcel that might be undesirable, and they want to take the available residential units on that property and transfer them to a piece of property which may be more desirable – the donor piece gives

up its units to the receiver piece. The Board had approved the Comprehensive Plan language and was now including that language into the LDC to become codified. Board Member Grundhoefer questioned the recent Density Bonus only going before the Building and Inspections Department. Assistant Planning Director Cannon explained that was because of the green building design which was approved by that department. The language states that “all density bonuses and density transfers shall be approved by the City Planning Board.” Appeals would proceed to the Council. Green Building Design proceeds to the Building and Inspections Department. Board Member Villegas inquired about the process for the sites to transfer. Staff advised it there were 35 dwelling units per acre, you can get a 10% density transfer which would add 3.5 more units if you demonstrate you have superior site design. The goal is to incentivize someone to come forward with a high-quality product. It would also promote a more compact and better design. Chairperson Ritz indicated the City was primarily built out, but there might be places people felt were underutilized and should have that density elsewhere. He explained that Council has asked that the Board itemize the rationale for approval or disapproval of these transfers. This applies to Medium Density Residential and greater and does not take away from the Low Density Residential. Board Member Grundhoefer pointed out the language stated approved for superior buildings and site design and preservation of archaeology and environmentally sensitive lands – listing all of the above criteria.

Vice Chairperson Larson made a motion to approve, second by Board Member Grundhoefer, and it carried 6 to 0.

Open Forum -

Discussion – Vice Chairperson Larson welcomed the new members and was glad to see such a diverse group serving on the Board.

Adjournment - With no further business, Chairperson Ritz thanked the Board and adjourned the meeting at 3:20 pm.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board

Proposed Future Land Use

- Annexation Request
- Citylimits
- Future Landuse**
- CODE**
- HIGH DENSITY RESIDENTIAL
- OFFICE

H.D.R.

W-BLOUNT-ST

N-PAGE-BLVD

O.

O.

N-P-ST

0 85 170 Feet

Date: 7/20/2021



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

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Escambia County

City of Pensacola

W GODFREY ST

H.D.R.

N-N-ST

- Annexation Request
- Citylimits
- ZONING**
- RESIDENTIAL/OFFICE
- MULTIPLE FAMILY

Proposed Zoning

R-2A

W-BLOUNT-ST

R-2

R-2

N-PAGE-BLVD

N-P-ST

0 85 170 Feet

Date: 7/20/2021



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Escambia County

City of Pensacola

W GODFREY ST

R-2A

N IN ST

PROPOSED
ORDINANCE NO. 36-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on September 9, 2021 concerning the following proposed zoning classification affecting the property described therein; and

WHEREAS, after due deliberation, the city council has determined that the amended zoning classification set forth herein will affirmative contribute to the health, safety, and general welfare of the citizens of the city; and

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

LOTS 7 TO 9, BLOCK 20, KUPFRIAN PARK PLAT, RECORDED IN DEED BOOK 62 AT PAGE 245 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
LESS AND EXCEPT PACE BOULEVARD RIGHT OF WAY.

is hereby changed to R-2 (Residential Office) zoning district.

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

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

SECTION 4. This ordinance shall 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. 37-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the city council desires to effect an amendment to a portion of the future land use element of the comprehensive plan; and

WHEREAS, said amendment is consistent with the other portions of the future land use element and all other applicable elements of the comprehensive plan, as amended; and

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

WHEREAS, the city council has followed all of the procedures set forth in F.S. sections 163.3184 and 163.3187, and all other applicable provisions of law and local procedures with relation to amendment to the future land use element of the comprehensive plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendment to the comprehensive plan and future land use map of the city; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

LOTS 7 TO 9, BLOCK 20, KUPFRIAN PARK PLAT, RECORDED IN DEED BOOK 62
AT PAGE 245 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
LESS AND EXCEPT PACE BOULEVARD RIGHT OF WAY.

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

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

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

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Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 37-21

City Council

9/9/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 37-21 - FUTURE LAND USE MAP AMENDMENT - RECENTLY ANNEXED PROPERTY - AMR PENSACOLA, INC

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 37-21 on first reading:

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

HEARING REQUIRED: Public

SUMMARY:

On August 12, 2021, City Council approved the request for voluntary annexation of property owned by AMR Pensacola, Inc. Approval of annexation necessitates a subsequent amendment to the City's Zoning Map and Future Land Use Map to include the annexed area under a City zoning and future land use designation.

In order to remain compatible with the surrounding area, the recommendation is to designate the parcel as R-2 (Residential Office) zoning district, with a corresponding future land use designation of O (Office).

On August 10, 2021, the Planning Board recommended approval of the request with a 6:0 vote.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

8/10/2021

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Proposed Ordinance No. 37-21
- 2) Planning Board Minutes August 10 2021 DRAFT
- 3) Future Land Use Map August 2021

PRESENTATION: No

PROPOSED
ORDINANCE NO. 37-21

ORDINANCE NO. _____

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

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, the city council desires to effect an amendment to a portion of the future land use element of the comprehensive plan; and

WHEREAS, said amendment is consistent with the other portions of the future land use element and all other applicable elements of the comprehensive plan, as amended; and

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

WHEREAS, the city council has followed all of the procedures set forth in F.S. sections 163.3184 and 163.3187, and all other applicable provisions of law and local procedures with relation to amendment to the future land use element of the comprehensive plan; and

WHEREAS, proper public notice was provided and appropriate public hearing was held pursuant to the provisions referred to hereinabove as to the following amendment to the comprehensive plan and future land use map of the city; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

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Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



MINUTES OF THE PLANNING BOARD

August 10, 2021

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

MEMBERS ABSENT: Board Member Sampson

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Clerk Tice, Assistant City Attorney Lindsay, Senior Planner Statler, Capital Improvements Forte, Network Engineer Johnston, Help Desk Technician Russo

STAFF VIRTUAL: Planning Director Morris

OTHERS PRESENT: Jack & Cheri Sparks, Michelle MacNeil, Laurie Flynn Tankersley, Dickie & Jo Heckler, Clint Geci, Kevin Hagen

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from July 13, 2021.

New Business:

- 525 Aragon Street – Aesthetic Review – Gateway Review District
- Request for License to Use Right-of-Way - 1154 North 12th Avenue
- Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of One (1) Parcel Owned by AMR at Pensacola, Inc.
- Amendment to the Land Development Code (LDC) Allowing Density Transfer
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:15 pm with a quorum present. Assistant City Clerk Tice swore in Board members Van Hoose, Villegas, Ritz, Larson and Grundhoefer. Board Member Larson nominated Board Member Ritz for Chairperson, seconded by Board Member Grundhoefer, and it carried 5 to 0; Board Member Grundhoefer nominated Board Member Larson for Vice Chairperson, seconded by Board Member Van Hoose, and it carried 5 to 0.

Chairperson Ritz explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Larson made a motion to approve the July 13, 2021 minutes, seconded by Board Member Grundhoefer, and it carried 5 to 0.

New Business -

3. 525 Aragon Street – Aesthetic Review – Gateway Review District

Michelle MacNeil, Architect, is requesting approval for a new 2-story single-family residence with a detached garage and courtyard located at 525 Aragon Street. The structure provides a front and rear balcony as well as a pergola and patio/pool area between the residence and the detached garage. The Aragon Architectural Review Board approval letter was furnished to the Board. Staff clarified that Aragon was located within the Gateway Review District (GRD) and therefore reviewed by this Board.

Ms. MacNeil presented to the Board and explained this was a side-yard house in Aragon, and the client was hoping to build a principal building toward the front of the site and an outbuilding in the rear. Chairperson Ritz noted the comments from Mr. Crawford supporting the project and had nothing to add except that it was an aesthetically pleasing house. **Board Member Grundhoefer agreed and made a motion to approve, seconded by Board Member Larson, and it carried 5 to 0.**

4. Request for License to Use Right-of-Way – 1154 North 12th Avenue

(Board Member Powell was sworn in and joined the Board.)

Dickie Heckler is requesting approval for a License to Use (LTU) for eleven additional parking spaces within the Right-of-Way at 1154 North 12th Avenue. The additional parking being requested is in conjunction with a proposed new restaurant and includes an easement for a future City sidewalk.

Chairperson Ritz clarified the LTU would actually be on Brainerd Street. Mr. Geci presented to the Board and stated the previous use was a salon, but the current owner was converting the site to a restaurant which triggered an LTU for parking. They proposed gravel parking and addressed concerns of the Engineering Department. Chairperson Ritz explained that the applicants were requesting to use the LTU exclusively for their benefit to say they were their parking spaces, and they could control them, however, the City would still own the property. He pointed out other LTUs within that area and he had no issues with the LTU on Brainerd. He explained the Board's purview was to weigh the merits of an LTU on this parcel and not get in to the details of their site plans or parking count for this project and this meeting. He explained the City had been hesitant to have any LTU on the 12th Avenue thoroughfare.

Board Member Van Hoose verified that the LTU would change the parking lot from grass to gravel with wheel stops. Mr. Geci advised the change was to make it a more permanent parking area. Chairperson Ritz advised this item was in a C-1 zone as opposed to residential. Mr. Geci stated anything new that they proposed would require a permanent surface, and it was requested to be gravel. He stated if they could keep it as grass, they would entertain that, but Engineering had requested it be gravel. Chairperson Ritz stated anything allowed by the City for that size parking lot would be allowed since the Board could not change the LDC for parking lot design. Staff advised the Board was giving the applicant a recommendation for permission to go forward and apply to use this land since

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Mr. Sparks asked about speaking to this item after the meeting, and Chairperson Ritz stated the only time this Board would discuss this item was during this meeting. The Board would make a recommendation, and the item would proceed to Council for consideration.

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The AMR Annexation Area is contiguous to the City and encompasses approximately forty-four-hundredths (0.44) acres. Staff advised the request was simultaneously going before Council for 2nd reading, and the zoning and future land use goal was to be as compatible with the surrounding area as possible (the City area). R-2 zoning regulations Section 12-3-6 – Residential/office land use district, were read to the Board.

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Mr. Hagen, President of the Board of Directors for AMR at Pensacola, Inc., advised they were gifted this property from Baptist Hospital, and their intent was to build eight (8) tiny homes. The R-2 designation made sense and worked with their plans. He advised with the annexation zoning established, they would be ready to proceed after the 2nd reading from Council. Staff confirmed the Board was solely approving the zoning district, and annexation was proceeding in Council; after annexation was complete and zoning in place, the applicants were set to move forward with their site planning. The Board’s focus was on the compatibility of the surrounding zoning which was R-2 and office. Planning Director Morris clarified that the City’s LDC already allows for tiny homes not by a specific reference but through our cumulative zoning and density allowances. Inspections submitted the appendix to the Building Code and Council approved it. That allows for tiny homes under the Building Code. State Statute requires that we bring annexed property under the City zoning or future land use districts.

Board Member Van Hoose wanted to make clear that the Board was voting to determine zoning for land currently in the county. Assistant City Attorney Lindsay advised the Board was making a recommendation of a zoning designation for land that is to be annexed; Council would make the final determination.

Board Member Grundhoefer recommended R-2 as appropriate zoning, seconded by Board Member Larson, and it carried 6 to 0.

6. Amendment to the Land Development Code (LDC) – Allowing Density Transfer

Staff stated the Board approved Amendments to the Comprehensive Plan to provide for density transfers between parcels as an additional means to provide flexibility within areas where redevelopment and/or affordable housing was desirable. Per Objective FLU 1.8 and 1.8.3, density transfers shall be a direct transfer of unutilized density from a donor site to a receiving site, subject to the City’s land development and density transfer regulations. A draft of what was approved in July 2019 was given to the Board. When changes are made to the Comprehensive Plan which sets the vision for the City, those changes are reviewed by the Department of Economic Opportunity (DEO) for the State. At that time, the DEO had asked for more specifics in the Comprehensive Plan amendments; the LDC amendments mirror what was approved in the Comprehensive Plan. In order to implement the FLU in the Comprehensive Plan, you must also update the LDC. Chairperson Ritz explained that a landowner might have a parcel that might be undesirable, and they want to take the available residential units on that property and transfer them to a piece of property which may be more desirable – the donor piece gives

up its units to the receiver piece. The Board had approved the Comprehensive Plan language and was now including that language into the LDC to become codified. Board Member Grundhoefer questioned the recent Density Bonus only going before the Building and Inspections Department. Assistant Planning Director Cannon explained that was because of the green building design which was approved by that department. The language states that “all density bonuses and density transfers shall be approved by the City Planning Board.” Appeals would proceed to the Council. Green Building Design proceeds to the Building and Inspections Department. Board Member Villegas inquired about the process for the sites to transfer. Staff advised it there were 35 dwelling units per acre, you can get a 10% density transfer which would add 3.5 more units if you demonstrate you have superior site design. The goal is to incentivize someone to come forward with a high-quality product. It would also promote a more compact and better design. Chairperson Ritz indicated the City was primarily built out, but there might be places people felt were underutilized and should have that density elsewhere. He explained that Council has asked that the Board itemize the rationale for approval or disapproval of these transfers. This applies to Medium Density Residential and greater and does not take away from the Low Density Residential. Board Member Grundhoefer pointed out the language stated approved for superior buildings and site design and preservation of archaeology and environmentally sensitive lands – listing all of the above criteria.

Vice Chairperson Larson made a motion to approve, second by Board Member Grundhoefer, and it carried 6 to 0.

Open Forum -





Discussion – Vice Chairperson Larson welcomed the new members and was glad to see such a diverse group serving on the Board.

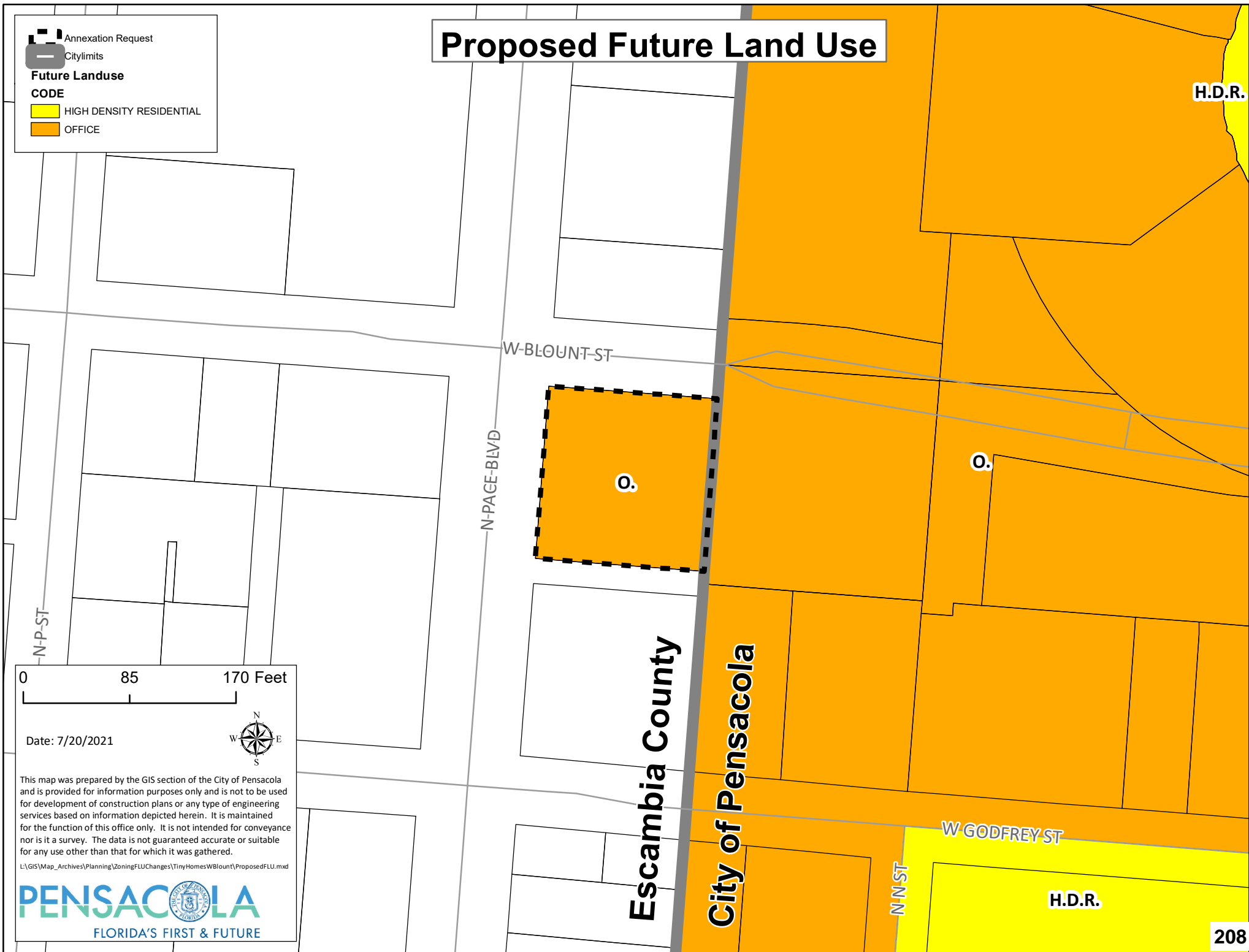
Adjournment - With no further business, Chairperson Ritz thanked the Board and adjourned the meeting at 3:20 pm.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board

Proposed Future Land Use

 Annexation Request
 Citylimits
Future Landuse
CODE
 HIGH DENSITY RESIDENTIAL
 OFFICE



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

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H.D.R.

O.

O.

H.D.R.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 36-21

City Council

9/9/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 36-21 - ZONING MAP AMENDMENT - RECENTLY ANNEXED PROPERTY - AMR PENSACOLA, INC

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 36-21 on first reading:

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

HEARING REQUIRED: Public

SUMMARY:

On August 12, 2021, City Council approved the request for voluntary annexation of property owned by AMR Pensacola, Inc. Approval of annexation necessitates a subsequent amendment to the City's Zoning Map and Future Land Use Map to include the annexed area under a City zoning and future land use designation.

In order to remain compatible with the surrounding area, the recommendation is to designate the parcel as R-2 (Residential Office) zoning district, with a corresponding future land use designation of O (Office).

On August 10, 2021, the Planning Board recommended approval of the request with a 6:0 vote.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

8/10/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator
Sherry H. Morris, AICP, Planning Services Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 36-21
- 2) Planning Board Minutes August 10 2021 DRAFT
- 3) Zoning Map August 2021

PRESENTATION: No

PROPOSED
ORDINANCE NO. 36-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on September 9, 2021 concerning the following proposed zoning classification affecting the property described therein; and

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

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

LOTS 7 TO 9, BLOCK 20, KUPFRIAN PARK PLAT, RECORDED IN DEED BOOK 62 AT PAGE 245 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
LESS AND EXCEPT PACE BOULEVARD RIGHT OF WAY.

is hereby changed to R-2 (Residential Office) zoning district.

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

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

SECTION 4. This ordinance shall 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

August 10, 2021

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

MEMBERS ABSENT: Board Member Sampson

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Clerk Tice, Assistant City Attorney Lindsay, Senior Planner Statler, Capital Improvements Forte, Network Engineer Johnston, Help Desk Technician Russo

STAFF VIRTUAL: Planning Director Morris

OTHERS PRESENT: Jack & Cheri Sparks, Michelle MacNeil, Laurie Flynn Tankersley, Dickie & Jo Heckler, Clint Geci, Kevin Hagen

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from July 13, 2021.

New Business:

- 525 Aragon Street – Aesthetic Review – Gateway Review District
- Request for License to Use Right-of-Way - 1154 North 12th Avenue
- Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of One (1) Parcel Owned by AMR at Pensacola, Inc.
- Amendment to the Land Development Code (LDC) Allowing Density Transfer
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:15 pm with a quorum present. Assistant City Clerk Tice swore in Board members Van Hoose, Villegas, Ritz, Larson and Grundhoefer. Board Member Larson nominated Board Member Ritz for Chairperson, seconded by Board Member Grundhoefer, and it carried 5 to 0; Board Member Grundhoefer nominated Board Member Larson for Vice Chairperson, seconded by Board Member Van Hoose, and it carried 5 to 0.

Chairperson Ritz explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Larson made a motion to approve the July 13, 2021 minutes, seconded by Board Member Grundhoefer, and it carried 5 to 0.

New Business -

3. 525 Aragon Street – Aesthetic Review – Gateway Review District

Michelle MacNeil, Architect, is requesting approval for a new 2-story single-family residence with a detached garage and courtyard located at 525 Aragon Street. The structure provides a front and rear balcony as well as a pergola and patio/pool area between the residence and the detached garage. The Aragon Architectural Review Board approval letter was furnished to the Board. Staff clarified that Aragon was located within the Gateway Review District (GRD) and therefore reviewed by this Board.

Ms. MacNeil presented to the Board and explained this was a side-yard house in Aragon, and the client was hoping to build a principal building toward the front of the site and an outbuilding in the rear. Chairperson Ritz noted the comments from Mr. Crawford supporting the project and had nothing to add except that it was an aesthetically pleasing house. **Board Member Grundhoefer agreed and made a motion to approve, seconded by Board Member Larson, and it carried 5 to 0.**

4. Request for License to Use Right-of-Way – 1154 North 12th Avenue

(Board Member Powell was sworn in and joined the Board.)

Dickie Heckler is requesting approval for a License to Use (LTU) for eleven additional parking spaces within the Right-of-Way at 1154 North 12th Avenue. The additional parking being requested is in conjunction with a proposed new restaurant and includes an easement for a future City sidewalk.

Chairperson Ritz clarified the LTU would actually be on Brainerd Street. Mr. Geci presented to the Board and stated the previous use was a salon, but the current owner was converting the site to a restaurant which triggered an LTU for parking. They proposed gravel parking and addressed concerns of the Engineering Department. Chairperson Ritz explained that the applicants were requesting to use the LTU exclusively for their benefit to say they were their parking spaces, and they could control them, however, the City would still own the property. He pointed out other LTUs within that area and he had no issues with the LTU on Brainerd. He explained the Board's purview was to weigh the merits of an LTU on this parcel and not get in to the details of their site plans or parking count for this project and this meeting. He explained the City had been hesitant to have any LTU on the 12th Avenue thoroughfare.

Board Member Van Hoose verified that the LTU would change the parking lot from grass to gravel with wheel stops. Mr. Geci advised the change was to make it a more permanent parking area. Chairperson Ritz advised this item was in a C-1 zone as opposed to residential. Mr. Geci stated anything new that they proposed would require a permanent surface, and it was requested to be gravel. He stated if they could keep it as grass, they would entertain that, but Engineering had requested it be gravel. Chairperson Ritz stated anything allowed by the City for that size parking lot would be allowed since the Board could not change the LDC for parking lot design. Staff advised the Board was giving the applicant a recommendation for permission to go forward and apply to use this land since

it was City right-of-way. A recommendation could include working with Engineering for some alternative other than gravel alone. Assistant City Attorney Lindsay stated the Board's recommendations were welcome and could be considered. Staff advised Section 12.4.3(2)(b) stated parking lots with ten or less parking spaces may be surfaced with alternative surface materials which included crushed stone, gravel, or other suitable materials. Chairperson Ritz advised the Board's recommendation would be forwarded to Council to accept, reject, or modify. Mr. Geci indicated the Engineering comments involved delineating the parking slots with treated timbers. Staff advised Engineering was making sure the easement was properly recorded for pedestrian ingress, egress and conveyed to the City – there was an easement on this in case the City desired to have a sidewalk in the future. Board Member Villegas did not have a problem with the gravel but was concerned with extra gravel and areas having water runoff. Chairperson Ritz stated when going for construction permits, that issue would be reviewed by City staff since this Board did not review stormwater issues. Mr. Geci explained the stormwater threshold had been reviewed, and they were below the threshold for impervious surface.

Ms. Sparks, owner of the property next door, advised her building was formerly doctors' offices. She now has five clinicians and mental health counselors who see clients in this building. She was concerned when the effect of COVID goes away, crowded parking will return with the new project becoming a restaurant. She asked if she was allowed designated parking in front of her business and how many tables and staff would there be in the new business. Chairperson Ritz offered that the parking along 12th Avenue does not have LTUs, and she could not place signs along 12th Avenue. The number of tables in the restaurant belonged in the permitting process in determining tables to parking spaces. The Board's purview was to determine if the LTU was appropriate for Brainerd Street. Since her business had no parking, she relied on City right-of-way parking, and it was in a neighborhood where that occurred frequently. Staff clarified that since the parking spaces on 12th Avenue were adjacent to the applicants property, they would be allowed to count those spaces toward the required parking requirement, and the LTU was necessary to meet the LDC parking requirements. The LTU spaces could be controlled, but they would not be able to claim the 12th Avenue spaces for their use only.

Mr. Sparks asked about speaking to this item after the meeting, and Chairperson Ritz stated the only time this Board would discuss this item was during this meeting. The Board would make a recommendation, and the item would proceed to Council for consideration.

Mr. Heckler, co-owner of the 1154 property, stated the City indicated they had to pave, rock, or shell the LTU parking area as well as insure it; they were happy to comply and appreciated the opportunity to be in East Hill.

Board Member Grundhoefer made a motion to approve the LTU with the recommendation to Council that they work with City Engineering to allow for grass parking in lieu of gravel. Chairperson Ritz clarified the motion was to approve the LTU with the direction to ask the City Engineering staff to look into allowing grass in place of the gravel parking. Staff advised the previously stated Section 12.4.3(2)(b) referred to parking lots. Chairperson Ritz indicated the way the City applied this section, if the LTU were approved, it would become a parking lot. The motion was seconded by Board Member Powell and carried 6 to 0.

5. Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of One (1) Parcel owned by AMR at Pensacola, Inc.

AMR at Pensacola, Inc. officially requested Annexation into the City of Pensacola on June 1, 2021. The requested parcel is located on the southeast corner of the intersection of West Blount Street with North Pace Boulevard which is in an unincorporated portion of Escambia County. The proposed area for annexation is on the west border of the City and is referred to as “AMR Annexation Area.”

The AMR Annexation Area is contiguous to the City and encompasses approximately forty-four-hundredths (0.44) acres. Staff advised the request was simultaneously going before Council for 2nd reading, and the zoning and future land use goal was to be as compatible with the surrounding area as possible (the City area). R-2 zoning regulations Section 12-3-6 – Residential/office land use district, were read to the Board.

Chairperson Ritz stated he believed the intent was to build tiny homes for affordable housing on this site. It was determined this item would go as a recommendation to Council.

Mr. Hagen, President of the Board of Directors for AMR at Pensacola, Inc., advised they were gifted this property from Baptist Hospital, and their intent was to build eight (8) tiny homes. The R-2 designation made sense and worked with their plans. He advised with the annexation zoning established, they would be ready to proceed after the 2nd reading from Council. Staff confirmed the Board was solely approving the zoning district, and annexation was proceeding in Council; after annexation was complete and zoning in place, the applicants were set to move forward with their site planning. The Board’s focus was on the compatibility of the surrounding zoning which was R-2 and office. Planning Director Morris clarified that the City’s LDC already allows for tiny homes not by a specific reference but through our cumulative zoning and density allowances. Inspections submitted the appendix to the Building Code and Council approved it. That allows for tiny homes under the Building Code. State Statute requires that we bring annexed property under the City zoning or future land use districts.

Board Member Van Hoose wanted to make clear that the Board was voting to determine zoning for land currently in the county. Assistant City Attorney Lindsay advised the Board was making a recommendation of a zoning designation for land that is to be annexed; Council would make the final determination.

Board Member Grundhoefer recommended R-2 as appropriate zoning, seconded by Board Member Larson, and it carried 6 to 0.

6. Amendment to the Land Development Code (LDC) – Allowing Density Transfer

Staff stated the Board approved Amendments to the Comprehensive Plan to provide for density transfers between parcels as an additional means to provide flexibility within areas where redevelopment and/or affordable housing was desirable. Per Objective FLU 1.8 and 1.8.3, density transfers shall be a direct transfer of unutilized density from a donor site to a receiving site, subject to the City’s land development and density transfer regulations. A draft of what was approved in July 2019 was given to the Board. When changes are made to the Comprehensive Plan which sets the vision for the City, those changes are reviewed by the Department of Economic Opportunity (DEO) for the State. At that time, the DEO had asked for more specifics in the Comprehensive Plan amendments; the LDC amendments mirror what was approved in the Comprehensive Plan. In order to implement the FLU in the Comprehensive Plan, you must also update the LDC. Chairperson Ritz explained that a landowner might have a parcel that might be undesirable, and they want to take the available residential units on that property and transfer them to a piece of property which may be more desirable – the donor piece gives

up its units to the receiver piece. The Board had approved the Comprehensive Plan language and was now including that language into the LDC to become codified. Board Member Grundhoefer questioned the recent Density Bonus only going before the Building and Inspections Department. Assistant Planning Director Cannon explained that was because of the green building design which was approved by that department. The language states that “all density bonuses and density transfers shall be approved by the City Planning Board.” Appeals would proceed to the Council. Green Building Design proceeds to the Building and Inspections Department. Board Member Villegas inquired about the process for the sites to transfer. Staff advised it there were 35 dwelling units per acre, you can get a 10% density transfer which would add 3.5 more units if you demonstrate you have superior site design. The goal is to incentivize someone to come forward with a high-quality product. It would also promote a more compact and better design. Chairperson Ritz indicated the City was primarily built out, but there might be places people felt were underutilized and should have that density elsewhere. He explained that Council has asked that the Board itemize the rationale for approval or disapproval of these transfers. This applies to Medium Density Residential and greater and does not take away from the Low Density Residential. Board Member Grundhoefer pointed out the language stated approved for superior buildings and site design and preservation of archaeology and environmentally sensitive lands – listing all of the above criteria.

Vice Chairperson Larson made a motion to approve, second by Board Member Grundhoefer, and it carried 6 to 0.

Open Forum -

Discussion – Vice Chairperson Larson welcomed the new members and was glad to see such a diverse group serving on the Board.

Adjournment - With no further business, Chairperson Ritz thanked the Board and adjourned the meeting at 3:20 pm.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board

Annexation Request

Citylimits

ZONING

RESIDENTIAL/OFFICE

MULTIPLE FAMILY

Proposed Zoning

R-2A

W-BLOUNT-ST

R-2

R-2

N-PAGE-BLVD

N-P-ST

0 85 170 Feet

Date: 7/20/2021



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Escambia County

City of Pensacola

W GODFREY ST

R-2A

N IN ST



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00689

City Council

9/9/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

REQUEST FOR LICENSE TO USE A 20' x 72' PORTION OF THE BRAINERD STREET USE RIGHT OF WAY - 1154 NORTH 12TH AVENUE

RECOMMENDATION:

That City Council approve the request for a License to Use Right of Way a 20' x 72' portion of the Brainerd Street right of way adjacent to property located at 1154 North 12th Avenue for the purpose of providing parking within the right-of-way.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Dickie Heckler is requesting approval for a License to Use a 20' x 72' portion of the Brainerd Street right of way, in order to provide eleven additional parking spaces adjacent to property located at 1154 North 12th Avenue. The additional parking is being requested in conjunction with a proposed new restaurant and includes an easement for a future sidewalk.

On August 10, 2022, the Planning Board voted 6:0 to recommended approval of the request.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

8/10/2020

STAFF CONTACT:

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator, Community Development

Sherry Morris, AICP, Planning Services Administrator

ATTACHMENTS:

- 1) Dickie Heckler License to Use Application
- 2) Planning Board Minutes August 10, 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: Dickie Heckler

Applicant's Address: 3065 Windermere Dr

Email: dickiesells@gmail.com Phone: 850 723-8130

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:  Date: 7-6-21

**** 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: Poppy and Company, LLC Phone: 850 723-8130

Location Address: 1154 N 12th Avenue

Parcel ID # 0 0 _ 0 S _ 0 0 _ 9 0 2 5 _ 0 0 2 _ 1 4 9

Purpose of Use of City Right-Of-Way: Required parking for Jo's... as always restaurant

Please attach a map indicating the actual dimensions of the requested license.

<u>For Office Use Only</u>		
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: **Jo's... as always, LLC**

Official Corporate Address:

3065 Windermere Dr Pensacola, FL 32503

President or Vice-President:

Name & Title –

Joneida G Heckler President

Corporate Secretary: Name –

Limited Liability Company (LLC):

Full legal name of company:

Official Address:

Managing Member or member:

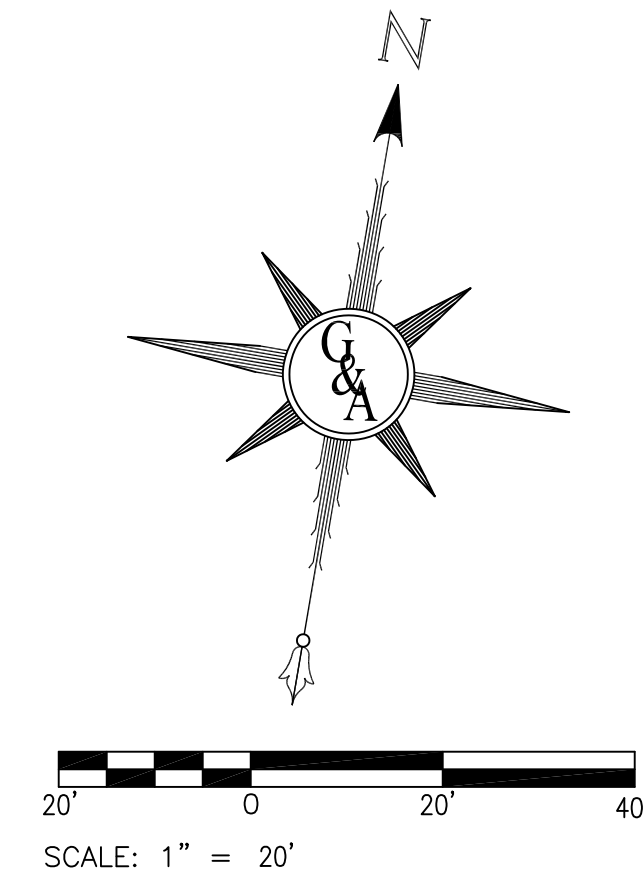
Name & Title –

Planning Services

222 W. Main Street * Pensacola, Florida 32502

(850) 435-1670

Mail to: P.O. Box 12910 * Pensacola, Florida 32521



SITework CONSTRUCTION PLANS FOR JO'S AS ALWAYS

ESCAMBIA COUNTY, FLORIDA

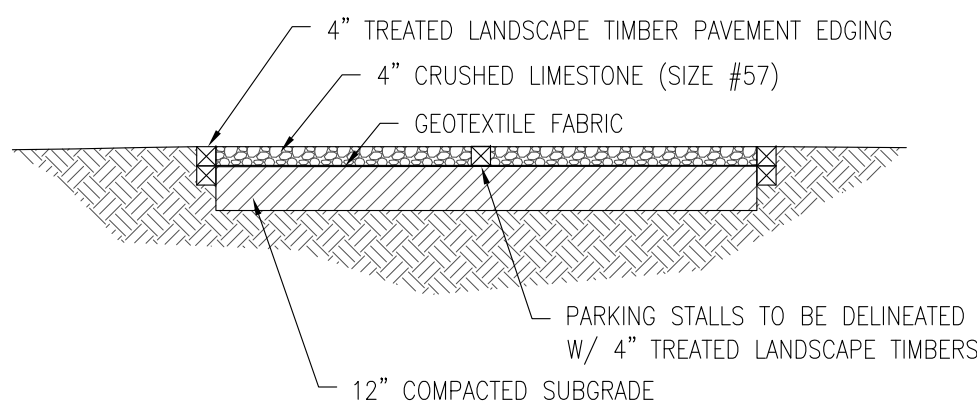
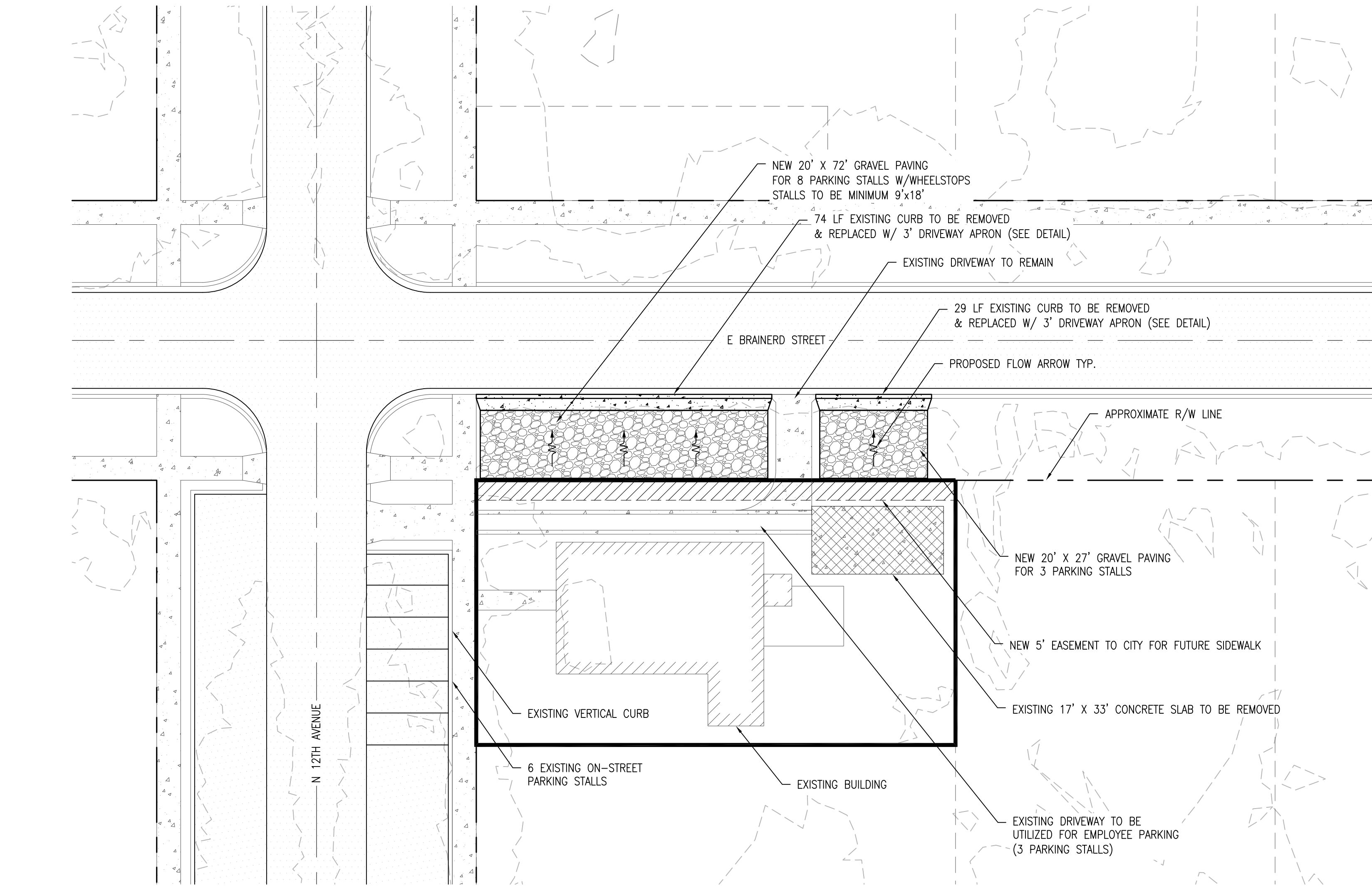
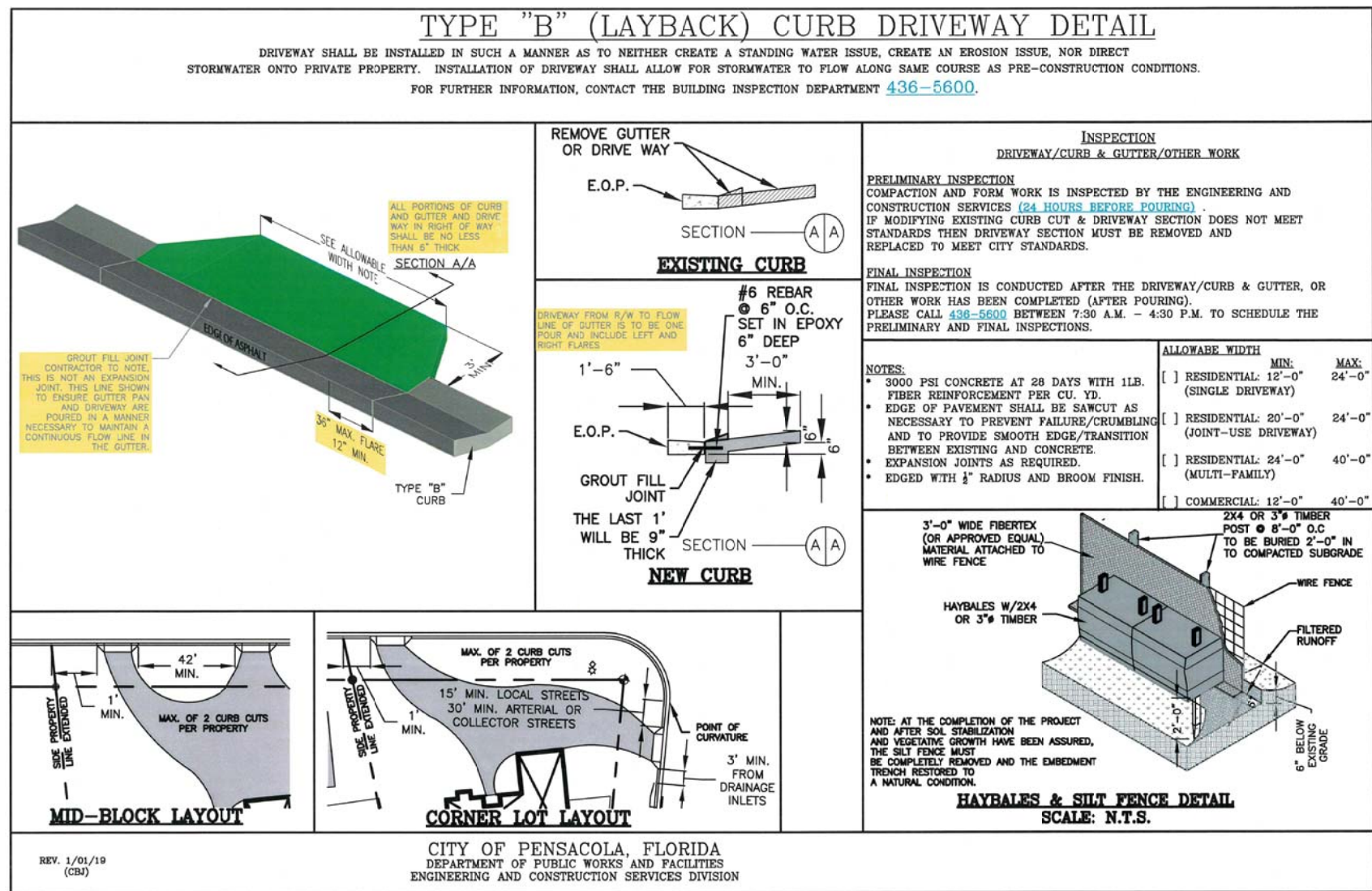
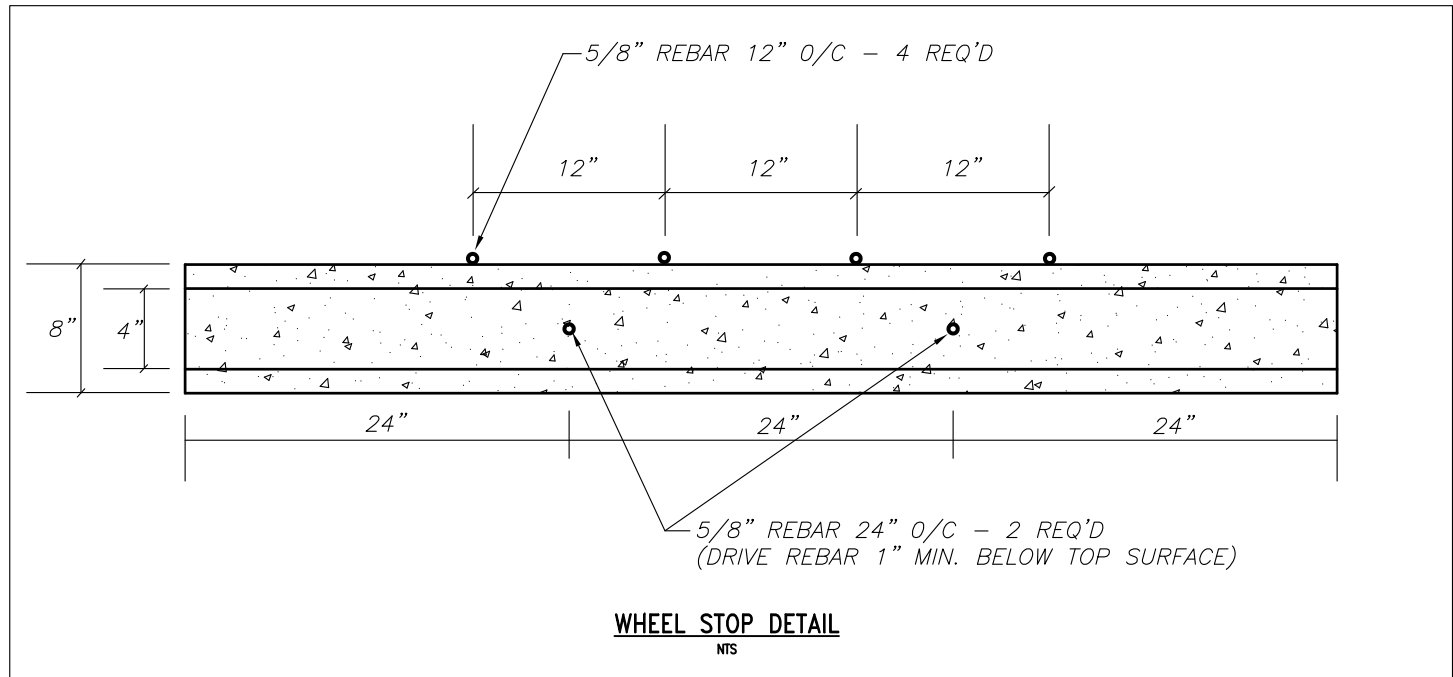
G&A REFERENCE NO. 33701

NOTES:

1. PROPERTY ADDRESS: 1154 N 12TH AVENUE, PENSACOLA, FL 32501
2. PARCEL NUMBER: 00-05-00-9025-002-149
3. OWNER INFO: POPPY AND COMPANY, LLC
3065 WINDERMERE DRIVE
PENSACOLA, FL 32503
4. THESE PLANS ARE BASED UPON AERIAL PHOTOS AND REQUIRE VERIFICATION. CONTRACTOR SHALL FIELD VERIFY THE INFORMATION SHOWN ON THESE PLAN BEFORE CONSTRUCTION AND REPORT ANY DEVIATIONS TO THE EOR BEFORE COMMENCING WORK.
5. CONTRACTOR SHALL ENSURE FINAL GRADES AND ASSOCIATED DRAINAGE ARE CONSISTENT WITH THE PROPOSED FLOW ARROWS SHOWN HEREON.
6. LOCATION OF EXISTING UTILITIES WERE TAKEN FROM THE RECORDS OF APPROPRIATE UTILITY COMPANIES AND HAVE NOT BEEN VERIFIED BY THE OWNER OR IT'S REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL ABOVE GROUND AND UNDERGROUND UTILITIES. ALL FINISHED PAVING GRADES SHOWN HEREON ARE TOP OF PAVING GRADES.
7. PLANS ARE NOT RELEASED FOR CONSTRUCTION UNLESS SPECIFICALLY NOTED.
8. ALL DISTURBED AREAS TO BE SEEDED OR SODDED.
9. EROSION CONTROL MEASURES SHALL STAY IN PLACE AND SHALL BE IN GOOD CONDITION UNTIL THE SITE IS STABILIZED.
10. REMOVAL OF ANY EXISTING CURBS SHALL BE SAWCUT TO THE NEAREST JOINT.

IMPERVIOUS AREA:

NEW IMPERVIOUS AREA: 1,986 SF
IMPERVIOUS AREA TO BE REMOVED: 561 SF
TOTAL: 1,425 SF



PARKING CALCULATION:
NEW KITCHEN & DINING AREA: 1,570 SF
NEW OFFICE AREA: 166 SF
PARKING DEMAND (LDC 12-4-1.1):
RESTAURANT => 1 SPACE / 100 SF
OFFICE => 1 SPACE / 300 SF
PARKING REQUIRED:
1,570/100 + 166/300 = 17 SPACES
TOTAL PARKING PROVIDED = 20 SPACES

REVISION		DATE	APPR.
NO.	1		
2			
3			
4			
5			

GECI & ASSOCIATES, INC.		E N G I N E E R S	
2901 N 12th Ave. PENSACOLA, FL 32503		Phone (850) 432-2929 • Fax (850) 432-2875	
E-Mail: geci@geciengineering.com		CERTIFICATE OF AUTHORIZATION NUMBER 00005149	
SCALE: AS SHOWN	DESIGNED: CAG	DRAWN: KRJ	CHECKED: SAG
DATE: 8/6/21			

SITework CONSTRUCTION PLANS FOR		PLAN	
JO'S AS ALWAYS		PAVING PLANS	
PROJECT NO.	33701	SHEET NO.	C100

Department:	Comments:
FIRE	No comments
PW/E	Don't see any issue with the proposed from a traffic stand point. The location in the past used the area for parking I believe when it was a salon.
Traffic	Parking stalls shall be delineated one from another with a 4"x4" timber. Parking stalls shall be fitted with wheel stops. Want to see that the easement is properly recorded for pedestrian ingress/egress and conveyed to the City.
InspSvcs	No comments
ESP	Pensacola Energy has an existing 2" gas main within the south right-of-way of E. Brainerd St in the area of 1154 N 12 th Ave.
ECUA	ECUA has no objection to the request to use the right-of-way for parking stalls. However, ECUA GIS maps show that a sewer lateral that serves the property may be located in the area with the proposed improvements. The contractor should take appropriate measures to protect the sewer lateral during and after construction. Sewer lateral ownership and maintenance is the responsibility of the property owner. Please contact the ECUA Map Room at 850-969-3311 for more information regarding the sewer lateral location.
GPW	No comments
ATT	No comments
Surveyor	No comments
Planning	No comments



MINUTES OF THE PLANNING BOARD

August 10, 2021

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

MEMBERS ABSENT: Board Member Sampson

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Clerk Tice, Assistant City Attorney Lindsay, Senior Planner Statler, Capital Improvements Forte, Network Engineer Johnston, Help Desk Technician Russo

STAFF VIRTUAL: Planning Director Morris

OTHERS PRESENT: Jack & Cheri Sparks, Michelle MacNeil, Laurie Flynn Tankersley, Dickie & Jo Heckler, Clint Geci, Kevin Hagen

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from July 13, 2021.

New Business:

- 525 Aragon Street – Aesthetic Review – Gateway Review District
- Request for License to Use Right-of-Way - 1154 North 12th Avenue
- Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of One (1) Parcel Owned by AMR at Pensacola, Inc.
- Amendment to the Land Development Code (LDC) Allowing Density Transfer
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:15 pm with a quorum present. Assistant City Clerk Tice swore in Board members Van Hoose, Villegas, Ritz, Larson and Grundhoefer. Board Member Larson nominated Board Member Ritz for Chairperson, seconded by Board Member Grundhoefer, and it carried 5 to 0; Board Member Grundhoefer nominated Board Member Larson for Vice Chairperson, seconded by Board Member Van Hoose, and it carried 5 to 0.

Chairperson Ritz explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Larson made a motion to approve the July 13, 2021 minutes, seconded by Board Member Grundhoefer, and it carried 5 to 0.

New Business -

3. 525 Aragon Street – Aesthetic Review – Gateway Review District

Michelle MacNeil, Architect, is requesting approval for a new 2-story single-family residence with a detached garage and courtyard located at 525 Aragon Street. The structure provides a front and rear balcony as well as a pergola and patio/pool area between the residence and the detached garage. The Aragon Architectural Review Board approval letter was furnished to the Board. Staff clarified that Aragon was located within the Gateway Review District (GRD) and therefore reviewed by this Board.

Ms. MacNeil presented to the Board and explained this was a side-yard house in Aragon, and the client was hoping to build a principal building toward the front of the site and an outbuilding in the rear. Chairperson Ritz noted the comments from Mr. Crawford supporting the project and had nothing to add except that it was an aesthetically pleasing house. **Board Member Grundhoefer agreed and made a motion to approve, seconded by Board Member Larson, and it carried 5 to 0.**

4. Request for License to Use Right-of-Way – 1154 North 12th Avenue

(Board Member Powell was sworn in and joined the Board.)

Dickie Heckler is requesting approval for a License to Use (LTU) for eleven additional parking spaces within the Right-of-Way at 1154 North 12th Avenue. The additional parking being requested is in conjunction with a proposed new restaurant and includes an easement for a future City sidewalk.

Chairperson Ritz clarified the LTU would actually be on Brainerd Street. Mr. Geci presented to the Board and stated the previous use was a salon, but the current owner was converting the site to a restaurant which triggered an LTU for parking. They proposed gravel parking and addressed concerns of the Engineering Department. Chairperson Ritz explained that the applicants were requesting to use the LTU exclusively for their benefit to say they were their parking spaces, and they could control them, however, the City would still own the property. He pointed out other LTUs within that area and he had no issues with the LTU on Brainerd. He explained the Board's purview was to weigh the merits of an LTU on this parcel and not get in to the details of their site plans or parking count for this project and this meeting. He explained the City had been hesitant to have any LTU on the 12th Avenue thoroughfare.

Board Member Van Hoose verified that the LTU would change the parking lot from grass to gravel with wheel stops. Mr. Geci advised the change was to make it a more permanent parking area. Chairperson Ritz advised this item was in a C-1 zone as opposed to residential. Mr. Geci stated anything new that they proposed would require a permanent surface, and it was requested to be gravel. He stated if they could keep it as grass, they would entertain that, but Engineering had requested it be gravel. Chairperson Ritz stated anything allowed by the City for that size parking lot would be allowed since the Board could not change the LDC for parking lot design. Staff advised the Board was giving the applicant a recommendation for permission to go forward and apply to use this land since

it was City right-of-way. A recommendation could include working with Engineering for some alternative other than gravel alone. Assistant City Attorney Lindsay stated the Board's recommendations were welcome and could be considered. Staff advised Section 12.4.3(2)(b) stated parking lots with ten or less parking spaces may be surfaced with alternative surface materials which included crushed stone, gravel, or other suitable materials. Chairperson Ritz advised the Board's recommendation would be forwarded to Council to accept, reject, or modify. Mr. Geci indicated the Engineering comments involved delineating the parking slots with treated timbers. Staff advised Engineering was making sure the easement was properly recorded for pedestrian ingress, egress and conveyed to the City – there was an easement on this in case the City desired to have a sidewalk in the future. Board Member Villegas did not have a problem with the gravel but was concerned with extra gravel and areas having water runoff. Chairperson Ritz stated when going for construction permits, that issue would be reviewed by City staff since this Board did not review stormwater issues. Mr. Geci explained the stormwater threshold had been reviewed, and they were below the threshold for impervious surface.

Ms. Sparks, owner of the property next door, advised her building was formerly doctors' offices. She now has five clinicians and mental health counselors who see clients in this building. She was concerned when the effect of COVID goes away, crowded parking will return with the new project becoming a restaurant. She asked if she was allowed designated parking in front of her business and how many tables and staff would there be in the new business. Chairperson Ritz offered that the parking along 12th Avenue does not have LTUs, and she could not place signs along 12th Avenue. The number of tables in the restaurant belonged in the permitting process in determining tables to parking spaces. The Board's purview was to determine if the LTU was appropriate for Brainerd Street. Since her business had no parking, she relied on City right-of-way parking, and it was in a neighborhood where that occurred frequently. Staff clarified that since the parking spaces on 12th Avenue were adjacent to the applicants property, they would be allowed to count those spaces toward the required parking requirement, and the LTU was necessary to meet the LDC parking requirements. The LTU spaces could be controlled, but they would not be able to claim the 12th Avenue spaces for their use only.

Mr. Sparks asked about speaking to this item after the meeting, and Chairperson Ritz stated the only time this Board would discuss this item was during this meeting. The Board would make a recommendation, and the item would proceed to Council for consideration.

Mr. Heckler, co-owner of the 1154 property, stated the City indicated they had to pave, rock, or shell the LTU parking area as well as insure it; they were happy to comply and appreciated the opportunity to be in East Hill.

Board Member Grundhoefer made a motion to approve the LTU with the recommendation to Council that they work with City Engineering to allow for grass parking in lieu of gravel. Chairperson Ritz clarified the motion was to approve the LTU with the direction to ask the City Engineering staff to look into allowing grass in place of the gravel parking. Staff advised the previously stated Section 12.4.3(2)(b) referred to parking lots. Chairperson Ritz indicated the way the City applied this section, if the LTU were approved, it would become a parking lot. The motion was seconded by Board Member Powell and carried 6 to 0.

5. Request to Recommend a New Zoning District and Future Land Use Category for the Voluntary Annexation of One (1) Parcel owned by AMR at Pensacola, Inc.

AMR at Pensacola, Inc. officially requested Annexation into the City of Pensacola on June 1, 2021. The requested parcel is located on the southeast corner of the intersection of West Blount Street with North Pace Boulevard which is in an unincorporated portion of Escambia County. The proposed area for annexation is on the west border of the City and is referred to as “AMR Annexation Area.”

The AMR Annexation Area is contiguous to the City and encompasses approximately forty-four-hundredths (0.44) acres. Staff advised the request was simultaneously going before Council for 2nd reading, and the zoning and future land use goal was to be as compatible with the surrounding area as possible (the City area). R-2 zoning regulations Section 12-3-6 – Residential/office land use district, were read to the Board.

Chairperson Ritz stated he believed the intent was to build tiny homes for affordable housing on this site. It was determined this item would go as a recommendation to Council.

Mr. Hagen, President of the Board of Directors for AMR at Pensacola, Inc., advised they were gifted this property from Baptist Hospital, and their intent was to build eight (8) tiny homes. The R-2 designation made sense and worked with their plans. He advised with the annexation zoning established, they would be ready to proceed after the 2nd reading from Council. Staff confirmed the Board was solely approving the zoning district, and annexation was proceeding in Council; after annexation was complete and zoning in place, the applicants were set to move forward with their site planning. The Board’s focus was on the compatibility of the surrounding zoning which was R-2 and office. Planning Director Morris clarified that the City’s LDC already allows for tiny homes not by a specific reference but through our cumulative zoning and density allowances. Inspections submitted the appendix to the Building Code and Council approved it. That allows for tiny homes under the Building Code. State Statute requires that we bring annexed property under the City zoning or future land use districts.

Board Member Van Hoose wanted to make clear that the Board was voting to determine zoning for land currently in the county. Assistant City Attorney Lindsay advised the Board was making a recommendation of a zoning designation for land that is to be annexed; Council would make the final determination.

Board Member Grundhoefer recommended R-2 as appropriate zoning, seconded by Board Member Larson, and it carried 6 to 0.

6. Amendment to the Land Development Code (LDC) – Allowing Density Transfer

Staff stated the Board approved Amendments to the Comprehensive Plan to provide for density transfers between parcels as an additional means to provide flexibility within areas where redevelopment and/or affordable housing was desirable. Per Objective FLU 1.8 and 1.8.3, density transfers shall be a direct transfer of unutilized density from a donor site to a receiving site, subject to the City’s land development and density transfer regulations. A draft of what was approved in July 2019 was given to the Board. When changes are made to the Comprehensive Plan which sets the vision for the City, those changes are reviewed by the Department of Economic Opportunity (DEO) for the State. At that time, the DEO had asked for more specifics in the Comprehensive Plan amendments; the LDC amendments mirror what was approved in the Comprehensive Plan. In order to implement the FLU in the Comprehensive Plan, you must also update the LDC. Chairperson Ritz explained that a landowner might have a parcel that might be undesirable, and they want to take the available residential units on that property and transfer them to a piece of property which may be more desirable – the donor piece gives

up its units to the receiver piece. The Board had approved the Comprehensive Plan language and was now including that language into the LDC to become codified. Board Member Grundhoefer questioned the recent Density Bonus only going before the Building and Inspections Department. Assistant Planning Director Cannon explained that was because of the green building design which was approved by that department. The language states that “all density bonuses and density transfers shall be approved by the City Planning Board.” Appeals would proceed to the Council. Green Building Design proceeds to the Building and Inspections Department. Board Member Villegas inquired about the process for the sites to transfer. Staff advised it there were 35 dwelling units per acre, you can get a 10% density transfer which would add 3.5 more units if you demonstrate you have superior site design. The goal is to incentivize someone to come forward with a high-quality product. It would also promote a more compact and better design. Chairperson Ritz indicated the City was primarily built out, but there might be places people felt were underutilized and should have that density elsewhere. He explained that Council has asked that the Board itemize the rationale for approval or disapproval of these transfers. This applies to Medium Density Residential and greater and does not take away from the Low Density Residential. Board Member Grundhoefer pointed out the language stated approved for superior buildings and site design and preservation of archaeology and environmentally sensitive lands – listing all of the above criteria.

Vice Chairperson Larson made a motion to approve, second by Board Member Grundhoefer, and it carried 6 to 0.

Open Forum -

Discussion – Vice Chairperson Larson welcomed the new members and was glad to see such a diverse group serving on the Board.

Adjournment - With no further business, Chairperson Ritz thanked the Board 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 #: 21-00741

City Council

9/9/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Delarian Wiggins

SUBJECT:

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT PROGRAM - JACKSON STREET TRANSPORTATION MASTER PLAN

RECOMMENDATION:

That the City Council approve and authorize the CRA Chairperson to execute the acceptance of the Florida Department of Economic Opportunity Community Planning Assistance Grant in the amount of \$40,000 for development the Jackson Street Transportation Master Plan. Finally, City Council adopt a Supplemental Budget Resolution to appropriate the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On June 14, 2021, the Community Redevelopment Agency (CRA) approved a Memorandum of Understanding with Escambia County for development of a phased transportation master plan for Jackson Street from Fairfield Drive to A Street. The Florida Department of Economic Opportunity Community Planning Assistance Grant provides funding in the amount of \$40,000 to support the project.

PRIOR ACTION:

June 14, 2021 - The CRA approved a Memorandum of Understanding with Escambia County for development of a phased transportation master plan for Jackson Street from Fairfield Drive to A Street

FUNDING:

N/A

FINANCIAL IMPACT:

The funds will be appropriated upon approval of a supplemental budget resolution by City Council.

Funds will be provided from DEO on a reimbursable basis.

STAFF CONTACT:

Don Kraher, Council Executive

Kerrith Fiddler, Deputy City Administrator - Community Development

M. Helen Gibson, AICP, CRA Administrator

Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

- 1) Award Letter - July 13, 2021, DEO TA

PRESENTATION: No

Ron DeSantis
GOVERNOR



Dane Eagle
SECRETARY

July 13, 2021

The Honorable Grover C. Robinson, IV
Mayor, City of Pensacola
222 W Main Street
Pensacola, FL 32502

Re: FY 2021-2022 Community Planning Technical Assistance Grants – Jackson Street Reimagined

Dear Mayor Robinson:

We appreciate your interest in the Florida Department of Economic Opportunity's Community Planning Technical Assistance grant program and we are pleased to inform you that your grant proposal to *develop a conceptual master plan for transportation improvements to Jackson Street* was selected for funding in the amount up to **\$40,000**.

The Department will provide additional information to finalize the scope of work and complete the grant agreement. For your convenience, we have enclosed a copy of our grant agreement template for you to begin your internal review. Beginning on or after July 1, 2021, any invoice for work specifically related to the grant project will be eligible for reimbursement after the grant agreement has been fully executed. If for any reason the grant agreement is not executed by both parties, cost reimbursement for work performed will not be available.

We look forward to our continued partnership, and if you have any questions, please do not hesitate to contact Barbara Powell, Regional Planning Administrator, by telephone at 850-717-8504 or by email at Barbara.Powell@deo.myflorida.com.

Sincerely,



Mario Rubio, Director
Division of Community Development

MR/ai

Enclosure

cc: Keith Wilkins, City Administrator, City of Pensacola
Kerrith Fiddler, Deputy City Administrator, Community Development, City of Pensacola
Delarian Wiggins, City Council District 7, CRA Chairperson, City of Pensacola
Helen Gibson, CRA Administrator, City of Pensacola
Victoria D'Angelo, Asst. CRA Administrator, City of Pensacola
Amanda Iscrupe, Agreement Manager, Florida Department of Economic Opportunity

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-64

City Council

9/9/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Delarian Wiggins

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-64 - APPROPRIATING FUNDING IN RELATION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT PROGRAM - JACKSON STREET TRANSPORTATION MASTER PLAN

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2021-64:

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:

On June 14, 2021, the Community Redevelopment Agency (CRA) approved a Memorandum of Understanding with Escambia County for development of a phased transportation master plan for Jackson Street from Fairfield Drive to A Street. The Florida Department of Economic Opportunity Community Planning Assistance Grant provides funding in the amount of \$40,000 to support the project.

PRIOR ACTION:

June 14, 2021 - The CRA approved a Memorandum of Understanding with Escambia County for development of a phased transportation master plan for Jackson Street from Fairfield Drive to A Street.

FUNDING:

N/A

FINANCIAL IMPACT:

The funds will be provided from DEO on a reimbursable basis.

STAFF CONTACT:

Don Kraher, Council Executive

Kerrith Fiddler, Deputy City Administrator - Community Development

M. Helen Gibson, AICP, CRA Administrator

Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2021-64
- 2) Supplemental Budget Explanation No. 2021-64

PRESENTATION: No

**RESOLUTION
NO. 2021-64**

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. SPECIAL GRANTS FUND

As Reads	Federal Grants	3,386,323
To:		
Reads	Federal Grants	3,426,323
As Reads	Operating Expenses	656,779
To:		
Reads	Operating Expenses	696,779

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**SEPTEMBER 2021 - SUPPLEMENTAL BUDGET RESOLUTION - DEO TA GRANT - JACKSON MASTER PLAN - RES NO. 2021-64**

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Federal Grants	40,000	Increase estimated revenue from Federal Grants
Total Revenues	<u>40,000</u>	
Appropriations		
Operating Expenses	40,000	Increase appropriation for Operating Expenses
Total Appropriations	<u>40,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00753

City Council

9/9/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

MARKET PLACE STORMWATER POND

RECOMMENDATION:

That City Council create a line item in the budget titled "Market Place Greenway". That \$30,000.00 from Sherri Myers' tree trust funds be transferred to the line item. Further, that \$50,000.00 from the tree trust fund, which is a portion of the funds allocated to District 2 for tornado tree canopy remediation, be transferred to the fund. Further, that the City Council determine the amount of funds paid into the tree trust fund from the Ascension Sacred Heart developments on Grande Street and the intersection of Summit and 12th Avenue and these funds be placed into the fund. Further, that any funds placed in the tree trust fund from the developers of the Grande Street developments be placed in the fund. Said total not to exceed \$100,000.00, but not inclusive of \$30,000.00 donated by Councilwoman Myers. Lastly, that \$100,000.00 from any unallocated funds from the general fund be allocated to the project for sidewalks, benches, irrigation and other vegetative improvements not covered by the tree trust fund. Total allocation \$230,000.00. Further that City Council approve a supplemental budget resolution.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Market Place Street is a one block street that abuts the north side of a five acre city storm water pond that also abuts 12th Avenue and Grande Street. The five acre pond is an unsightly, poorly maintained storm water pond surrounded by a rusting chain link fence that has barbed wire on top of the fence. The pond is surrounded by hundreds of small businesses, medical facilities and a residential neighborhood. The city is in the process of making the pond deeper and wider. The area of the pond abutting Market Place Street is approximately 15 to 20 feet wide. There are no sidewalks along Market Place to connect to the sidewalk on 12th Avenue, and Grande Street. Market Place Greenway was designed by landscape architect Michael Wolf, whose concept has been submitted to City Council numerous times. Providing trees, shade, landscaping, plantings and vines, sidewalk, benches and adequate lighting will be an improvement to provide walking and recreational opportunities for people who live and work around the Market Place Street. Planting trees will also mitigate the loss of vast portions of the areas tree canopy providing mitigation for climate change, habitat for birds and pollinators as well as improving the spiritual life of those who enjoy the serenity

of walking and admiring the beauty of nature.

PRIOR ACTION:

June 17, 2021 - City Council received a presentation regarding the Market Place Greenway

October 24, 2019 - City Council received a presentation regarding the Market Place / Summit Greenway and Carpenters Creek Watershed

FUNDING:

Budget: \$ 0

Actual: \$100,000 - Tree Trust Fund
30,000 - District 2 Tree Allowance from Trust Fund
100,000 - Unassigned Fund Balance
\$230,000 - Total

FINANCIAL IMPACT:

This action will reduce the Tree Trust Fund by \$130,000 and the Unassigned Fund Balance (Frozen Fund) by \$100,000

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) 12 ave storm pond concept DRAWINGS- 12th ave ret pond 4-22-19- Market Place Greenway
- 2) Overhead Slides Market Place Greenway 6-17-21
- 3) Tree Trust Fund Revenues-expenses by district - Requested (002)
- 4) Copy of Tree Trust Fund (001)

PRESENTATION: No

PLANTING AND IRRIGATION PLANS
FOR
MARKET PLACE
STORROWATER POND REVEGETILAZATION
PROJECT
MARKET PLACE
PENSACOLA, FLORIDA

OWNER
CITY OF PENSACOLA
RIGHT-OF-WAY

DECEMBER, 2020

M.C.W. PROJECT
NO. 202000024

DEVELOPER
LAURIE MURPHY
EXECUTIVE DIRECTOR &
COASTKEEPER
LAURIE@EMERALDCOASTKEEPER.ORG
P.O. BOX 13283
PENSACOLA, FL 32591

(850) 292-5960 MOBILE

LANDSCAPE ARCHITECT
M.C. WOLF CONSULTANTS
4539 OAK ORCHARD CIRCLE
PACE, FL. 32571
850-698-0056

SCALE: N.T.S.



VICINITY MAP

SURVEYOR
BASE PLAN TAKEN FROM
ESCAMBIA COUNTY PROPERTY
APPRAISER WEBSITE



NOTE TO CONTRACTOR: THIS DRAWING IS BASED ON
A RECENT AERIAL PHOTOGRAPH OBTAINED FROM
THE ESCAMBIA COUNTY PROPERTY APPRAISERS
OFFICE. ALL QUANTITIES SHOWN SHOULD BE FIELD
VERIFIED

STATE ONE CALL
1-800-432-4770



NEW SIDEWALK BY OTHERS

EXISTING LIGHT FIXTURES
AND POLES TO REMAIN
INSTALL APPROPRIATE
EROSION AND SEDIMENT
CONTROL MEASURES AT
EACH EXISTING
STORMWATER INLET

LIMB AND SHAPE EX CREPE
MYRTLES, 8 TOTAL

STORMWATER POND
MAINTENANCE
ACCESS TO REMAIN

EX BILLBOARD
HEIGHT 30' +/-

PARCEL ID# 331S305101000000

EX CHAINLINK FENCE TO
REMAIN

EX TREES TO REMAIN

EX CONCRETE SIDEWALK
TO REMAIN

GRANDE DR.

MARKET PLACE ROAD

N 12th Ave

N 12TH AVE.

SUMMIT
BLVD.

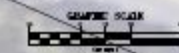
ACCESS ROAD

PARCEL ID# 331S307101001016

BONEFISH
GRILL

ANIMAL
HOSPITAL

ASSUMED NORTH



STATE ONE CALL
1-800-432-4770

NOTE TO CONTRACTOR: THIS DRAWING IS BASED ON
A RECENT AERIAL PHOTOGRAPH OBTAINED FROM
THE ESCAMBIA COUNTY PROPERTY APPRAISERS
OFFICE. ALL QUANTITIES SHOWN SHOULD BE FIELD
VERIFIED

PARCEL ID# 331S305101000000

MARKET PLACE ROAD

UNITS OF CONSTRUCTION

STORMWATER POND
MAINTENANCE
ACCESS TO REMAIN

EX BILLBOARD
HEIGHT 30' +/-

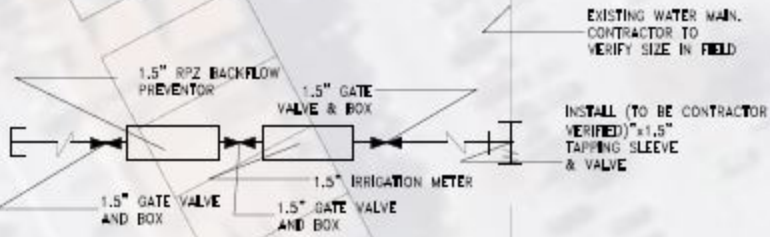
EX TREES TO REMAIN

MEET EXISTING
SIDEWALK

N 12TH AVE.

NOTE TO CONTRACTOR: THIS DRAWING IS BASED ON
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THE ESCAMBIA COUNTY PROPERTY APPRAISERS
OFFICE. ALL QUANTITIES SHOWN SHOULD BE FIELD
VERIFIED

LEGEND			
SYMBOL	DESCRIPTION	QUANTITY	UNIT
1	1" DRAIN	1	LINEAL FOOT
2	2" DRAIN	1	LINEAL FOOT
3	3" DRAIN	1	LINEAL FOOT
4	4" DRAIN	1	LINEAL FOOT
5	6" DRAIN	1	LINEAL FOOT
6	8" DRAIN	1	LINEAL FOOT
7	12" DRAIN	1	LINEAL FOOT
8	18" DRAIN	1	LINEAL FOOT
9	24" DRAIN	1	LINEAL FOOT
10	30" DRAIN	1	LINEAL FOOT
11	36" DRAIN	1	LINEAL FOOT
12	42" DRAIN	1	LINEAL FOOT
13	48" DRAIN	1	LINEAL FOOT
14	54" DRAIN	1	LINEAL FOOT
15	60" DRAIN	1	LINEAL FOOT
16	66" DRAIN	1	LINEAL FOOT
17	72" DRAIN	1	LINEAL FOOT
18	78" DRAIN	1	LINEAL FOOT
19	84" DRAIN	1	LINEAL FOOT
20	90" DRAIN	1	LINEAL FOOT
21	96" DRAIN	1	LINEAL FOOT
22	102" DRAIN	1	LINEAL FOOT
23	108" DRAIN	1	LINEAL FOOT
24	114" DRAIN	1	LINEAL FOOT
25	120" DRAIN	1	LINEAL FOOT
26	126" DRAIN	1	LINEAL FOOT
27	132" DRAIN	1	LINEAL FOOT
28	138" DRAIN	1	LINEAL FOOT
29	144" DRAIN	1	LINEAL FOOT
30	150" DRAIN	1	LINEAL FOOT
31	156" DRAIN	1	LINEAL FOOT
32	162" DRAIN	1	LINEAL FOOT
33	168" DRAIN	1	LINEAL FOOT
34	174" DRAIN	1	LINEAL FOOT
35	180" DRAIN	1	LINEAL FOOT
36	186" DRAIN	1	LINEAL FOOT
37	192" DRAIN	1	LINEAL FOOT
38	198" DRAIN	1	LINEAL FOOT
39	204" DRAIN	1	LINEAL FOOT
40	210" DRAIN	1	LINEAL FOOT
41	216" DRAIN	1	LINEAL FOOT
42	222" DRAIN	1	LINEAL FOOT
43	228" DRAIN	1	LINEAL FOOT
44	234" DRAIN	1	LINEAL FOOT
45	240" DRAIN	1	LINEAL FOOT
46	246" DRAIN	1	LINEAL FOOT
47	252" DRAIN	1	LINEAL FOOT
48	258" DRAIN	1	LINEAL FOOT
49	264" DRAIN	1	LINEAL FOOT
50	270" DRAIN	1	LINEAL FOOT
51	276" DRAIN	1	LINEAL FOOT
52	282" DRAIN	1	LINEAL FOOT
53	288" DRAIN	1	LINEAL FOOT
54	294" DRAIN	1	LINEAL FOOT
55	300" DRAIN	1	LINEAL FOOT
56	306" DRAIN	1	LINEAL FOOT
57	312" DRAIN	1	LINEAL FOOT
58	318" DRAIN	1	LINEAL FOOT
59	324" DRAIN	1	LINEAL FOOT
60	330" DRAIN	1	LINEAL FOOT
61	336" DRAIN	1	LINEAL FOOT
62	342" DRAIN	1	LINEAL FOOT
63	348" DRAIN	1	LINEAL FOOT
64	354" DRAIN	1	LINEAL FOOT
65	360" DRAIN	1	LINEAL FOOT
66	366" DRAIN	1	LINEAL FOOT
67	372" DRAIN	1	LINEAL FOOT
68	378" DRAIN	1	LINEAL FOOT
69	384" DRAIN	1	LINEAL FOOT
70	390" DRAIN	1	LINEAL FOOT
71	396" DRAIN	1	LINEAL FOOT
72	402" DRAIN	1	LINEAL FOOT
73	408" DRAIN	1	LINEAL FOOT
74	414" DRAIN	1	LINEAL FOOT
75	420" DRAIN	1	LINEAL FOOT
76	426" DRAIN	1	LINEAL FOOT
77	432" DRAIN	1	LINEAL FOOT
78	438" DRAIN	1	LINEAL FOOT
79	444" DRAIN	1	LINEAL FOOT
80	450" DRAIN	1	LINEAL FOOT
81	456" DRAIN	1	LINEAL FOOT
82	462" DRAIN	1	LINEAL FOOT
83	468" DRAIN	1	LINEAL FOOT
84	474" DRAIN	1	LINEAL FOOT
85	480" DRAIN	1	LINEAL FOOT
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87	492" DRAIN	1	LINEAL FOOT
88	498" DRAIN	1	LINEAL FOOT
89	504" DRAIN	1	LINEAL FOOT
90	510" DRAIN	1	LINEAL FOOT
91	516" DRAIN	1	LINEAL FOOT
92	522" DRAIN	1	LINEAL FOOT
93	528" DRAIN	1	LINEAL FOOT
94	534" DRAIN	1	LINEAL FOOT
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103	588" DRAIN	1	LINEAL FOOT
104	594" DRAIN	1	LINEAL FOOT
105	600" DRAIN	1	LINEAL FOOT
106	606" DRAIN	1	LINEAL FOOT
107	612" DRAIN	1	LINEAL FOOT
108	618" DRAIN	1	LINEAL FOOT
109	624" DRAIN	1	LINEAL FOOT
110	630" DRAIN	1	LINEAL FOOT
111	636" DRAIN	1	LINEAL FOOT
112	642" DRAIN	1	LINEAL FOOT
113	648" DRAIN	1	LINEAL FOOT
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115	660" DRAIN	1	LINEAL FOOT
116	666" DRAIN	1	LINEAL FOOT
117	672" DRAIN	1	LINEAL FOOT
118	678" DRAIN	1	LINEAL FOOT
119	684" DRAIN	1	LINEAL FOOT
120	690" DRAIN	1	LINEAL FOOT
121	696" DRAIN	1	LINEAL FOOT
122	702" DRAIN	1	LINEAL FOOT
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129	744" DRAIN	1	LINEAL FOOT
130	750" DRAIN	1	LINEAL FOOT
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133	768" DRAIN	1	LINEAL FOOT
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143	828" DRAIN	1	LINEAL FOOT
144	834" DRAIN	1	LINEAL FOOT
145	840" DRAIN	1	LINEAL FOOT
146	846" DRAIN	1	LINEAL FOOT
147	852" DRAIN	1	LINEAL FOOT
148	858" DRAIN	1	LINEAL FOOT
149	864" DRAIN	1	LINEAL FOOT
150	870" DRAIN	1	LINEAL FOOT
151	876" DRAIN	1	LINEAL FOOT
152	882" DRAIN	1	LINEAL FOOT
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155	900" DRAIN	1	LINEAL FOOT
156	906" DRAIN	1	LINEAL FOOT
157	912" DRAIN	1	LINEAL FOOT
158	918" DRAIN	1	LINEAL FOOT
159	924" DRAIN	1	LINEAL FOOT
160	930" DRAIN	1	LINEAL FOOT
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164	954" DRAIN	1	LINEAL FOOT
165	960" DRAIN	1	LINEAL FOOT
166	966" DRAIN	1	LINEAL FOOT
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169	984" DRAIN	1	LINEAL FOOT
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171	996" DRAIN	1	LINEAL FOOT
172	1002" DRAIN	1	LINEAL FOOT
173	1008" DRAIN	1	LINEAL FOOT
174	1014" DRAIN	1	LINEAL FOOT
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205	1200" DRAIN	1	LINEAL FOOT
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207	1212" DRAIN	1	LINEAL FOOT
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219	1284" DRAIN	1	LINEAL FOOT
220	1290" DRAIN	1	LINEAL FOOT
221	1296" DRAIN	1	LINEAL FOOT
222	1302" DRAIN	1	LINEAL FOOT
223	1308" DRAIN	1	LINEAL FOOT
224	1314" DRAIN	1	LINEAL FOOT
225	1320" DRAIN	1	LINEAL FOOT
226	1326" DRAIN	1	LINEAL FOOT
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239	1404" DRAIN	1	LINEAL FOOT
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318	1878" DRAIN	1	LINEAL FOOT
319	1884" DRAIN	1	LINEAL FOOT
320	1890" DRAIN	1	LINE



PARCEL ID# 331S305101000000

MARKET PLACE ROAD

UNITS OF CONSTRUCTION

STORMWATER POND
MAINTENANCE
ACCESS TO REMAIN

EX BILLBOARD
HEIGHT 30' +/-

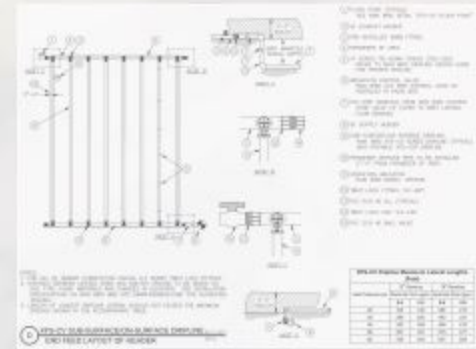
EX TREES TO REMAIN

MEET EXISTING
SIDEWALK

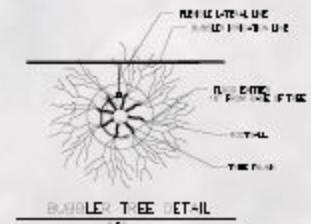
N 12TH AVE.

SUMMIT
BLVD.

NOTE TO CONTRACTOR: THIS DRAWING IS BASED ON A RECENT AERIAL PHOTOGRAPH OBTAINED FROM THE ESCAMBIA COUNTY PROPERTY APPRAISERS OFFICE. ALL QUANTITIES SHOWN SHOULD BE FIELD VERIFIED



ITEM NO.	DESCRIPTION	QUANTITY
1	1.5" x 1.5"	



GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ESCAMBIA COUNTY SPECIFICATIONS FOR CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE ESCAMBIA COUNTY ENGINEERING DEPARTMENT.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING TREES AND LANDSCAPE.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE DURING CONSTRUCTION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMEDIATING ANY DAMAGE TO THE SITE AFTER COMPLETION OF WORK.
7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES DURING CONSTRUCTION.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE ESCAMBIA COUNTY ENGINEERING DEPARTMENT.

irrigation well should be on County property or ROW.

STATE ONE CALL
1-800-432-4770



DESIGN NOTES FOR SILT EROSION AND SEDIMENT CONTROL

- 1. ALL EROSION AND SEDIMENT CONTROL MEASURES TO BE INSTALLED PRIOR TO ANY MAJOR DISTURBANCE OF THE EARTH SURFACE AND MAINTAINED UNTIL EROSION PROTECTION IS ESTABLISHED.
- 2. ANY EROSION MEASURE THAT WILL BE LOST BEFORE MORE THAN 30 DAYS AND NOT SUBJECT TO CONSTRUCTION TRAFFIC SHALL BE INSTALLED AS A TEMPORARY MEASURE. IF THE EROSION PROTECTION IS THE ESTABLISHMENT OF A TEMPORARY COVER, THE EROSION MEASURE SHALL BE MAINTAINED UNTIL THE COVER IS ESTABLISHED AT A RATE OF TWO (2) TIMES THE RATE OF EROSION OF THE EARTH SURFACE.
- 3. EROSION PROTECTION SHALL BE MAINTAINED ON ALL EXPOSED AREAS UNTIL THEY ARE REVEGETATED OR UNTIL THE EROSION MEASURE IS ESTABLISHED FOR PROTECTION TO BE MAINTAINED.
- 4. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THE DISTRICT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, SECTIONS 104, 510, 570 AND 580 TO 585.
- 5. A CONTINUOUS CONCRETE CURB COURSE SHALL BE APPLIED IMMEDIATELY FOLLOWING ROUGH GRADING AND INSTALLATION OF IMPROVEMENTS IN ORDER TO STABILIZE EROSION, GRADES, AND PAVED AREAS. IT SHALL BE 18" HIGH AND 12" WIDE AND BE SET IN THE STANDBY CONCRETE CURB SHALL BE INSTALLED WITHIN 10 DAYS OF THE COMPLETION OF GRADING.
- 6. IMMEDIATELY FOLLOWING FINAL GRADING OR ROUGH GRADING, ALL EXPOSED AREAS SHALL BE REVEGETATED OR COVERED WITH A TEMPORARY EROSION PROTECTION MEASURE. THE EROSION PROTECTION SHALL BE MAINTAINED UNTIL THE EARTH SURFACE IS STABILIZED AT A RATE OF TWO (2) TIMES THE RATE OF EROSION OF THE EARTH SURFACE.
- 7. ANY EROSION MEASURE THAT IS NOT INSTALLED IMMEDIATELY AND STABILIZED SHALL BE MAINTAINED UNTIL THE EROSION MEASURE IS ESTABLISHED FOR PROTECTION TO BE MAINTAINED.
- 8. EROSION PROTECTION IS NOT LIMITED. THE CONTRACTOR SHALL MAINTAIN ALL NECESSARY PREPARATIONS DURING ALL EROSION OPERATIONS TO MAINTAIN EROSION PROTECTION.
- 9. SHALL THE EROSION PROTECTION BE MAINTAINED UNTIL THE EARTH SURFACE IS STABILIZED AT A RATE OF TWO (2) TIMES THE RATE OF EROSION OF THE EARTH SURFACE.
- 10. ALL SILT, SAND, DIRT, GRAVEL, OR OTHER MATERIALS SHALL BE MAINTAINED UNTIL THE EROSION MEASURE IS ESTABLISHED FOR PROTECTION TO BE MAINTAINED.
- 11. ALL SILT, SAND, DIRT, GRAVEL, OR OTHER MATERIALS SHALL BE MAINTAINED UNTIL THE EROSION MEASURE IS ESTABLISHED FOR PROTECTION TO BE MAINTAINED.
- 12. ALL EROSION PROTECTION SHALL BE MAINTAINED UNTIL THE EARTH SURFACE IS STABILIZED AT A RATE OF TWO (2) TIMES THE RATE OF EROSION OF THE EARTH SURFACE.
- 13. THE EROSION PROTECTION SHALL BE MAINTAINED UNTIL THE EARTH SURFACE IS STABILIZED AT A RATE OF TWO (2) TIMES THE RATE OF EROSION OF THE EARTH SURFACE.
- 14. ANY EROSION MEASURE THAT IS NOT INSTALLED IMMEDIATELY AND STABILIZED SHALL BE MAINTAINED UNTIL THE EROSION MEASURE IS ESTABLISHED FOR PROTECTION TO BE MAINTAINED.

DESIGN NOTES FOR SILT EROSION AND SEDIMENT CONTROL

1. ALL EROSION MEASURES TO BE INSTALLED PRIOR TO ANY MAJOR DISTURBANCE OF THE EARTH SURFACE AND MAINTAINED UNTIL EROSION PROTECTION IS ESTABLISHED.

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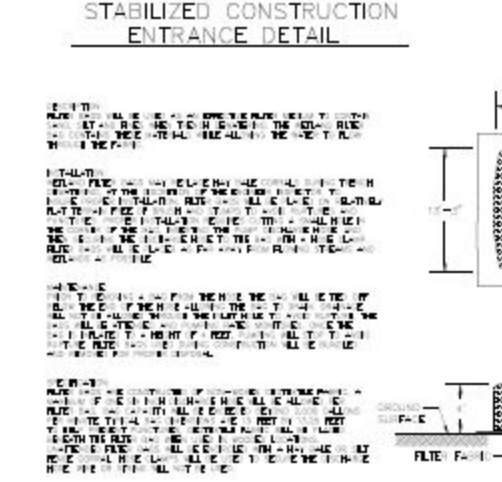
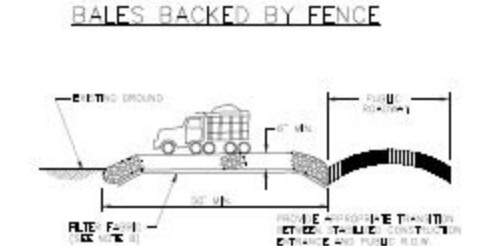
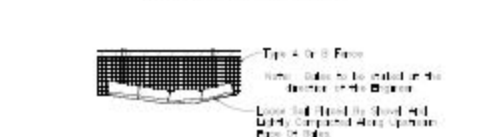
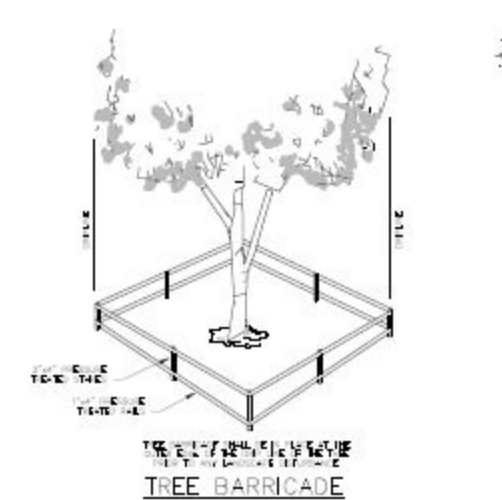
DESIGN NOTES FOR SILT EROSION AND SEDIMENT CONTROL

1. ALL EROSION MEASURES TO BE INSTALLED PRIOR TO ANY MAJOR DISTURBANCE OF THE EARTH SURFACE AND MAINTAINED UNTIL EROSION PROTECTION IS ESTABLISHED.

NOTE TO CONTRACTOR: THIS DRAWING IS BASED ON A RECENT AERIAL PHOTOGRAPH OBTAINED FROM THE ESCAMBIA COUNTY PROPERTY APPRAISERS OFFICE. ALL QUANTITIES SHOWN SHOULD BE FIELD VERIFIED.

DESIGN NOTES FOR SILT EROSION AND SEDIMENT CONTROL

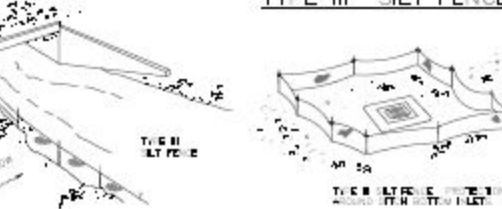
- 1. INSTALLATION OF ALL EROSION AND SEDIMENT CONTROL MEASURES THAT CAN BE PLACED PRIOR TO ANY MAJOR DISTURBANCE.
- 2. CLEAR AND REMOVE ALL EXISTING VEGETATION IN THE AREA WHERE NECESSARY. ALL REMAINING VEGETATION TO BE PROPERLY MAINTAINED AND TO REMAIN IN ITS NATURAL STATE.
- 3. IMMEDIATE INSTALLATION OF ALL EXISTING EROSION AND SEDIMENT CONTROL MEASURES.
- 4. IMMEDIATE CONSTRUCTION.
- 5. UPON COMPLETION OF CONSTRUCTION ACTIVITIES, PROVIDE RESTORATION, FLOOD GRADE, REPAIR OF SITE, AND STABILIZE WITH EROSION PROTECTION.
- 6. REMOVAL OF APPROPRIATE TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES.



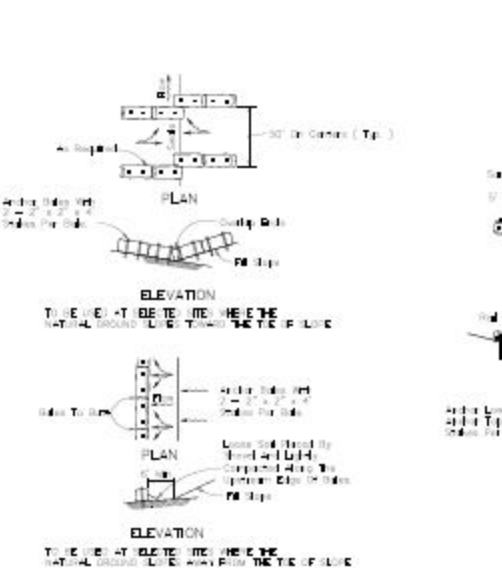
FILTER BAG DETAIL FOR TRENCH DEWATERING OPERATIONS

DESIGN NOTES FOR SILT EROSION AND SEDIMENT CONTROL

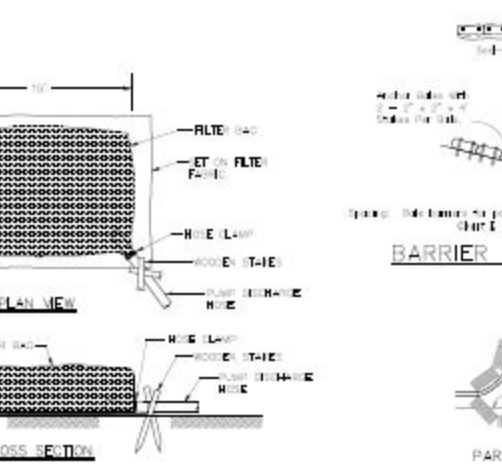
- 1. INSTALLATION OF ALL EROSION AND SEDIMENT CONTROL MEASURES THAT CAN BE PLACED PRIOR TO ANY MAJOR DISTURBANCE.
- 2. CLEAR AND REMOVE ALL EXISTING VEGETATION IN THE AREA WHERE NECESSARY. ALL REMAINING VEGETATION TO BE PROPERLY MAINTAINED AND TO REMAIN IN ITS NATURAL STATE.
- 3. IMMEDIATE INSTALLATION OF ALL EXISTING EROSION AND SEDIMENT CONTROL MEASURES.
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- 5. UPON COMPLETION OF CONSTRUCTION ACTIVITIES, PROVIDE RESTORATION, FLOOD GRADE, REPAIR OF SITE, AND STABILIZE WITH EROSION PROTECTION.
- 6. REMOVAL OF APPROPRIATE TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES.



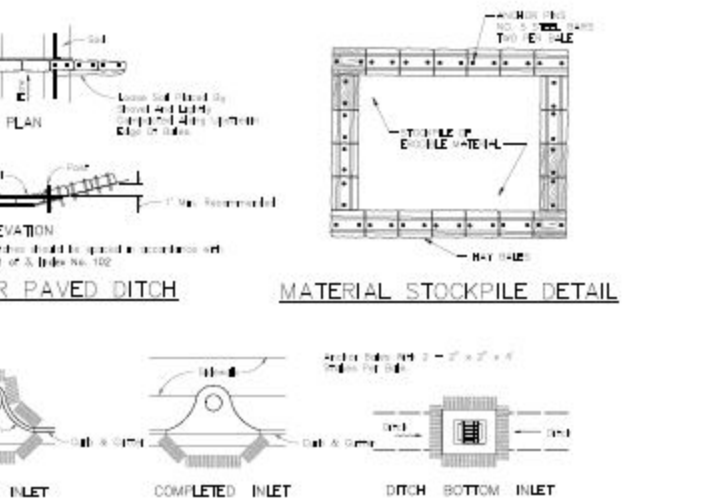
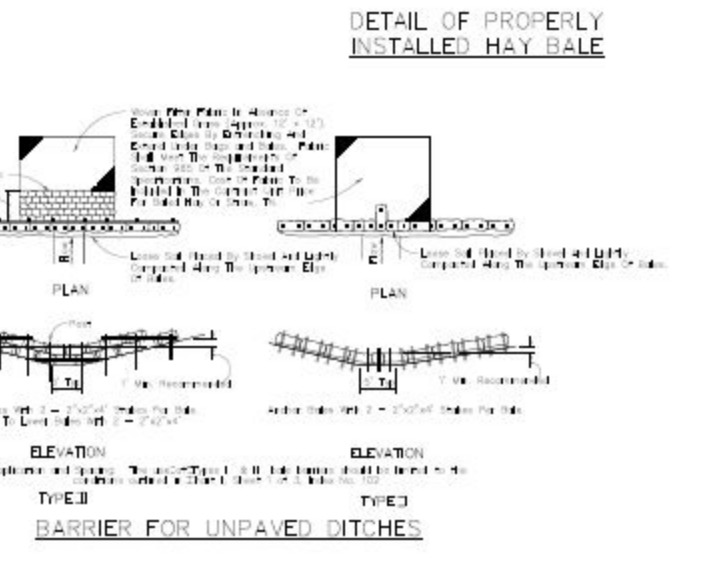
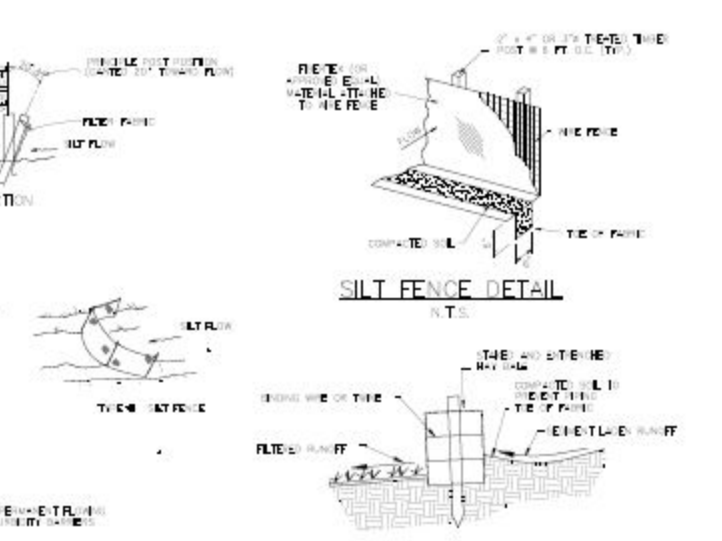
SILT FENCE APPLICATIONS



BARRIERS FOR FILL SLOPES



FILTER BAG DETAIL FOR TRENCH DEWATERING OPERATIONS



PROTECTION AROUND INLETS OR SIMILAR STRUCTURES

[illegible]

- THE FOLLOWING INFORMATION IS FOR THE USE OF THE FBI ONLY. IT IS NOT TO BE RELEASED TO ANY OTHER AGENCY OR INDIVIDUAL WITHOUT THE WRITTEN AUTHORIZATION OF THE FBI. THIS INFORMATION IS UNCLASSIFIED AND PUBLIC RELEASE IS AUTHORIZED.
- ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE BY THE FOLLOWING:
- DATE 08-14-2019 BY 60322 UCBAW/BJS
- REASON: 25X(1) - (b)(7)(C), (b)(7)(D)
- ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE BY THE FOLLOWING:
- DATE 08-14-2019 BY 60322 UCBAW/BJS
- REASON: 25X(1) - (b)(7)(C), (b)(7)(D)

4. THE CONTAINER SHALL BE MARKED WITH ALL THE FOLLOWING INFORMATION AT THE TIME IT IS RECEIVED BY THE
 5. THE CONTAINER SHALL BE MARKED WITH ALL THE FOLLOWING INFORMATION AT THE TIME IT IS RECEIVED BY THE

- ALL THE CONTAINER TRAILERS ARE IN A HYDRA-MAX HOLD-LOUT AND TIES SHOWN.
SPRINTS AVAILABLE TO RENT BY THE DAY OR WEEK. SEE US FOR MORE INFORMATION. WE'LL BE HAPPY TO HELP YOU WITH YOUR TRAILER NEEDS.

- THE CONTRIBUTOR SHALL APPLY FOR GRANTS AND POST-GRANT MONITORING ACCORDING TO THE AVAILABLE INFORMATION TO ALL FUNDING BODIES.

- THE CONTRACT SHALL BE SUBJECT TO THE REVIEW OF CONTRACTS AND AGREEMENTS BY THE BOARD OF THE LOCAL HEALTH DEPARTMENT. THE REVIEW SHALL BE THE RESPONSIBILITY OF THE BOARD OF THE LOCAL HEALTH DEPARTMENT. THE REVIEW SHALL BE THE RESPONSIBILITY OF THE BOARD OF THE LOCAL HEALTH DEPARTMENT.

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK PLANNED TO BE COMPLETED WITHIN THE CONTRACT PERIOD, AND SHALL BE RESPONSIBLE FOR THE PROGRESS OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROGRESS OF THE WORK, AND SHALL BE RESPONSIBLE FOR THE PROGRESS OF THE WORK.

- [illegible]

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES TO REMAIN.

10. ALL PLANTS, VARIETALS AND HYBRIDS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT AND OWNER.

16. THE CONTINUED SMALL BUSINESS ALL RIGHTS INCLUDING FINANCING, BORROWING, HOLDING, VOTING, FIRST CONTROL, ETC. SHALL REMAIN RESERVED BY SBC AND SUBSIDIARIES AND AFFILIATES.

- IN THE CONTAINER SHALL BE PLACED A LIST OF WORK CLAIMS, REELS AND OVERHEADS. ALL CLAIMS SUBMITTED ARE TO BE CLEARLY OF THE WORK ITEMS AT THE CLOSE OF THE WORK DAY.

- ALL TRAILING TRAILERS ARE IN ACCORDANCE WITH ALL OTHER TRAILERS. TRAILERS ARE TRAIL TRAILERS ON NATIONAL TRAIL AND CAMPERS OF THE TRAIL.

15. PLANTS SHALL BE REMOVED BY THE PARTY SHALL OCCUR BY THE STATE OR FEDERAL FUNDED PLANTS SHALL NOT BE REMOVED.

- [illegible]

- ALL CONTAINER IS-BALL PRODUCTION SYSTEM 74-1 ALL PROCEED FROM CONTAINER OF ALL IS-BALL PRODUCTION. CONTAINER IS-BALL PRODUCTION TO BE DELIVERED WITH POTENTIAL FACTOR. CONTAINER IS-BALL PRODUCTION TO BE DELIVERED WITH POTENTIAL FACTOR. CONTAINER IS-BALL PRODUCTION TO BE DELIVERED WITH POTENTIAL FACTOR.

2. IF ANY BOMBING WOULD BE PLANNED AND HURTLEMAN TO ALLOW SECURITY BETWEEN THREE FEET AND FIVE FEET ABOVE

- 107-108 = 7910.

- NOTE:** IF THE TOP 1/3 OF EACH BATCH IS USED

36. MULTIPLE SHALL BE LICENSED EXERCISE FOR. UNDER SUCH, THERE OR OTHER INHERENTLY NATURAL OR MAN-MADE. IN ANY OTHER CASE TO INCLUDING, AND NOT TO BE USED FOR THE PURPOSES OF

- [illegible]

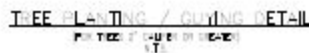
- (6) = LUM-BALLIC + 27 TOP L-ED FL-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B

- ALL THE BEST, BARRY, PHOENIX 8-3881.

- ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 08-19-2006 BY 60322 UCBAW/BJS

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.

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1. 凡在本市行政区域内从事生产、经营活动的单位和个人，均应当依照本办法的规定，依法缴纳地方教育附加。
 2. 地方教育附加的征收范围包括：
 (一) 增值税；
 (二) 消费税；
 (三) 营业税；
 (四) 企业所得税；
 (五) 个人所得税；
 (六) 房产税；
 (七) 车船税；
 (八) 城镇土地使用税；
 (九) 契税；
 (十) 其他依法征收的税种。
 3. 地方教育附加的征收比例按照下列规定执行：
 (一) 增值税、消费税、营业税、企业所得税、个人所得税、房产税、车船税、城镇土地使用税、契税等税种，按照应纳税额的百分之二征收；
 (二) 其他依法征收的税种，按照应纳税额的百分之五征收。
 4. 地方教育附加的征收机关为地方税务机关。
 5. 地方教育附加的征收期限与相应税种的征收期限一致。
 6. 地方教育附加的征收凭证由地方税务机关统一印制。
 7. 地方教育附加的征收管理按照《中华人民共和国税收征收管理法》及其实施细则的有关规定执行。
 8. 地方教育附加的征收工作应当依法进行，不得违反规定擅自减征、免征、缓征或者不征。
 9. 地方教育附加的征收工作应当接受财政、审计等部门的监督检查。
 10. 违反本办法规定的行为，将依法予以处罚。
 11. 本办法自发布之日起施行。

10. $\lim_{x \rightarrow 0} \frac{1}{x} = \infty$ is true. $\lim_{x \rightarrow 0} \frac{1}{x} = -\infty$ is false. $\lim_{x \rightarrow 0} \frac{1}{x} = 0$ is false. $\lim_{x \rightarrow 0} \frac{1}{x} = 1$ is false.

- [illegible]

245

NOTE TO CONTRACTOR: THIS DRAWING IS BASED ON
A RECENT AERIAL PHOTOGRAPH OBTAINED FROM
THE ESCAMBIA COUNTY PROPERTY APPRAISERS
OFFICE. ALL QUANTITIES SHOWN SHOULD BE FIELD
VERIFIED

STATE ONE CALL
1-800-432-4770

**City of Pensacola - Tree Trust Fund
FY 2011 - FY 2021**

FY 2011				
<u>Revenues</u>	<u>Amount</u>	<u>District</u>	<u>Expense</u>	<u>Amount</u>
1000 W Moreno - Baptist				
Health Care West Expansion	\$5,000.00	7	Roger Scott Tennis Center	\$7,955.00
MISC	\$9,352.00		Summit Blvd Median	\$26,305.50
			PFP-Bryan Park	\$9,540.00
			Springdale Park	\$200.00
			Bay Bluffs	\$360.00
			Bark Park II / Bayview	\$240.00
			Lakeview Ave	\$540.00
			"A" Street Streetscape	\$126,577.67
			Greenwood Park	\$90.00
			Lee Square- Florida Square	\$555.00
			MLK Blvd ROW	\$360.00
			Veterans Memorial/ Admiral	
			Mason Park	\$2,823.40
			Victory Park II	\$4,402.60
			Bill Gregory	\$1,760.00
			Legion Field	\$1,080.00
			Maintenance	\$289.45
Totals	<u>\$14,352.00</u>			<u>\$183,078.62</u>

FY 2012				
<u>Revenues</u>	<u>Amount</u>	<u>District</u>	<u>Expense</u>	<u>Amount</u>
MISC	\$10,000.40		Bryan Park	\$2,356.00
			Lakeview	\$11,980.00
			"A" Street Streetscape	\$10,646.40
Totals	<u>\$10,000.40</u>			<u>\$24,982.40</u>

FY 2013				
<u>Revenues</u>	<u>Amount</u>	<u>District</u>	<u>Expense</u>	<u>Amount</u>
1305 W Moreno St, Dialysis Center, Baptist Hospital	\$10,050.00	7	Parker Circle (Formally Ferry Pass Park)	\$111.20
MISC	\$8,175.00		Scenic Hwy ROW	\$2,685.00
			Lakeview Ave	\$31,530.00
			Downtown Tree Replacements	\$4,740.00
			Maintenance	\$1,375.00
Totals	<u>\$18,225.00</u>			<u>\$40,441.20</u>

FY 2014				
<u>Revenues</u>	<u>Amount</u>	<u>District</u>	<u>Expense</u>	<u>Amount</u>
6295 Winona Dr, Dominos Pizza, Two Mary's Property	\$6,125.00	1	Estramadura Park	\$2,965.50
MISC	\$6,125.00			
Totals	<u>\$12,250.00</u>			<u>\$2,965.50</u>

**City of Pensacola - Tree Trust Fund
FY 2011 - FY 2021**

FY 2015

<u>Revenues</u>	<u>Amount</u>	<u>District</u>	<u>Expense</u>	<u>Amount</u>
5100 N 9th Ave, Auntie Anne's, Simon	\$4,075.00	2	Osceola Golf	\$710.00
5800 N Davis Hwy, Mattress Firm, NLA UG Pensacola LLC	\$55,200.00	2	Pine Glades Park	\$1,042.86
1402 E La Rua St- Res	\$1,000.00	6	Semmes Park	\$1,152.14
1600 W Main St, Kesco Kitchen	\$2,075.00	7	A.K. Suter School Grounds	\$16,973.00
MISC	\$9,175.00		EPH Lions Park	\$1,475.00
			Catalonia Square	\$2,928.57
			Zamora Square	\$821.43
			Rotary Centennial Park	\$48,250.00
			Replaced Truck # 537 F-700	\$83,256.72
			2015 Tree Boom Mower	\$22,978.16
Totals	<u>\$71,525.00</u>			<u>\$179,587.88</u>

FY 2016

<u>Revenues</u>	<u>Amount</u>	<u>District</u>	<u>Expense</u>	<u>Amount</u>
903 Airport Blvd, Outback Steakhouse	\$75,575.00	2	Gull Point Center	\$1,325.00
1717 E Mallory St - Res	\$1,000.00	5	12th Ave Tree Tunnel	\$2,149.00
MISC	\$5,100.00		Osceola Golf	\$3,850.00
			Bayview Park	\$6,533.75
			Bayview Sr Center	\$6,984.36
			Bayfront Parkway	\$14,248.38
			CSX/Circle K Leased Property	\$15,458.34
			Fricker Center	\$1,546.00
			Irrigation System- Bayfront	\$31,995.00
			Jefferson St Median	\$1,575.00
			Irrigation System- Garden St	\$12,560.00
			Kubota M59 Backhoe	\$74,621.75
			Traffic Board/ Arrow Board	\$4,650.00
			Vermeer Chipper	\$15,032.48
Totals	<u>\$81,675.00</u>			<u>\$192,529.06</u>

**City of Pensacola - Tree Trust Fund
FY 2011 - FY 2021**

FY 2017				
<u>Revenues</u>	<u>Amount</u>	<u>District</u>	<u>Expense</u>	<u>Amount</u>
2627 Creighton Rd - Suntrust	\$6,000.00	2	Belvedere Park	\$447.27
			Eastgate Park	\$447.27
5033 N 12th Ave	\$800.00	2	Elisabeth Peaden Park (Audubon	\$3,670.00
5151 N 9th Ave, Sacred Heart			Park)	
Hospital	\$5,000.00	2	Summit Blvd Median	\$24,900.00
6000 cobblecreek Rd - Residence				
Inn by Marriott- Airport	\$26,000.00	2	Woodcliff Park	\$307.27
2401 E Scott St - Res	\$1,000.00	4	Bryan Park	\$3,919.78
1217 W Government St -Res	\$1,000.00	7	Camelot Park	\$1,007.27
MISC	\$6,325.00		Dunmire Woods	\$307.28
			Fairchild Park	\$447.27
			Parker Circle (Formally Ferry	
			Pass Park)	\$447.27
			Pine Glades Park	\$167.27
			Springdale Park	\$307.28
			Tippin Park	\$307.27
			Highland Terrace Park	\$24,680.00
			Bayfront Pkwy	\$24,902.00
			Jefferson St Median	\$1,000.00
			Martin Luther King Plaza	\$4,587.65
			Sandars Beach Park	\$24,865.00
Totals	\$46,125.00			\$116,717.15
FY 2018				
<u>Revenues</u>	<u>Amount</u>	<u>District</u>	<u>Expense</u>	<u>Amount</u>
1106 E Leonard St - Res	\$1,000.00	5		
413 W Jackson St - Res	\$1,000.00	6		
MISC	\$2,600.00			
Totals	\$4,600.00			\$0.00

**City of Pensacola - Tree Trust Fund
FY 2011 - FY 2021**

FY 2019				
<u>Revenues</u>	<u>Amount</u>	<u>District</u>	<u>Expense</u>	<u>Amount</u>
1980 Summit Blvd, Ascension Sacred Heart	\$15,000.00	1		
4910 N. 12th Ave, West Florida Medical group	\$18,900.00	1		
4400 Bayou Blvd - Res	\$1,200.00	2		
4925 Grande Dr, Ascension Sacred Heart	\$32,075.00	2		
6005 College Pkwy Ste 1, First City Drugs Pharmacy	\$4,800.00	2		
2671 Paradise Point Dr. -Res	\$1,000.00	4		
2802 E Strong St - Res	\$1,000.00	4		
1517 E. Fisher St - Res	\$1,000.00	5		
1202 W Zarragossa St.	\$2,000.00	7		
2001 W Romana St - Res	\$1,000.00	7		
2061 W Romana St - Res	\$1,000.00	7		
2071 W Romana St - Res	\$1,000.00	7		
MISC	\$16,225.00			
Totals	<u>\$96,200.00</u>			<u>\$0.00</u>

FY 2020				
<u>Revenues</u>	<u>Amount</u>	<u>District</u>	<u>Expense</u>	<u>Amount</u>
1010 Office Woods Dr, Encompass Health Rehabilitation	\$4,000.00	2	Puppy Park	\$3,000.00
324 S. N St - Res	\$1,000.00	7		
MISC	\$23,500.00			
Totals	<u>\$28,500.00</u>			<u>\$3,000.00</u>

**City of Pensacola - Tree Trust Fund
FY 2011 - FY 2021**

FY 2021 (As of 8/25/2021)

<u>Revenues</u>	<u>Amount</u>	<u>District</u>	<u>Expense</u>	<u>Amount</u>
8 N 9th Ave, Development- Chandler Quinn LLC	\$2,800.00	6	Hitzman Park	\$1,800.00
8 N 9th Ave, Development of Hawkshaw neighborhood- Sai Laxmi Pensacola, LLC	\$52,800.00	6	EPH Lions Park	\$8,990.00
301 Clubbs - Res	\$1,000.00	7		
440 S F St. - Res	\$3,600.00	7		
704 S N St. - Res	\$1,000.00	7		
MISC	\$5,000.00			
Totals	<u>\$66,200.00</u>			<u>\$10,790.00</u>

Total Revenues Last 10 Years	<u>\$449,652.40</u>	Total Expenses Last 10 Years	<u>\$754,091.81</u>
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Total Revenues By District

District 1	\$40,025.00
District 2	\$214,725.00
District 3	\$0.00
District 4	\$3,000.00
District 5	\$3,000.00
District 6	\$57,600.00
District 7	\$29,725.00
MISC	\$101,577.40

Total Expenses By District

District 1	\$67,157.31
District 2	\$25,872.89
District 3	\$3,045.00
District 4	\$41,196.11
District 5	\$77,594.50
District 6	\$296,757.44
District 7	\$40,265.00
MISC	\$202,203.56

City of Pensacola - Tree Trust Fund
FY 2011 - FY 2021

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City of Pensacola - Tree Trust Fund
FY 2011 - FY 2021

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City of Pensacola - Tree Trust Fund
FY 2011 - FY 2021

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City of Pensacola - Tree Trust Fund
FY 2011 - FY 2021

District

District

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City of Pensacola - Tree Trust Fund
FY 2011 - FY 2021

District

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4

TREE TRUST FUND:

Permit Number:	FY:	Address:	Amount:
10-04-0318	FY2010	351 Woodbine Dr.	\$1,075.00
10-08-0297	FY2010	1000 W. Moreno St.	\$5,000.00
13-03-0401	FY2013	1305 W. Moreno St.	\$10,050.00
14-07-0249	FY2014	3107 E. Cervantes St.	\$6,125.00
14-11-0155	FY2015	5800 N. Davis Hwy.	\$22,800.00
14-12-0180	FY2015	917 E. Strong St.	\$4,075.00
15-04-0329	FY2015	1600 W. Main St.	\$2,075.00
15-07-0240	FY2015	1402 E. LaRua St.	\$1,000.00
16-06-0576	FY2016	1717 E. Mallory St.	\$1,000.00
16-08-0341	FY2016	903 Airport Blvd.	\$75,575.00
16-11-0446	FY2017	5033 N. 12th Ave.	\$800.00
16-12-0434	FY2017	2627 Creighton Rd.	\$6,000.00
17-02-0538	FY2017	2401 E. Scott St.	\$1,000.00
17-05-0091	FY2017	1217 W. Government St.	\$1,000.00
17-05-0473	FY2017	6000 Cobblecreek Rd.	\$26,000.00
18-04-0340	FY2018	1106 E. Leonard St.	\$1,000.00
18-06-0242	FY2018	413 W. Jackson St.	\$1,000.00
18-07-0514	FY2018	4400 Bayou Blvd.	\$1,200.00
18-12-0155	FY2019	1517 E. Fisher St.	\$1,000.00
19-01-0396	FY2019	6005 College Pkwy. Ste 1	\$4,800.00
19-01-0590	FY2019	4910 N. 12th Ave.	\$18,900.00

19-02-0537	FY2019	4925 Grande Dr.	\$32,075.00
19-02-0684	FY2019	2671 Paradise Point Dr.	\$1,000.00
19-04-0042	FY2019	2802 E Strong St.	\$1,000.00
19-04-0386	FY2019	2071 W. Romana St.	\$1,000.00
19-04-0387	FY2019	2061 W. Romana St.	\$1,000.00
19-05-0001	FY2019	1890 Summit Blvd.	\$15,000.00
19-05-0131	FY2019	1202 W. Zarragossa St.	\$2,000.00
19-05-0414	FY2019	2001 W. Romana St.	\$1,000.00
19-11-109	FY2020	324 S. N St.	\$1,000.00
20-04-2755	FY2021	301 Clubbs	\$1,000.00
20-05-3570	FY2020	1101 Office Woods	\$4,000.00
20-07-5384	FY2021	704 S. N St.	\$1,000.00
20-08-5834	FY2021	440 S. F St.	\$3,600.00
20-08-6090	FY2021	8 N. 9th Ave.	\$52,800.00
20-12-9267	FY2021	804 E. Wright St.	\$2,800.00

District:

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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-77

City Council

9/9/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-77 - MARKET PLACE STORMWATER POND

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2021-77:

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:

Market Place Street is a one block street that abuts the north side of a five acre city storm water pond that also abuts 12th Avenue and Grande Street. The five acre pond is an unsightly, poorly maintained storm water pond surrounded by a rusting chain link fence that has barbed wire on top of the fence. The pond is surrounded by hundreds of small businesses, medical facilities and a residential neighborhood. The city is in the process of making the pond deeper and wider. The area of the pond abutting Market Place Street is approximately 15 to 20 feet wide. There are no sidewalks along Market Place to connect to the sidewalk on 12th Avenue and Grande Street. Market Place Greenway was designed by landscape architect Michael Wolf, whose concept has been submitted to City Council numerous times. Providing trees, shade, landscaping, plantings and vines, sidewalk, benches and adequate lighting will be an improvement to provide walking and recreational opportunities for people who live and work around the Market Place Street. Planting trees will also mitigate the loss of vast portions of the area's tree canopy providing mitigation for climate change, habitat for birds and pollinators as well as improving the spiritual life of those who enjoy the serenity of walking and admiring the beauty of nature.

PRIOR ACTION:

June 17, 2021 - City Council received a presentation regarding the Market Place Greenway

October 24, 2019 - City Council received a presentation regarding the Market Place / Summit

Greenway and Carpenters Creek Watershed

FUNDING:

Budget: \$ 0

Actual: \$100,000 - Tree Trust Fund
30,000 - District 2 Allocation from Tree Trust Fund
100,000-Unassigned Fund Balance
\$230,000 -- Total

FINANCIAL IMPACT:

This Resolution will reduce the Tree Trust fund by \$100,000, will zero out District 2's Trust Fund Allocation, and will reduce the Unassigned Fund Balance (Frozen Fund) by \$100,000.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2021-77
- 2) Supplemental Budget Explanation No. 2021-77

PRESENTATION: No

**RESOLUTION
NO. 2021-77**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. GENERAL FUND

Fund Balance	100,000
Fund Balance - Shift to Tree Planting Trust Fund	(100,000)

B. TREE PLANTING TRUST FUND

Fund Balance - Shift from General Fund	100,000
--	---------

As Reads:	Operating Expenses	16,816,133
Amended		
To Read:	Operating Expenses	16,916,133

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

SEPTEMBER 2021 - SUPPLEMENTAL BUDGET RESOLUTION -MARKET PLACE STORMWATER POND - RES NO. 2021-77

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
Fund Balance	100,000	Increase appropriated fund balance
Fund Balance	<u>(100,000)</u>	Decrease appropriated fund balance - Shift To Tree Planting Trust Fund
B. TREE PLANTING TRUST FUND		
Fund Balance	<u>100,000</u>	Increase appropriated fund balance- Shift From General Fund
Appropriations		
Operating Expense	<u>100,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>100,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00754

City Council

9/9/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

CITY OF PENSACOLA ACTIVE TRANSPORTATION PLAN

RECOMMENDATION:

That City Council provide funding of \$166,000 for the creation of an Active Transportation Plan. Further that City Council approve a supplemental budget resolution.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Safe, convenient, and accessible transportation for all users is a priority of the City of Pensacola. Active transportation is any way in which one travels using his/her own power to get from one place to another, the modes of travel include, but not limited to, walking, cycling, wheel chairing, etc. An Active Transportation Plan (ATP) is a high-level plan that is developed with strong public input on planning for future roadway and trailway improvements to make transportation easier and safer for people to walk and cycle. An ATP provides guidance to local government staff and officials for advancing active transportation initiatives. The generation of an ATP would be another achievement in carrying out the City's Complete Streets goals and initiatives.

The term 'Complete Streets' describes a comprehensive, integrated transportation network with infrastructure and design that allows for safe and convenient travel along and across streets for all users, including pedestrians, persons with disabilities, bicyclists, motorists, users of micromobility devices, movers of commercial goods, users and operators of public transportation, seniors, older persons, children, youth, and families. Complete Streets improve public health and safety by reducing the risk of injuries and fatalities from traffic collisions for users of all transportation modes.

With the recent adoptions of the Complete Street Policy and Ordinance, and the hiring of a new transportation planner, an ATP is the "next step" in moving the City towards the Complete Streets goals that have long been discussed.

PRIOR ACTION:

March 11, 2021 - City Council passed Ordinance No. 06-21-Creating guidelines and regulations for the development of complete streets.

August 9, 2012 - City Council passed Resolution No. 29-12 - Establishing a Complete Streets Policy to integrate bicycling, walking and public transit with the city's transportation programs, projects and policy initiatives.

FUNDING:

Budget: \$ 0

Actual: \$166,000 - from Unassigned Fund Balance

FINANCIAL IMPACT:

This action will reduce the Unassigned Fund Balance (Frozen Fund) by \$166,000

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Ordinance No. 06-21
- 2) Resolution No. 29-12

PRESENTATION: No

PROPOSED
ORDINANCE NO. 06-21

ORDINANCE NO. 06-21

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 11-4-104 THROUGH SECTION 11-4-110 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; CREATING GUIDELINES AND REGULATIONS FOR THE DEVELOPMENT OF COMPLETE STREETS; PROVIDING DEFINITIONS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, safe, convenient, and accessible transportation for all users is a priority of the city; and

WHEREAS, the term "complete streets" describes a comprehensive, integrated transportation network with infrastructure and design that allows for safe and convenient travel along and across streets for all users, including pedestrians, persons with disabilities, bicyclists, motorists, users of micromobility devices, movers of commercial goods, users and operators of public transportation, seniors, older persons, children, youth, and families; and

WHEREAS, public health and safety is improved by complete streets by reducing the risk of injuries and fatalities from traffic collisions for users of all modes of transportation;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Sections 11-4-104 through 11-4-110 of the Code of the City of Pensacola, Florida, are hereby created to read as follows:

DIVISION 4. – COMPLETE STREETS

Sec. 11-4-104. – Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Complete street means a street or roadway allowing for safe and convenient travel by all of the following categories of users, including, but not limited to: pedestrians, people with disabilities, bicyclists, motorists, users of micromobility devices, movers of commercial goods, users and operators of public transportation, seniors, older persons, children, youth, and families.

Streetscaping project means the use of elements, including but not limited to street furniture, trees, open/green spaces, sidewalks, and street markings, to enhance the character of the street.

Transportation project means any development, project, program, or practice affecting the transportation network or occurring in the city public rights-of-way, including any construction, reconstruction, retrofit, signalization operations, resurfacing, restriping, rehabilitation, maintenance (excluding routine maintenance that does not change the roadway geometry or operations, such as mowing, sweeping, and spot repair), operations, alteration, and repair of any public street or roadway within the city (including alleys, bridges, frontage roads, and other elements of the transportation system).

Sec. 11-4-105. – Complete Streets Requirements.

The city shall work towards developing an integrated and connected multimodal transportation system of complete streets serving all neighborhoods. Toward this end, the city adopts the following requirements:

- (1) Wherever possible, the city shall provide for complete streets for all categories of users as identified in Sec. 11-4-104 for all transportation and streetscaping projects, including all phases of the projects.
- (2) Wherever possible, projects shall strive to create a network of continuous bicycle- and pedestrian-friendly routes, including routes connecting with transit and allowing for convenient access to places such as work, home, commercial areas, and schools.
- (3) The city shall coordinate with adjacent jurisdictions and any other relevant public agencies, including Florida-Alabama Transportation Planning Organization to ensure, wherever possible, the network of continuous bicycle- and pedestrian-friendly routes extends beyond the city's boundaries into adjacent jurisdictions.
- (4) The city shall rely upon professional design standards, manuals, or guidelines, as applicable, in developing and implementing the complete streets program. All design standards, manuals, and guidelines used in the program will be available for review in the planning services department.
- (5) All complete streets projects shall reflect the context and character of the surrounding built and natural environments and enhance the appearance of

such. At the planning stage, the city shall work with local residents, business operators, neighboring jurisdictions, school districts, students, property owners, and other stakeholders who will be directly affected by a complete streets project to address any concerns regarding context and character.

Sec. 11-4-106 – Administration and Enforcement.

The planning services department and the public works and facilities department shall work in coordination, along with any other city departments deemed applicable, to implement this section in the following ways:

- (a) The city's planning services department shall develop and maintain a complete streets program which will outline clear policy objectives and include a reference to a complete streets project list developed in coordination with the public works and facilities department.
- (b) The city's public works and facilities department shall incorporate design standards which reflect the best management practices for effectively implementing complete streets, into all city and community redevelopment agency street and sidewalk projects, subject to available funding.

Sec. 11-4-107 – Exemptions.

A specific category of user may be excluded from the requirements of Sec. 11-4-105 only if one or more of the following exceptions apply:

- (a) Use of the roadway is prohibited by law for the category of user (e.g., pedestrians on an interstate freeway, vehicles on a pedestrian mall). In this case, efforts shall be made to accommodate the excluded category of user on a parallel route.
- (b) There is an absence of both a current and future need to accommodate the category of user. Absence of future need may be shown via demographic, school, employment, and public transportation route data that demonstrate, for example, a low likelihood of bicycle, pedestrian, or transit activity in an area over the next 20 years.
- (c) The cost would be excessively disproportionate to the current need or future need over the next 20 years.
- (d) An exception shall be granted if the request is submitted to the city in writing, with supporting documentation, and is approved by the mayor.

Sec. 11-4-108. – Evaluation Criteria.

In order to evaluate whether the streets and transportation network are adequately serving each category of users, the public works and facilities department shall collect and/or report baseline and annual data on matters relevant to this section and the city's complete streets program, including, without limitation, the following information:

- (a) Mileage of new bicycle infrastructure (e.g., bicycle lanes, paths, and boulevards)
- (b) Linear feet of new pedestrian infrastructure (e.g., sidewalks, trails, etc.)
- (c) Number of existing curb ramps retrofitted to meet ADA compliance and new curb ramps installed
- (d) Number of new street trees planted
- (e) Type and number of pedestrian- and bicycle-friendly signage and landscaping improvements, including street furniture and lighting
- (f) Bicycle and pedestrian counts
- (g) The percentage of transit stops accessible via sidewalks and curb ramps
- (h) The number, locations, and cause of collisions, injuries, and fatalities by mode of transportation
- (i) The total number of children walking or bicycling to school
- (j) Vehicle Miles Traveled (VMT) or Single Occupancy Vehicle (SOV) trip reduction data as made available by Florida-Alabama TPO

Sec. 11-4-109. – Annual Monitoring.

All applicable city departments shall generate an annual report of all complete streets plans, improvements, and activities and provide same to the mayor for review and dissemination.

Sec. 11-4-110. – Appropriations.

Nothing in this complete streets program shall operate to require an appropriation unless otherwise separately approved by the city council according to its standard appropriations process.

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.

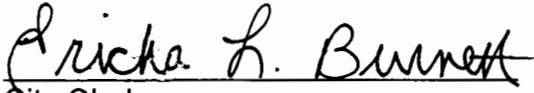
SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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: March 11, 2021

Approved: 
President of City Council

Attest:


City Clerk

RESOLUTION
NO. 29-12

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY OF PENSACOLA
ESTABLISHING A COMPLETE STREETS POLICY
TO INTEGRATE BICYCLING, WALKING AND
PUBLIC TRANSIT WITH THE CITY'S
TRANSPORTATION PROGRAMS, PROJECTS,
AND POLICY INITIATIVES.

WHEREAS, in 2005, the Florida Legislature directed the Florida Department of Transportation (FDOT) to determine ways to increase the use of bicycles in order to conserve energy, reduce pollution, and improve health, and established FDOT's Conserve by Bicycle Program Study, which recommended that "public agencies accommodate bicycling on all non-limited access roadways in Florida"; and

WHEREAS, Florida Statutes, Section 335.065, titled "Bicycle and pedestrian ways along state roads and transportation facilities" is part of FDOT's Pedestrian and Bicycle Procedure and states that "Bicycle and pedestrian ways shall be given full consideration in the planning and development of transportation facilities...and bicycle and pedestrian ways shall be established with the construction, reconstruction, or other change of any state transportation facility..."; and

WHEREAS, the streets of a city are an important part of the livability of the overall community. They should be designed with all users in mind - including bicyclists, public transportation vehicles and riders, and pedestrians of all ages and abilities; and

WHEREAS, streets that support and invite multiple uses, including safe, active, and ample space for pedestrians, bicycles, and transit are more conducive to the overall quality of life of a community, rather than streets designed primarily to move automobiles; and

WHEREAS, encouraging active transportation such as walking and biking offers the potential for improved public health, a cleaner environment, and a more livable community; and

WHEREAS, the City of Pensacola's Comprehensive Plan includes goals, objectives and policies that support Complete Streets and multi-modal transportation options; NOW, THEREFORE,

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

SECTION 1. That the City Council affirms that all road projects should be designed to comfortably accommodate all users to the fullest extent possible; that bicycling, walking and public transit accommodations should be a routine component of the City's planning, design, construction, maintenance and operating activities; and that bicycle and pedestrian ways should be considered in new construction, reconstruction, resurfacing, or other retrofit road and bridge projects.


SECTION 2. That the City Council recognizes that limited exceptions to these accommodations are allowed under Florida Statutes, 335.065 related to state controlled roadways. The City Council will consider on a case by case basis exceptions to these accommodations along City roadways, and will highly encourage other jurisdictions to respect and use a similar approach to complete streets for all streets under their control within the incorporated City limits of Pensacola.

SECTION 3. That the City Council encourages the State of Florida, FDOT, and Escambia County to embrace and adopt complete street guidelines and policies and integrate them into their standard street design and operations.


SECTION 4. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the city council of the City of Pensacola, Florida.

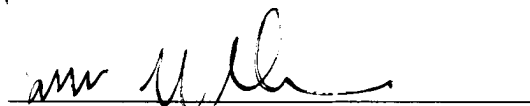
Adopted: August 9, 2012

Approved: 
President of City Council

Attest:


City Clerk

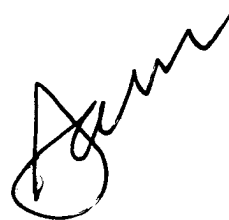
Legal in form and valid
as drawn:


City Attorney

CITY COUNCIL MEMORANDUM

August 9, 2012

Item 16A



TO: City Council

FROM: Sam Hall, Council President

SUBJECT: Resolution No. 29-12 – Complete Streets

RECOMMENDATION:

That City Council adopt Resolution No. 29-12.

SUMMARY:

Complete Streets offer many benefits to communities of all sizes. Efficient and accessible connections between residences, schools, parks, public transportation, offices, and retail destinations can produce an economic benefit. Safety is increased when roads are designed for pedestrian and bicycle travel, and by encouraging more walking and bicycling public health can be improved. Streets that provide multiple travel choices can give people the option to leave their cars at home to avoid traffic jams, and this, in turn, has the ability to increase the overall capacity of the local transportation network. Streets that provide room for bicycling and walking result in more children walking and biking to school. Safe Routes to School programs, which are becoming increasingly popular across the country, benefit from complete streets policies that help turn all routes into safe routes.

By adopting a resolution supporting Complete Streets, the City acknowledges and affirms that road projects should be designed to accommodate all users to the fullest extent possible, and that bicycle and pedestrian ways should be considered in new construction, reconstruction, resurfacing, or other retrofit road projects.

PRIOR ACTION:

In 2010, City Council adopted Complete Streets policies into the Transportation Element within the Goals Objectives and Policies document of the City's Comprehensive Plan.

FUNDING: Budget: N/A
Actual: N/A

ATTACHMENTS: Res. 29-12

PRESENTATION: No.

RESOLUTION
NO. 29-12

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY OF PENSACOLA
ESTABLISHING A COMPLETE STREETS POLICY
TO INTEGRATE BICYCLING, WALKING AND
PUBLIC TRANSIT WITH THE CITY'S
TRANSPORTATION PROGRAMS, PROJECTS,
AND POLICY INITIATIVES.

WHEREAS, in 2005, the Florida Legislature directed the Florida Department of Transportation (FDOT) to determine ways to increase the use of bicycles in order to conserve energy, reduce pollution, and improve health, and established FDOT's Conserve by Bicycle Program Study, which recommended that "public agencies accommodate bicycling on all non-limited access roadways in Florida"; and

WHEREAS, Florida Statutes, Section 335.065, titled "Bicycle and pedestrian ways along state roads and transportation facilities" is part of FDOT's Pedestrian and Bicycle Procedure and states that "Bicycle and pedestrian ways shall be given full consideration in the planning and development of transportation facilities...and bicycle and pedestrian ways shall be established with the construction, reconstruction, or other change of any state transportation facility..."; and

WHEREAS, the streets of a city are an important part of the livability of the overall community. They should be designed with all users in mind - including bicyclists, public transportation vehicles and riders, and pedestrians of all ages and abilities; and

WHEREAS, streets that support and invite multiple uses, including safe, active, and ample space for pedestrians, bicycles, and transit are more conducive to the overall quality of life of a community, rather than streets designed primarily to move automobiles; and

WHEREAS, encouraging active transportation such as walking and biking offers the potential for improved public health, a cleaner environment, and a more livable community; and

WHEREAS, the City of Pensacola's Comprehensive Plan includes goals, objectives and policies that support Complete Streets and multi-modal transportation options; NOW, THEREFORE,

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

SECTION 1. That the City Council affirms that all road projects should be designed to comfortably accommodate all users to the fullest extent possible; that bicycling, walking and public transit accommodations should be a routine component of the City's planning, design, construction, maintenance and operating activities; and that bicycle and pedestrian ways should be considered in new construction, reconstruction, resurfacing, or other retrofit road and bridge projects.

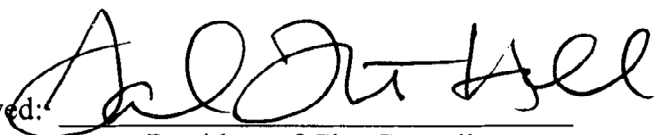
SECTION 2. That the City Council recognizes that limited exceptions to these accommodations are allowed under Florida Statutes, 335.065 related to state controlled roadways. The City Council will consider on a case by case basis exceptions to these accommodations along City roadways, and will highly encourage other jurisdictions to respect and use a similar approach to complete streets for all streets under their control within the incorporated City limits of Pensacola.

SECTION 3. That the City Council encourages the State of Florida, FDOT, and Escambia County to embrace and adopt complete street guidelines and policies and integrate them into their standard street design and operations.

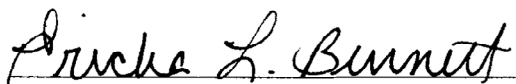
SECTION 4. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the city council of the City of Pensacola, Florida.


Adopted: August 9, 2012

Approved: 
President of City Council

Attest:


City Clerk

Legal in form and valid
as drawn:


City Attorney

CITY COUNCIL MEMORANDUM

August 9, 2012
Item 16A



TO: City Council

FROM: Sam Hall, Council President

SUBJECT: Resolution No. 29-12 – Complete Streets

RECOMMENDATION:

That City Council adopt Resolution No. 29-12.

SUMMARY:

Complete Streets offer many benefits to communities of all sizes. Efficient and accessible connections between residences, schools, parks, public transportation, offices, and retail destinations can produce an economic benefit. Safety is increased when roads are designed for pedestrian and bicycle travel, and by encouraging more walking and bicycling public health can be improved. Streets that provide multiple travel choices can give people the option to leave their cars at home to avoid traffic jams, and this, in turn, has the ability to increase the overall capacity of the local transportation network. Streets that provide room for bicycling and walking result in more children walking and biking to school. Safe Routes to School programs, which are becoming increasingly popular across the country, benefit from complete streets policies that help turn all routes into safe routes.

By adopting a resolution supporting Complete Streets, the City acknowledges and affirms that road projects should be designed to accommodate all users to the fullest extent possible, and that bicycle and pedestrian ways should be considered in new construction, reconstruction, resurfacing, or other retrofit road projects.

PRIOR ACTION:

In 2010, City Council adopted Complete Streets policies into the Transportation Element within the Goals Objectives and Policies document of the City's Comprehensive Plan.

FUNDING: Budget: N/A
Actual: N/A

ATTACHMENTS: Res. 29-12

PRESENTATION: No.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-76

City Council

9/9/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-76 - CITY OF PENSACOLA ACTIVE TRANSPORTATION PLAN

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2021-76:

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:

Safe, convenient, and accessible transportation for all users is a priority of the City of Pensacola. Active transportation is any way in which one travels using his/her own power to get from one place to another, the modes of travel include, but are not limited to, walking, cycling, wheel chairing, etc. An Active Transportation Plan (ATP) is a high-level plan that is developed with strong public input on planning for future roadway and trailway improvements to make transportation easier and safer for people to walk and cycle. An ATP provides guidance to local government staff and officials for advancing active transportation initiatives. The generation of an ATP would be another achievement in carrying out the City's Complete Streets goals and initiatives.

The term 'Complete Streets' describes a comprehensive, integrated transportation network with infrastructure and design that allows for safe and convenient travel along and across streets for all users, including pedestrians, persons with disabilities, bicyclists, motorists, users of micromobility devices, movers of commercial goods, users and operators of public transportation, seniors, older persons, children, youth, and families. Complete Streets improve public health and safety by reducing the risk of injuries and fatalities from traffic collisions for users of all transportation modes.

With the recent adoptions of the Complete Street Policy and Ordinance, and the hiring of a new transportation planner, an ATP is the "next step" in moving the City towards the Complete Streets goals that have long been discussed.

PRIOR ACTION:

March 11, 2021 - City Council passed Ordinance No. 06-21-Creating guidelines and regulations for the development of complete streets.

August 9, 2012 - City Council passed Resolution No. 29-12 - Establishing a Complete Streets Policy to integrate bicycling, walking and public transit with the city's transportation programs, projects and policy initiatives.

FUNDING:

Budget: \$ 0

Actual: \$166,000 - Unassigned Fund Balance

FINANCIAL IMPACT:

This Resolution would reduce the Unassigned Fund Balance (Frozen Fund) by \$166,000

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2021-76
- 2) Supplemental Budget Explanation No. 2021-76

PRESENTATION: No

**RESOLUTION
NO. 2021-76**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR
THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. GENERAL FUND

	Fund Balance	166,000
As Reads:	Operating Expenses	16,816,133
Amended		
To Read:	Operating Expenses	16,982,133

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**SEPTEMBER 2021 - SUPPLEMENTAL BUDGET RESOLUTION -ACTIVE TRANSIT MASTER PLAN - RES NO. 2021-76**

FUND	AMOUNT	DESCRIPTION
A. GENERAL FUND		
Fund Balance	<u>166,000</u>	Increase appropriated fund balance
Appropriations		
Operating Expenss	<u>166,000</u>	Increase appropriation for Operating Expenses - Active Transit Master Plan
Total Appropriations	<u>166,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 28-21

City Council

9/9/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 28-21 AMENDMENT TO CITY CODE SECTION 4-3-97 -
SANITATION COLLECTION FEE AND EQUIPMENT SURCHARGE

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 28-21 on second reading:

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION COLLECTION FEES AND THE SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR A PREMIUM SERVICE FEE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Section 4-3-97 of the City Code provides for an automatic adjustment to the monthly sanitation rate each October 1st in accordance with the Consumer Price Index (CPI). Because the CPI was not increased during FY 2021, the new CPI estimate will be 1.5% for Fiscal Year 2021 and 2.6% for Fiscal Year 2022 which amounts to an increase of \$1.03 and would set the new rate at \$26.15 per month. This increase would allow for full funding of the Sanitation Services operation as budgeted in the FY 2022 Proposed Budget.

In accordance with the rate study completed in 2016, City Council approved the implementation of a Sanitation Equipment Surcharge to fund capital equipment replacement. The surcharge was initially set at \$1.00 effective June 1, 2017, with an increase to \$2.00 scheduled for October 1, 2018, an increase October 1, 2019, to \$2.04 based on the 1.9% CPI, and an increase to \$3.04 based on the capital equipment replacement schedule for FY 2021. Beginning October 1, 2021, a recommended increase of \$.08 or 2.6% as computed under the most recent CPI, bringing the Sanitation Equipment Surcharge to \$3.12.

Additionally, an optional service will be offered for a Premium Collection Surcharge of \$20.00 per month. Retrieval of recycling and garbage carts, dumping, and returning carts to their originating locations are services included. This service is not applicable to trash (green waste/C&D).

PRIOR ACTION:

August 12, 2021-The City Council voted to approve Proposed Ordinance No. 28-21 on first reading.

September 24, 2020 - City Council adopted Proposed Ordinance No. 41-20 adjusting the monthly Sanitation Equipment Surcharge to \$3.04.

September 26, 2019 - City Council adopted Proposed Ordinance No. 28-19 adjusting the monthly Sanitation Rate to \$25.11 and the Sanitation Equipment Surcharge to \$2.04 based on the 1.9% CPI.

FUNDING:

N/A

FINANCIAL IMPACT:

Approval of the proposed ordinance would set the Sanitation Rate at \$26.15 per month, a \$1.03 per month increase and would set the Sanitation Equipment Surcharge at \$3.12 per month, a \$.08 per month increase; the rate increase to the Sanitation Rate is based on the CPI estimate of 1.5% for FY 2021 and 2.6% for FY 2022 and the Sanitation Equipment Surcharge is based on the CPI estimate of 2.6% for FY 2022, both to be effective October 1, 2021 upon adoption at second reading. Based on an estimated 20,220 customers, the increase in the Sanitation Rate is projected to generate an additional \$194,000 annually in additional Residential Refuse Container Charges and the Sanitation Equipment Surcharge is projected to generate an additional \$25,800 annually for Capital Equipment Expenditures both of which have been incorporated in the FY 2022 Proposed Budget.

The Premium Collection Surcharge revenue will not be included in the FY 2022 Proposed Budget as it is currently unknown how many customers will request this service. Once implemented, revenue may be adjusted at a later date on a supplemental budget resolution appropriating the expected revenue for this service.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

6/29/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

Amy Miller, Deputy City Administrator - Administration & Enterprise

John Pittman, Sanitation Services & Fleet Management Director

Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 28-21

PRESENTATION: No

PROPOSED
ORDINANCE NO. 28-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 4-3-97 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INCREASE IN SANITATION COLLECTION FEES AND THE SANITATION EQUIPMENT SURCHARGE; PROVIDING FOR A PREMIUM SERVICE FEE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 4-3-97 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 4-3-97. Fees and surcharges.

The following fees are hereby established for recycling, solid waste or refuse collection services by the city as may be amended from time to time by resolution of the city council:

- (1) *New accounts, transferred accounts, and resumption of terminated service:* Twenty dollars (\$20.00).
- (2) *Garbage, recycling and trash collection fee, per month:* ~~\$25.11~~ Twenty-six dollars and eleven fifteen cents (\$26.15). This fee shall be automatically adjusted upon approval of council each October 1 hereafter based on the percentage difference in the cost of living as computed under the most recent Consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.
- (3) *Premium Service:* The fee for Premium Service surcharge of twenty dollars (\$20.00) shall be added to the collection fee established herein when participating customer enrolls in this optional service. Retrieval of recycling and garbage carts, dumping, and returning carts to their originating locations are services included. This service is not applicable to trash (green waste/construction and demolition).
- (4) ~~(3)~~ Provided, however, the monthly fee for garbage, recycling and trash collection for the dwelling of an eligible household, occupied by a person sixty-five (65) years of age or older, under the low-income home energy assistance program

pursuant to F.S. § 409.508, 1993, as administered by the Escambia County Council on Aging or for the dwelling of a family heretofore determined by the housing and community development office of the city to be eligible for assistance under the Section 8 existing housing assistance payments program pursuant to 42 U.S.C., section 1437(f), shall be reduced by one dollar (\$1.00) per month commencing October 1, 1989, and by an additional one dollar (\$1.00) per month commencing October 1, 1990, provided that sufficient monies are appropriated from the general fund to replace decreased solid waste revenues caused by such fee reductions. If insufficient monies are appropriated from the general fund to replace all of such decreased solid waste revenues, then the mayor may change the amount of the fee reduction to an amount less than the amount set forth in the preceding.

- (5) ~~(4)~~ *Sanitation equipment surcharge:* ~~Two~~ Three dollars and ~~four~~ twelve cents ~~(\$3.04)~~ (\$3.12) per month. A sanitation equipment surcharge shall be added as a separate line item to all city solid waste and/or refuse collection services fees. This surcharge shall be automatically adjusted upon approval of council each October 1 hereafter based on the percentage difference in the cost of living as computed under the most recent consumer Price Index for all urban consumers or similar index published by the Bureau of Labor Statistics, U.S. Department of Labor for the period beginning April 1st of the preceding year and ending March 31st of the current year.
- (6) ~~(5)~~ *Vehicle fuel and lubricant pass-through surcharge:* One dollar and thirty cents (\$1.30) per month. A sanitation services division vehicle fuel and lubricant surcharge shall be added as a separate line item to all city solid waste and/or refuse collection service fees. Said surcharge, which shall be initially set on the fiscal year 2007 sanitation services fuel and lubricant budget, shall be revised by the director of finance no less frequently than annually based upon the budgeted fuel and lubricant costs adjusted for their actual costs for the previous or current fiscal years.
- (7) ~~(6)~~ *Tire removal:* A surcharge of three dollars (\$3.00) per tire shall be added to the scheduled or nonscheduled bulk waste collection fee established herein whenever tire(s) more than twelve (12) inches in size are collected.
- (8) ~~(7)~~ *Scheduled bulk waste collection:* The fee for scheduled bulk item collection shall be fifteen dollars (\$15.00) for the first three (3) minutes and five dollars (\$5.00) for each additional three (3) minutes up to twenty-one (21) minutes after which time a disposal fee will be added.
- (9) ~~(8)~~ *Non-scheduled bulk waste collection:* The fee for nonscheduled bulk item collection shall be thirty-five dollars (\$35.00) for the first three (3) minutes and ten dollars (\$10.00) for each additional three (3) minutes up to twenty-one (21) minutes after which time a disposal fee will be added.
- (10) ~~(9)~~ Deposits in an amount up to a total of the highest two (2) months bills for

service within the previous twelve (12) months may be required of customers who, after the passage of this section, have their service cut for nonpayment or have a late payment history. The department of finance will be responsible for the judicious administration of deposits.

~~(11)(10)~~—A late charge equal to one and one-half (1½) percent per month of the unpaid previous balance.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 29-21

City Council

9/9/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 29-21 - REQUEST FOR ZONING MAP AMENDMENT - 1301 PALAFOX STREET

RECOMMENDATION:

That City Council adopt revised Proposed Ordinance No. 29-21 on second reading:

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

HEARING REQUIRED: Public

SUMMARY:

The City has received a request from 1301 N. Palafox Street, LLC to amend the City's Zoning Map for the property located at 1301 N. Palafox Street. The property is currently split zoned between PC-1, North Hill Preservation Commercial Zoning District, and PR1-AAA, North Hill Preservation Single-Family Zoning District. The applicant is proposing to amend the zoning map to include the property, in its entirety, in the PC-1, North Hill Preservation Commercial District.

On June 8, 2021, the Planning Board made a motion to deny with a recommendation to Council that they consider a transitional zone for this particular case. Implementation of this recommendation would require a future amendment to the City's Land Development Code. The motion to deny carried 5-2 with board members Wiggins and Larson dissenting.

On August 12, 2021, City Council conducted a public hearing and voted to accept the amended rezoning request from the applicant approving a zoning change from PR-1AAA, North Hill Preservation Single-Family, to PR-2, **North Hill Preservation Multiple-Family** (rather than PC-1, North Hill Preservation Commercial District), and subsequently amended Proposed Ordinance No. 29-21 on first reading.

PRIOR ACTION:

August 12, 2021 - City Council conducted a public hearing and approved the revised Proposed Ordinance No. 29-21 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

6/22/2021

STAFF CONTACT:

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

ATTACHMENTS:

- 1) REVISED Proposed Ordinance No. 29-21
- 2) Proposed Ordinance No. 29-21
- 3) Planning Board Rezoning Application
- 4) Community Comments
- 5) Planning Board Minutes June 8, 2021 DRAFT
- 6) Zoning Map June 2021

PRESENTATION: No

PROPOSED
ORDINANCE NO. 29-21

REVISED

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

WHEREAS, the city adopted a comprehensive plan on October 4, 1990, pursuant to applicable law; and

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to F.S. section 163.3174, and a proper public hearing was held on July 15, 2021, concerning the following proposed zoning classification affecting the property described therein; and

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

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

ALL OF LOTS 1-13 AND LOTS 28-30, BLOCK 163, CLAPP TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906. CONTAINS 1.5 ACRES MORE OR LESS

is hereby changed from PR1-AAA, North Hill Preservation Single-Family, to ~~PC-1, North~~

~~Hill Preservation Commercial~~ **PR-2, North Hill Preservation Multiple-Family.**

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 provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

PROPOSED
ORDINANCE NO. 29-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

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

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

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is hereby changed from PR-1AAA, North Hill Preservation Single-Family, to PC-1, North Hill Preservation Commercial.

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 provisions or applications of the ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

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Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



April 28, 2021

Cynthia Cannon, Assistant Director
City of Pensacola, Planning Services
222 W. Main Street
Pensacola, FL 32502

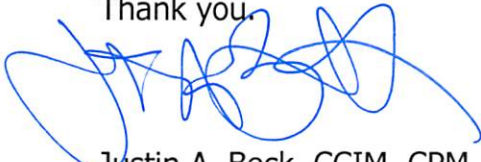
RE: Rezoning Application
1301 N Palafox Street

Cynthia,

We are submitting the attached rezoning application and attachments for the next Planning Board meeting scheduled on June 8. The purchaser, 1301 N Palafox Street LLC, is in the process of purchasing the property and the closing is scheduled for Friday, May 7.

Please review and email us a date and time to submit the original application.

Thank you.



Justin A. Beck, CCIM, CPM
CEO – Beck Partners

REZONING

Please check application type:



Conventional Rezoning

Application Fee: \$2,500.00

Rehearing/Rescheduling (Planning Board): \$250.00

Rehearing/Rescheduling (City Council): \$750.00

Comprehensive Plan / FLUM Amendment

☐ (< 10 acres)

\$3,500.00

\$250.00

\$750.00

☐ (≥ 10 acres)

\$3,500.00

\$250.00

\$1,000.00



Applicant Information:

Name: 1301 N. Palafox Street, LLC Date: 4/27/2021

Address: 125 W. Romana Street, Suite 800, Pensacola, FL 32502

Phone: 850-477-7044 Fax: 850-479-8736 Email: jbeck@teambeck.com

Property Information:

Owner Name: 1301 N. Palafox Street, LLC Phone: 850-477-7044

Location/Address: 1301 N Palafox Street, Pensacola, FL 32501

APO Parcel ID: 0 0 - 0 S - 0 0 - 9 0 1 0 - 0 0 1 - 1 6 3 Acres/Square Feet: 2.7769

Zoning Classification: Existing PC-1(North Hill Preservation Commercial) Proposed PC-1
APO PRI-AAA

Future Land Use Classification: Existing PC-1 Proposed PC-1

Reason Rezoning Requested: To have all property zoned in same district and to have compatible use across the property.

Required Attachments: (A) Full legal description of property (from deed or survey)
(B) General location map with property to be rezoned indicated thereon

The above information, together with all other answers and information provided by me (us) as petitioner (s)/applicant (s) in the subject application, and all other attachments thereto, is accurate and complete to the best of my (our) knowledge and belief as of this 27 day of April, 2021.

Applicant Signature

1301 N Palafox Street, LLC

Applicant Name (Print) Justin A. Beck, Manager

Owner Signature

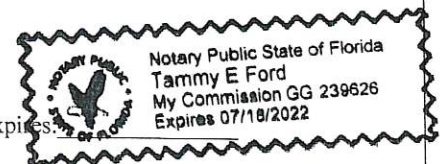
1301 N. Palafox Street, LLC

Owner Name (Print) Justin A. Beck

Sworn to and subscribed to before me this 27 day of April, 2021

Name: Tammy E Ford

Commission Expires:



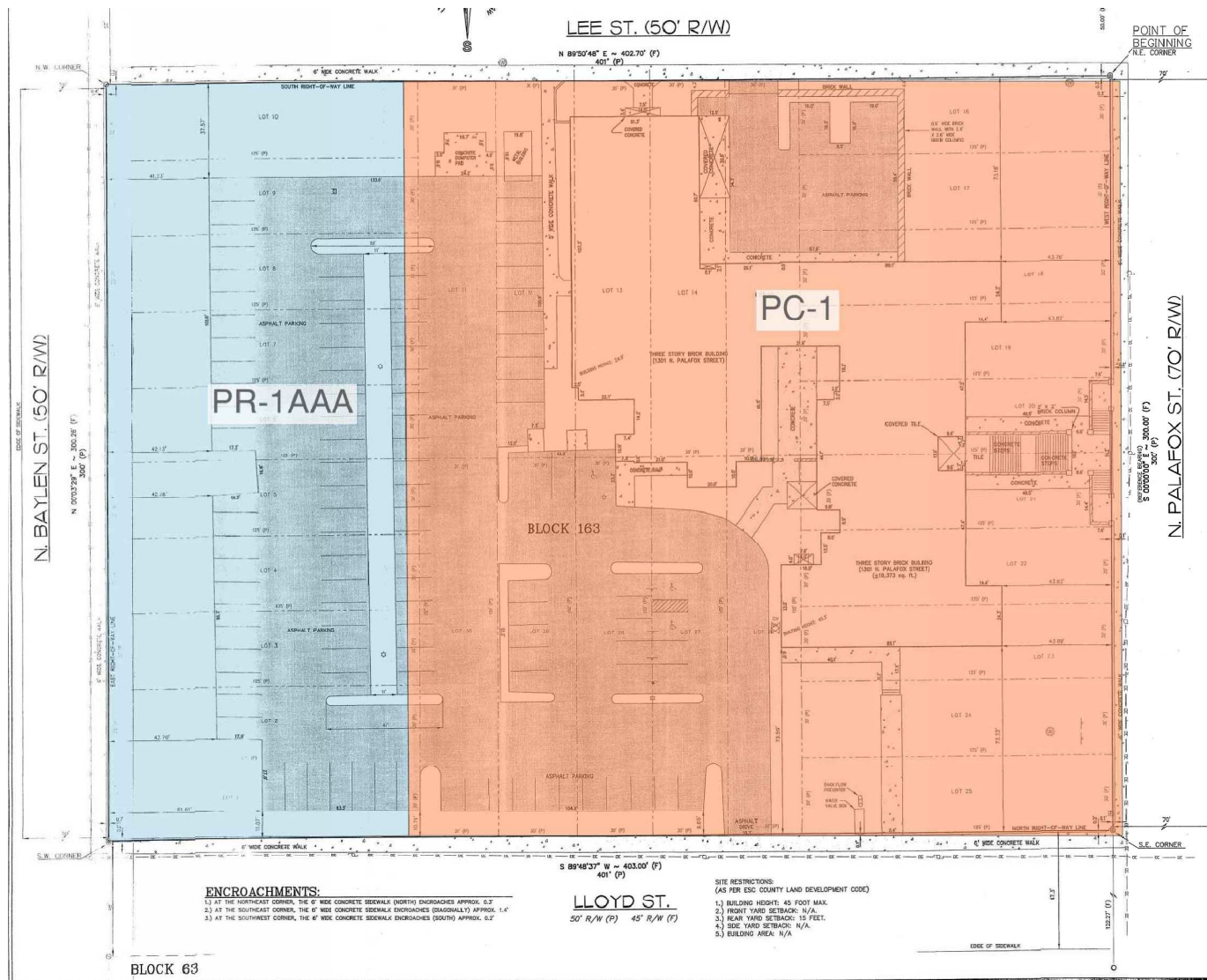
FOR OFFICE USE ONLY

Council District: Date Received: Case Number:

Date Postcards mailed: Planning Board Date: Recommendation:

Committee Date: Council Date: Council Action:

Second Reading: Ordinance Number:



LEGAL DESCRIPTION:(AS PREPARED BY MERRILL PARKER SHAW, INC.)

LOTS 1-13 AND LOTS 28-30, BLOCK 163, CLAPP TRACT, CITY OF PENSACOLA,
ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY, COPYRIGHTED
BY THOMAS C. WATSON IN 1906. CONTAINS 1.5 ACRES MORE OR LESS.

E. Wayne Parker 5/5/21

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NUMBER 3683, CORPORATE NUMBER 7174
STATE OF FLORIDA

NOT VALID WITHOUT
ORIGINAL RAISED SEAL
OF FLORIDA REGISTERED
LAND SURVEYOR

PAGE 1 OF 2

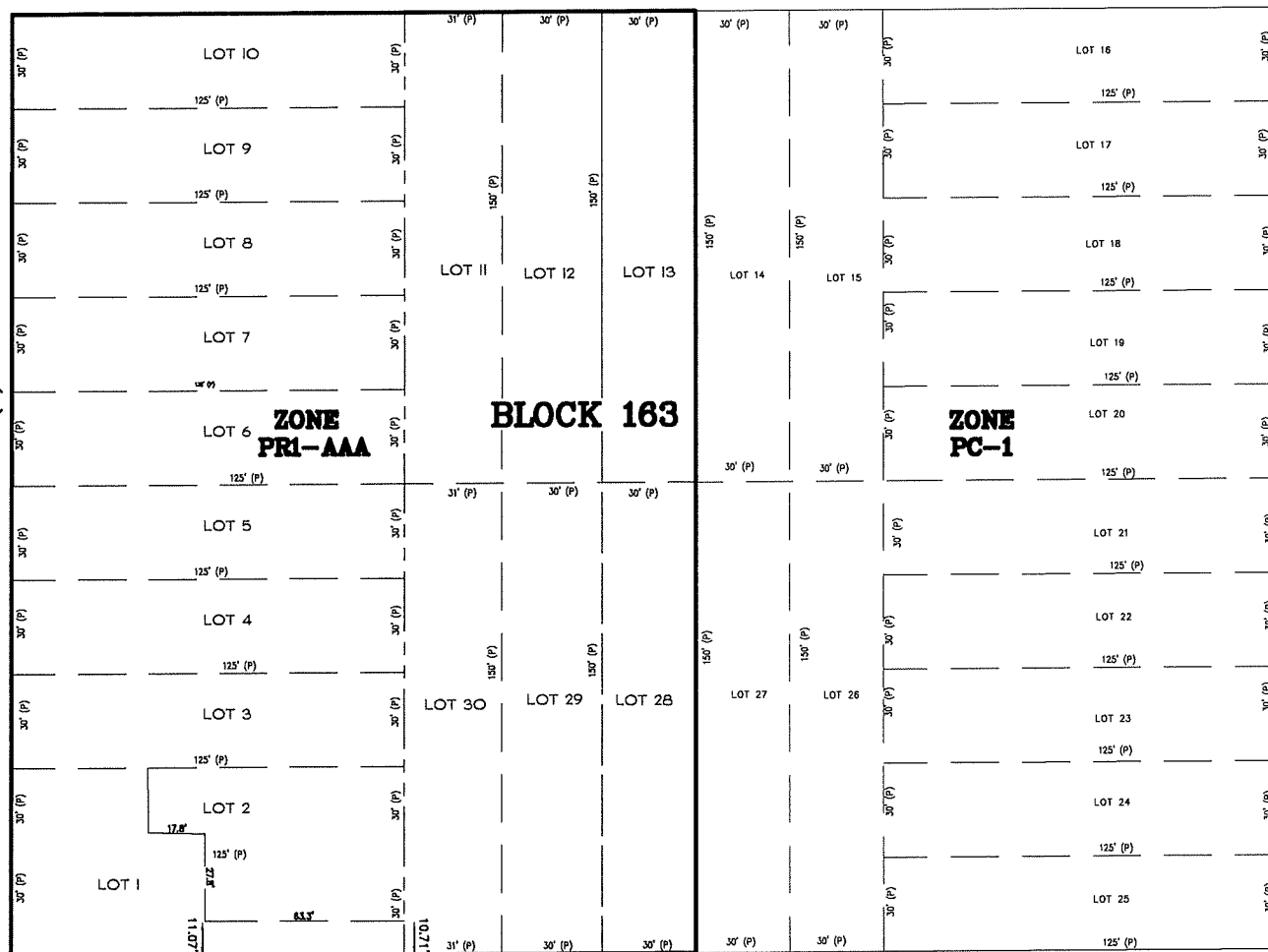
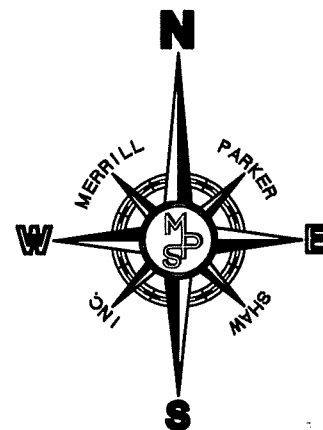


MERRILL PARKER SHAW, INC.
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

4928 N. Davis Highway
Pensacola, Florida 32503

Phone: (850) 478-4923
Fax: (850) 478-4924

**A PORTION OF BLOCK 163, CLAPP TRACT,
CITY OF PENSACOLA
LEGAL DESCRIPTION**

LEE ST. (50' R/W)N 89°50'48" E ~ 402.70' (F)
401' (P)N. BAYLEN ST. (50' R/W)
N 00°03'29" E ~ 300.26' (F)
300' (P)S 89°48'37" W ~ 403.00' (F)
401' (P)LLOYD ST.
50' R/W (P) 45' R/W (F)S 00°00'00" E ~ 300.00' (F)
300' (P)
N. PALAFOX ST. (70' R/W)PAGE 2 OF 2
SCALE 1"=100'MERRILL PARKER SHAW, INC.
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING4928 N. Davis Highway
Pensacola, Florida 32503Phone: (850) 478-4923
Fax: (850) 478-4924A PORTION OF BLOCK 163, CLAPP TRACT,
CITY OF PENSACOLA
DESCRIPTION SKETCH

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into as of the 22 day of February, 2021 (the "Effective Date"), by and between STAG Industrial Holdings, LLC, a Delaware limited liability company, as successor-by-merger to STAG III Pensacola, LLC, a Delaware limited liability company ("Seller") and Bayfront Capital Partners, LLC, a Florida limited liability company ("Buyer").

RECITALS

Seller is the fee owner of that certain Property (as defined below) improved with an office ("Building") situated on approximately 2.78 acres of land ("Land") located at 1301 North Palafox Street, Pensacola, Florida, all as more particularly described in Exhibit A attached hereto and incorporated herein.

Buyer desires to acquire the Property and Seller is willing to sell the Property, on the terms and conditions set forth herein.

ACCORDINGLY, in consideration of the incorporation of the above recitals and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. The following terms used herein shall have the following meanings:

1.1 Broker: Beck Partners CRE, LLC.

1.2 Business Day: Any day on which national banks are open for business in the City of Boston, Massachusetts.

1.3 Intentionally Omitted.

1.4 Closing: The conveyance, transfer and assignment of the Property by Seller to Buyer, in accordance with the provisions set forth in this Agreement.

1.5 Closing Date: The Closing shall occur on the date that is thirty (30) days following the conclusion of the Study Period or if applicable, the first Business Day thereafter, unless otherwise agreed upon in writing by Seller and Buyer. It is understood and agreed that all documents required to be delivered under Sections 6.3 and 6.6, and the wire transfer of Buyer's and/or Buyer's lender's funds shall be delivered into escrow by 3:00 PM (EST) on the Closing Date.

1.6 Deed: The recordable Special Warranty Deed conveying to Buyer fee simple title to the Building and Land, subject only to the Permitted Exceptions.

1.7 Earnest Money: The amount \$~~100,000.00~~, as provided in Section 2.2.

1.8 Earnest Money Escrow Agreement: The strict joint order escrow trust instructions among Escrow Agent, Buyer and Seller governing the deposit and disbursement of the Earnest Money attached hereto and incorporated herein as Schedule 1.

1.9 Escrow Agent: The Title Insurer who shall hold the Earnest Money and act as escrow agent pursuant to the terms of Earnest Money Escrow Agreement.

1.10 Estoppel Certificate. Seller shall use commercially reasonable efforts to obtain Tenant's execution of an Estoppel Certificate on such form as that is permitted under the Lease, at least five (5) days prior to the Closing Date. Buyer shall provide Seller with the form of estoppel certificate no later than five (5) days following the Effective Date. In no event shall Seller's inability to obtain an executed Estoppel Certificate constitute default by Seller hereunder, provided that delivery of an Estoppel Certificate from Tenant shall be a condition to Buyer's obligation to purchase the Property as provided in Section 6.7(a)(5) below.

1.11 Improvements: The Building and all other structures or improvements located on the Land.

1.12 Intangible Property: All intangible property held by Seller in connection with the Property, including all transferable zoning rights and rights under any licenses, operating permits or sign permits in effect with respect thereto.

1.13 Knowledge of Buyer: The terms "Knowledge of Buyer", to Buyer's Knowledge and similar phrases mean any fact or circumstance which is within the actual knowledge of Justin A. Beck or James Stacy Taylor and in no event shall any such term extend to the knowledge of any other employee, member, manager or agent of Buyer.

1.14 Knowledge of Seller: The terms "Knowledge of Seller", to Seller's knowledge and similar phrases mean any fact or circumstance which is within the actual knowledge of David G. King, Vice President of Seller and Director of Real Estate Operations or readily available to him upon reasonable inquiry and in no event shall any such term extend to the knowledge of any other employee, member, manager or agent of Seller.

1.15 Land: The real estate described in Exhibit A attached hereto underlying the Building, including all right, title and interest in and to any land lying in the bed of any existing or proposed highway, street, road, avenue, or alley abutting or adjoining the real property, any air rights related thereto, the rights and easements appurtenant to the ownership of such real property, all right, title and interest of the Seller in and to any strips or gores of land adjoining said real property, and all other rights appurtenant to such real estate.

1.16 Lease: The Lease between Seller and Tenant dated December 14, 2018, pursuant to which Tenant has the right to occupy the Improvements.

1.17 Permitted Exceptions: As defined in Section 3.

1.18 Property: Collectively, the Land, Improvements, and Intangible Property.

1.19 Purchase Price: [REDACTED] and 00/100 Dollars ([REDACTED]) subject to adjustments as set forth herein, to be paid by Buyer at Closing by wire transfer of immediately available federal funds.

1.20 Study Period. A period commencing on the Effective Date and continuing for forty-five (45) days (or if applicable, the first business day thereafter).

1.21 Subordination, Non-Disturbance and Attornment Agreement ("SNDA"). Seller shall use commercially reasonable efforts to obtain Tenant's execution of a SNDA on such form as that is permitted under the Lease, at least five (5) days prior to the Closing Date. Buyer shall provide Seller with the form of SNDA at least five (5) days prior to the expiration of the Study Period. In no event shall Seller's inability to obtain an executed SNDA be deemed a default by Seller hereunder, provided that delivery of a SNDA from Tenant shall be a condition to Buyer's obligation to purchase the Property as provided in Section 6.7(a)(5) below.

1.22 Surviving Obligations: Those obligations of Buyer or Seller specifically described or referred to herein as a Surviving Obligation or Surviving Obligations, as applicable, which shall survive Closing or termination of this Agreement.

1.23 Tenant. State of Florida Department of Law Enforcement in its capacity as tenant under the Lease.

1.24 Title Insurer: The Boston office of First American Title Insurance Company, 800 Boylston Street, Suite 2820, Boston, MA 02199, Attention: Anthony J. Bucchere, Esquire.

2. TERMS OF PURCHASE.

2.1 Purchase and Sale. Buyer shall purchase the Property from Seller and Seller shall sell the Property to Buyer for the Purchase Price and on the terms and subject to the conditions hereinafter set forth.

2.2 Earnest Money.

(a) Within three (3) Business Days of the Effective Date, Buyer shall deposit the Earnest Money with Escrow Agent which shall be held pursuant to the Earnest Money Escrow Agreement. The fees of the Escrow shall be shared equally by the parties. The Earnest Money shall be applied in payment of the Purchase Price at Closing, or, as provided in Section 12.2, disbursed to Seller in the event of a Buyer default as Seller's sole and exclusive remedy. All interest earned on the Deposit shall follow the Deposit.

(b) The terms of the Earnest Money Escrow Agreement shall be consistent with the provisions of this Agreement, but if there shall be any conflict, the terms of this Agreement shall control. The Earnest Money shall be invested (at Buyer's expense) and the interest earned thereon shall be disbursed to Buyer.

2.3 Payment of Purchase Price. On the Closing Date, the Earnest Money shall be paid to the Seller as a part of the Purchase Price and Buyer shall pay the balance of the Purchase Price, as adjusted for prorations and other matters provided for herein, by wire transfer of funds to Escrow Agent.

3. TITLE COMMITMENT AND SURVEY.

3.1 Title. Within one (1) Business Day following confirmation of receipt of the Earnest Money by the Escrow Agent, Seller shall deliver to Buyer a copy of Seller's Owner's Title Insurance Policy No. O-2125-746839, dated November 14, 2007 (the "Existing Policy").

Within ten (10) days of the Effective Date, Seller shall obtain a commitment, together with copies of all available recorded instruments noted therein (the "Title Commitment") from Title Insurer for an ALTA Form 2006 Owner's Title Insurance Policy (the "Policy") covering title to the Property. At Closing, the Policy will be issued based on the Title Commitment subject only to (i) real estate taxes not yet due and payable; (ii) all matters reflected as exceptions in the Existing Policy other than any indebtedness of Seller secured by the Property; (iii) any other agreements, restrictions, reservations or easements of record; (iv) rights of tenants in possession under the Lease; and (v) such other matters approved or deemed approved by Buyer (collectively, the "Permitted Exceptions"). Any title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount, caused or permitted by Seller, shall be removed by the payment of money at Closing.

3.2 Survey. Within one (1) Business Day following confirmation of receipt of the Earnest Money by the Escrow Agent, Seller shall deliver to Buyer a copy of the ALTA/ACSM Land Title Survey, prepared by Merrill Parker Shaw, Inc. and dated November 14, 2007 (the "Existing Survey"). Buyer may obtain at its expense any update or re-certification of the Existing Survey or a new survey as it may desire (the "Survey").

3.3 Exceptions. Buyer shall notify Seller in writing no later than ten (10) days prior to the expiration of the Study Period, of any matter shown on the Title Commitment (other than the Permitted Exceptions detailed in Section 3.1 above) or Survey which is not acceptable to Buyer (each a "Title Defect") (such notice referred to herein as "Buyer's Title Defect Notice"). Within five (5) Business Days of Seller's receipt of Buyer's Title Defect Notice, Seller shall respond to Buyer in writing indicating what, if any action, Seller shall take with respect to any Title Defect ("Seller's Title Defect Response"), and to the extent Seller has elected to cure any Title Defect, Seller shall have until the Closing Date to have such matters removed from the Title Commitment or to correct such Title Defects and cause the Title Commitment to be revised and reissued without such items or to have the Title Insurer commit to insure against loss or damage that may be occasioned by such matters or Title Defects. Within two (2) Business Days of Buyer's receipt of Seller's Title Defect Response, Buyer shall notify Seller whether the corrective action for any Title Defect as described in Seller's Title Defect Response is not satisfactory. If Buyer objects to Seller's proposed corrective action, then Buyer shall so state in its notification to Seller, and Buyer shall elect to either (i) terminate this Agreement (and the Earnest Money shall be returned to Buyer), or (ii) accept Seller's proposed corrective action and waive all rights to further object to such Title Defects subject to Seller completing the stated corrective action, and all other Title Defects as set forth in Buyer's Title Defect Notice shall be deemed Permitted Exceptions. To the extent Seller has elected to address any Title Defects, in the event Seller fails to have such matters removed or corrected, or in the alternative, to obtain the revised Title Commitment specified above within the specified time, then Buyer may, upon notice to Seller either (i) terminate this Agreement (and the Earnest Money shall be returned to Buyer) or (ii) accept title (and/or any matters shown on the Survey) as it then is with the right to deduct from the Purchase Price liens or encumbrances reflected on the Title Commitment of a definite or ascertainable amount caused or permitted by Seller.

4. DUE DILIGENCE.

4.1 Delivery of Documents. Within one (1) Business Day following confirmation of receipt of the Earnest Money by the Escrow Agent, Seller shall deliver to Buyer for its review, copies of the following documents (collectively, with the Existing Policy, Title Commitment, and Existing Survey, the “Documents”) which are in Seller’s possession:

- (a) Copies of all leases, together with any amendments thereto;
- (b) Copies of the most recently issued bills for all real property taxes;
- (c) Any plans, drawings, and specifications of the buildings and improvements; any permits and approvals; any service contracts; any warranties relating to the improvements; and copies of Certificates of Occupancy;
- (d) Copies of 2019 and year-to-date financial statements for the Property.

In addition, Seller shall deliver promptly to Buyer for Buyer’s review, any materials relating to, updating or modifying any of the Documents that are within Seller’s possession at any time prior to Closing.

4.2. Study Period. During the Study Period, Buyer and its agents, employees or contractors shall have the right, at Buyer’s sole cost, to review the Documents, to inspect the Property and to conduct such tests and analyses of the physical, structural, financial, and environmental conditions of the Property and the feasibility of the acquisition and operation of the Property and to obtain such commitments or agreements relating to any acquisition financing as Buyer deems appropriate in accordance with the provisions hereof. Seller shall reasonably cooperate with Buyer as necessary in these endeavors. Buyer shall coordinate its inspections and entry on the Property with Broker and Seller so that Broker and/or another representative of Seller may be present at such times and where feasible, provide Seller and Broker at least 24 hours oral notice of Buyer’s plans. Buyer shall not conduct any invasive testing on any portion of the Property or any Building without first obtaining the Seller’s consent, which Seller may withhold in its sole and absolute discretion. In the event that Buyer’s Phase I environmental report recommends that Buyer obtain additional environmental reports or otherwise recommends any additional environmental testing, then Buyer shall notify Seller of the recommendation and provide Seller with a copy of the Phase I environmental report and/or the applicable recommendation within two (2) Business Days of receipt of same. The scope of the work performed in connection with such additional environmental testing shall be subject to Seller’s review and written approval. Buyer shall indemnify and hold Seller harmless from and against any damages, claims or losses (including reasonable attorneys’ fees) for injury to person or damage to property to the extent arising from Buyer’s (or its agents or contractors) entry onto the Property, and shall repair any damage to any property to substantially its prior condition caused by Buyer’s tests or entry on the Property, which indemnification and repair obligations shall be Surviving Obligations. Prior to any third party entering onto any portion of the Property in conjunction with Buyer inspections during the Study Period, such person or entity shall deliver to Seller a certificate of insurance evidencing commercial general liability coverage in an amount not less than \$1.0 million.

4.3 Termination Election. Buyer shall have the option, exercisable in its sole discretion, to terminate this Agreement for any reason or no reason whatsoever, by written notice to Seller (the "Study Period Termination Notice") on or before the expiration of the Study Period. In such event, neither party shall have any further liability hereunder except as to any Surviving Obligations. Prior to Seller joining in the direction to Escrow Agent to disburse the Earnest Money to Buyer, Buyer shall have (i) returned to Seller or agreed to destroy all copies of the Documents; and (ii) provided evidence to Seller that all amounts payable to any consultant or engineer who provided services relating to the Property during the Study Period have been paid in full. Following the Buyer's delivery of the Study Period Termination Notice to Seller and Escrow Agent, Seller's receipt of Buyer's confirmation that Buyer returned to Seller or agreed to destroy all copies of the Seller's Documents and Buyer's receipt of its refunded Earnest Money, neither party shall have any further liability hereunder except as to any Surviving Obligations.

4.4 No Exercise of Termination Election. If Buyer does not deliver the Study Period Termination Notice to Seller on or before the expiration of the Study Period, Buyer shall have waived its rights to so terminate this Agreement. Following the expiration of the Study Period, the Earnest Money shall be non-refundable to Buyer except in the event of Seller's default or as otherwise specifically provided herein.

5. CONDEMNATION/CASUALTY

5.1 Taking. If prior to the Closing Date, a significant portion of the Land is taken by eminent domain or is under notice of an eminent domain proceeding such that the Property would not be usable for its current use (a "Taking"), Seller shall immediately notify Buyer in writing. If a Taking is reasonably estimated by Seller to require expenditure of more than One Hundred Fifty Thousand Dollars (\$150,000.00) to restore the Property or reconfigure portions of the Land or is of such character as would entitle the Tenant to terminate its Lease on account of such Taking, Buyer may elect either to terminate this Agreement or to proceed to Closing by written notice to Seller within five (5) days following receipt of Seller's notice. If Buyer elects to terminate this Agreement, the Earnest Money shall be returned to Buyer. If Buyer elects to proceed to Closing, then at Closing Seller shall assign to Buyer all Seller's rights to any proceeds or award for such taking. Seller agrees not to negotiate, compromise or agree to any settlement of any award or damages arising out any condemnation of the Property without Buyer's consent, which consent shall not be unreasonably withheld or delayed.

5.2 Casualty. If prior to the Closing Date, any portion of the Building is damaged by fire or other casualty (the "Damage"), and if the cost of required repair or replacement related to the Damage is One Hundred Fifty Thousand Dollars (\$150,000.00) or more, Buyer, may elect by written notice to Seller within ten (10) days, after learning of the extent of such Damage, (i) terminate this Agreement (and the Earnest Money will be returned to Buyer; or (ii) accept the Property in its then damaged condition and accept an assignment of Seller's rights to receive insurance proceeds on account of such damage not to exceed the amount of the Purchase Price, less any costs that Seller may have incurred prior to Closing to repair the Property.

6. CLOSING.

6.1 Time of Closing. The Closing shall occur at the offices of the Title Insurer, on the Closing Date. It is understood and agreed that the Closing shall be transacted via customary escrow provisions and that the physical presence of the parties is not required at Closing; and that all documents required to be delivered under Section 6.3 and Section 6.6, and the wire transfer of Buyer's and/or Buyer's lender's funds shall be delivered into escrow by 3:00 PM Eastern Daylight Saving Time on the Closing Date.

6.2 Possession. Seller shall deliver to Buyer possession of the Property at the time of Closing subject only to whatever rights of possession Tenant may then have.

6.3 Seller Deliveries. On the Closing Date, Seller shall execute and deliver the following documents to the Title Insurer for the benefit of Buyer:

- (a) The Deed;
- (b) The Executed Lease, An Assignment and Assumption of Lease Agreement;
- (c) Notice advising Tenant of the sale of the Property and Assignment of the Lease;
- (d) General assignment of all right, title and interest of Seller in and to the Intangible Property;
- (e) Quitclaim Bill of Sale with respect to any personal property, fixtures or equipment owned by Seller located on the Property, other than belonging to Tenant;
- (f) A Certificate under Section 1445 of the Internal Revenue Code and the Treasury Regulations promulgated thereunder, confirming the Transferor's non-foreign status;
- (g) Signature Page to the agreed upon form of Settlement Statement;
- (h) Transfer tax declarations, if any; and
- (i) Such other documents, affidavits, instruments, certifications and confirmations which Seller is required to deliver to Buyer pursuant to this Agreement or as may be otherwise required by the Title Insurer in order to consummate this transaction including the customary form of Owner's Title Insurance Affidavit and Gap Indemnity.

6.4 Manner of Closing. On the Closing Date, the transaction shall be closed by means of a so-called New York Style Closing, with the concurrent delivery of the documents listed in Sections 6.3 and 6.6 and the payment of the Purchase Price. Seller and Buyer agree that disbursement of the Purchase Price, as adjusted by the prorations, shall not be conditioned upon the recording of the Deed.

6.5 Closing Costs. Seller shall pay the following costs: (a) documentary stamps or transfer taxes payable on recording of the deed; (b) the cost of a "base" owner's title insurance

policy; and (c) one-half of the examination fee and closing fees charged by the Escrow Agent. (d) all recording fees due upon the recording of any instruments as required to cause the discharge of any liens filed against the Land; and (e) the Broker's Commission. Buyer shall pay the following costs: (w) one-half of the examination fee and closing fees charged by the Escrow Agent; (x) the cost of all recording fees including the Deed; (y) the cost of any survey that Buyer may obtain as a part of its due diligence; and (z) the cost of extended coverage or requested endorsements to the owner's title insurance policy and any mortgagee's policies of title insurance. Each party shall assume, bear and pay its own attorney's fees.

6.6 Buyer Deliveries. On the Closing Date, Buyer shall execute and deliver the following documents to the Title Insurer for the benefit of Seller:

- (a) Signature Page to the agreed upon form of Settlement Statement;
- (b) Counterpart signature page to the Assignment and Assumption of Lease Agreement;
- (c) Transfer tax declarations, if any;
- (d) Such other documents, instruments, certifications and confirmations which Buyer is specifically required to deliver to Seller pursuant to this Agreement or as may be otherwise reasonably required by Title Insurer in order to consummate this transaction.

6.7 Conditions to Closing.

(a) The Closing Conditions described in subsections (1) through (5) shall be conditions to Buyer's obligations to consummate the acquisition of the Property.

(1) There shall be no matters other than the Permitted Exceptions disclosed by any update to the Title Commitment as of the Closing Date which are not cured by Seller;

(2) Seller shall have delivered all of the items referred to in Section 6.3;

(3) Seller's representations and warranties shall be true and correct in all material respects on the Closing Date;

(4) Seller shall not be the subject of any bankruptcy or other insolvency proceeding or action; and

(5) Buyer shall have received an Estoppel Certificate and SNDA executed by the Tenant in form reasonably acceptable to Buyer or as otherwise provided herein; and

(b) The Closing Conditions described in subsection (1) through (3) shall be conditions to Seller's obligations to consummate the sale of the Property;

(1) Buyer shall have delivered all of the items referred to in Section 6.6;

(2) Buyer's representations and warranties shall be true and correct in all material respects on the Closing Date; and

(3) Buyer shall not be the subject of any bankruptcy or other reorganization or insolvency proceeding.

(c) In the event of a termination under this Section, this Agreement shall become void and of no further force and effect, except for any Surviving Obligations and the Earnest Money shall be returned to Buyer.

7. PRORATIONS AND ADJUSTMENTS.

7.1 Real Estate Taxes. The adjustment for current real estate taxes shall be based upon the number days in the calendar year in which the Closing occurs, namely, on a per diem basis, and based upon the actual amount of real estate taxes, if known at the time of Closing. If the real estate taxes are undetermined for the year of closing, the proration shall be based upon the most recent available tax rate and valuation, giving effect to applicable exemption, recently voted millage, etc., whether or not certified. The proration of real estate taxes at Closing as set forth herein shall be final with no further adjustments after the actual closing. Real estate taxes and assessments are subject to retroactive change by government authority. The real estate taxes for the property for the current year may change as a result of the transfer or as a result of a change in the tax rate.

7.1.1 Method of Tax Proration. The Buyer will assume, and agrees to pay and indemnify Seller against any liability for any and all Taxes that are due and payable from and after the Closing Date, regardless of when or for what period of time any such Taxes may have accrued. At the Closing, however, the Buyer will be entitled to a credit from the Seller for a portion of the Taxes that are due and payable in the year of Closing (the "Closing Year"), based upon the number of days in the Closing Year that the Seller owned the Property, so that the Taxes that are due and payable in the Closing Year will be prorated on a "cash basis", except in the event Seller has paid any portion of the Taxes due and payable from and after the Closing Date. In such event, Seller shall then receive a credit from Buyer for a portion of the Taxes paid by the Seller in the year of Closing.

7.2 Rent. Rent for the month of Closing shall be prorated as of the date of the Closing Date. If there is any rent owed for any period prior to the month of Closing, Buyer shall make commercially reasonable efforts to collect such amounts for the benefit of Seller, and upon receipt shall deliver such funds to Seller, provided that amounts received by Buyer in payment of rent may be first applied to current obligations, and provided further that Buyer shall not be obligated to expend any amounts in such collection efforts nor be obligated to declare a default under the Lease or sue the Tenant to collect such delinquent amounts.

7.3 Utilities. Seller shall arrange for final readings of the meters or other consumption measuring devices for the gas, electric and water/sewer accounts two (2) Business

Day prior to the Closing Date. Seller shall be responsible for payment of all utility charges incurred through the day preceding the Closing Date, which shall be a Surviving Obligation. It shall be Buyer's responsibility to establish new accounts in its name as of the Closing Date.

7.4 General. All prorations shall be affected by an adjustment to the Purchase Price payable at Closing. The parties agree to correct promptly any computational errors with respect to any proration items or closing adjustments, discovered within three (3) months following Closing, which obligation shall be a Surviving Obligation. All prorations shall be final.

8. SELLER'S REPRESENTATIONS. To induce Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Seller makes the following representations and warranties as of the Effective Date:

8.1 Existence. Seller is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation. Seller has the necessary limited liability company power and authority to execute, deliver and perform its obligations under this Agreement and document or instrument delivered in accordance herewith and to consummate the transactions contemplated hereby and thereby. Seller has all necessary limited liability company power and authority required to own and operate the Property as currently conducted.

8.2 Authority/Enforceability. The persons executing any instruments on behalf of Seller are fully authorized and have the power to so act. The Agreement is valid and enforceable against Seller in accordance with its terms and each instrument to be executed by Seller pursuant hereto or in connection therewith will, when executed, be valid and enforceable against Seller in accordance with its terms, subject to general principles of bankruptcy and equity.

8.3 No Violation. The execution, delivery, and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby will not (a) violate any judgment, order or decree of any court applicable to Seller; or (b) constitute a default pursuant to any material agreement to which Seller is a party or is bound or (c) violate any of its organizational documents.

8.4 Consent. No material consents are required on behalf of Seller from any party necessary to the execution, delivery, and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby.

8.5 Litigation. There is no suit or proceeding pending or, to the Knowledge of Seller, threatened in writing, in any court or other governmental instrumentality, which would affect Seller's ability to transfer title to the Property.

8.6 No Options. Seller has not entered into any sale or other contract which is in effect with respect to the transfer of all or any portion of the Property. Seller has not granted an option, right of first refusal or other rights to acquire all or any portion of the Property to any other person. Other than Tenant under the Lease, to the Knowledge of Seller, there are no persons in occupancy of, or have any rights to occupy, any portion of the Property.

8.7 Condemnation. Seller has received no written notice and has no Knowledge of any pending or threatened condemnation proceedings or other proceeding in the nature of eminent domain with respect to the Property.

8.8 OFAC. Neither Seller nor, to Seller's Knowledge, any direct or indirect owner of Seller is (a) identified on the OFAC List (as hereinafter defined) or (b) a person with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, rule, regulation or Executive Order of the President of the United States. The term "OFAC List" shall mean the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any law, rule, regulation or Executive Order of the President of the United States, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States.

8.9 Third Party Contracts. Seller has not entered into any agreements relating to the Property that are or will be binding on Buyer or the Property following the Closing Date.

8.10 Survival. Notwithstanding anything to the contrary contained elsewhere herein, the representation and warranties of Seller set forth in this Section 8 shall not survive Closing.

9. AS IS/RELEASE.

9.1 As-Is Condition. Subject to Seller's representations and warranties expressly set forth herein and acknowledging Buyer's opportunity to inspect the Property, Buyer agrees to purchase the Property "AS IS", "WHERE IS", with all faults and conditions thereon. Any written or oral information, reports, statements, documents or records concerning the Property, whether set forth in the Documents or otherwise ("Disclosures") prepared by parties other than Seller its agents or employees shall not be representations or warranties, unless specifically set forth in Sections 8.1 through 8.9. In purchasing the Property or taking other action hereunder, Buyer has not and shall not rely on any such Disclosures, but rather, Buyer shall rely only on Buyer's own inspection of the Property. Buyer acknowledges that the Purchase Price reflects and takes into account that the Property is being sold "as is."

9.2 No Additional Representations. Buyer acknowledges and agrees that except as expressly set forth in this Agreement, Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Property.

9.3 Buyer's Release of Seller. Buyer represents to Seller that Buyer has conducted, or will conduct prior to Closing, such investigations of the Property as Buyer deems necessary or desirable to satisfy itself as to any matter relating to the Property, and will rely upon same and not upon any information provided by or on behalf of Seller, Seller's agents, employees or third parties representing or purporting to represent Seller with respect thereto except such

representations as are specifically set forth herein. Upon Closing, Buyer shall assume the risk that adverse matters regarding the Property may not have been revealed by Buyer's investigations, and Buyer shall be deemed to waive and release Seller and Seller's affiliates from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) of any and every kind or character, known or unknown, by reason of or arising out of the Property. Buyer acknowledges that the foregoing release includes claims of which Buyer is presently unaware and may be unanticipated and unsuspected.

9.4 Survival. The provisions of this Section 9 shall survive the Closing. Buyer and Seller acknowledge and agree that the foregoing disclaimers, indemnifications and other agreements set forth herein are an integral part of this Agreement and the decision of each of Buyer and Seller to enter into this Agreement with regard to the sale and acquisition of the Property to Buyer for the Purchase Price.

10. BUYER'S REPRESENTATIONS. Buyer hereby represents and warrants for the benefit of Seller the following which, subject to the provisions of Section 12.3, shall be deemed remade on the Closing Date:

10.1 Existence. Buyer is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation. Buyer has the necessary corporate power and authority to execute, deliver and perform its obligations under this Agreement and document or instrument delivered in accordance herewith and to consummate the transactions contemplated hereby and thereby. Buyer has all necessary corporate power and authority required to own and operate the Property as currently conducted.

10.2 Authority/Enforceability. The person executing any instruments for or on behalf of the Buyer is fully authorized to act on behalf of Buyer and that the Agreement is valid and enforceable against Buyer in accordance with its terms and each instrument to be executed by Buyer pursuant hereto or in connection therewith will, when executed, be valid and enforceable against Buyer in accordance with its terms.

10.3 No Violation. The execution, delivery, and performance of this Agreement by Buyer and the consummation of the transactions contemplated hereby will not (a) violate any judgment, order or decree of any court applicable to Buyer; or (b) constitute a default pursuant to any commitment, contract or agreement to which Buyer is a party or is bound; or (c) violate any of its organizational documents.

10.4 Consent. Buyer has obtained all consents necessary to the execution, delivery and performance of this Agreement by Buyer and consummation of the transactions contemplated herein.

10.5 Litigation. There is no suit or proceeding pending or, to the Knowledge of Buyer, threatened in writing, in any court or other governmental instrumentality, which would affect Buyer's ability to acquire the Property.

10.6 OFAC. Neither Buyer nor, to Buyer's Knowledge, any direct or indirect owner of Buyer is (a) identified on the OFAC List (as hereinafter defined) or (b) a person with whom a

citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, rule, regulation or Executive Order of the President of the United States. The term “OFAC List” shall mean the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any law, rule, regulation or Executive Order of the President of the United States, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States.

10.7 Survival. Notwithstanding anything to the contrary contained elsewhere herein, the representation and warranties of Buyer set forth in this Section 10 shall not survive Closing.

11. ADDITIONAL CLOSING COVENANTS.

11.1 Maintenance of Property. Prior to Closing, Seller shall, consistent with the terms of the Lease, cause, Tenant to maintain and operate the Property in the same manner and in substantially the same condition as exists on the Effective Date.

11.2 No Transfers or Liens. Prior to Closing Seller shall not encumber the Property, or grant any interest in the Property or licenses relating thereto to any third party the effect of which would be to impair, affect or delay Seller’s ability to convey the Property to Buyer in accordance with the terms hereof.

11.3 No Change. From and after the Effective Date, Seller shall not, except as may be required under the Lease, without the prior written consent of Buyer (which shall not be unreasonably withheld, conditioned or delayed), (i) enter into any new, or make any amendments of any existing, easements or restrictions affecting the Property; or (ii) initiate or acquiesce in any request for a change in zoning classification or variance with respect to the Land.

11.4 New Matters. Seller agrees and covenants to promptly notify Buyer in writing if at any time following prior to the Closing Date Seller becomes aware of a material change to (i) the title to the Land, or (ii) the Lease (“New Matter Notice”). Buyer shall have until the date that is ten (10) days following its receipt of the New Matter Notice from Seller (the “New Matter Review Period”) to object to such new matter(s) set forth therein by giving written notice to Seller and Escrow Agent (the “New Matter Objection Notice”). Seller shall have until the date that is five (5) Business Days after receipt of New Matter Objection Notice (the “New Matter Cure Period”) to cure Buyer’s objection(s) set forth therein to the extent such matter can be cured. In the event Seller does not respond to Buyer’s New Matter Objection Notice, or in the event Seller fails, is unable or is unwilling to cure any matter(s) set forth in Buyer’s New Matter Objection Notice prior to the expiration of the New Matter Cure Period to the satisfaction of Buyer in Buyer’s sole discretion, then Buyer shall choose, as its sole and exclusive alternative remedies, to either: (i) deliver written notice to Seller and Escrow Agent of its election to terminate this Agreement no later than the date that is five (5) Business Days after the expiration of the New Matter Cure Period, whereupon the Escrow Agent shall promptly refund the entire Earnest Money to Buyer, or (ii) waive any objection to such additional exception(s) set forth in its New Matter Objection Notice, whereupon the Seller’s

representations and warranties shall be deemed modified to except such fact or condition as noted by Seller in its New Matter Notice. Notwithstanding any provision to the contrary herein, the Closing Date shall automatically be extended to accommodate the resolution of any new matter disclosed by Seller to Buyer in accordance with this paragraph.

12. DEFAULT AND REMEDIES.

12.1 Buyer's Pre-Closing Remedies. Notwithstanding anything to the contrary contained in this Agreement, if Seller fails to perform in accordance with the terms of this Agreement at or prior to Closing and such failure continues for three (3) days following Buyer's written notice thereof to Seller, then, as Buyer's sole and exclusive remedy hereunder and at Buyer's option, either (i) the Earnest Money shall be returned to Buyer in which event this Agreement shall be null and void, and Seller shall be responsible for payment to Buyer of Buyer's actual, documented third party expenses in an amount not to exceed \$10,000 and thereafter neither party shall have any rights or obligations under this Agreement except those which expressly survive termination, or (ii) Buyer may seek specific performance of this Agreement and reasonable legal expenses incurred in connection with seeking such remedy but not damages, provided an action is filed within Sixty (60) days after such failure to perform.

12.2 Seller's Pre-Closing Remedies. If Buyer fails to perform in accordance with the terms of this Agreement and such failure continues for three (3) days following Seller's written notice thereof to Buyer, Seller shall, as its sole remedy, have the right to terminate this Agreement by delivering written notice to Buyer whereupon the amount of Earnest Money then on deposit shall be forfeited to Seller as liquidated damages (which shall be Seller's sole and exclusive remedy against Buyer), it being agreed between the parties hereto that the actual damages to Seller in such event are impractical to ascertain and the amount of the Earnest Money is a reasonable estimate thereof and shall be and constitute valid liquidated damages, at which time this Agreement shall be null and void and neither party shall have any rights or obligations under this Agreement except for the Surviving Obligations.

12.3 Pre-Closing Knowledge. If at any time after the expiration of the Study Period, Buyer becomes aware of any fact which makes a representation and warranty of Seller contained in this Agreement become untrue in any material adverse respect ("Materially Untrue"), Buyer shall promptly disclose such fact in writing to the Seller, which shall have five (5) days to cure any matter or matters that may be making any such representation or warranty Materially Untrue and if necessary the Closing shall be postponed until Seller has cured such matter or matters or such matters are waived by Buyer. In the event any representation or warranty made by Seller is Materially Untrue as described above, then the sole remedy of the Buyer shall be to either (a) terminate this Agreement by written notice within two (2) Business Days after the expiration of the cure period or any extension thereof, if such breach has not been cured or (b) elect to proceed to Closing, in which case Buyer shall be deemed to have waived its rights with respect to any such breach of representation or warranty. Absent any notice to the contrary, Buyer party shall conclusively be deemed to have elected to proceed under clause (b) above. If Buyer elects to terminate this Agreement, then neither party shall have any further rights or obligations under

this Agreement except for the Surviving Obligations. Buyer shall be prohibited from making any claims against Seller after the Closing with respect to any breaches of the Seller's representations and warranties as to which Buyer had knowledge prior to the Closing.

13. LIMITATION OF LIABILITY. No constituent member in, or agent of, Seller or Buyer, nor any advisor, trustee, director, officer, member, employee, beneficiary, shareholder, participant, representative or agent of any corporation, limited liability company or trust that is or becomes a constituent member in Seller or Buyer, shall have any personal liability in connection with this Agreement and Buyer and its successors and assigns shall look solely to Seller's or Buyer's assets for the payment of any claim or for any performance, and Buyer and Seller hereby waives any and all such personal liability. The provisions of this Section shall survive the Closing or any termination of this Agreement.

14. ASSIGNMENT. Except for an assignment expressly permitted under this Section 14, Buyer shall not assign this Agreement without the prior written consent of Seller. Buyer may assign this Agreement to an affiliate or subsidiary of Buyer, provided Buyer or its parent company owns a majority interest (directly or indirectly) and Buyer or its parent company has management control over such assignee. In no event shall Buyer be released from any of its obligations or liabilities hereunder if Seller approves of any assignment of this Agreement. Any prohibited assignment shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties. Buyer shall provide Seller with a copy of its permitted Assignment of Purchase Agreement at least five (5) Business Days prior to Closing.

15. BROKER. Seller and Buyer each represent to the other that neither has engaged any broker, finder or other agent with regard to the Property or the transaction contemplated hereby other than the Broker named herein. Seller shall pay a broker commission in accordance with the terms of a separate written agreement.

16. NOTICES. All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent by: (i) by United States Postal Service, certified mail, return receipt requested, (ii) by any nationally known overnight delivery service for next day delivery, (iii) delivered in person or (iv) sent by electronic mail (with a copy thereof sent thereafter in accordance with clause (i), (ii) or (iii) above). All notices shall be deemed to have been given upon receipt. All notices shall be addressed to the parties at the addresses below:

To Seller:	STAG Industrial Holdings, LLC One Federal Street, 23rd Floor Boston, MA 02110 Attn: Seth A. Malamut, Senior Vice President and Associate General Counsel Phone: (617) 936-1334 Email: smalamut@stagindustrial.com
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To Buyer: Bayfront Capital Partners, LLC
Attn: James Stacy Taylor
Phone: 850-477-7044
Email: staylor@bayfrontcapital.net

With a copy to:

subject to the right of either party to designate a different address for itself by notice similarly given. Any notice or demand so given shall be deemed to be delivered or made on the next Business Day if sent by overnight courier or on the 3rd Business Day after the same is deposited in the United States Mail as registered or certified matter, with postage thereon fully prepaid or on the day of delivery if personally delivered.

17. MISCELLANEOUS.

17.1 Entire Agreement. This Agreement including all Exhibits constitutes the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements, oral or written, between the parties hereto respecting such matters. No amendment or modification of this Agreement shall be valid unless executed in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.

17.2 Headings. The headings in this Agreement are for convenience only and shall not be used in interpreting any of the provisions of this Agreement.

17.3 Attorney's Fees. In connection with any litigation including appellate court proceedings arising out of this Agreement or related to the transactions contemplated hereby, the prevailing party shall be entitled to recover from the losing party its reasonable attorney's fees and costs incurred in enforcing its rights and remedies hereunder, including costs of collection prior to instigating litigation.

17.4 Time of the Essence. The parties hereto agree that time is of the essence of this Agreement.

17.5 Governing Law, Severability. This Agreement shall be governed by the laws of the State of Florida, and any provision of this Agreement which is unenforceable or is invalid or contrary to the law of the State of Florida, shall be of no effect and in such case, all the remaining terms and provisions of this Agreement shall be fully effective according to the tenor of this Agreement, the same as though no such invalid portion had ever been included. Any party may commence any action, litigation or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud and statutory claims, in the US District Court for the county where the Property is located or, if such court does not have subject matter jurisdiction, the courts of the State of Florida sitting in county where the Property is located and any appellate court from any thereof. Each party submits to the nonexclusive jurisdiction of such courts and agrees that any such action, litigation or proceeding may be

brought in the US District Court where the Property is located or, if such court does not have subject matter jurisdiction, the courts of the State of Florida sitting in the county where the Property is located. Each party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law

17.6 Confidentiality. Neither party shall make public disclosure of the terms of this transaction or any data or information regarding the Property without the prior written consent of the other, or as required by law, applicable governmental regulation. The obligations under this Section shall be Surviving Obligations.

17.7 No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest or any other relationship other than seller and buyer with respect to the Property.

17.8 Waiver of Jury Trial. The parties each hereby waive any right to jury trial in the event of any action relating to this Agreement, or the transactions described here, or obligations contemplated hereunder.

17.9 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. A party may deliver executed signature pages to this Agreement by facsimile transmission or via electronic mail to the other party, which facsimile or electronic copies shall be deemed to be an original executed signature page binding on the party that so delivered the executed signature page by facsimile or electronic mail.

17.10 No Third Party Beneficiaries. It is not intended that there be, and there shall not be, any third party beneficiaries to this Agreement.

17.11 Construction. This Agreement has been the result of negotiations and discussions between Buyer and Seller and their respective counsel. Consequently, this Agreement shall not be construed against a party by virtue of having been the party who drafted the Agreement.

17.12 Indemnification Claims. The indemnifications contained in this Agreement shall be subject to the following provisions: the indemnitee shall notify indemnitor of any such claim against indemnitee within thirty (30) days after it has written notice of such claim, but failure to notify indemnitor shall in no case prejudice the rights of indemnitee under this Agreement unless indemnitor shall be prejudiced by such failure and then only to the extent of such prejudice. Should indemnitor fail to discharge or undertake to defend indemnitee against such liability within fifteen (15) Business Days after the indemnitee gives the indemnitor written notice of the same, then indemnitee may settle such liability, and indemnitor's liability to indemnitee shall be conclusively established by such settlement, the amount of such liability to include both the settlement consideration and the reasonable costs and expenses, including attorneys' fees, incurred by indemnitee in effecting such settlement. The obligations set forth in this Section 17.12 shall be Surviving Obligations.

17.13 No Memorandum of Agreement. No notice or memorandum of this Agreement shall be recorded in any public record and any action taken by Buyer in respect thereof shall constitute a material breach by Buyer, entitling Seller to terminate this Agreement. Buyer shall indemnify and save Seller harmless from and against any actual loss, cost, liability, damage, fee or expense, including, without limitation, reasonable attorneys' fees and expenses, arising out of any recording of any notice or memorandum of this Agreement.

17.14 Tax Deferred Exchange. Seller has advised Buyer that Seller may desire to enter into a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, in connection with the sale of the Property to Buyer (the "Tax Deferred Exchange"). Buyer agrees to cooperate as reasonably requested with Seller in connection with any such Tax Deferred Exchange, provided that: (a) Buyer shall not incur any liabilities in connection with such cooperation or any other matter relating to the Tax Deferred Exchange; and (b) in no event will any matter relating to the Tax Deferred Exchange, including Seller's inability to obtain any benefits of a tax deferred exchange, relieve the Seller of any of its obligations under this Agreement. In the event Seller elects to pursue the Tax Deferred Exchange Seller may assign its interest in this Agreement to effectuate such Tax Deferred Exchange and shall promptly so notify Buyer, and, upon request, Buyer shall acknowledge such assignment and execute such other documents as are reasonably necessary or customarily used to accomplish such like-kind exchanges.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

SELLER:

STAG Industrial Holdings, LLC,
a Delaware limited liability company

By: David King Digitally signed by David King
Date: 2021.02.22 13:54:02 -05'00'
Name: _____
Its: _____

BUYER:

Bayfront Capital Partners, LLC,
a Florida limited liability company

By:  DocuSigned by:
7C968AC1DBBB4AD...
Name: Justin A Beck
Its: Manager

SCHEDULE 1

ESCROW AGREEMENT

The Deposit paid under this Agreement (the "**Escrow Funds**") shall be held in escrow by the Escrow Agent, subject to the terms of this Agreement, and shall be duly accounted for in accordance with this Agreement. The Escrow Funds shall be invested and held in an interest-bearing, escrow account, and such Escrow Funds and any interest thereon shall be paid to the party entitled to the Deposit under this Agreement.

(a) The Escrow Agent shall be obligated to perform as Escrow Agent only such duties as are specifically set forth in this Agreement and shall not be liable for any action taken, omitted or suffered by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it hereby, and may conclusively rely and shall be protected in acting or refraining from acting in reliance upon an opinion of independent counsel selected by the Escrow Agent or upon any order, notice, instruction, certificate, request or other document or endorsement thereon believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall not be bound by any modification of this Agreement unless such modification is in writing and signed by the parties hereto, and, if its duties hereunder are or may be affected, unless it shall have given prior written consent thereto. If a controversy arises between any of the parties hereto or between any of the parties hereto and any person not a party hereto as to whether or not or to whom the Escrow Agent shall deliver all or any portion of the Escrow Funds or any interest accrued thereon, or in the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions with respect to the Escrow Funds which in its opinion are in conflict with any of the provisions of this Agreement, the Escrow Agent shall be entitled to refrain from taking any action other than to keep safely the Escrow Funds until it shall have been directed otherwise by a writing signed by the parties hereto or by final order of a court of competent jurisdiction.

In the event conflicting demands are made or notices served upon the Escrow Agent with respect to the Escrow Funds, the parties hereto expressly agree that such Escrow Agent shall have the absolute right, at such Escrow Agent's election, to do either or both of the following:

(1) Withhold and stop all further proceedings in, and performance of this Agreement for a reasonable period of time to permit resolution, failing which the Escrow Agent shall follow the provisions of subparagraph (2) or (3) of this Paragraph (a); or

(2) In the event of litigation between SELLER and BUYER, the Escrow Agent may deliver all of the Escrow Funds to the Clerk of any Court in which the litigation is pending; or

(3) File a suit in interpleader and deliver the Escrow Funds to the Court in which the action is commenced, and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights amongst themselves. In the event such interpleader suit is brought, such Escrow Agent shall ipso facto be fully released and discharged from all obligations to further perform any and all duties or obligations imposed upon it by this Agreement. The Escrow Agent shall not be responsible in any manner whatsoever for any failure or inability of SELLER or BUYER to honor or comply with any provisions of this Agreement. The Escrow Agent shall incur no liability hereunder whatsoever except in the event of its willful misconduct or gross negligence. The other parties hereto, jointly and severally, agree to defend and indemnify the Escrow Agent against all costs, obligations and liabilities including reasonable attorney's fees, suffered by it or for which it may be claimed to be liable hereunder, except for that occasioned by its willful misconduct or gross negligence. The indemnity provided in the preceding sentence shall survive any termination of this Agreement, and delivery of the Escrow Funds.

Following distribution of all amounts contained in the Escrow Funds in accordance with this Agreement, the Escrow Agent shall have no further rights or obligations hereunder.

Seller and Buyer do hereby certify that they are aware that the Federal Deposit Insurance Corporation ("FDIC") coverages apply only to a cumulative maximum amount of \$250,000 for each individual deposit for all of the depositor's accounts at the same or related institution. The parties hereto further understand that certain banking instruments such as, but not limited to, repurchase agreements and letters of credit are not covered at all by FDIC insurance.

Further the parties hereto understand that Title Company assumes no responsibility for, nor will the parties hereto hold Title Company liable for, a loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed \$250,000 and that the excess amount is not insured by the Federal Deposit Insurance Corporation or that FDIC insurance is not available on certain types of bank instruments.

[Signature Page Follows]

JOINDER BY THE TITLE INSURER

By its execution hereof, the Title Insurer hereby (i) covenants and agrees to hold the Escrow Funds in accordance with the above provisions, and (ii) acknowledges receipt of a copy of the Purchase and Sale Agreement to which this Schedule 1 is attached.

First American Title Insurance Company

By: _____
Name: _____
Title: _____

EXHIBIT A

All that certain lot, tract or parcel of land situated in the City of Pensacola, County of Escambia, State of Florida, more particularly described as follows:

All of Block 163, Clapp Tract, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906, and all of Block 163, Belmont Tract, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906, said property being comprised of Lots 1 through 30, Block 163, Belmont and Clapp Tracts, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906, which block is bounded on the North by Lee Street, on the East by Palafox Street, on the South by Lloyd Street, and on the West by Baylen Street, in the City of Pensacola, Escambia County, Florida.

Cynthia Cannon

From: Whitney Jeleniewski <w_jeleniewski@yahoo.com>
Sent: Monday, May 31, 2021 10:40 PM
To: Cynthia Cannon
Subject: [EXTERNAL] In opposition of proposed rezoning

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Ms Cannon,

Please ensure that this letter is forwarded to the Planning Board that will be hearing the proposed rezoning:

This email is to express my opposition to the rezoning request by Beck Partners of Lots 1 through 13 and 28-30, Block 163, Belmont Tract, from PR-1AAA to PC-1.

Such rezoning would detrimental to the area. While property values are likely to go down in an area where commercial buildings may be built, these commercial buildings and severely reduced setbacks are completely inconsistent with the neighborhood's designation as a U.S. Historic District and as a residential neighborhood.

While Beck has made grand promises of residential structures filling the block, he has let us know of his plans to sell the lot(s) in order to fund the development of the building on the commercial side. Now that the complete application has been formerly submitted and accepted the City of Pensacola, we see that there is NO mention or plans for any homes along the Baylen Street side or any other restrictions that would force them to pursue only residential uses. Once the lots go up for sale, if rezoned to commercial, they neighborhood will be at the mercy of the highest bidder.

We do not feel it is anyone's best interest to rezone from residential to commercial simply to line the pockets of the developer while the residents paying the cost.

I strongly urge you to disapprove the proposed rezoning.

Respectfully,

Whitney Jeleniewski

217 West Gonzalez Street
Pensacola, Florida

Cynthia Cannon

From: Patti <pattisal_65@bellsouth.net>
Sent: Monday, May 31, 2021 11:49 AM
To: Cynthia Cannon
Subject: [EXTERNAL] PK Yonge zoning

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

May 31, 2021

Re: Development at P.K. Yonge/Zoning Change

Dear Cynthia,

I am a twenty-two-year resident of North Hill and I want to go on record that I do not support the proposed change in zoning on the P.K. Yonge property. The Baylen Street frontage is squarely inside the residential area of historic North Hill. The only proper development for that frontage is residential.

Under the current zoning of PR1-AAA, the neighborhood can be certain that residential units will be built. Changing the zoning to PC-1 opens the door to non-residential development. Mr. Beck has no intention of personally developing those lots and therefore cannot provide assurances of what shall be built. Like the proverbial camel's nose into the tent, once the historic district's residential zoning is breached, there is no going back. Keep the PR1-AAA classification and assure residential development.

Thank you

Patti Salvaggio

1023 N. Spring Street

Cynthia Cannon

From: Joshua Barrows <jcbarr81@yahoo.com>
Sent: Monday, May 31, 2021 11:53 AM
To: Cynthia Cannon; Leslie Statler; Gregg Harding
Subject: [EXTERNAL] pK Yonge / fdle development

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Hi Cynthia, Leslie, and Greg,

My wife and I live directly across the street from the FDLE building on W. Lloyd street, and would like to see the developer's development plan and rezoning request approved by the planning board and city council.

As a neighbors who would be negatively impacted by a vacant building, we believe that the proposed development would be a benefit to the neighborhood and community, and we are in full support of their request and proposed use of the property.

Thanks,
Josh and Mary Beth Barrows
9 W. Lloyd st
Pensacola, fl 32501

Sent from my iPhone

Cynthia Cannon

From: Hannah Domoslay-Paul <hannah.domoslay.paul@gmail.com>
Sent: Tuesday, June 1, 2021 2:34 PM
To: Ann Hill; Cynthia Cannon; Leslie Statler; Gregg Harding
Subject: [EXTERNAL] Baylen Street

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

To whom it may concern:

This email is to express my very strong opposition to the rezoning request by Beck Partners of Lots 1 through 13 and 28-30, Block 163, Belmont Tract, to PC-1 from PR-1AAA.

I believe this rezoning would be detrimental to the North Hill Preservation District, herein after NHPD. Property values are very likely to go down, in an area where commercial buildings may be built, and the potential for these commercial buildings and monumentally reduced setbacks are wholly inconsistent with the NHPD designation as a U.S. Historic District and as a residential neighborhood.

While Beck Partners have made many promises of only residential structures filling the block, they have let us know of their plans to sell the lot(s) in order to fund the future development of the P.K. Yonge School. After reviewing the complete application has now been formerly submitted, and accepted the City of Pensacola, I can see that there is absolutely no mention or plans for any homes along the Baylen Street. Further, there are no other restrictions that would force them to pursue only residential uses and, once the lots go up for sale, they can be rezoned to commercial and the neighborhood will be at the mercy of the highest bidder.

I do not feel it is anyone's best interest to rezone from residential to commercial simply to line the pockets of the developer while the residents are again paying the cost. My family and the other families in the NHPD deserve to continue to enjoy our neighborhood and we will all fight to preserve the NHPD as we are just stewards of this neighborhood that has been here for over 150 years.

I strongly urge you to deny the proposed rezoning application.

Sincerely,

Hannah Domoslay-Paul
915-309-0953
108 W Strong Street
Pensacola, FL 32501

Cynthia Cannon

From: Webster, Carrie C [US] (SP) <Carrie.Webster@ngc.com>
Sent: Tuesday, June 1, 2021 3:33 PM
To: Cynthia Cannon
Subject: [EXTERNAL] 1300 N. Palafox - Rezoning Application

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Hello –

I am sending this email to express my opposition to the rezoning request by Beck Partners of Lots 1 through 13 and 28-30, Block 163, Belmont Tract, from PR-1AAA to PC-1.

Such rezoning would be detrimental to the area. Property value devaluation aside the narrow historical streets are not set up to handle the type of traffic and parking issues a commercial business would bring. Furthermore rezoning would allow smaller lot sizes and reduced setbacks that are completely inconsistent with the Preservation District's Guidelines and Regulations.

At present all lots zoned as PC-1 are limited to locations that front on either Palafox or Cervantes. There are no PC-1 designations within the interior of the historic district residential area from Palafox to DeVillier's and from Blount to Cervantes. For these reasons we feel the rezoning should not be allowed thus preserving the neighborhoods designation as a United States Historic District, and as a residential neighborhood.

While Beck has made grand promises of residential structures filling the block, he has let us know of his plans to sell the lot(s) in order to fund the development of the building on the commercial side. Now that the complete application has been formerly submitted we see that there is [no](#) mention or plans for any homes along the Baylen Street side or any other restrictions that would force them to pursue only residential uses. Once the lots go up for sale, if rezoned to commercial, the neighborhood will be at the mercy of the highest bidder.

I strongly urge you to reject the proposed rezoning.

Thank you,
North Hill Resident Carrie Webster
316 W. Strong St.
Pensacola, FL 32501

Cynthia Cannon

From: Nancy LaNasa <nancylanasayoga@gmail.com>
Sent: Tuesday, June 1, 2021 3:33 PM
To: Cynthia Cannon
Cc: Ann Hill; Leslie Statler; Gregg Harding
Subject: [EXTERNAL] rezoning request by Beck Partners of Lots 1-13 and 28-30, Block 163, Belmont Tract, from PR-1AAA to PC-1.

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Ms. Cannon,

My husband Tom and I have owned our home at 12 W. Blount St. in the North Hill Preservation District since 1996. We feel fortunate to live in a district in Pensacola that is proud of its heritage and its designation as a National Landmark. We love our leafy streets and quiet neighborhood. We attended a ZOOM meeting with Justin Beck of Beck Partners in regard to the planned development of the beautiful PK Yonge School into apartments. We think this is a great idea. However, we are greatly concerned with and disturbed by Mr. Beck's request to have the block of Baylen St. behind the PK Yonge School changed from residential PR-1AAA to commercial PC-1. And 10 lots at that! Such rezoning will put our quiet neighborhood at risk of high density development which is inappropriate for the inner core of our neighborhood; it also won't guarantee that appropriate residential units will be built there. A national landmark district should be committed to low density residential units in its inner core, in relation to the already long-established residential neighborhood structures.

We strongly urge you to keep this block of Baylen St. behind the PK Yonge School zoned PR-1AAA, in keeping with the existing character of the surrounding area.

Thank you,

Nancy and Tom LaNasa
850-439-0350 and 212-254-8180

Cynthia Cannon

From: Hannah Domoslay-Paul <hannah.domoslay.paul@gmail.com>
Sent: Tuesday, June 1, 2021 2:34 PM
To: Ann Hill; Cynthia Cannon; Leslie Statler; Gregg Harding
Subject: [EXTERNAL] Baylen Street

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

To whom it may concern:

This email is to express my very strong opposition to the rezoning request by Beck Partners of Lots 1 through 13 and 28-30, Block 163, Belmont Tract, to PC-1 from PR-1AAA.

I believe this rezoning would be detrimental to the North Hill Preservation District, herein after NHPD. Property values are very likely to go down, in an area where commercial buildings may be built, and the potential for these commercial buildings and monumentally reduced setbacks are wholly inconsistent with the NHPD designation as a U.S. Historic District and as a residential neighborhood.

While Beck Partners have made many promises of only residential structures filling the block, they have let us know of their plans to sell the lot(s) in order to fund the future development of the P.K. Yonge School. After reviewing the complete application has now been formerly submitted, and accepted the City of Pensacola, I can see that there is absolutely no mention or plans for any homes along the Baylen Street. Further, there are no other restrictions that would force them to pursue only residential uses and, once the lots go up for sale, they can be rezoned to commercial and the neighborhood will be at the mercy of the highest bidder.

I do not feel it is anyone's best interest to rezone from residential to commercial simply to line the pockets of the developer while the residents are again paying the cost. My family and the other families in the NHPD deserve to continue to enjoy our neighborhood and we will all fight to preserve the NHPD as we are just stewards of this neighborhood that has been here for over 150 years.

I strongly urge you to deny the proposed rezoning application.

Sincerely,

Hannah Domoslay-Paul
915-309-0953
108 W Strong Street
Pensacola, FL 32501

Cynthia Cannon

From: Carol Swinford <carol.swinford@cox.net>
Sent: Tuesday, June 1, 2021 9:43 PM
To: Cynthia Cannon; Leslie Statler; Gregg Harding
Subject: [EXTERNAL] PK Youge - 1301 N Palafox Street Redevelopment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Ms Cannon, Ms Statler and Mr. Harding;

Please ensure that this letter is forwarded to the Planning Board that will be hearing the proposed rezoning.

My husband and I live at the corner of Lee and Baylen, 1401 N. Baylen. We have lived at this address since 1991. We would NOT like to see the residential zoning changed to PC-1.

The Baylen Street frontage is inside the residential area of North Hill Historical District. We believe that the original zoning of Baylen Street from Lee and Lloyd Streets should remain as PR1-AAA. A change to commercial zoning as the developer has purposed will negatively impact our property and neighborhood.

Sincerely,

Harry B. Swinford
Carol F. Swinford
1401 N. Baylen Street
Pensacola, FL 32501

Cynthia Cannon

From: Jo Elizabeth Brown <pegasus53d@yahoo.com>
Sent: Wednesday, June 2, 2021 9:57 AM
To: Cynthia Cannon
Cc: Gregg Harding; Leslie Statler; Mike Ziarnek
Subject: [EXTERNAL] Opposition to Zoning Request of block 163

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Ms. Cannon,

What makes North Hill so unique.

Our lovely neighborhood is part of the National Register of Historic Neighborhoods; being a part of the historic national register, is quite extraordinary and is valued by all residents and visitors who tour North Hill and surrounding historic landmarks within North Hill and our beautiful city.

After traveling and living for years across the United States, as the wife of a United States Marine, we chose to invest in this special historic preservation area of Pensacola called, North Hill.

We love the beauty of our quaint neighborhood streets, the city parks, the diverse architecture and the unparalleled craftsmanship of these historic homes.

Last, but certainly not least, the zoning ordinances that were set in place, were a huge factor in our decision making.

After careful thought and consideration, of a handful of other cities and historic neighborhoods, across the U. S., we chose North Hill, 17 years ago.

While the city of Pensacola has seen tremendous growth in the past several years, along with that comes commercial and new home construction.

We are so very blessed and grateful for the forward thinking North Hill residents, and the actions that they took, all those years ago, to protect this national treasure on the hill.

These North Hill residents were concerned about future residential and commercial intrusion; with density, traffic volume and future potential parking issues, on our residential streets.

These residents were committed with making sure that historic North Hill, remains protected with the zoning ordinances, which were set forth at that time, PR-1AAA.

The issues that the zoning request for a PC-1 change would bring, are many.

If PC-1 is approved, we would possibly be looking at townhome or row home residences, that are popping up all over our city. However, they would now be in the heart of historic and protected North Hill.

We could be looking at commercial encroachment, within our historic residences and lovely residential streets.

Regarding the restoration of the historic PK Yonge building, there will need to be sufficient parking for all apartment residents, their guests and visitors.

Of course, green spaces and other exterior necessities and amenities, for the apartment residents, will need to be provided, while maintaining the historic standards of North Hill preservation neighborhood.

North Hill is not downtown or other surrounding areas, that are dealing with massive new home construction on subdivided lots, townhomes, and row type homes.

Our family is speaking out today to say that we are strongly against the PC-1 rezoning request, by Beck Partners @ 1301 North Palafox Street,

specifically, the western side of this property, which is 1.5 acres, on block 163, which borders N. Baylen Street.

As North Hill residents, and home owners, it is our desire to maintain the zoning ordinance, PR-1AAA that is in place, to continue to protect this treasure and national historic neighborhood, for future generations of North Hill residents.

Sincerely,

Jo Elizabeth Brown
109 W. Blount Street
Pensacola, Florida

Cynthia Cannon

From: Leslie <pensacolaleslie@aol.com>
Sent: Wednesday, June 2, 2021 11:24 AM
To: Ann Hill; Cynthia Cannon; Leslie Statler; Gregg Harding
Subject: [EXTERNAL] Opposition to Re-Zoning the Former FDLE Property

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Planning Board,

I write this email to express my opposition to the rezoning of Belmont Tract, BLK 163 in Historic North Hill. In the past, I served as President of North Hill for three terms and have been a long time Pensacola community volunteer. I have lived in North Hill since 1992. We have lived in and renovated FOUR homes in the neighborhood.

North Hill is on the National Historic register. Our Preservation Association's mission is to "preserve all that is unique to North Hill." Our streetscapes and residential homes and lots are what make the neighborhood unique. The boundaries of the neighborhood were well negotiated and approved by the City Council in 1972. Since then, the city has used the area in ad campaigns, for film locations and for promotions. We have mutually benefited each other. Pensacolians and tourists, alike, enjoy the quiet streets, interesting homes and history filled streets and events. We are dedicated to maintaining that atmosphere.

This dedication to preserving the history of the neighborhood has often been in conflict with commercial developers. The North Hill boundaries were well-negotiated in 1972/1973. Left in place were the commercial corridors. There ARE blocks, like the FDLE block, that are bifurcated: part commercial, part residential. Why did the original organizers DO THAT? Because they recognized the importance of commercial development to a thriving downtown Pensacola. Thus, North Hill has many blocks that part commercial/part residential.

We LOVE commercial development that complements, improves and supports the historic mission. Beck Property's proposed development of the FDLE building to apartments fits that mission.

RE-ZONING the entire block to PC-1 DOES NOT. North Hill needs those "buffer" blocks to prevent further commercial encroachment into our residential neighborhood.

I am strongly opposed to the re-zoning request. Please weigh this letter and all the others letters you may receive in opposition as proof that the neighborhood is united and will not support a zoning change on that block.

Leslie Vilardi/Levin-Rinke Realty
380 West Brainerd Street
Pensacolaleslie@aol.com
850-291-6698

Cynthia Cannon

From: Jo Macdonald <jomac726@gmail.com>
Sent: Wednesday, June 2, 2021 12:11 PM
To: Cynthia Cannon
Subject: [EXTERNAL] Rezoning of Baylen side of 1301 N. Palafox

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Ms. Cannon,

The new owners of 1301 N. Palafox have submitted an application to change the zoning of the Baylen Street side of the property from PR-1AAA to PC-1. This would be a commercial encroachment upon the historically residential nature of this property and against everything that the North Hill Preservation Association stands for and has sought so diligently to preserve. Please do not allow this to happen and turn down this request!

Sincerely,
Jo MacDonald
North Hill Preservation Association Board Member

Dear Planning Board Members:

I am writing you concerning the agenda item requesting a rezoning of the rear portion of the property at 1301 North Palafox, the Historic PK Yonge school.

I have lived in North Hill since 1975 and seen this neighborhood grow and prosper. I lived here during the times when many of these beautiful houses were boarded up and we saw many of them bulldozed because of neglect.

In the late 1970's I participated in a series of lectures on historic preservation with Earl Bowden, in the Panhandle area, because of my background in research and historic preservation. Our concern was getting out the Federal guidelines on preservation to cities and counties so that historic districts would be afforded some protection from destruction or infill construction.

The request to change the current PR1AAA zoning of the back third of the PK Yonge school into PC1 zoning is the exact issue Earl Bowden taught us to defend against. That buffer was designated behind the school, years ago, to protect the integrity and residential nature of the heart of the North Hill district. It was set up to maintain a cushion from commercial to residential, although it is zoned to legally construct 4 houses. PC1AAA zoning will allow 4 houses with no change of zoning at all.

The Federal Guidelines on historic preservation state that new infill construction should meet the density, setbacks, width, height and spacing of the streetscapes it plans to adjoin. That density is 2 houses on West Lee Street, 2 houses on North Baylen and 4 houses on West Lloyd street. Even spreading out to the North and South of the Baylen PR1AAA zoning you find only 2-4 houses per block. That is the mean density for the entire North Hill area from Cervantes to Blount Street. Therefore, the existing zoning, and its allowance for 4 houses to be built there, is in keeping with the Federal Historic Preservation guidelines. This would allow comparable density, setbacks, height, width and rear yard requirements with no zoning change.

The request for zoning change would violate every one of the Federal mandates for infill construction....setbacks, density, backyard space, width, height, etc. A 30 foot wide lot could not blend into any of the adjoining streetscapes for blocks and blocks in all directions from this property.

That is not the only concern. The developers stated that they were not going to build on those lots, merely spin them off to buyers. With rezoning, that opens Pandora's box....a buyer could potentially open a beauty salon or barber shop or day care or office or art studio...even a restaurant or gas station with a variance. The PC1 zoning would leave all these open. That would end the intent of the buffer designed originally to protect the residential nature of the adjoining blocks.

In addition, the developer plans to make up to 40 apartments in the current PK Yonge school building. That puts an extreme burden on our already narrow and overcrowded streets. Essentially, when one car parks on these narrow historic streets, it turns the street into 1 way. If you add the 40 units in PK Yonge schoolhouse and allow the rezoning to PC1, that would push the numbers up to 50 units in a one block area where the highest density is now 4 houses.

My house looks out onto this PC1AAA area and I have regularly counted the cars that FDLE parks there with only 80 employees. They are forced to use all the space including the parking that is in the area these developers are trying to rezone. (At least their cars go home at night.)50 families would be 100 plus cars? Where will they park?

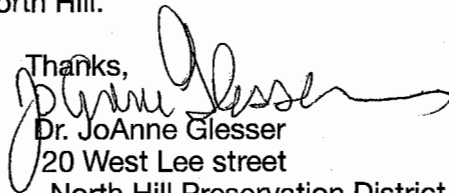
The addition of 50 units (100 plus people, minimum) and 100 plus cars....not counting visiting friends and families, parties, deliveries, babysitters etc., all crammed into a one block area, is a nightmare in the making.

I am against the rezoning of that portion of Baylen Street and in favor of keeping the existing zoning as PR1AAA and the allowance that is already in place for 4 homes that would, with no rezoning necessary, be able to meet the density, setbacks, height, width, spacing and backyard requirements as set out by the Federal guidelines. I know East Hill is using smaller lots for construction, but even though East Hill has a historic district, it is NOT listed on the National Register and as such is not mandated to follow these Federal guidelines. The North Hill Preservation District is on the National Register and we all have had to adhere to strict guidelines for years and years to preserve the character of our district. We don't want them thrown out to boost a single developer's profit margins.

Carol Ann Marshall, a former Pensacola school board member, and a North Hill resident, knows the entire history of that buffer PR1AAA. She was a member of the school board when the property was originally sold from elementary school to office building. She will be present at the planning board meeting. I beg you to call on her first and she can explain the entire history of that zoning and its intent. Many are requesting to address the board afterwards, but she is the core speaker in explaining the intent behind the zoning and why it was designed to protect the residential core of North Hill.

In summary, I am against the request for rezoning from its current PR1AAA on the grounds that the change would violate the Federal Guidelines for Historic Preservation as well as overburden the already overburdened traffic situation in North Hill.

Thanks,


Dr. JoAnne Glessner
20 West Lee street
North Hill Preservation District
Pensacola, Florida

Dear City of Pensacola Planning Board:

I am writing this letter to protest the rezoning of the Baylen Street property adjoins PK Yonge school from its current PR1AAA zoning, which permits construction of 4 homes, to PC 1 which would allow future owners to construct beauty shops, day care centers, art galleries, etc. in a strictly residential street in the historic district.

The current owners stated in a conference call that have no plans to construct on this PR1AAA land, they merely want to change the zoning and carve it up into 10 lots to sell off before they begin renovation of the PK Yonge school, which they stated in a zoom call, will hold 40 units. That would be a combined impact of 50 families in a one block area in the heart of the low density North Hill preservation area. 100plus cars and a 100 plus people...and their guests and family visiting....

I don't know if you are familiar with the narrow streets we have in North Hill, but 2 cars can barely pass each other. If a single car is parked on 1 side of the street, it becomes a one way street.

I object, primarily, because 4 houses would be compatible with the existing density in the surrounding blocks, North and South. Also, we were told by the school board that that land would always keep its PR1AAA zoning as a buffer between commercial and residential.

I was born and raised in North Hill, I know it has been hard at sometimes to follow the guidelines set out in the National Register...both financially and aesthetically, but we have always complied for the better good of the historic preservation district.

Please tell us all these years were not in vain....4 houses is enough on that block to maintain the cushion between commercial saturation and residential density.

Thanks,


Meagan Glessner
400 West Blount

Cynthia Cannon

From: Jennifer Wasilenko <sunserae24@hotmail.com>
Sent: Wednesday, June 2, 2021 3:20 PM
To: Ann Hill; Cynthia Cannon; Leslie Statler; Gregg Harding
Cc: Jennifer Wasilenko
Subject: [EXTERNAL] Rezoning request by Beck Partners

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Sirs/Ma'ams,

I just received a card in the mail today notifying me of a rezoning request that will be reviewed at a meeting next Tuesday. After researching the issue, I've learned that Beck Partners has submitted a request to rezone Lots 1 through 13 and 28-30, Block 163, Belmont Tract, from PR-1AAA to PC-1. I'm writing to express my concerns about this request.

In Mr. Beck's Zoom briefing to the community, there were multiple concerns expressed by my neighbors. I agree with some of those concerns and would like to add my two cents.

First, several concerns were voiced regarding the fact that this rezoning will open the 10 lots on Baylen to commercial development. Currently, all commercial entities in North Hill face Cervantes and Palafox. I'm concerned that this kind of rezoning is going to open to door to additional commercial zoning within the neighborhood.

Second, several concerns were voiced regarding traffic and parking issues. Even if all 10 lots were sold to people who intended to build residential, and even if they all include exterior garages that open to the parking lot as Mr. Beck suggests, there is going to be a spike in traffic in this sector of North Hill, and guests and visitors will be forced to find parking on the street somewhere. With our narrow streets this will be a huge problem for those of us near that block of North Hill.

Third, Mr. Beck intends to sell all 10 of the re-zoned lots, so what Mr. Beck is telling us these lots will be used for means absolutely nothing. If the rezoning is approved, these 10 lots will be open to anything allowed under PC-1 zoning. While Mr. Beck reassures us that he hopes to sell the lots to folks who intend to build residential, there is nothing in writing binding him to that intent. The PC-1 zoning opens the door for commercial use, and Mr. Beck will have zero control or influence on what happens on those lots once he sells them. While I think it would be lovely to have a florist or an art studio or even a beauty parlor in the neighborhood, again, I refer back to the traffic and parking issues. I simply do not believe it's smart or feasible to open up the interior of North Hill to commercial use.

Fourth, from what I've read, the existing zoning would allow for 4 houses to be built on Baylen, so Mr. Beck should already be in a position to sell these lots for residential use. It is my opinion that the density and setback requirements of the existing zoning should be maintained, thus ensuring this block of North Hill maintains the same historic integrity as the rest of the district.

I urge you to leave the zoning as-is so only residential use, in family with the rest of the neighborhood, will be permitted.

Thank you for your consideration,

Jennifer Wasilenko
Owner – 23 W. Brainerd St.

Sent from [Mail](#) for Windows 10

June 1, 2021

Dear NHPA President, Suzi Emerson,

We need your support and help to save our homes from encroachment by the new owners of 1301 N Palafox Street.

Many North Hill residents are petitioning the Planning Board of the City of Pensacola to defeat the proposal to change PR-1AAA (residential) to PC-1 (commercial) on the Baylen Street side of the property.

If the zoning from residential to commercial (PR-1AAA to PC-1) is approved, it will signal that the City of Pensacola and the North Hill Preservation Board disregard the intent, nature, and scope of historic preservation which the North Hill Preservation District and community members have consistently maintained since 1972.

Will you please sign the petition, and, please write your support to defeat the proposal, directly to the City of Pensacola Planning Board (ccannon@cityofpensacola.com)?

Sincerely, with our Thanks,

Devin and Daniela Beckwith	1421 North Baylen Street
Mike and Jo Elizabeth Brown	109 West Blount Street
Jennifer Coveny	1515 North A Street
Jo Anne Glesser	20 West Lee Street
Meagan Glesser	400 West Blount Street
Tom Glesser	116 West Blount Street
Susie Ham	17 West Lee Street
Carol Ann Marshall	1313 North Baylen Street
Camelot Marshall	1313 North Baylen Street
Harry and Carol Swinford	1401 North Baylen Street

Neighbors
North Hill Preservation District
Pensacola, Florida

Cynthia Cannon

From: Tom Glessner <glessdog@yahoo.com>
Sent: Wednesday, June 2, 2021 4:02 PM
To: Cynthia Cannon
Subject: [EXTERNAL] Proposed rezoning of PK Yonge school building

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

2 June 2021

Dear Pensacola Planning Board:

I am opposed to the rezoning request for PK Yonge school, 1301 North Palafox. The back third of the school area was zoned PR1AAA many years ago to protect the residential nature of the surrounding blocks from the encroachment of commercial ventures. "

While the builder told us he was carving out 10 lots to sell (I'm guessing to finance the renovations of the 40 apartments he is planning on putting into the school building), on his application for zoning change, he only states he wants that area rezoned. That would allow for tattoo parlors, barbershops, day care centers, offices and a variety of other uses short of industrial. This intrudes into the surrounding PR1 AAA zoning of the surrounding areas. I've been in North Hill since 1979 when the area was dangerous and we had to sleep with one eye open because the break-ins were regular- to current day where the neighborhood is restored and well maintained and residential in nature.

The addition of 40 units and the rezoning of the back area would be an "open sesame" to much more traffic and commercial penetration in an area where children can safely ride their bikes and people can still in the evening without worrying about constant traffic.

In addition, the zoning change would go against the Federal historic guidelines about infill construction. When I researched it and it said new construction should be similar in size, density, setbacks and spacing and green area. It also said new construction should not negatively impact traffic flow or patterns.

We have always had to live under very restrictive guidelines in North Hill, because, unlike the East Hill district, the North Hill district is on the National Register and must abide by those guidelines. We have learned to live with these restrictions because we value the core neighborhoods attempt to safeguard these beautiful historic treasures. Our streets are already stressed with current residents because they are so old and narrow. The addition of any commercial zoning would over stress them and cause chaos.

In summary, the current zoning PR1 AAA allows for 4 houses to be constructed on that land and that blends well with the current density of surrounding streets, well, a little on the high end, but still within range. That allows for setbacks and size compatibility with surrounding houses for many blocks in all directions.

The plan to add up to 40 apartment in one small block is already extremely increased density and traffic, but the addition of commercial space on the Baylen Street side is just over the top. I personally know Carol Ann Marshall (and knew her husband Dr. Marshall) and they were Instrumental years ago in insuring that buffer of PR1 AAA remained. She was on the school board at the time it was sold for the first time and knows all the intent behind the zoning. I understand she will speak at the Planning Board meeting next week. She is a goldmine of information on this topic.

Please consider our position in your decision making. We all have worked hard to make North Hill the showcase it is in representing Pensacola history.

Thank you,

Thomas H Glessner
116 West Blount Street
Pensacola, FL

Cynthia Cannon

From: Gregg Harding
Sent: Thursday, June 3, 2021 10:33 AM
To: Cynthia Cannon
Subject: FW: [EXTERNAL] Rezoning in North Hill

Cynthia,

Please see Ms. Hatch's comments below.

Gregg Harding, RPA
Historic Preservation Planner
Visit us at <http://cityofpensacola.com>
222 W Main St.
Pensacola, FL 32502
Office: 850.435.1676
gharding@cityofpensacola.com

Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone or in writing.

-----Original Message-----

From: Lynsey Hatch <lynseyau@gmail.com>
Sent: Wednesday, June 2, 2021 10:40 PM
To: Gregg Harding <GHarding@cityofpensacola.com>
Subject: [EXTERNAL] Rezoning in North Hill

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Mr. Harding ,

This email is to express my opposition to the rezoning request by Beck Partners of Lots 1 through 13 and 28-30, Block 163, Belmont Tract, from PR-1AAA to PC-1.

My family lives just a few blocks south of this area in question. Such rezoning would detrimental to the area. While property values are likely to go down in an area where commercial buildings may be built, these commercial buildings and severely reduced setbacks are completely inconsistent with the neighborhood's designation as a U.S. Historic District and as a residential neighborhood.

While Beck has made grand promises of residential structures filling the block, he has let us know of his plans to sell the lot(s) in order to fund the development of the building on the commercial side. Now that the complete application has been formerly submitted and accepted the City of Pensacola, we see that there is NO mention or plans for any homes along the Baylen Street side or any other restrictions that would force them to pursue only residential uses. Once the lots go up for sale, if rezoned to commercial, they neighborhood will be at the mercy of the highest bidder.

We do not feel it is anyone's best interest to rezone from residential to commercial simply to line the pockets of the developer while the residents paying the cost.

I strongly urge you to disapprove the proposed rezoning.

Thank you,
Lynsey & Neal Hatch
9 W De Soto St
Pensacola, FL

Cynthia Cannon

From: Gregg Harding
Sent: Thursday, June 3, 2021 11:40 AM
To: Karis T; Ann Hill; Cynthia Cannon; Leslie Statler
Subject: RE: [EXTERNAL] Re: Proposed Rezoning of Pk Yonge/FDLE property

Thank you very much for your email, Ms. Traud. We have received your comments and will make them available to the Planning Board.

Please let us know if you have any questions. Thank you again.

Gregg Harding, RPA

Historic Preservation Planner

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

gharding@cityofpensacola.com



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From: Karis T <karitraud@gmail.com>
Sent: Wednesday, June 2, 2021 6:31 PM
To: Ann Hill <AHill@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Gregg Harding <GHarding@cityofpensacola.com>
Subject: [EXTERNAL] Re: Proposed Rezoning of Pk Yonge/FDLE property

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

June 2, 2021

RE: Opposition to Rezoning of Lots 1-13 and 28-30, Block 163, Belmont Tract, from PR-1AAA to PC-1

Dear Ms. Hill, Ms. Cannon, Ms. Statler, and Mr Harding,

This email is to express my strong opposition to the rezoning request by Beck Partners of Lots 1 through 13 and 28-30, Block 163, Belmont Tract, from PR-1AAA to PC-1.

Such rezoning would be detrimental to the area. While property values are likely to go down in an area where commercial buildings may be built, these commercial buildings and severely reduced setbacks are completely inconsistent with the neighborhood's designation as a U.S. Historic District and as a residential neighborhood. These lots were zoned residential to protect residents and the neighborhood for a reason. My house I have owned for 21 years on Baylen and love my neighborhood for its historical significance in respect to the older homes and protecting the value of these homes. Additionally, many people buy homes in our neighborhood based upon the integrity of our neighborhood.

While Beck has made grand promises of residential structures filling the block, he has let us know of his plans to sell the lot(s) in order to fund the development of the building on the commercial side. Now that the complete application has been formerly submitted and accepted by the City of Pensacola, we see that there is NO mention or plans for any homes along the Baylen Street side or any other restrictions that would force them to pursue only residential uses. Once the lots go up for sale, if rezoned to commercial, the neighborhood will be at the mercy of the highest bidder. To me, this shows disrespect for the neighbors and our neighborhood organization. These lots facing Baylen should be kept as residential lots to maintain the integrity of our neighborhood and as respect to the neighbors. It was wrong of Beck Partners to tell us one thing and file an application for something else as this erodes the trust of the developer with neighborhood residents. So yes, I absolutely and completely oppose these lots be rezoned from residential to commercial!

Shame on Beck Partners for lying to us neighbors in regards to his intentions. I do not feel it is anyone's best interest to rezone from residential to commercial simply to line the pockets of the developer while the residents are paying the cost. This city is all about its wonderful residents!

I strongly urge you to disapprove the proposed rezoning. I appreciate you understanding our desire to maintain the integrity and historical presence of our neighborhood.

Regards,

Kari

Kari Traud
1521 N. Baylen St
Pensacola, FL 32501

Cynthia Cannon

From: Gregg Harding
Sent: Thursday, June 3, 2021 10:57 AM
To: Lisa Mead; Ann Hill; Cynthia Cannon; Leslie Statler
Subject: RE: [EXTERNAL]

Thank you very much for your email, Ms. Mead. We have received your comments and will make them available to the Planning Board.

Please let us know if you have any questions. Thank you again.

Gregg Harding, RPA

Historic Preservation Planner

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

gharding@cityofpensacola.com



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From: Lisa Mead <nutmegr@gmail.com>
Sent: Wednesday, June 2, 2021 7:20 PM
To: Ann Hill <AHill@cityofpensacola.com>; Cynthia Cannon <CCannon@cityofpensacola.com>; Leslie Statler <LStatler@cityofpensacola.com>; Gregg Harding <GHarding@cityofpensacola.com>
Subject: [EXTERNAL]

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

2 June 2021

Dear Members of the Planning Board:

I would like to be on record as being strongly in opposition to the rezoning of part of the PK Yonge property (Lots 1-13 and 28-30, Block 163, Belmont Tract) from primarily residential (PR-1AAA) to primarily commercial (PC-1.)

It is *entirely* inconsistent with the nature of the neighborhood to drop an island of commercial property right into a historic residential neighborhood. As a neighborhood, North Hill was led to believe that Beck intended for the entire block to be residential, but the application for this rezoning clearly indicates otherwise.

The North Hill neighborhood is not asking for anything. The designation as PR-1AAA as it exists does not preclude development of the parcels in question. Residential development in keeping with the neighborhood and the existing zoning would be welcome. Commercial development along Palafox in existing PC-1 zoning would be welcome. The

developer is the one who, having bought the property at a price consistent with its existing zoning, seeks to change it in order to sell parts of it off at a higher profit margin. Our neighborhood is the one who would be paying the price for this. 10 commercial lots on one block of a quiet, narrow, residential street - sandwiched between residences on all sides - makes absolutely no sense at all. The developer can spin any tale about what the lots *could* be used for, but once those lots are sold, they will be zoned for a myriad of commercial uses inconsistent with the location.

The North Hill Preservation District is on the National Historic register, an asset to the character of Pensacola - which one would think the City would take care to protect. I urge you to deny this developer's request, do nothing, and simply maintain the existing zoning for this property.

Lisa Mead
nutmegr@gmail.com
1009 N Reus St
Pensacola, FL 32501
850-293-2902

Cynthia Cannon

From: Margaret E Rhea <winkierhea@gmail.com>
Sent: Thursday, June 3, 2021 10:12 AM
To: Cynthia Cannon
Cc: Leslie Statler; Gregg Harding
Subject: [EXTERNAL] Opposition to change in zoning of 1301 N Palafox

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Margaret E (winkie) Rhea
200 W Gonzalez St
Pensacola, FL 32501
(850)438-7270

To: Cynthia Cannon
CC: Leslie Statler, Gregg Harding
From: Margaret E. (Winkie) Rhea
RE: 1301 N Palafox St Rezoning

Dear Ms Cannon,

Please ensure that this email will reach all of the Planning Board before the June 8 meeting.

I am unreservedly opposed to the rezoning of the old P.K. Yonge property by the Beck Partners. The school itself is zoned PC-1 and the back part of the old playground, now parking lots, that faces Baylen is and must remain, PR-1AAA.

My family has resided in the same house in North Hill for sixty (60) plus years. P.K Yonge was my elementary school. To save the old building, which by being in North Hill is on the National Register of Historic Places and is protected, let it remain PC-1. Joyce Turner, my mother, Elizabeth C. Rhea, among others were able to establish North Hill on the National Registry of Historic Places to protect the neighborhood's unique character. With their foresight and the classification as an important historic place, North Hill has been able to stave off the creep of commercialization and protect our historic neighborhood. Before this protected status, North Hill saw the destruction of many fine old family homes and lots of heritage trees all for the power of commerce and the almighty dollar. Now, many of those properties are nothing but abandoned parking lots along Palafox, Baylen and Spring! So much for commercial development!

There is no good reason to allow Baylen, between Lloyd and Lee streets, to be rezoned from PR-1AAA to PC-1. This area of the FDLE parking lot was my school playground. There are many reason to oppose this zone change. One: Baylen Street is too narrow, it is one of the most narrow streets in the area. It will not be able to handle all the change such mushrooming development would create. Two: Property values of the nearby homes, including the magnificent home at 1313 N Baylen home, built by Dr. Allen M. Ames and in the Marshall family since 1963, will be adversely affected. And three: Children, dog walkers and us old folks will no longer be safe to walk and play in the area. Most importantly, why should any developer be allowed to invade a Nationally Registered Historic Place and change zoning to avoid all the regulations and protection that our status in North Hill allows. Indeed, why should any developer be permitted to avoid regulations and reap profits at the expense of our unique North Hill, both its people and their homes.

Please do no allow any rezoning of the P.K.Yonge property. There is good development and then there is overdevelopment. Any string of townhomes or retail shops is overdevelopment and only useful to developers. Any change of zoning is not friendly neighborhood commerce. Refuse to change the zone.

Respectfully,

Margaret (winkie) Rhea

Cynthia Cannon

From: Gregg Harding
Sent: Thursday, June 3, 2021 4:02 PM
To: Cynthia Cannon
Subject: RE: [EXTERNAL] CONCERNS REGARDING BECK PARTNERS' APPLICATION REQUEST REGARDING THE REZONING AND USE OF 1301 N. PALAFOX STREET, PENSACOLA, FL 32501

Cynthia,

Mr. Brown just called me to make sure his comments are added to the packet. Thanks!

Gregg Harding, RPA

Historic Preservation Planner

Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435.1676

gharding@cityofpensacola.com



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From: m brown <pegasus53a@yahoo.com>
Sent: Tuesday, June 1, 2021 11:42 PM
To: Cynthia Cannon <CCannon@cityofpensacola.com>
Cc: Gregg Harding <GHarding@cityofpensacola.com>
Subject: [EXTERNAL] CONCERNS REGARDING BECK PARTNERS' APPLICATION REQUEST REGARDING THE REZONING AND USE OF 1301 N. PALAFOX STREET, PENSACOLA, FL 32501

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

DATE: JUNE 1, 2021

TO: Cynthia Cannon, AICP, Assistant Director, City of Pensacola, Planning Services, 222 W. Main Street, Pensacola, FL 32502

FROM: Major Michael R. Brown Jr. U.S.M.C. (Ret.), 109 W. Blount Street, Pensacola, FL 32501

SUBJECT: BECK PARTNERS' APPLICATION REQUEST REGARDING THE REZONING AND USE OF 1301 N. PALAFOX STREET, PENSACOLA, FL 32501

Truly a pleasure, to correspond with you today Ma'am, as I was guided by Mr. Gegg Harding to submit any concerns regarding the request to administer a potential zoning change(s), to the P.K. Yonge property, located at 1301 N Palafox Street, Pensacola, Florida.

I truly appreciate your time, in helping me with my concerns, regarding the upcoming June 8th, City Zoning Board Meeting. Please note, upfront, that I am not against the restoring, refurbishment, or improvement of the property.

My concerns are primarily that of the excessive volume of proposed residential and commercial properties, combined = 50 total (40 apartments and 10 townhomes); which would attract 130 plus vehicles that would clobber our neighborhood '24/7'. It is noted that FDLE on an average day may have 30 +/- vehicles there from 8 am to 5 pm: and I illustrate the following to help you and all members better understand our situation: It is truly bad enough that the residents of W. Blount Street of all ages, elderly and children alike, risk their lives every day trying to walk across W. Blount Street to go to their cars, let alone get out of their vehicles, keep in mind, the area of what I speak is 1 block north of the PK Yonge Building. This street has no speed bumps or permanent electronic/digital speed limit signage that reveals the speed limit and the speed of transiting automobiles. Traffic calming and attempts to thwart the speeders on W. Blount is an epic failure, and to add another 130 plus vehicles into the mix would be a complete disaster. Too often do the residents receive an unwanted adrenaline rush caused by nearby speeding vehicles!

My intent is to ensure that we limit any and all high volume residential build projects and parking issues that would turn a wonderful historic neighborhood into a high density overcrowded place, as found in larger cities.

Recently the Pensacola News Journal had an article speaking of "luxury apartments," which Mr. Beck denied to the participants on a Zoom Meeting in May 2021. The 'Zoom Meeting' had some NHPA personnel and very few residents from the area. It really had the appearance that what we were presented by Mr. Beck, the developer, and the NHPA is what was going to happen, no matter what, and that they had little time for questions and answers. The short notice email invite stated that "upscale" apartments would be built. The developer stated that they would be nice but eluded to no historic standard or level of elegance luxury nor upscale. He was unsure to say how many, and when pressed and given the opportunity to provide a range, he stated 20-40 apartments; that and with the added 10 row-homes to N. Baylen Street to the mix makes for high density and overcrowding and a public safety concern. He definitely was clear about his intent to offer all of the property to other buyers/developers and it is being advertised as such now. Not really sure if there is a historic preservation intent when one speaks of 'flipping' property to other buyers/developers. Another contention was how the developer was going to close on a property, that wasn't even zoned to his liking and provide a 'quick' Zoom Meeting, the day before the purchase. A review of this Zoom

Meeting is recommended. I must admit the developer was very respectful and a very kind gentleman but had clear intentions towards his investment.

My request is to ensure that we don't rezone this property, Block 163, at all, which if it became PC-1 will have 130 + people and 130 + vehicles in and around it, at all times. I must emphasize upfront that the PR-1AAA be retained as it is now and ad infinitum.

Please know that I did access the link on the City's website, to the calendar which contains the Agenda Packet for June 8th.

I wanted to inform you that there are issues regarding Agenda Packet page numbers 33, 34, 35 and 36.

Page 34 appears to be incongruous on several matters with regards to Agenda Packet Pages 33, 35 and 36:

1) Agenda Packet Page 34 speaks of Block 63, when the others address and regard Block 163; which makes one ponder of the etymology of drafting lots over what was once a straight forward empty block with no lots and how the property arrived at its current survey status.

2) Agenda Packet Page 34 is seriously flawed and conflicts with Agenda Packet Page 36 regarding what actually is PC-1 versus PR-1AAA, wherein the coloring is very very misleading, as it only indicates lots 1-10 as PR-1AAA, as shaded in light blue. When in fact that 1.5 acres is actually grandfathered in as PR-1AAA and only 1.2769 acres are zoned as PC-1; the artist seemed to include lots 11, 12, 13, 28, 29 and 30 into their PC-1 pinkish-orange coloring schematic, which is incorrect and is actually PR-1AAA. Left unnoticed, this could inappropriately mislead and influence the board into a wrong decision, as revealed here as a statement of fact, there is more of the property zoned PR-1AAA than that of PC-1, and that PR-1AAA as explained further has a larger stake in the future of this Historic Property.

Regarding Historic Preservation, the rationale to have PR-1AAA property changed to be zoned as same to a PC-1 scenario would violate Pensacola's Historic Preservation Standards and be seen as a defilement of the historical precedence set forth by ensuring that the City help its citizens ensure the prevention of commercial encroachment, to the interior of one of Our Nation's largest Historical Preservation Districts, North Hill.

There is significant evidence to the previous with nearly all of the blocks along the west side of N. Palafox, that are in the North Hill Preservation District, and even further north, along the North Hill Perimeter, that the blocks are basically one-half PC-1 on the N. Palafox side and PR-1AAA along the

N. Baylen side. This also the scenario all over towns and throughout cities across America and especially with Historic Districts.

These half-block commercial areas act as a cushion to the residential areas, with half residential before followed by whole blocks of residential areas towards the interior. It is very obvious, that the earlier city planners built this in, to protect the neighborhood and neighborhoods throughout the city. It is visibly noticed either walking or driving the neighborhood, and it is evident as seen on Google Maps.

Another concern is the developer's intent to have ten homes, actually, ten 25' to 30' wide 'row-homes', with a five-foot setback. This would literally destroy the integrity of our neighborhood. What was done on the south side of Cervantes in the area known as the 'Court of North Hill' may work there; however, it is not enduring nor historic, and the traffic and parking there is rather hideous.

The other townhomes or row-homes, in the area of North Hill, at the northern intersection of W. Cervantes and N. Baylen are turning into high-density overcrowded living space with little regard to historic preservation standards. The idea of putting multiple townhomes or row-homes in areas that satiate the greed of tax collectors, is not Historic Preservation, yet rather the destruction of what was truly foreseen in the original plans. Focusing on potential PC-1 areas along N. Palafox and respecting PR-1AAA have huge potential tax earnings for the city with diligent, strategic and selective planning.

PR-1AAA as it is defined now, must be retained with its 75' frontage and 30' set-backs.

By retaining PR-1AAA along 1300 Block of N. Baylen Street, will allow for some great construction of approximately 4 homes total along the western 1,5 acres (the N. Baylen side of the road), with two addresses on N. Baylen, one address on W. Lee and one address on W. Lloyd. This approach would be in line with Historic Preservation at its finest.

Therefore, we must all object, 100%, to the developer's application request for rezoning for any additional PC-1 Zoning and his proposal of placing 5 to 10 homes along the 1300 block of N. Baylen Street, in a nationally recognized historic neighborhood.

I truly hope that these items will be considered, and discussed at the upcoming planning board meeting.

I respectfully request that the planning board reconsider any sort of approval that would destroy our Historic Neighborhood and vote 'no' to the rezoning application request to extent PC-1, and to ensure the aforementioned concerns are appropriately resolved, in accord to the highest standards set forth in Historical Preservation Guidelines and to preserve the western 1.5 acres of Block 163 as PR-1AAA.

Respectfully Submitted and Best Regards,

Michael R. Brown Jr.

Major USMC (Ret.)

850-449-4601

Cynthia Cannon

From: m brown <pegasus53a@yahoo.com>
Sent: Thursday, June 3, 2021 12:06 PM
To: Planning Questions
Subject: [EXTERNAL] City Planning Board Meeting June 8, 2021

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Team,

1) Are petitions allowed to be presented to the Board at the meeting; as we have a large number of people signing it and still are unaware of what the issues are that we are petitioning?

And

2) Is there an ability to present a PowerPoint and have the ability to access the Agenda Packet visibly?

Thank you,
Mike Brown
Major USMC (Ret.)

[Sent from Yahoo Mail on Android](#)

June 1, 2021

Dear NHPA President, Suzi Emerson,

We need your support and help to save our homes from encroachment by the new owners of 1301 N Palafox Street.

Many North Hill residents are petitioning the Planning Board of the City of Pensacola to defeat the proposal to change PR-1AAA (residential) to PC-1 (commercial) on the Baylen Street side of the property.

If the zoning from residential to commercial (PR-1AAA to PC-1) is approved, it will signal that the City of Pensacola and the North Hill Preservation Board disregard the intent, nature, and scope of historic preservation which the North Hill Preservation District and community members have consistently maintained since 1972.

Will you please sign the petition, and, please write your support to defeat the proposal, directly to the City of Pensacola Planning Board (ccannon@cityofpensacola.com)?

Sincerely, with our Thanks,

Devin and Daniela Beckwith	1421 North Baylen Street
Mike and Jo Elizabeth Brown	109 West Blount Street
Jennifer Coveny	1515 North A Street
Jo Anne Glesser	20 West Lee Street
Meagan Glesser	400 West Blount Street
Tom Glesser	116 West Blount Street
Susie Ham	17 West Lee Street
Carol Ann Marshall	1313 North Baylen Street
Camelot Marshall	1313 North Baylen Street
Harry and Carol Swinford	1401 North Baylen Street

Neighbors
North Hill Preservation District
Pensacola, Florida

Cynthia Cannon

From: President, North Hill Preservation Association, Inc. <president@historicnorthhill.com>
Sent: Monday, June 7, 2021 3:30 AM
To: Cynthia Cannon
Cc: Leslie Statler
Subject: [EXTERNAL] Rezoning of 1301 North Palafox Street - North Hill Preservation District
Attachments: PK_Yonge_Redevelopment_Existing_Home_Lot_Sizes_NH.pptx;
Deed_restriction_commitment.pdf

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear City of Pensacola Planning Board Members,

The North Hill Preservation Association, Inc. Board of Directors met on June 5th, and at this time, we cannot support the rezoning request for 1301 North Palafox Street.

We have been meeting with Justin Beck and his organization since March 31st about the redevelopment of the P.K. Yonge school property. He has heard the history of the zoning of the property when the school closed, and the block was changed from PR-1AAA zoning to a split zone of PC-1 and PR-1AAA. He learned that this change occurred so that the school building could be converted to office use, but the neighborhood would have protection on the interior from future commercial encroachment. If you review our zoning map, you will see that we have Commercial zoning along the main corridors of Cervantes and Palafox Streets, but that the interior of our neighborhood is zoned PR-1AAA, and PR-2 for residential uses. Upon learning the history of the zoning and the desires of the adjacent residents to prohibit commercial encroachment, the applicant, and members of the NHPA Board of Directors met with the City's Planning Department on June 3rd to review options for variances to the City's minimum lot size, and lot width. We have many homes built on smaller lots than 9,000 sf as evidenced by the attached PowerPoint. City Planners shared that they were unable to use variances to achieve the applicant's goal. Unfortunately, because the City had established a 9,000 square foot minimum lot size for PR1-AAA and PR-2 residential zoning districts, the only way the applicant can build five homes on this site would be for it to be rezoned to PC-1, which does not have minimum lot size for residential homes. Additionally, they clarified that they were the ones who felt that the rezoning route was the only way to achieve the applicant's desire to develop the Baylen Street side of the parcel into single-family homesites.

The applicant has proposed a compromise that would ensure no commercial encroachment into the neighborhood. The applicant has submitted a letter of intent to begin working on creating a five-lot residential plat with perpetual deed restrictions that would prohibit any commercial uses for the Baylen Street side of the property where the five new residential homes are planned.

We appreciate the applicant's willingness to meet and hear from the neighborhood during our May 13th Town Hall Meeting on the project to hear our concerns and develop a compromise. We continue to encourage all residents to share their individual input with the Planning Board and the City Council.

In conclusion, if the Applicant has the deed restrictions on the five proposed residential lots in place by either of the two City Council Public Hearings, we will then offer North Hill Preservation Association, Inc.'s support, as the use of the Baylen Street PR-1AAA exterior parcels will be restricted IN PERPETUITY to residential use despite being zoned PC-1.

On Behalf of the Board of Directors,

Susan Emerson, President
North Hill Preservation Association, Inc.

P.O. 12451

Pensacola, FL 32591
president@historicnorthhill.com

1301 N. PALAFOX, LLC

125 W. Romana St Suite 800 | 850-477-7044

June 5, 2021

Suzi Emerson, President
North Hill Preservation Association, Inc.
P.O. Box 1251
Pensacola, FL 32591

**Dear Suzi Emerson, President
North Hill Preservation Association, Inc.**

As manager of 1301 N. Palafox, LLC I would like to thank you and the board of directors for your work on this project thus far, and I believe our project will be better and more successful because of it.

While it has never been our intention to have any use other than residential in the current PR-1AAA area, we understand that the brevity of the rezoning application created serious concerns about our intentions. Furthermore, with additional review, and feedback, we believe a maximum of ten residential lots (which was initially planned) would not be congruent with the existing neighborhood.

Pursuant to the board meeting which took place on June 2nd, we agree to limit the number of residential lots on Baylen Street to five. These lots will be no less than 60' in width, and all would have rear entry vehicular access via a shared drive with the current PK Yonge building. Further, we agree to record a perpetual deed restriction that prohibits any commercial uses along Baylen St and the area currently zoned PR-1AAA.

As we learned on a conference call with City Staff on June 3rd a variance for changes is not possible, and given the current zoning districts in available in North Hill, a rezoning to PC-1 is the only zoning district that would allow a 60' wide residential lot. If the board is in support of this approach, we would immediately begin work on creating a five-lot residential plat with

above stated deed restrictions, which of course would require additional approvals from the City through the normal development process.

We graciously ask for your support for the approval of our rezoning application contingent upon of the above stated assurances.

Sincerely,

A handwritten signature in blue ink, appearing to read "John A. Bork". The signature is stylized with a large "J" and a circular flourish around the "B".

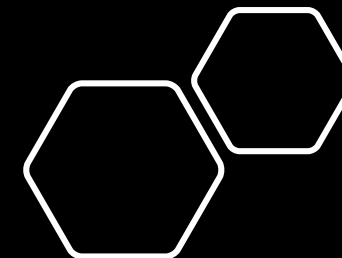
1301 N. Palafox, LLC

**cc: John Trawick
Cynthia Cannon
Stacy Taylor
Melania Nichols**

The following are images of single-family homes within North Hill which would not have been allowed to be built with the City's current restrictions for Minimum Lot Area for residential uses *
A minimum lot width is now 75 feet and a minimum lot area/size of 9,000 for single-family homes.

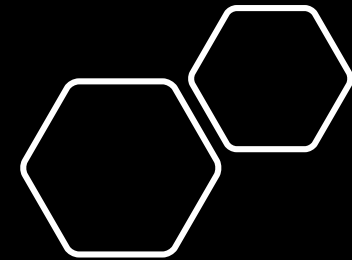
*These are just some of what we have had time to document and will suffice as an example.

*Newer construction was required to go through City Boards and City Council for approval to rebuild where an historic home was destroyed because lots no longer met minimum lot size.



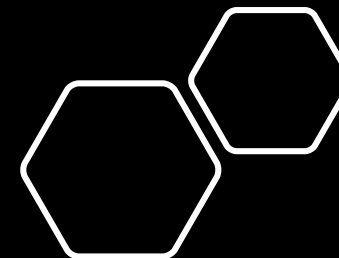
225 West DeSoto

Lot Size: 6,000 feet
Lot Width: 50 feet



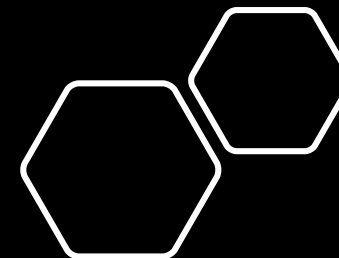
315 West DeSoto

Lot Size: 5,250 sf
Lot Width: 35 feet



317 West DeSoto

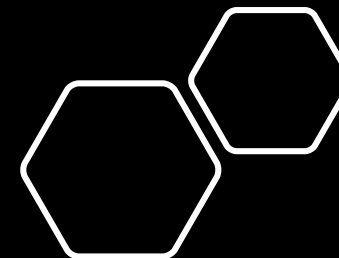
Lot Size: 7,950 sf
Lot Width: 53 feet



319 West DeSoto

Lot Size: 7,950

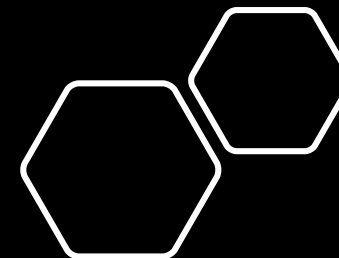
Lot Width: 53 feet



321 West DeSoto

Lot Size: 8,100

Lot Width: 54 feet



411 West DeSoto

Lot Size: 7,025 sf
Lot Width: 61.4 wide

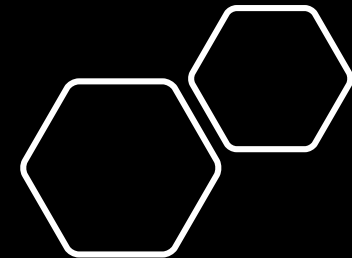
Built in 2003



1010 North Reus

Lot Size: 6,600

Lot Width: 60 feet

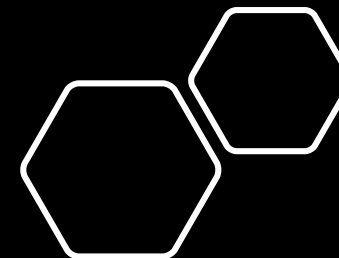


1008 North Reus

Lot Size: 8,250

Lot Width: 75 feet

05.04.2018 12



1000 North Reus

Lot Size: 8,250

Lot Width: 75 feet



301 West Gonzalez

Lot Size: 7,500

Lot Width: 60



418 West Gonzalez

Lot Size: 5,244

Lot Width: 43.7



420 West Gonzalez

Lot Size: 4,956

Lot Width: 41.3



424 West Gonzalez

Lot Size: 4,800

Lot Width: 40



905 North Reus

Lot Size: 7,500

Lot Width: 60 feet



907 North Reus

Lot Size: 7,500

Lot Width: 60 feet



900 North DeVilliers

Lot Size: 3,750

Lot Width: 30 feet

Year Built: 1918

Cynthia Cannon

From: Tom Glessner <glessdog@yahoo.com>
Sent: Monday, June 7, 2021 10:44 AM
To: Cynthia Cannon
Subject: [EXTERNAL] PK Yonge Zoning Change Request

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Dear Planning Board:

We want you to know that 163, the PK Yonge building, is under the agreement PR1AAA under the agreement, in order to provide residential houses. That with his plans to build will be very damaging to the

Cynthia Cannon

From: Tom Glessner <glessdog@yahoo.com>
Sent: Monday, June 7, 2021 12:00 PM
To: Cynthia Cannon
Subject: [EXTERNAL] PK Yonge Zoning Change Request-RESEND due to poor transmission

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

June 3rd, 2021

Dear Pensacola Planning Board:

I am opposed to the rezoning request for PK Yonge school, 1301 North Palafox. The back third of the school area was zoned PR1 AAA many years ago to protect the residential nature of the surrounding blocks from the encroachment of commercial ventures.

While the builder told us he was carving out 10 lots to sell (I'm guessing to finance the renovations of the 40 apartments he is planning on putting into the school building), on his application for zoning change, he only states he wants that area rezoned. That would allow for tattoo parlors , barbershops, day care centers, offices and a variety of other uses short of industrial. This intrudes into the surrounding PR1 AAA zoning of the surrounding areas.

I've been in North Hill since 1979 when the area was dangerous and we had to sleep with one eye open because the break-ins were regular- to current day where the neighborhood is restored and well maintained and residential in nature.

The addition of 40 units and the rezoning of the back area would be an "open sesame" to much more traffic and commercial penetration in an area where children can safely ride their bikes and people can still in the evening without worrying about constant traffic.

In addition, the zoning change would go against the Federal historic guidelines about infill construction. When I researched it and it said new construction should be similar in size, density, setbacks and spacing and green area. It also said new construction should not negatively impact traffic flow or patterns.

We have always had to live under very restrictive guidelines in North Hill, because, unlike the East Hill district, the North Hill district is on the National Register and must abide by those guidelines. We have learned to live with these restrictions because we value the core neighborhoods attempt to safeguard these beautiful historic treasures. Our streets are already stressed with current residents because they are so old and narrow. The addition of any commercial zoning would over stress them and cause chaos.

In summary, the current zoning PR1 AAA allows for 4 houses to be constructed on that land and that blends well with the current density of surrounding streets, well, a little on the high end, but still within range. That allows for setbacks and size compatibility with surrounding houses for many blocks in all directions.

The plan to add up to 40 apartment in one small block is already extremely increased density and traffic, but the addition of commercial space on the Baylen Street side is just over the top.

I personally know Carol Ann Marshall (and knew her husband Dr. Marshall) and they were Instrumental years ago in insuring that buffer of PR1 AAA remained. She was on the school board at the time it was sold for the first time and knows all the intent behind the zoning. I understand she will speak at the Planning Board meeting next week. She is a goldmine of information on this topic.

Please consider our position in your decision making. We all have worked hard to make North Hill the showcase it is in representing Pensacola history.

Respectfully Submitted,

Thomas H Glessner

116 West Blount Street
Pensacola, FL 32501
(850)-384-8364

Dear Planning Board:

We want you to know that we are in opposition to the rezoning of the entire back half of block 163, the PK Yonge building, from pr1aaa to pc1. We understand that this would always be PR1AAA under the agreement forged by the school board for the sale of the property years ago, in order to provide a residential buffer between commercial and historic preservation residential houses. The current zoning allows the developer to build 4 houses and coupled with his plans to build 40 apartments in the school, we feel rezoning is not necessary and will be very damaging to the residents of North Hill.

Thanks,

Cynthia Redeker
(850) 485-0001

D. J. Searle, III
(850) 485-0002

909 N BARCELONA ST
PENSACOLA, FL

Amy Hargett

From: Cynthia Cannon
Sent: Monday, June 07, 2021 1:29 PM
To: Amy Hargett
Subject: FW: [EXTERNAL] PK Yonge Zoning Change Request

Cynthia Cannon, AICP

Assistant Planning Director

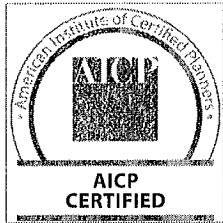
Visit us at <http://cityofpensacola.com>

222 W Main St.

Pensacola, FL 32502

Office: 850.435-1670

ccannon@cityofpensacola.com



Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by

From: Tom Glesser <glessdog@yahoo.com>
Sent: Monday, June 7, 2021 11:38 AM
To: Cynthia Cannon <CCannon@cityofpensacola.com>
Subject: [EXTERNAL] PK Yonge Zoning Change Request


THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

Cindy Redeker
909 N Barcelona St
Pensacola, FL 32501
(850)-485-0001

Dear Planning Board:

We want you to know that we are in opposition to the rezoning of the entire back half of block 163, the PK Yonge building, from pr1aaa to pc1. We understand that this would always be PR1AAA under the agreement forged by the school board for the sale of the property years ago, in order to provide a residential buffer between commercial and historic preservation residential houses. The current zoning allows the developer to build 4 houses and coupled with his plans to build 40 apartments in the school, we feel rezoning is not necessary and will be very damaging to the residents of North Hill.

Thanks,


850-444-8888


Dear Planning Board:

We want you to know that we are in opposition to the rezoning of the entire back half of block 163, the PK Yonge building, from pr1aaa to pc1. We understand that this would always be PR1AAA under the agreement forged by the school board for the sale of the property years ago, in order to provide a residential buffer between commercial and historic preservation residential houses. The current zoning allows the developer to build 4 houses and coupled with his plans to build 40 apartments in the school, we feel rezoning is not necessary and will be very damaging to the residents of North Hill.

Thanks,


Suzanne Ham

850-438-7465


Walter B. Lagergren Jr.
WALTER B. LAGERGREN JR.

850-438-7465

Dear Planning Board:

We want you to know that we are in opposition to the rezoning of the entire back half of block 163, the PK Yonge building, from pr1aaa to pc1. We understand that this would always be PR1AAA under the agreement forged by the school board for the sale of the property years ago, in order to provide a residential buffer between commercial and historic preservation residential houses. The current zoning allows the developer to build 4 houses and coupled with his plans to build 40 apartments in the school, we feel rezoning is not necessary and will be very damaging to the residents of North Hill.

Thanks,

Justin Baker
7468 Briarwood St. P.O. Box 32506
850-375-2956

Dear Planning Board:

We want you to know that we are in opposition to the rezoning of the entire back half of block 163, the PK Yonge building, from pr1aaa to pc1. We understand that this would always be PR1AAA under the agreement forged by the school board for the sale of the property years ago, in order to provide a residential buffer between commercial and historic preservation residential houses. The current zoning allows the developer to build 4 houses and coupled with his plans to build 40 apartments in the school, we feel rezoning is not necessary and will be very damaging to the residents of North Hill.

Thanks,

Ed. Hamer
850-390-1250
#1 West Lloyd

DATE: JUNE 8, 2021

TO: City Planning Board, City of Pensacola, Planning Services, 222 W. Main Street, Pensacola, FL 32502

FROM: Michael R. Brown Jr. and Jo Elizabeth Brown, 109 W. Blount Street, Pensacola FL 32501

SUBJECT: CONCERNS REGARDING THE REZONING AND USE OF 1301 N. PALAFOX STREET, PENSACOLA, FL 32501

Good afternoon (or evening,) my name is Major Michael R. Brown Jr. United States Marine Corps (Ret.) and my wife is Jo Elizabeth Brown. We reside within the 500 foot radius of 1301 N. Palafox Street, block 163, Pensacola, Florida 32501 a.k.a. P.K. Yonge School Property. My family and I invested in a home at 109 W. Blount, one block and around the corner, from the historic PK Yonge School property.

As you know, North Hill, is a nationally recognized historic neighborhood. There are many reasons that an individual or a family chooses North Hill. My wife and I chose North Hill 17 years ago, out of a handful of other historic neighborhoods, across the United States. The reason, that we chose historic North Hill, was not just for the multitude of various architecture of the homes, or the unparalleled craftsmanship, but also for the ordinances, that were set forth to protect this national treasure, from commercial encroachment.

As we all know, Pensacola is booming with new residential and commercial growth, within the city and throughout Escambia County. North Palafox Street, which borders historic North Hill, is a logical and likely direction for continued growth of our beautiful downtown. Along N. Palafox Street, which is the gateway to downtown Pensacola, residents would love, welcome and encourage cafes, boutiques, shops and other commercial businesses development.

We remain committed in stating that we have not wavered with our opposition to the rezoning application. We also want to make it known that we are not represented by any neighborhood board, group, individual or individuals; however, we do stand in solidarity with over 170 plus North Hill neighbors and fellow Pensacolians, petitioning against the rezoning request, or any future changes to the PR-1AAA. We oppose any changes to the property zoning listed at, 1301 N. Palafox Street, Block 163, the historic PK Yonge School Property. It is our desire to retain the PR-1 AAA zoning boundaries as they currently stand today; with no other provisions made to create future sub-divisions, etc.

Discrepancies in the Request for Application are evident in the Agenda Packet posted on-line after the sale of 1301 N. Palafox, block 163. It is noted that the property was zoned PC-1 on the Palafox side, 1.2769 acres on the eastern side; and PR-1AAA, was zoned on the 1.5 acres facing N. Baylen, on the western side of the property, which is the residential side of the block 163, the historic P.K. Yonge property.

Under PR-1AAA, home construction would need to follow the PR-1AAA zoning ordinance as is, with proper setbacks and strict guidelines and with no variances. This allows cohesion and consistency within our nationally recognized historic neighborhood. With that said, Page 34 is seriously flawed and conflicts with Agenda Packet page 36. The two schematics in the zoning

request, regarding what actually is PC-1 versus PR-1AAA, wherein the coloring or highlighted area, is very misleading. It only indicates solely lots, 1-10 as PR-1AAA, as shaded in light blue. Left unnoticed, this could inappropriately mislead and potentially influence the board into a wrong decision and false thinking that the majority is PC-1, which in fact, it is not.

It is certainly evident that more of the property is zoned PR-1AAA than PC-1. We should retain the half block cushion, as this is evident throughout the neighborhood and outside of North Hill, as well. North Hill residents within the 500' feet perimeter of the PK Yonge property, and many other North Hill residents, outside of the 500' foot perimeter are concerned. After review of the outcome of the North Hill Preservation Association meeting, with city planners and Beck partners; the NHPA email dated 6-3-21, at 7:53 pm, it appears that the NHPA acted and spoke autonomously, about a '5 house compromise.' Unbeknownst to us, they did this without contacting anyone from within the 500' foot perimeter, previous to their meeting. It appears that they tried to use our letters to this Board against us regarding PR-1AAA.

We appreciate and are very grateful, for the earlier city planners, and for those still today, along with North Hill residents, who continue to have the foresight and desire to protect our historic neighborhood. We are here today, like those before us, to protect North Hill; specifically, the residential side of 1300 N. Baylen Street, and to retain it as PR-1AAA. We stand against any commercial intrusion or encroachment.

I, Michael R. Brown Jr., and my wife, Jo Elizabeth Brown respectfully request, that the City of Pensacola's Planning Board, understand that we along with 170 plus petitioners, and many North Hill residents, who could not make this meeting today, request your vote in opposition, to the Beck Partners rezoning application request, regarding, 1301 N. Palafox Street, Block 163, the historic PK Yonge property, in becoming PC-1.

If PC-1 is approved, it would set a negative precedent for future commercial encroachment in residential neighborhoods, in North Hill and elsewhere in our city.

We simply ask that you, our City Planning Board, of our beautiful historic Pensacola, to please retain the historic beauty, fabric and integrity of our residential, North Hill neighborhood.

Respectfully Submitted,

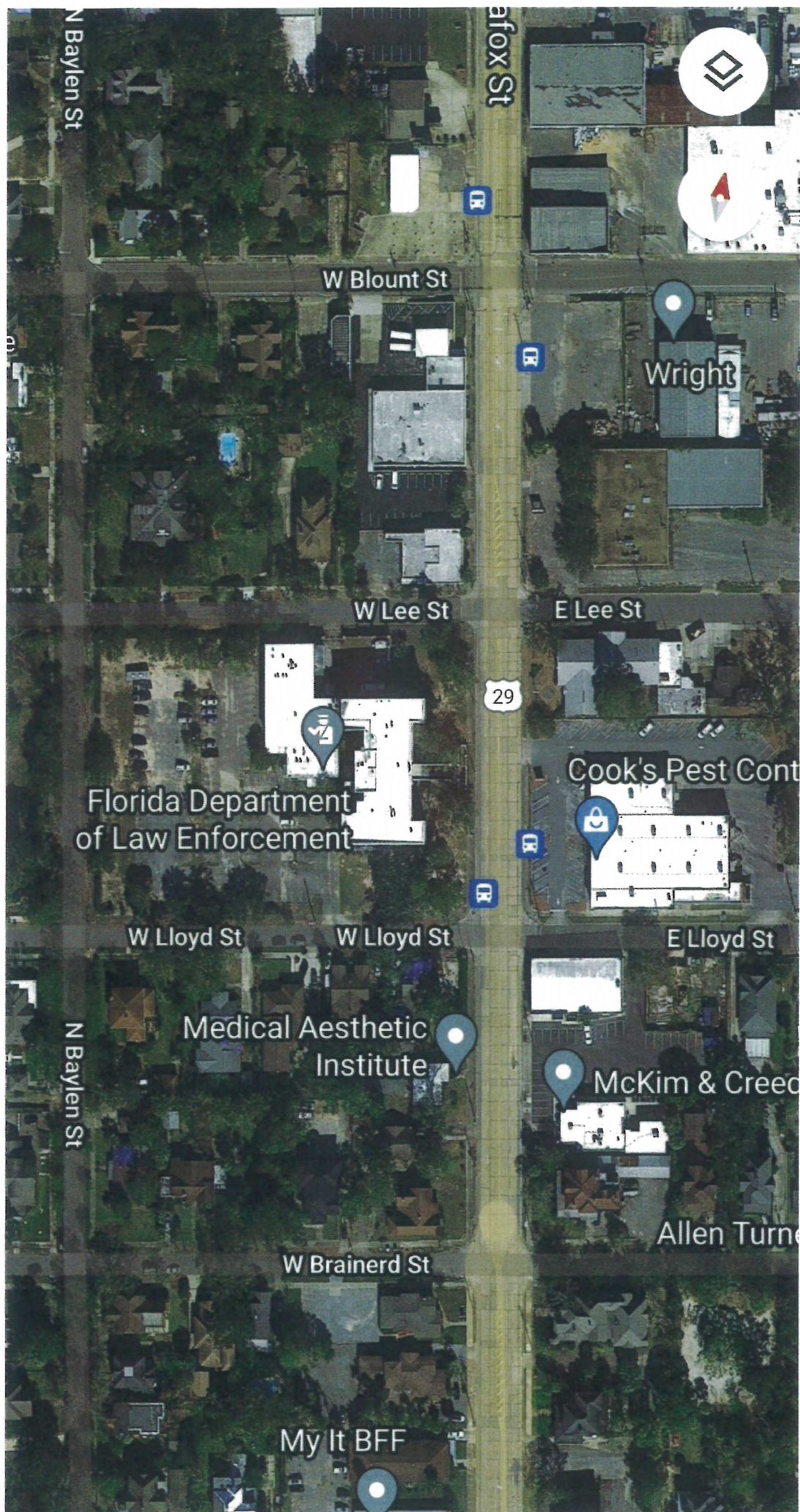


Michael R. Brown Jr.

Major U.S.M.C. (Ret.)



Jo Elizabeth Brown



Good afternoon,

I am Dr. Jo Anne Glessner. I live at 20 West Lee Street, right on the PK Yonge schoolyard. I have been a resident of North Hill since 1975 and my husband and I have lived in and remodeled over 20 houses, so we are really familiar with PR1AAA zoning guidelines.

In the 1970s, Earl Bowden asked me, because of my research background, to join a team to give seminars on Historic Preservation Guidelines to different groups both private and public in the Panhandle area. Historic Preservation was a relatively new concept at the time. Mr. Bowden was a champion of historic preservation and safeguarding its precepts from external erosion. He was instrumental, along with others, in bringing North Hill to life.

He had a favorite theme he called "first to worst"....explaining that the first attacks on preserving historic guidelines in National Historic Preservation districts were the deterioration of inner cities. Explaining that deterioration infused an attitude of non-enforcement in historic districts because of other issues like crime and abandoned storefronts in downtown areas. This was the stage of North Hill in the 1970s-boarded up houses and recurrent crime. We slept with one eye open.

The second part of Mr. Bowden's thesis, he called "the Worst". He said that threat to maintaining the federal guidelines to protect preservation districts would emerge when accelerated growth of the downtown areas pushed cities into trying to nibble away from the outside edges of historic preservation districts in order to provide housing during a heated up growth spurt in these towns. We didn't think much of this portion of his warning in the 1970s-but it is on us now.

PK Yonge school, back when it transitioned from a school to commercial use, was lauded as a great compromise. The historic building was saved and put into reuse and a PR1AAA buffer was kept in place to protect the residential portion of North Hill proper. A variance was given to allow cars to park on the PR1AAA side and the back portion could have been sold as 4 homesites. Everyone who invested in the residential properties in this 3 block area surrounding the school was assured the buffer was ironclad and would provide security and quiet enjoyment of our homes.

All of the properties adjoining the school were PR1AAA and as such, we were required to conform to the cardinal guidelines of the Sec. of the Interior related to historic preservation. Over the years, many times it put both a financial burden as well as a limitations on use burden on all of the homeowners based on PR1AAA zoning, but we felt the district was worth protecting.

Before I address the guidelines that rezoning will destroy, I would like to correct some misperceptions in the developers application. This is a drawing that they submitted leading us to believe that almost the entirety of the block was already zoned PC1 and only the narrow strip along Baylen was the rezoning area in question. Looking at the actual survey of block 163, the PK Yonge site, we see that greater than 50% of the block is zoned PR1AAA. Less than 50% is zoned PC1.

The Sec of the Interior's guidelines list distinct items that should be applied to new construction or infill. These key items to be applied to any new construction within a nationally recognized historic district include, whether residential or commercial:

1. Uniform setbacks: creates a street wall that is essential to preserve the character of the historic district. New construction should respect the street line of the existing neighbors.

PC1 zoning change would remove this restriction and allow building with no setbacks, unlike anything on the surrounding blocks in North Hill.

2. Floor/Area ratio: dividing the sq footage of structure by the square footage of the lot to keep proportions of surrounding structures in balance with new construction.

This will be lost with PC1 zoning.

3. Alignment, rhythm and spacing. Effect that new construction will have on the existing block patterns- greenspace, width and side and backyard setbacks relative to adjoining blocks design

PC1 zoning will remove this guideline.

4. Density- as you can see by this map of the North Hill district, there is very low density in the entire area. 3-4 houses or less is the norm. On the blocks surrounding the school we only have 2 residential homes on Lee St., 2 on Baylen and 3 on LLOYD street.

Rezoning to PC1 will lose control over the density of this space. It's current PR1AAA allows 4 homes to be built, which is in keeping with the surrounding streetscape density.

5. Height and width: as with the other new construction guidelines in historic districts, this one will also be removed with rezoning.

In summary, all of the guidelines put in place by the Sec of Interior to protect historic preservation districts from encroachment of inappropriate structures, will be totally eliminated by the loss of PR1AAA zoning and the surrounding homes and their families will be adversely affected by density, setbacks and spacing issues that can never be corrected.

Unfortunately, PC1 zoning in Pensacola, as it is now written, does not offer historic guideline protections that other cities have built into their zoning codes. This is a shame because it forces us to try to preserve PR1AAA as our only option to protect the residential heart of North Hill from the loss of these protections that other cities have implemented.

The developer purchased this property knowing that more than half of it was zoned PR1AAA. The developer also stated he wanted to sell off the rear lots and he was not going to build there. The problem exists that instead of selling them off with historic guidelines on density, setbacks and spacing intact, he has stripped them to the barebones and is able to sell them under PC1 zoning permission.

The developers have ask for blanket PC1 rezoning without specifically, in contract or legally binding form, restricted the possible abuse of this PC1 zoning. Neighbors have no security that his promised development will happen in the one of the several versions he has offered for carving up and selling off the back lots. If something were to happen to the partnership after rezoning, a new owner could do just about anything to that block.

PC1 rezoning strips North Hill of any voice in the development of that land other than the ARB approving the architectural aspect of the planned structure.

Please don't allow this damage to the heart of our historic district. If PC1 zoning could be revised to preserve the National Historic guidelines for new construction, like many other cities have done, this zoning would become a better friend to the North Hill historic district.

Rezoning outside the Palafox business corridor opens up the spreading of this rezoning to proximate properties. We have PC1 zoning at the end of our block on Palafox. Would this open the way for others to rezone our houses to benefit from the extra land? Or is this just spot rezoning? We all will still be held to PR1AAA guidelines, yet 20 ft away across the street, our

neighbors are free of those restrictions. The developer will be given the right to strip them away before sale.

The developer has asked simply for PC1 rezoning, he is not legally bond to honor any verbal assurances he might have made about his intent. Once he achieves his goal of rezoning most of the block, he can do whatever he wants.

Preservation Commercial Zoning was originally designed to work with the Seville Historic District, commercial in nature, not designed to meld with the historic zoning of a strictly residential neighborhood like North Hill. We have almost no PC1 zoning.

Please say no to this rezoning under the current PC1 form. It damages our historic district on so many levels. It opens a Pandora's box . PR2 zoning would have been a better, less abrupt option or just leaving the existing zoning and selling off the current 4 lots.

As Earl Bowden explained: subdivisions normally have natural boundaries that protect them from encroachment by commercial or over building. Historic districts like North Hill, that developed in the inner city have none. They are fragile and very vulnerable to intrusions. The National Register and its guidelines provide the only shield for these historic landmarks....but it is up to the cities to safeguard that protection.

I beg you to help protect this valuable treasure in our town...

Thank you, Dr. JoAnne Glesser
20 West Lee
North Hill Preservation district

June 8, 2021

Good afternoon.

My name is Carol Swinford. My family and I live at 1401 North Baylen Street. We purchased our home in 1991, 30 years ago. Our home is located on the corner of Baylen and Lee and diagonal from Block 163, it is therefore within the 500-foot radius of this block. The North Hill Board did not contact us and we disagree with the board's decision.

In the late 1980's we moved to the neighborhood and lived on Strong Street. My husband had grown up in the neighborhood across the street from Hopkins Boarding House. He attended PK Yonge as a child along with his six brothers and sisters.

Once back in North Hill, we then decided that we wanted to make an investment in the neighborhood because of its historical nature. We were confident in the historical significance of this neighborhood and that it would be preserved and respected due to the approval by the City Council of the boundaries of the North Hill Preservation District in 1973 and in 1983 the neighborhood was added to the National Register of Historic Places.

When we purchased our home, we were aware that the PK Yonge building was vacant and had been for a number of years. We also understood that in the future the school could be redeveloped. My husband and I bought our home because the back portion of the PK Yonge block on Baylen Street from Lee to Lloyd Streets was zoned residential. We were confident that the borders and zoning of the North Hill Historical Preservation District would keep us safe from any danger of commercial encroachment.

We were shocked when we learned that the residential zoning was in jeopardy of becoming commercial. The current zoning PR-1AAA allows for four homes to be built on this block which is consistent with the neighborhood standards. We do not believe that the zoning change to commercial PC-1 will be beneficial to our historic neighborhood; in fact, we believe it will be detrimental to the neighborhood and its preservation.

My family would appreciate your consideration and protection by not allowing this residential zoning to become commercial.

Thank you for your time.

Please add this letter to the minutes for this hearing.



Carol Swinford
1401 N. Baylen Street
Pensacola, FL 32501

June 8, 2021

Good afternoon, Ladies and Gentlemen.

I am Carol Ann Marshall.

Thank you for permitting me to speak with you today about the property, 1301 North Palafox Street, Block 163.

In 1964 my family moved into our home at 1313 North Baylen Street, which directly faces the back of the former P.K. Yonge School property. This location provided a home, a school that our children could walk to, and a short distance to my husband's office.

I respectfully ask you to deny the requested zone change on Block 163 from PR1-AAA to PC-1.

Let me explain why:

There is history that most in the room may not know involving our current Preservation District. The idea for preservation did not begin with protection of beautiful historic homes in a safe neighborhood, but rather with our North Hill neighborhood's empty houses and damaged buildings, people fearing crime encroachment, a child picking up a loaded gun in his yard, a rape of an elderly lady, the illicit drug shop on Lloyd Street trafficked by the entire county. And yes, beautiful historic homes.

My late husband and I are among the founders of the North Hill Preservation District. As founders, our small group decided to attempt a correction of our declining neighborhood. We would protect the beauty of our residences and try to decrease crime. We canvassed the neighbors to ascertain concerns and needs to carefully design and diagram the Preservation District, as shown in this map.

In 1972, after the proposal was successfully defended to the City of Pensacola, our document for the North Hill Preservation District was approved as written, which includes Block 163 -- confirming PC-1 on the Palafox Street side and PR-1AAA on the Baylen Street side of the property.

Also, the document states that the exterior of buildings can no longer be changed unless reverting to their original construction and attributes. Today, we continue to abide by the current rules.

In the early years of the District, several residents requested rezoning of a home or business that could result in encroachment. We held firm to our District lines, and each time a similar planning committee made a recommendation to maintain the zoning, the City Council approved the recommendation. Through these 49 years, the City has continued that support, by providing variances which have allowed us to keep our chosen zones.

P.K. Yonge Elementary School was built in 1921 on Block 163. For many years, a fine education was provided to all who attended. In the late 1970's, I voted with the other members of the School Board of Escambia County to close P. K. Yonge School because of declining enrollment and other issues. Although the building was immediately offered, neither the City of Pensacola nor Escambia County were interested. In the early 1980's since no buyers had appeared, plans were underway to demolish the building.

1985. Enter a gentleman interested in the purchase, a law firm is involved, and the final purchase made by a Boston Firm, the immediate past owner. For 25 years, this building is being rented to the Florida Department of Law Enforcement (FDLE).

Instead of a zoning change to the property, a waiver was granted by the City of Pensacola to allow the required parking for the new use of the building. The Baylen Street side of the property remained PR-1AAA.

On the rezoning application form, submitted by the new owners of 1301 North Palafox (P.K. Yonge), it states that the reason for the requested rezoning is: "To have all property zoned in same district and to have compatible use across the property."

Please note that the current developed property is on the same block with "compatible use across the property."

We request that this rezoning application be denied, and the current zoning PR-1-AAA on the Baylen Street side of the property be retained.

To rezone the property as PC-1 is a short-sighted solution without giving pause to the long-term damage and vulnerability for adverse encroachment that the North Hill Preservation District will be subject to. Who's not to say a gas station or beauty parlor will not appear, when the new owners decide to sell the property along Baylen Street?

We like the zone restrictions, chosen in 1972 to protect ourselves from unpleasant encroachment and to protect the historic value and beauty of our homes. We have enjoyed this protected zoning for the past 49 years with constant support from the City of Pensacola leaders. These are the rules we chose to live by, and we invite all new neighbors to do just that: live by our current rules which **do allow** investment and development **without changing** zones. Zone change has never been necessary and **definitely not now.**

With pride and humility, I bring our petition to you. 172 neighbors say:

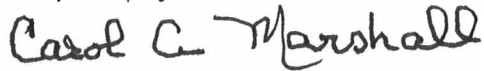
WHEREAS THE ZONING REQUEST TO CHANGE EXISTING PR-1AAA TO PC-1 IS STATED, "TO HAVE ALL PROPERTY ZONED IN SAME DISTRICT AND TO HAVE COMPATIBLE USE ACROSS THE PROPERTY," WE THE UNDERSIGNED DO HEREBY DECLARE OURSELVES IN OPPOSITION TO THE PROPOSED ZONING REQUEST CHANGING LOTS 1 THROUGH 13 AND 28, 29, 30, BLOCK 163, BELMONT TRACT, FROM PR-1AAA TO PC-1, AND, WE ASK THAT THE

**PROPOSAL BE DEFEATED BY THE PLANNING BOARD OF THE CITY OF
PENSACOLA.
THANK YOU.**

We may or may not agree with the new owners' projected plans, but we emphatically agree that whatever they design or sell MUST MATCH PR-1AAA on the Baylen Street side of the property.

Thank you very much for listening to my information and thoughts.

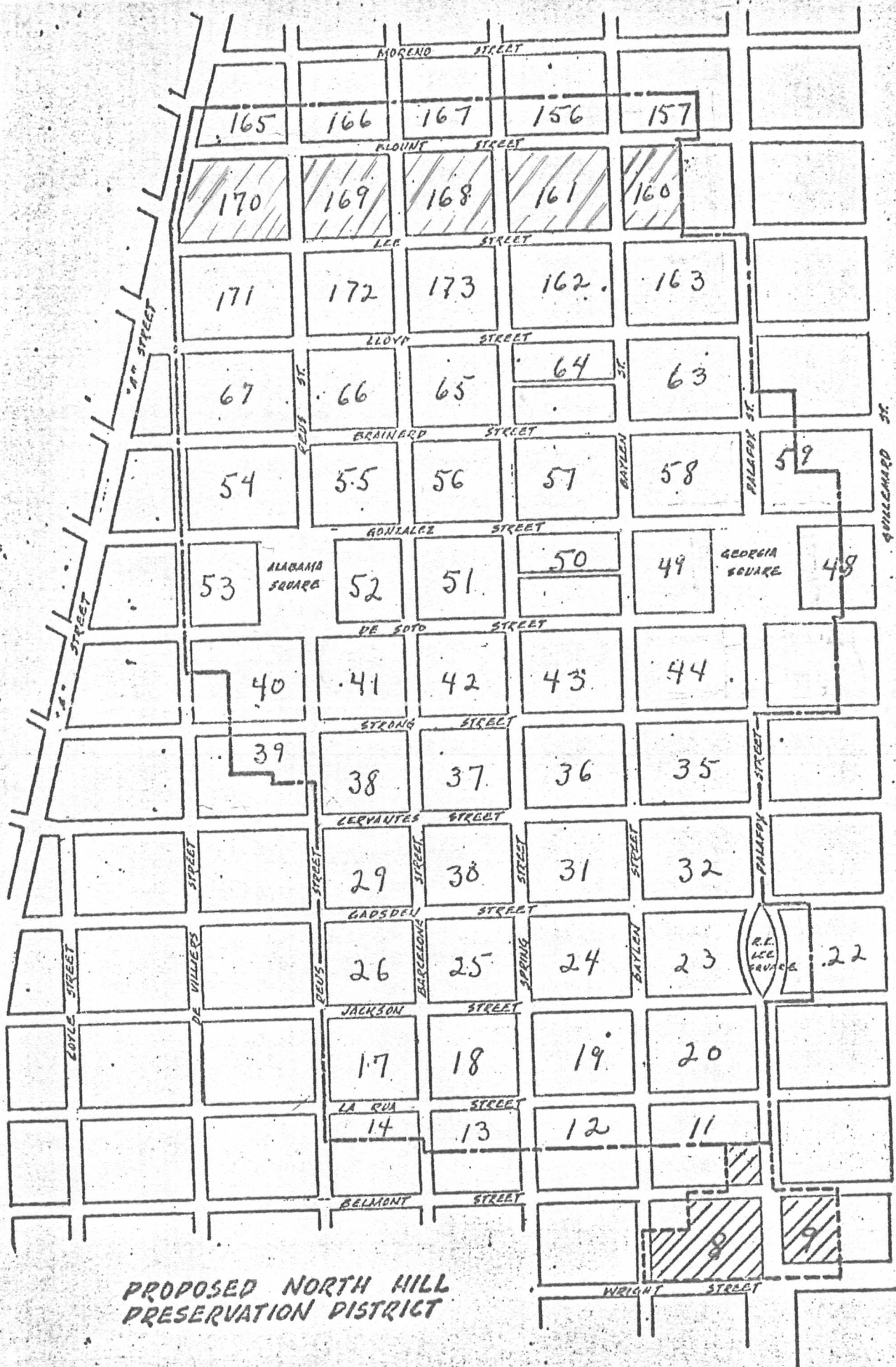
Respectfully,

A handwritten signature in black ink that reads "Carol C. Marshall". The signature is written in a cursive, flowing style.

Carol Ann Marshall

Please include my printed comments and attachments to the minutes of this Planning Board Meeting, June 8, 2021.

Thank you.





MINUTES OF THE PLANNING BOARD

June 8, 2021

MEMBERS PRESENT: Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Murphy, Board Member Powell, Board Member Sampson, Board Member Wiggins

MEMBERS ABSENT: None

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

STAFF VIRTUAL: Planning Director Morris

OTHERS PRESENT: Stephanie C. Wilhelm, Maggie Swinford, James L. Gulley, Whitney Jeleniewski, Patrice Jehle, Justin Beck, Jerry Newton, James Skinner, Carol Ann Marshall, Stan Taylor, Sammy Luken, Sandra Scott, Robert Houghton, Harry Swinford, Hannah Domoslay-Paul, Ed Hansen, Todd Harris, Christopher Gay, John LaPlante, Dan Bowen, Danny Garland, Michael Dawson, Casey Bobe, Barbara Everhart, John Trawick, Christopher Thom, Mario Wilhelm, Mike Haytack, Philip Partington, Lisa Mead, George Mead, Justin Beck, Jonathan Connell, Grant McGinny, Tia Booth, Tom Linke, Lisanne Merrill, Dennis Kohli, Rita Kholi, Bobbi Godwin, Patti Salvaggio, Kathleen McBride, Rachel Traham, Jo MacDonald, Margaret E. Rhea, Carrie Webster, Leslie Vilardi, Major Michael Brown, Jr., Jo Anne Glessner, Daniela Beckwith, Tom Glessner, Ed Wondus, Jenny Coveny, Jamshid Kholdi, Carol Swinford, Suzanne Ham, Isabel Miner, Councilperson Myers, Jennifer Wasilenko (phone), Devin Beckwith (phone), Michael Dawson, Kelly Hagen, Patrick Q. Dunn, Guy Miller, Chris Schwier, Daniel E. Bowen

222 West Main Street Pensacola, Florida 32502

www.cityofpensacola.com

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from May 11, 2021.

New Business:

- Request for site Plan Approval – 1201 Cypress Street
- Request for Zoning Map Amendment for 1301 N Palafox Street
- Request for Preliminary Plat Approval – Javelin Landing Subdivision
- Request for Preliminary Plat Approval – Whispering Creek Subdivision
- Requests for a Variance to Section 12-3-12(2)E Redevelopment Land Use District – 662 Aragon 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 including requirements for audience participation.

Approval of Meeting Minutes

1. **Board Member Larson made a motion to approve the May 11, 2021 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.**

New Business

2. Request for Site Plan Approval – 1201 Cypress Street

Chairperson Ritz explained the rules for a max density bonus of 10% (16.5 units) for Superior Site Design per Section 12-3-109. He advised that the Board has the final say on this agenda item. Anything dealing with green building design or construction for high efficiency appliances, etc., would come under Chapter 14 of the Code under the purview of the Inspections Department. It was determined the Planning Board was the first step in the process, and nothing had been submitted to the Inspections Department.

Brian Spencer presented to the Board and stated there were no requests for height or setback variances. He distributed the SCAPE plan which provides more public access to the water for the Board's consideration. The height requirement was within C2 and C3 zones. Board Member Wiggins stated the biggest neighborhood concern was Cypress Street handling the increase in traffic. Mr. Spencer believed having streetside buildings as opposed to large setbacks with entrances helped slow traffic and enhanced the pedestrian friendly environment. He pointed out this road was safer than Bayshore with no curbs or sidewalks. He also advised Mr. Wagley had suggested they provide on-site bike parking; additional parking for drivers contradicted what they were proposing. He also noted more projects like this one provided the funding for the complete streets approach.

Mr. Bobe was concerned about the increase in traffic and the infrastructure available to support a structure of that size since there were flooding issues surrounding that area.

Mr. Bowen was concerned with the density; it was determined the Board was dealing with 165 units by right plus the requested 16.5. Staff advised if the applicant were asking for affordable housing, that would go before the Board as well, but they had chosen not to pursue that. The other density for 25% bonus would be through the Building Inspections

Department.

Mr. Schwier, President of the Sanders Beach Neighborhood Association, stated their primary concern was the speeding issue within the neighborhood especially around the curve of F Street. He suggested that if this project moves forward that a traffic study be initiated prior to the project being approved in order to address traffic calming.

Mr. Miller advised the intersection of E Street and Main was a primary exit to downtown, and there were traffic issues during rush hour. The intersection of Cypress and Pace had no light or stop sign going out and was quite dangerous because of on street parking on Pace Street. Without remediation, this could result in a potential increase for traffic and pedestrian accidents. The infrastructure of the neighborhood was quite old, and he was uncertain it could handle the new project. He explained the project as proposed could result in decreased property values and believed the project should be tabled until some traffic, safety, and resident impact study was done, and appropriate remediation designs were produced and shared with the residents.

Mr. Dawson advised the design of the project was gorgeous, but traffic in Pensacola had increased in the last five years, and that was a concern. The former multi-residential buildings had three entrances as opposed to the planned one entrance. He felt all the concerns were valid and agreed some sort of traffic study would be fantastic.

Mr. Dunn was concerned that once the traffic was out of control, they would want a back way into the project to relieve some of the pressure on Cypress; they would then try to open up D Street as a back entrance.

Ms. Hagen stated the light at E Street and Main needed to be assessed with turn lanes, etc., and if we were to be a pedestrian and bike friendly neighborhood, there were dangers presented with this additional traffic.

Mr. Spencer stated the significant ad valorem taxes would help fill the coffers of the city to enhance the streets, streetscape, and safety, and having the streetside building along the curve of Cypress Street would help reduce speed. Increasing sidewalks along Main Street to the west would also help in pedestrian safety. He explained the ownership of the easement would be responsible for maintaining the promenade, but it was a public access promenade meant to link with other promenades in the SCAPE masterplan. He also indicated they were not planning to open D Street. He stated they intended to use a combination of semi-permeable pavers and gravel to reduce stormwater runoff. He explained the State had a rigorous set of hurricane compliance building codes, and all of those requirements would be checked by the Inspections Department, and all habitable spaces were above the flood plain. He explained with this project, residents would now have an unimpeded access to the waterfront.

Chairperson Ritz appreciated the easement access path from the public sidewalk down to the waterfront. Board Member Wiggins stated she could relate to the traffic issues in the neighborhood, but the Board only addressed the 16 additional units; staff advised the developers would work with several departments to address traffic issues. It was noted consulting their Council person would be an avenue to pursue.

After further discussion, Board Member Grundhoefer made a motion to approve seconded by Board Member Powell, and it carried unanimously.

3. Request for Zoning Map Amendment for 1301 N Palafox Street

Chairperson Ritz again explained the procedures of the partially virtual Board meeting including requirements for audience participation.

Chairperson Ritz explained the uses for the PC-1 zoning. Assistant Planning Director

Cannon advised this property was currently split zoned between PR-1AAA, North Hill Preservation Single-Family Zoning, and PC-1, North Hill Commercial Zoning. The applicant was proposing to amend the zoning district in its entirety to PC-1.

John Trawick, attorney for the LLC, explained the request was to take the P.K. Yonge building and turn it into multifamily apartments. The plan was to sell five residential lots on the east side, with backloaded garages, access driveway with shared space with the apartment complex, and no traffic coming onto Baylen. The current zoning allows for four lots on Baylen Street. The PR-1AAA requires a minimum area of 9,000 sq. ft. which means each lot would be 120' deep which would make them encroach on the parking area necessary for the apartments; the PC-1 zoning would allow other uses which some objected to. They had asked to leave it PR-1AAA and seek a variance on the lot depth, but that was not an option. The applicant was agreeable for use restrictions to ensure these lots would not be used for anything other than residential purposes. Chairperson Ritz explained the Board was not concerned with what the owner would or would not intend to do but was strictly considering the zoning change from PR-1AAA to PC-1 and could not place requirements on that zoning change.

Ms. Marshall indicated the building had been rented by the FDLE for 25 years, and a waiver of parking was allowed for the new use of the building, with the Baylen side remaining PR-1AAA. She requested that the rezoning be denied and the PR-1AAA designation be retained. She explained the designation of PC-1 would give long-term damage and vulnerability for adverse encroachment the North Hill Preservation District (NHPD) would be subject to if the new owners decided to sell the property. The NHPD had enjoyed the protection of this zoning district with constant support from the City leaders. She provided a petition with 174 signatures in support of denying the zone change request.

Ms. Ham explained the people of NHPD had invested in their properties for their own dreams and asked the Board to reconsider changing the zoning of North Hill and to let it remain the same. She indicated she had not been noticed for this modification. Chairperson Ritz advised no decision had been made at this point to change the zoning designation, but that would be determined after Board deliberations and a vote.

Ms. Swinford advised the NHPD did not contact her regarding this request. They had purchased their home and were confident that this neighborhood and its boundaries would be preserved and respected and did not feel the change to PC-1 would be beneficial to this historical neighborhood and asked that this request be denied.

Mr. Kholdi explained this neighborhood was not only aesthetically historical but also a commercial asset to the city of Pensacola and a treasure to be preserved. Rezoning would chip away from the foundation of this neighborhood which is nationally known and a good source of income from visitors.

Ms. Coveny was also against the proposed zoning change.

Mr. Wondus was thoroughly against the zoning change because it set a precedent for other developers to potentially encroach into the neighborhood; he pointed out intentions and promises had been broken in the past.

Mr. Glessner stated he was opposed to the zoning change since this neighborhood was on the National Registry of Historical Places because it was worthy of preservation with its historical significance. Rezoning to PC-1 allows the developer to strip away all of the protections of that registry and preventing the new construction which destroys the historical aspect of the neighborhood. Chairperson Ritz explained by right on a zoning split, the developer was allowed to request the PC-1 be zoned into the PR-1AAA.

Ms. Beckwith concurred with the previous speakers and appreciated the goodwill of the

new owner, but once the zoning change happened, the laws would also be changed over time. She chose to live in North Hill because it was historic and family oriented and was against the zoning change.

Ms. JoAnne Glesser had worked with Earl Bowden on behalf of the historic districts. She pointed out the P.K. Yonge building was restored and placed into use with the zoning in place to protect North Hill; variance was given to park on the PR-1AAA side. She pointed out that the PC-1 designation would change the setbacks, floor area, density, as well as height and width.

Mr. Brown stated his family chose North Hill not only because of the architecture, but also the zoning in place. They wanted to retain the PR-1AAA and not allow commercial encroachment. They wanted to see downtown continue to move forward through North Palafox but referenced the 174 signatures on the petition in addition to the 20 signatures he had acquired against the rezoning.

Ms. Wilhelm was opposed to this project. She referenced a zoom presentation where the builders stated they were not home builders and that they planned to sell the property in question – proposing to sell commercial property. If the property was rezoned as commercial, there was nothing to hold them to any of their intentions. To rezone this area would set a precedent; the North Hill residents had fought hard to protect their investments, and they did not want commercial encroachment into their neighborhood.

Ms. Vilardi stated North Hill preserved what was unique to their neighborhood which included the density, zoning, and uses. She explained they wanted investment and development in North Hill, but they wanted responsible development which looks at current zoning and fits in; they wanted to protect the integrity, the unique character, and the downtown development. They felt this particular property was set aside as a buffer against commercial zoning.

Ms. Jeleniewski explained the lot in question was buildable as a residential lot; rezoning for financial gain was not a viable reason.

Ms. Haytack stated her family appreciated the historic nature of the neighborhood and respected the guidelines of North Hill and was against the rezoning.

Ms. Domoslay-Paul stated she had seen the impact of an area zoned commercial being built up for residential use which produced traffic, trashcans blocking the street, and difficult deliveries and did not feel this was compatible with North Hill.

Mr. Mead advised there was no undoing of downzoning into the historical zone in North Hill; it would set a precedent contrary to the original intent of this historical district. He explained PC-1 did not limit the developers to residential, and whoever bought the property was not bound to build residential. There was no evidence of an enforceable development agreement with the City; he pointed out this was spot zoning by another name. He suggested conditional use as an option and also advised we needed transitional zones to make a project like this work.

Mr. Beck, the applicant, explained they did not want to rezone but were advised by staff they needed to rezone in order to accomplish their project. He pointed out a mistake in the survey map; initially they considered 10 homes using the existing lot lines, but this amount was too many; after considering the neighborhood, he agreed five was more appropriate. They planned to deed restrict the lots for residential purposes and intended to keep the P.K. Yonge structure as a historical redevelopment. He did not feel there would be an increase in automobiles from the FDLE parking already in place. He pointed out the project would still need ARB approval as it moved forward.

Mr. Beckwith spoke by phone and opposed the rezoning. He explained the developers

had expressed their desire to invest in North Hill, however, they would not be the ones to build on the spot, and their reassurances were not enough to prevent commercial encroachment; it would also set a precedent that portions of North Hill were not as vital as others.

Ms. Webster also opposed the rezoning.

Ms. Wasilenko spoke by phone and opposed the rezoning.

Mr. Trawick stated the use restrictions would absolutely restrict the use of the five proposed lots to just residential with no commercial use allowed. The current use now with 120' lot depth would allow four new homes. The homes would be hard to sell with the parking lot abutting them. The developer proposed to use a historical architect; the intent was to breathe life back into the 100-year-old property in a manner historically consistent and to take the back portion of that property and develop it in a way consistent with the use, putting those funds back into the historical building.

Assistant City Attorney Lindsay clarified that it was understood what the developers' intentions were, but the Board's decision could not include a condition that they carry out their intentions. Chairperson Ritz offered that he was opposed to the zoning change. Board Member Wiggins who lives in East Hill had observed old buildings being deserted and becoming a habitat for all sorts of creatures. She understood the concerns of the neighborhood and thought the idea of adding new development was good; the developers wanted to see vitality back in the neighborhood and had engaged historical architects for the project, and she was in favor of the rezoning. Chairperson Ritz agreed once buildings become vacant and begin to deteriorate, they cause the neighborhood to degrade. While he wanted vitality in all neighborhoods, he still could not support the zoning change because by right it could permit all the other uses to be allowed on that street. Board Member Powell understood the historical importance of North Hill but felt there were options that could make the project happen but was opposed to the rezoning. Staff advised that Mr. Beck had hoped to obtain a variance, but the Code did not allow him to seek relief from the design standards, and he defaulted back to the rezoning. Historic Preservation Planner Harding advised that according to the ARB, new construction was not confined to the design of historic structures, however, it must be complimentary to the existing historic structures in the historic district.

After further discussion on transitional zoning, **Board Member Grundhoefer made a motion to deny with a recommendation to Council that they consider transitional zones for this particular case, seconded by Board Member Murphy. The motion to deny carried 5 to 2 with Board Members Wiggins and Larson dissenting.**

4. Request for Preliminary Plat Approval – Javelin Landing Subdivision

The applicant requested to postpone until the July 13, 2021 Board meeting. **Board Member Wiggins made a motion to accept the postponement, seconded by Board Member Sampson, and it carried unanimously.**

5. Request for Preliminary Plat Approval – Whispering Creek Subdivision

Geci & Associates is requesting preliminary plat approval for Whispering Creek Subdivision located adjacent to Whispers at Cordova Phases I & II. This is a resubmittal of the preliminary plat which was approved by the Planning Board in September 2019. Per Section 12-7-3 a final plat shall be submitted within one-year (365 days) of the date of the approval of the preliminary plat. The final plat for Whispering Creek was not submitted within this timeline and therefore is back before the Planning Board for review.

Mr. Connell presented to the Board and stated they had received approval before COVID and were submitting the same subdivision plans to begin the project. Chairperson Ritz explained this was a preliminary plat approval. He restated the entry point was from the Target parking lot; Mr. Connell stated they had deeded access through the shopping center into the property. It was determined staff had routed the request through the appropriate departments for review.

Board Member Murphy indicated that she and Board Member Grundhoefer had asked that the applicant return with a better plan for storm water retention, not allowing drainage from 20 lots into Carpenters Creek; there was no update from the hydrology report. Mr. Connell advised he had developed the Whispers first and second addition with a holding pond which took care of the first and second phase of the Whispers and the entire property that was being submitted to the Board. He explained the City Engineer had approved these plans, and the draining was not going into Carpenters Creek; if there was any damage to the holding pond after a hurricane, they would be glad to look at it, however, the pond was maintained by the City of Pensacola who advised it met the appropriate standards and would not enter Carpenters Creek.

Mr. Geci, the engineer for the project, stated he had examined the pond to find it dry, and it was designed for more impervious area than they were proposing; they had also established inlets and catch basins to collect the water and distribute it to the pond. He emphasized the storm water system in place was over designed for what they were proposing; the outfall for the subdivision drains into that pond. Board Member Murphy was concerned the pond might not hold the water for a 100-year event; she felt it would be appropriate to eliminate the two lots at the bottom of the grade and construct some type of green space or swale. Mr. Connell explained the holding pond was up to Code and maintained by the City. The property itself was designated C-2, but he was committed to residential homes.

Mr. Linke, President of the Whispers Homeowners Association, stated they wanted to be helpful to the developer by offering documentation to provide any needed utility access.

Councilwoman Myers offered she had visited this pond and noted the severe erosion; she had personally filed complaints with Code Enforcement and Public Works regarding this pond to ensure it was properly maintained, was functional, and was not eroding.

Board Member Wiggins made a motion to approve, seconded by Board Member Powell. Board Member Grundhoefer remembered Lot 16 could be eliminated and a bioswale or something that would collect the water could be constructed to slow down the water. Mr. Connell stated they were constructing a 10' retaining wall on the low side and leveling the dirt to get the property as level as possible so the water would be moving at a slower rate. Board Member Larson thought the Board was setting a dangerous precedent with a subdivision not coming out to a public street which would mean the developer would need to maintain the existing roads and the City had access to private property. **The motion then carried with Board Members Grundhoefer, Larson, and Murphy dissenting.**

6. Requests for a Variance to Section 12-3-12(2)E Redevelopment Land Use District – 662 Aragon Street

Scott Sallis, DSA, is seeking a request for a Variance at 662 Aragon Street to erect a new detached garage 2'1" from the property line in Aragon Subdivision. Allowing the garage to be pulled away from the property line on both sides would allow for a gable roof with eaves to match the direction of a new gable parapet at the residence's new addition as well as

other properties in the area.

Chairperson Ritz advised the Board was now in a quasi-judicial mode and read the variance criteria for consideration. He also explained the Board's decision was final; if the applicants did not achieve the desired outcome, they would need to consult the First Judicial Circuit Court of Florida within 30 days.

Mr. Sallis addressed the Board and stated they had spent time answering questions from the neighbors. He stated this was the last structure on the block in the Aragon code, which demanded the structure be built on the property line; they thought the much simpler approach would be to pull the carport off the property line and build a simple structure that would allow the water to be kept off the neighbor's property, taking rainwater to the alley. Chairperson Ritz asked what was special to this property, and Mr. Sallis stated there was nothing special except it was the last structure which meant the request failed on criteria No. 1. Mr. Sallis pointed out the Aragon code was very unique, with each section within the Aragon code being even more unique and restrictive; they thought since it was the last structure on the block, it might make sense to not abide in it and build a simpler structure with a more friendly solution to rainwater. They looked at it with the intent to manage roof water. It was noted that the special condition resulted from the actions of the applicant in criteria No. 2. It was also noted that the variance request did grant a special privilege that was denied to others in the same zoning district – criteria No. 3. Chairperson Ritz explained the conditions had to be peculiar to this piece of property, and he felt there was nothing special with this lot from the lots on either side, and being the last on the block was not a true special condition.

Board Member Wiggins made a motion to deny the request, seconded by Board Member Sampson, and it carried unanimously.

Open Forum – None

Discussion – Board Member Wiggins announced this was her last meeting, and it had been a true pleasure serving with each member. It was determined new members would be elected by the Council in their next meeting.

Adjournment – With no further business, Chairperson Ritz thanked the Board for its patience and adjourned the meeting at 6:10 pm.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board



1301 N Palafox St
PR-1AAA
RESIDENTIAL/NEIGHBORHOOD COMMERCIAL
COMMERCIAL
PC-1

Current Zoning

C-2

C-3

E LEE ST

W LEE ST

N PALAFOX ST

PR-1AAA

N BAYLEN ST

PC-1

R-NC

W LLOYD ST

W LLOYD ST

0 75 150 Feet

Date: 6/15/2021



This map was prepared by the GIS section of the City of Pensacola and is provided for information purposes only and is not to be used for development of construction plans or any type of engineering services based on information depicted herein. It is maintained for the function of this office only. It is not intended for conveyance nor is it a survey. The data is not guaranteed accurate or suitable for any use other than that for which it was gathered.

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PENSACOLA

FLORIDA'S FIRST & FUTURE



1301 N Palafox St

PR-1AAA

RESIDENTIAL/NEIGHBORHOOD COMMERCIAL

COMMERCIAL

PC-1

Current Zoning

C-2

C-3

E LEE ST

W LEE ST

N PALAFOX ST

PR-1AAA

N BAYLEN ST

PC-1

R-NC

W LLOYD ST

0 75 150 Feet

Date: 6/15/2021

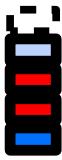


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PENSACOLA

FLORIDA'S FIRST & FUTURE



1301 N Palafox St

PR-1AAA

RESIDENTIAL/NEIGHBORHOOD COMMERCIAL

COMMERCIAL

PC-1

Proposed Zoning

C-2

C-3

E LEE ST

W LEE ST

N PALAFOX ST

PR-1AAA

N BAILEN ST

PC-1

R-NC

W LLOYD ST

W LLOYD ST

0 75 150 Feet

Date: 6/15/2021



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1301 N Palafox St

PR-1AAA

RESIDENTIAL/NEIGHBORHOOD COMMERCIAL

COMMERCIAL

PC-1

Proposed Zoning

C-2

C-3

E LEE ST

W LEE ST

N PALAFOX ST

PR-1AAA

N BAYLEN ST

PC-1

R-NC

W LLOYD ST

0 75 150 Feet

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PENSACOLA
FLORIDA'S FIRST & FUTURE



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 33-21

City Council

9/9/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Ann Hill

SUBJECT:

PROPOSED ORDINANCE NO. 33-21 - AMENDING SECTION 6-2-3 - DUTIES [PARKS AND RECREATION BOARD] OF THE CITY CODE

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 33-21 on second reading:

AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PARKS AND RECREATION BOARD -- DUTIES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In an effort to further engage the Parks and Recreation Board, City Council requested that the Board review the duties contained in Sec. 6-2-3 of the City Code. They further requested the Board provide input and recommendation on how they felt their listed duties could be amended to further engage the Board.

On June 17, 2021, the Board met and discuss this item. With a vote of 5-0, the proposed amendment to the Board duties was approved.

PRIOR ACTION:

August 12, 2021 - City Council voted to approve Proposed Ordinance No. 33-21 on first reading.

May 13, 2021 - City Council referred this item to the Parks and Recreation Board

June 17, 2021 - Parks and Recreation Board met, considered the matter and provided their recommendation

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 33-21
- 2) June 17, 2021 Parks and Recreation Board Minutes

PRESENTATION: No

PROPOSED
ORDINANCE NO. 33-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 6-2-3 OF THE CODE OF
THE CITY OF PENSACOLA, FLORIDA, PARKS AND RECREATION
BOARD -- DUTIES; PROVIDING FOR SEVERABILITY; REPEALING
CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 6-2-3 of the Code of the City of Pensacola, Florida, is
hereby amended to read as follows:

Sec. 6-2-3. Duties.

~~The parks and recreation board shall advise and make recommendations to the city council, and shall advise the mayor on matters concerning the establishment, maintenance and operation of parks and recreational activities within the city. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities.~~

Members of the parks and recreation board shall engage with the citizens of Pensacola and be liaisons to the public, participate in city events, attend neighborhood meetings, and encourage recreational activities across our park system. The parks and recreation board shall review developing plans and budgets and advise and make recommendations to the city council with timely reports, and shall advise the mayor on matters concerning the establishment, maintenance and operation of parks and recreational activities within the city. The board, based on informed review, shall also provide input to staff, council and mayor on master plan updates and improvements, and policy development for the use of recreational facilities.

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

City of Pensacola

Meeting Minutes 3 - Draft Parks and Recreation Board

June 17, 2021 8:00 AM

222 West Main Street Pensacola, FL 32502

Hagler-Mason Conference Room

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

1. CALL TO ORDER

The meeting was called to order at 8:03.

Chairperson Hicks read a statement to the public about how they can participate.

2. ROLL CALL

Present 5 - Chairperson Rand Hicks, Vice Chair Maranda Sword, Renee Borden, Antonio Bruni, Alejandra Escobar-Ryan

Absent 4 - David Del Gallo, Leah Harrison, Gabriela Garza, and Michael Wolf

3. APPROVAL OF MINUTES

The minutes for the May 20, 2021 meeting were not ready for approval.

4. DIRECTOR'S REPORT

Director Cooper first called Officer Bell, PPD, who recommended that shrubbery be reduced and picnic tables removed from Wyer Park (Reus and Belmont) in order to help mitigate unwelcome use of the park. He further recommended that the hours be adjusted to sunrise to sunset instead of 7 AM to 10 PM.

Director Cooper proceeded with the following updates:

- The board was encouraged to attend the Legion Field grand reopening and ribbon-cutting on 26 June 2021, which will showcase a new splash pad, available for public use from 9 AM to 7 PM. Fitness court, playground, splash pad, walking path, new press box and scoreboard. Bounce houses, vendors, etc.

- Hitzman Park will have its grand opening and ribbon-cutting on 24 July 2021.
- We're expecting bids on the Kiwanis Park renovation in a week or so.
- We'll be erecting a pole barn at Osceola to house our heavy equipment and protect them from the elements. A number of quotes are coming in now.
- We are in the process of installing five new playgrounds around the city. Woodcliff Park and the Vickrey Center are complete. Next come Estramadura, Operto, and then Granada.
- Roger Scott Tennis Center renovations are moving along right now. The construction documents will be 100% delivered by the end of the month. We expect to go through permitting and the bid process by the middle of July, with a contract delivered to the Council in August or September with an expected 5-6 month period of construction.
- Chairperson Hicks invited members of the public who had come to speak about the Roger Scott project. Mildred Arroyo Figueroa asked how P&R would allocate funds. She noted that 71,000 people play at RS, and citizens from the age 3 to 90, including many who are disadvantaged, play tennis there. The courts are in hazardous condition, and their concern led to a local petition with 500 names on change.org to address this. Robin Olsen, president of the Under the Hill Tennis League, read a statement in support of the reconstruction of the hard courts there, and cited the significant interest and revenue tennis draws at Roger Scott. Hayne Haigler then addressed the board, highlighting the joy tennis brings to those who play there. Post-tensioned concrete at UWF's courts are great and don't have a crack after 12 years of use. Steven Shelley noted how many people travel significant distances to play on these courts. We need more clay courts just to serve current members, and they pay more to play.
- Director Cooper then provided historical context about our forty-year courts that are now twenty years beyond their lifespan. They're chipped and worse. We effected temporary repairs to carry us until the reconstruction is complete. Five years ago we thought \$500,000 might get the job done, so he set aside \$700,000 given inflation. After seeing the UWF post-tensioned courts, they determined to replace the current courts with those and also to spread them out so wheelchair events will have plenty of space. We'll have 12 new hard courts on the bottom level, which will accommodate high school and college needs. Instead of putting hard courts on the top level, another six clay courts will be installed (bringing the clay court total to 17). We need more resources for the project, and a team was formed which conferred with Mayor Robinson, who is working to pull together the funding ahead of council consideration. An easel with the plans and timeline will be placed at the front of Roger Scott for public view. We're expecting renderings soon from Mott MacDonald and will share those.
- Further discussion with the public: The walking paths will be resurfaced in phases so that we can keep 12 courts open at one time. Director Cooper also noted that the Gulf Coast Tennis Group pays the City annually to operate the tennis programs at Roger Scott: they cover our costs, so the City doesn't make money off the programming there. The City breaks even; all profits go to the Group. Pickle ball courts already exist in the city and are popular (Armstrong Park, Vickrey Center, Hollice T. Williams, Malcolm Young). Also, membership fees are set by annually by City Council as part of the budget process.
- Discussion among board members: clay courts are cheaper to build and install than hard courts; it's the ongoing maintenance costs that require higher fees from players (extra clay, daily maintenance, sweeping, etc.). We discussed the possible placement of clay courts in other parks

and drainage problems that affect court maintenance. Ms. Figueroa expressed that 12 hard courts will be inadequate for the actual needs of the playing public.

NEW BUSINESS

5. EPH Lions Park

- Jack Robie, the Vice President of the East Pensacola Heights Neighborhood Association addressed the board about a neighborhood proposal to remove and replace the chain link fence at EPH Lions Club Park to enhance neighborhood value and enjoyment. Several visuals were supplied by the City's GIS team to illustrate. The presented plan aligns with the parks-without-borders concept to install a 3' to 4' high post-and-rail fence and access points as depicted in the submitted map. Benches are added in the design. They would retain the chain link fence along Perry near the ballfields to maintain safety.
- Board discussion touched on ADA concerns and installation costs. \$5,000 to remove the chain link fence; split-rail fence replacement of 1500 linear feet would cost \$15,000. Transition points also have to be addressed. Many parks have no fence whatsoever. Increasing the aesthetic value of the park would outweigh other considerations.
- Money hasn't yet been allocated for this project. Chairperson Hicks asked whether EPH has applied for a PNC grant to achieve a quicker replacement of the fence through a two-phase proposal, which the city allows (\$10,000 each of two consecutive years). There's a 2-to-1 match that allows tracked volunteer work to count towards. We can help tackle the paperwork. New PNC grant submissions are welcome. Lawrence Powell, Neighborhoods Administrator, came in and confirmed the possibility. Board member Escobar-Ryan mentioned that adding a bike rack to the park would be great. Board member Borden offered that the fencing could be removed now and funding for its replacement could be found later in the normal process. Director Cooper pointed out that the amenities belong to the City, but the City leases the park from the Lions Club.

6. Parks and Recreation Board Duties

- In the last board meeting per Council direction, we agreed to insert language in redefining the board duties to include that we review, report, and engage. Chairman Hicks presented a draft for revising the code, and placed engagement first. The revision read:

Sec. 6-2-3. — Duties

Members of the Parks and Recreation board shall engage with the citizens of Pensacola and be liaisons to the public, participate in city events, attend neighborhood meetings, and encourage recreational activities across our park system. The parks and recreation board shall review developing plans and advise and make recommendations to the city council with timely reports, and shall advise the mayor on matters concerning the establishment, maintenance, and operation of parks and recreational activities within the city. The board based on informed review shall also provide input to staff, council,

and mayor on master plan updates and improvements, and policy development for the use of recreational facilities.

The board discussed the proposal. Board member Borden asked about the review of budgets, so we agreed to change “review developing plans” to “review developing plans and budgets.” Member Borden motioned the change, Vice Chair Sword seconded, and the change was unanimously approved.

Vice Chair Sword motioned that we advance the revised definition of Duties to the Council for its consideration, Member Escobar-Ryan seconded, and the board voted unanimously in favor, 5-0.

Here is the final approved language:

Sec. 6-2-3. — Duties

Members of the parks and recreation board shall engage with the citizens of Pensacola and be liaisons to the public, participate in city events, attend neighborhood meetings, and encourage recreational activities across our park system. The parks and recreation board shall review developing plans and budgets and advise and make recommendations to the city council with timely reports, and shall advise the mayor on matters concerning the establishment, maintenance and operation of parks and recreational activities within the city. The board, based on informed review, shall also provide input to staff, council, and mayor on master plan updates and improvements, and policy development for the use of recreational facilities.

OPEN FORUM

- Member Bruni asked that an update be provided on the status at the Veterans Memorial Park.
- Member Borden asked about a budget review, which will be provided in coming months. Per Assistant Thorsen, a budget presentation was to be made at the July Parks and Recreation Board meeting, but due to unforeseen events, the update will be delayed.
- The minutes for May 2021 have been delayed because of a technical issue.
- 311 and other issues were discussed, and board member attendance at neighborhood association meetings. Member Borden expressed interest in attending the EPH meeting.

ADJOURNMENT



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 34-21

City Council

9/9/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 34-21 - ELIMINATING PERMIT REQUIREMENTS FOR ADULT ENTERTAINMENT ESTABLISHMENT EMPLOYEES.

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 34-21 on second reading.

AN ORDINANCE AMENDING SECTIONS 7-3-23 AND 7-3-119 AND REPEALING SECTION 7-3-45 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ELIMINATING PERMIT REQUIREMENTS FOR ADULT ENTERTAINMENT EMPLOYEES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 1998, the City of Pensacola engaged a consultant and undertook a detailed analysis of the social and economic impact of adult entertainment facilities in the City. Based on the findings and recommendations of the consultant, in early 1999, the City Council adopted comprehensive regulations of the adult entertainment industry which remain in place. One element of the adult entertainment regulations is a provision that requires employees of licensed adult entertainment establishments to undergo background checks and obtain an annual permit from the City to be so employed.

The Mayor recommends repeal of the permit requirement for the following reasons:

- There is no criminal activity that would justify or support any link between criminal activity that occurs, and that same criminal activity being deterred, by a requirement for employees of adult establishment businesses to obtain employee work permits;
- There is not any data that supports the premise and practice of requiring those particular type of employees to provide personal information to law enforcement as part of a city permit process as serving any purpose;

- This is the only permit requirement that the city imposes on entertainment venue occupations;
- Adult entertainment establishments already must have a city-issued license to operate; and
- The personal information required of applicants/employees for this permit constitutes public record information which is not exempt under Florida law and unnecessarily provides their personal information that has been collected by the City to be released to anyone who requests it.

License requirements as currently exist for adult entertainment businesses in the city ordinances remain unchanged.

PRIOR ACTION:

August 12, 2021 - City Council voted to approve Proposed Ordinance No. 34-21 on first reading.

January 14, 1999 - City Council adopted Ordinance No. 4-99 creating Chapter 7-3 of the Code, regulating the adult entertainment industry within the City limits.

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

7/29/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

ATTACHMENTS:

- 1) Proposed Ordinance No. 34-21

PRESENTATION: No

PROPOSED
ORDINANCE NO. 34-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTIONS 7-3-23 AND 7-3-119 AND REPEALING SECTION 7-3-45 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ELIMINATING PERMIT REQUIREMENTS FOR ADULT ENTERTAINMENT EMPLOYEES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 7-3-23 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 7-3-23 - General appeals.

Appeals alleging error in the denial, suspension or revocation of a license ~~or permit~~ under this chapter shall be by petition for a formal hearing before the city council. A notice of intent to appeal shall be filed with the city clerk within 15 days after the mailing of a notice of denial, suspension or revocation of a license ~~or permit~~. Thereafter, and upon payment of a fee of \$100.00 to cover administrative costs, a hearing will be scheduled within 45 days. The clerk shall give the petitioning party at least ten days' written notice of the time and place for the hearing.

SECTION 2. Section 7-3-45 of the Code of the City of Pensacola, Florida, is hereby repealed.

~~Sec. 7-3-45. - Permits for employees in licensed premises.~~

~~(a) Adult entertainment permit required. Unless specifically excluded below, it shall be unlawful for any person to obtain employment as an employee in an establishment licensed under this chapter, for any form of consideration, unless and until such person shall have first obtained an adult entertainment permit or temporary permit from the mayor. All references to the mayor in this chapter shall also refer to his or her designee. This section shall not apply to employees engaged exclusively in performing janitorial, maintenance or other services, not including bartending, table service or entertaining.~~

~~(b) Qualifications. Employees of a licensee on a licensed premises shall not be less than 18 years of age.~~

~~(c) Application for an issuance of adult entertainment permit.~~

- ~~(1) Permission is hereby granted for an employee working at an establishment legally in operation under this chapter on the date of adoption of this chapter to continue working until an application for a permit under this chapter is filed with the mayor, not later than 45 days for adult bookstores, leisure spa establishments, adult motion picture theaters, and 75 days for adult dancing establishments, from the date of adoption of this chapter, and for a period, after filing of an application, not to exceed 21 days.~~
 - ~~(2) All present and prospective employees employed on the premises of an adult entertainment establishment shall file an application for an adult entertainment permit with the mayor.~~
 - ~~(3) All applications shall be accompanied by a nonrefundable payment of a \$30.00 fee.~~
 - ~~(4) At the time an applicant applies for a permit and completes all requirements for the issuance of a permit, he or she shall be issued a temporary permit valid for 21 days. No later than 21 days from the filing of an application, the mayor shall issue a permit.~~
 - ~~(5) It shall be the duty of the mayor to issue the applicant a written permit which shall be signed by the mayor, and shall bear the name, all aliases, age, signature and photograph of the applicant. The mayor shall procure the fingerprints and a photograph of the applicant, the applicant's address, sex, and the names of all entertainment establishments where the applicant is to work or perform and shall keep the same on file. The fingerprints, names of establishments and photograph of the applicant shall be furnished by the applicant at the time of the filing of his or her application. Upon delivery of the permit to the applicant, the applicant may begin working on the licensed premises as a permanent employee. There shall be submitted with each application for a permit, proof of the applicant's age. Such proof may be provided by production of the applicant's driver's license, passport, or a certified copy of his or her birth certificate.~~
 - ~~(6) No permit shall be issued when its issuance would violate a statute, ordinance, law or when an order from a court of law prohibits the applicant from obtaining an adult entertainment permit in the city.~~
- ~~(d) Revocation. Should a permit be issued as a result of false information, misrepresentation of fact or mistake of fact, it shall be revoked.~~

- ~~(e) Expiration and renewal. A permit under this chapter shall expire one year from the date of issuance. A permittee under this chapter shall be entitled to a renewal of his or her permit as a matter of course, except when said permit has been suspended or revoked, upon presentation of his or her previous permit or presentation of an affidavit as to its destruction to the police chief and payment of a \$30.00 fee.~~
- ~~(f) Possession of permit required. It shall be unlawful for an employee, as defined in this chapter, to work or perform in an adult entertainment establishment without being in possession of a valid adult entertainment permit.~~
- ~~(g) Violations. Any person who violates the provisions of this section, or otherwise fails to secure a permit as required by this section, shall be prosecuted and punished in accordance with section 1-1-8.~~
- ~~(h) Suspension of permit.
 - ~~(1) Conviction for violation of article VIII of this chapter. In the event a permittee commits one or more violations of article VIII of this chapter, and a conviction results from at least one of the violations, the mayor shall, upon the date of the conviction, suspend the permit, and notify the permittee of the suspension. The suspension shall remain in effect for a period of 90 days.~~
 - ~~(2) Effective date of suspension. The period of the suspension shall begin 15 days after the date the mayor mails or delivers the notice of suspension to the permittee or on the date the permittee surrenders his or her permit to the mayor, whichever happens first.~~~~
- ~~(i) Appeal. If an application for a permit is denied or if a permit is suspended or revoked, the applicant or permittee may, within 15 days after the mailing of a notice of denial or suspension or revocation, appeal to the city council. If the applicant or permittee does not appeal the denial, suspension or revocation of a permit, the applicant or permittee shall be deemed to have failed to have exhausted his or her administrative remedies.~~
- ~~(j) Replacement of lost permits. Replacements for lost permits shall be obtained by completing an application as required in this section. All applications for replacement permits shall be accompanied by a \$10.00 fee.~~
- ~~(k) Change of address, name or place of employment. Whenever any person, after applying for or receiving an adult entertainment permit, shall move from the residential address named in such application, or in the permit issued to him, such person shall, within 30 days, submit written notice to the mayor of such change and shall make a payment to the city in the amount of \$3.00 for~~

~~change of address fee. In no event shall this eliminate or modify the requirements of this section as to change of business location.~~

SECTION 3. Section 7-3-119 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 7-3-119 - Prohibited conduct within adult entertainment establishments.

- (a) It shall be unlawful for any person to be an owner, operator or manager of an adult entertainment establishment where the person knows or should know:
 - (1) That the establishment does not have the appropriate classification of adult entertainment license for the classification of entertainment offered within the establishment;
 - (2) That the establishment has a license which is under suspension;
 - (3) That the establishment has a license which has been revoked or canceled; or
 - (4) That the establishment has a license which is expired.
- (b) It shall be unlawful for any person to be an owner, operator or manager of:
 - (1) An adult entertainment establishment which does not satisfy the requirements set forth herein.
 - (2) An adult entertainment motion picture theater which does not satisfy all the special requirements set forth herein.
 - (3) An adult dancing establishment which does not satisfy all of the special requirements set forth herein.
 - (4) An adult entertainment bookstore which does not satisfy all the special requirements set forth herein.
 - (5) An adult leisure spa establishment which does not satisfy all the special requirements set forth herein.
- (c) It shall be unlawful for an owner or operator of an adult entertainment establishment, regardless of whether it is licensed under this chapter, to knowingly, or with reason to know, permit, suffer, or allow an employee:
 - (1) To engage in a straddle dance with a person at the establishment;

- (2) To contract or otherwise agree with a person to engage in a straddle dance with a person at the establishment;
 - (3) To engage in any specified sexual activity at the establishment;
 - (4) To, where alcoholic beverages are sold, offered for sale, dispensed, or consumed, display or expose at the establishment less than completely and opaquely covered specified anatomical areas;
 - (5) To display or expose at the establishment less than completely and opaquely covered specified anatomical areas, unless such employee is continuously away from any person other than another employee, and unless such employee is in an area as described in section 7-3-36(6)c;
 - (6) To display or expose any specified anatomical area while simulating any specified sexual activity with any other person at the establishment, including with another employee;
 - (7) To engage in a private performance;
 - (8) To, while engaged in the display or exposure of any specified anatomical area, intentionally touch any person at the adult entertainment establishment, excluding another employee; or
 - (9) To intentionally touch the clothed or unclothed body of any person at the adult entertainment establishment, excluding another employee, at any point below the waist and above the knee of the person, or to intentionally touch the clothed or unclothed breasts of any female person; ~~or~~
 - ~~(10) To work, if the employee has not applied for and obtained a temporary or permanent permit under this chapter.~~
- (d) Advertising prohibited activity. It shall be unlawful for an owner or operator of an adult entertainment establishment, regardless of whether it is licensed under this chapter, to advertise the presentation of any activity prohibited by any applicable state statute or local ordinance.
- (e) Minors prohibited. Except as provided in section 7-3-60, it shall be unlawful for an owner or operator of an adult entertainment establishment, regardless of whether it is licensed under this chapter, to knowingly, or with reason to know, permit, suffer, or allow:
- (1) Admittance to the establishment of a person under 18 years of age;
 - (2) A person under 18 years of age to remain at the establishment;

- (3) A person under 18 years of age to purchase goods or services at the establishment; or
- (4) A person to work at the establishment as an employee who is under 18 years of age.
- (f) Working at establishment which does not have valid adult entertainment license. It shall be unlawful for any person to work in an adult entertainment establishment that he or she knows or should know is not licensed under this chapter, or which has a license which is under suspension, has been revoked or canceled, or has expired. ~~regardless of whether he or she has applied for and obtained a temporary or permanent adult entertainment permit under this chapter.~~

~~(g) Working without permit prohibited.~~

- ~~(1) Subject to the limitations provided for herein, it shall be unlawful for any person to work in an adult entertainment establishment, regardless of whether it is licensed under this chapter, if the person has not applied for and obtained a temporary or permanent adult entertainment permit under this chapter.~~
- ~~(2) Subject to the limitations provided for herein, it shall be unlawful for any person working in an adult entertainment establishment, regardless of whether it is licensed under this chapter, to fail to produce a valid temporary or permanent permit within 72 hours upon demand for inspection by any law enforcement officer. For the purposes of this provision, such a temporary or permanent permit is only valid if the person has applied for and obtained such permit prior to the demand.~~
- ~~(h)~~(g) Engaging in prohibited activity. It shall be unlawful for any employee of any adult entertainment establishment, regardless of whether it is licensed under this chapter:
 - (1) To engage in a straddle dance with a person at the establishment;
 - (2) To contract or otherwise agree with a person to engage in a straddle dance with a person at the establishment;
 - (3) To engage in any specified sexual activity at the establishment;
 - (4) To, where the employee knows or should know that alcoholic beverages are sold, offered for sale, or consumed, display or expose at the establishment less than completely and opaquely covered specified anatomical areas or human male genitals in a discernibly turgid state, even if completely and opaquely covered;

- (5) To display or expose at the establishment less than completely and opaquely covered specified anatomical areas, or human male genitals in a discernibly turgid state, even if completely and opaquely covered, unless such employee is continuously positioned away from any person other than another employee, and unless such employee is in an area as described in section 7-3-36(6)c;
- (6) To engage in the display or exposure of any less than completely and opaquely covered specified anatomical areas while simulating any specified sexual activity with any other person at the establishment, including with another employee;
- (7) To engage in a private performance;
- (8) To, while engaging in the display or exposure of any specified anatomical area, intentionally touch any person at the adult entertainment establishment, excluding another employee;
- (9) To touch the clothed or unclothed body of any person at the adult entertainment establishment, excluding another employee, at any point below the waist and above the knee of the person; or
- (10) To touch the clothed or unclothed breast of any female person.

~~(j)~~(h) Touching of employee by person.

- (1) It shall be unlawful for any person in an adult entertainment establishment, other than another employee, to intentionally touch an employee who is displaying or exposing any specified anatomical area at the adult entertainment establishment.
- (2) It shall be unlawful for any person in an adult entertainment establishment, other than another employee, to touch the clothed or unclothed body of any employee at any point below the waist and above the knee of the employee.
- (3) It shall be unlawful for any person in an adult entertainment establishment to intentionally touch the clothed or unclothed breast of any employee.

~~(j)~~(i) Exceeding occupancy limit of adult booth. It shall be unlawful for any person to occupy an adult booth in which booth is already occupied by one person in violation of section 7-3-74 or for a greater number of persons to occupy an adult booth than are allowed in violation of section 7-3-89.

~~(k)~~(j) Use of restroom or dressing rooms. Notwithstanding any provision indicating to the contrary, it shall not be unlawful for any employee of an adult entertainment establishment, regardless of whether it is licensed under this chapter, to expose any less than completely and opaquely covered specified anatomical area during the employee's bona fide use of a restroom, or during the employee's bona fide use of a dressing room which is accessible only to employees.

~~(l)~~(k) Hours of operation.

(1) It shall be unlawful for any operator of an adult entertainment establishment, other than a leisure spa establishment, to allow such establishment to remain open for business, or to permit any employee to engage in a performance, solicit a performance, make a sale, solicit a sale, provide a service, or solicit a service, between the hours of 3:00 a.m. and 11:00 a.m. of any particular day.

(2) It shall be unlawful for any employee of an adult entertainment establishment, other than a leisure spa establishment, to engage in a performance, solicit a performance, make a sale, solicit a sale, provide a service, or solicit a service, between the hours of 3:00 a.m. and 11:00 a.m. of any particular day.

~~(m)~~(l) Alteration of license or permit. ~~(1)~~ It shall be unlawful for any person to alter or otherwise change the contents of an adult entertainment license without the written permission of the city.

~~(2) It shall be unlawful for any person to alter or otherwise change the contents of an adult entertainment permit without the written permission of the city.~~

~~(n)~~(m) Violation subject to criminal prosecution. Whoever violates any section of this article may be prosecuted and punished as provided in section 1-1-8.

SECTION 4. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect on the fifth business day after adoption, unless otherwise provided, pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00681

City Council

9/9/2021

DISCUSSION ITEM

SUBJECT:

QUARTERLY FINANCIAL REPORT - NINE MONTHS ENDING JUNE 30, 2021 (UNAUDITED) -
FINANCE DIRECTOR AMY LOVOY

ATTACHMENTS:

- 1) Financial Report - Nine Months Ending June 30, 2021 (Unaudited)
- 2) Financial Report Presentation - Nine Months Ending June 30, 2021 (Unaudited)

PRESENTATION: Yes

FINANCIAL REPORT NINE MONTHS ENDING JUNE 30, 2021

These statements are unaudited and are not the official financial statements of the City but rather are a review of the progress to date each quarter as it relates to the budget. The official financial statements of the City are included in the Comprehensive Annual Financial Report and will be presented to the City Council in the first quarter of each calendar year following the end of each fiscal year (September 30th).

Attached are financial schedules setting forth the status of the major General Government, Special Revenue, Capital Projects and Proprietary Funds for the City of Pensacola for the six months ended June 30, 2021. The financial schedules compare actual results for the nine-month period against the City's budget and against comparable percentages of a year ago. Such comparisons are useful in projecting potential problem areas, allowing management to take early corrective action. The City's debt service and investment schedules are also attached for Council's review.

As previously reported to Council, the COVID- 19 Pandemic continues to have some negative effects on the economy and social activities. However, despite the impacts from the COVID-19 Pandemic, Half-Cent Sales Tax, Local Option Sales Tax, and the Local Option Gasoline Tax revenues have shown above average growth through the third quarter of FY 2021. The COVID-19 Pandemic did affect the Half-Cent Sales Tax and Local Option Sales Tax revenues during FY 2020. The Half-Cent Sales Tax decreased 2.28% and Local Option Sales Tax revenue decreased by 2.84% from FY 2019 to FY 2020. There is consistent revenue growth in the third quarter of FY 2021. However, other revenues have decreased from prior fiscal year, particularly, within the Franchise Fees due to the continuing effects associated with the COVID-19 Pandemic on business operations and energy consumption. Both revenues and expenditures continue to be closely monitored to assure a balanced budget. Expenditures in total are in line with budgeted projections. Significant variances from the current approved budget are noted in the individual fund narrative below.

The City of Pensacola has been allocated a total of \$19.1 million as part of the Federal response to the COVID-19 Pandemic. The American Rescue Plan Act (ARPA) of 2021 was enacted on March 11, 2021 to assist local governments experiencing revenue shortfalls and higher expenses responding to the Pandemic. Through July 2021 City Council has approved ARPA allocations totaling \$10,282,640 on Supplemental No.'s 2021-36 and 2021-40, those appropriations include Premium Pay in the amount of \$3,520,000 for front line City workers whose job put them at an increased risk of contracting COVID. An appropriation of \$88,000 for Vaccination Incentive Pay available to all city employees that participate and to encourage increased vaccination rates at the City. Other appropriations include \$450,000 for ARPA Administration and Grant Compliance, \$1,665,000 for Facility Improvements that mitigate or prevent the spread of COVID, and \$4,559,640 for Recovery of Revenue Loss for various funds.

The Investment Section of this financial report provides a comparison of interest rates for FY 2020 to FY 2021. Interest Income in the various funds may not meet budget if interest rates continue to trend lower as a result of the COVID-19 Pandemic.

The Legal Services and Fees of this financial report provides a listing of legal services and fees paid through the third quarter of FY 2021.

Contracts and Expenditures over \$25,000 approved by the Mayor have been included in this report with the changing of how the monthly information is being provided to City Council.

The revenues from the Tree Planting Trust Fund received through the third quarter of FY 2021 have been provided.

General Fund:

In total, General Fund revenues exceeded the budget for the third quarter and are mainly attributed to revenues from Half-Cent Sales Tax, Property Tax, and the transfer from Pensacola Energy the majority of which were paid during the first quarter. As previously stated, the Half-Cent Sales Tax has shown growth in the third quarter of FY 2021 and is \$418,900 or 12.41% above budgeted levels. During the third quarter total Franchise Fees and Public Service Tax revenues were less than budget by \$126,600 or 1.13%. Communication Services Tax revenue was less than budget by \$19,700 or 0.94% and Municipal Revenue Sharing revenue exceeded budget by \$27,400 or 1.57%.

The uncertainty of the COVID-19 Pandemic continues to affect certain revenues, however staff will continue to monitor revenue and expenditures. Should adjustments be necessary, a Supplemental Budget Resolution will be brought before City Council to ensure a balanced budget later in FY 2021.

Special Permits within Planning Services have exceeded budget through the third quarter of fiscal year 2021 with the reassignment of the zoning plan review from Inspections Services to Planning Services.

Revenues associated with the Pensacola Police Department specifically for Taxi and Adult Entertainment Permits will not meet Budget for FY2021. These permits were suspended at the beginning of FY 2021 due to the COVID-19 Pandemic. It is anticipated that updated Ordinances removing these permit fees will be brought to the City Council for approval during FY 2021. The total revenue budget is \$6,000 with \$1,000 in revenue through the third quarter.

The Transfer from the General Fund to the Stormwater Capital Projects Fund meets budget. Since the Stormwater Utility Fee is on the Property Tax bill, the receipts coincide with the Property Tax Revenues. During May 2021 City Council adopted Resolution No. 2021-32 amending the City's Financial Planning and Administrative Policy that provides greater flexibility allowing Stormwater Capital purchases to be paid for outside the Stormwater Capital Project Fund and set the General Fund transfer amount to the Stormwater Capital Fund at \$2,735,000 for future years.

Third quarter expenditures in total were within budget. All General Fund capital equipment has been funded in Local Option Sales Tax Series IV, therefore the only savings that can be realized are in operating and personal services.

Tree Planting Trust Fund

The Tree Planting Trust Fund revenue and expenditures are recorded in the General Fund. For the third quarter the Tree Planting Trust Fund account contributions and interest income equaled \$11,600 with expenditures or encumbrances totaling \$16,400.

A schedule of the revenues received through the third quarter of FY 2021 has been provided along with the address of the property, the district the property is within, the amount received and the reason for the removal of the tree.

The balance in the Tree Planting Trust Fund at the end of the third quarter was \$522,900.

Park Purchases Trust Fund

The Park Purchases Trust Fund revenue and expenditures are recorded in the General Fund. For the third quarter the Park Purchases Trust Fund account contributions and Interest Income received was \$8,400. There were no expenditures or encumbrances.

The unencumbered balance in the Park Purchases Trust Fund at the end of the third quarter was \$119,100.

At the April 8, 2021 City Council Meeting, Supplemental Budget Resolution No. 2021-19 was adopted appropriating \$110,000 from the unencumbered Park Purchases Trust Fund for the purchase of property to expand Magee Field. This appropriation will leave an unencumbered fund balance of \$9,100 in the Park Purchases Trust Fund.

Housing Initiatives Fund

The Housing Initiatives Fund is dedicated to receive specified funds to supplement existing and future adopted Housing Program Initiatives. This initiative moves City-owned surplus properties back into productive use through the development and sale of surplus properties. The proceeds from those sales can be dedicated to expanding existing homeowner assistance programs. These funds have been recorded in the General Fund as the "Housing Initiatives Fund".

On September 10, 2020, City Council adopted Supplemental Budget Resolution No. 2020-36 that shifted the balance of the City's General Fund Inner City Housing Initiatives Fund to the Housing Initiatives Fund in an effort to consolidate those funds to be used towards the purpose of implementing the 500 Homes in Five Years Initiative.

For the third quarter of FY 2021 the Housing Initiatives Fund account contributions plus interest income equaled \$6,400 and the expenditures totaled \$17,500. The total balance in the Housing Initiatives Fund at the end of the third quarter was \$504,500.

Local Option Gasoline Tax Fund:

Local Option Gasoline Tax revenues of \$926,300 exceeded budget by \$26,300 or 2.92% through the third quarter of FY 2021.

Stormwater Utility Fund:

Total Stormwater Utility Fee revenue of \$2,801,100 represents 102.42% of budgeted Stormwater Utility Fee Revenue for the fiscal year.

Fund expenditures are consistent with budget for the third quarter. As previously mentioned, a projected fund balance for future year appropriations was \$67,300 after the adoption of Supplemental Budget Resolution No. 2020-59. The resolution included a drawdown of fund balance for the refurbishment of a Street Sweeper and to address the decrease in State Right of Way Maintenance revenues due to the construction and repairs of the General Daniel "Chappie" James Bridge. The FY 2022 Budget includes an increase in the Stormwater Utility Fee ESU rate, increasing from \$72.24 per ESU to \$76.12 with a subsequent increase in the FY 2023 Budget to the maximum amount approved by City Council of \$80 per ESU over the next two-year period in order to provide sufficient funding for the ongoing replacement of capital equipment and operations.

In December 2020, City Council allocated \$250,000 from the Local Option Sales Tax Fund on Supplemental Budget Resolution No. 2020-59 for the replacement of a Street Sweeper.

Parking Management Fund:

For the third quarter of FY 2021 revenues exceeded expenses by \$51,600. Since FY 2021 is the first year Parking Management came under the management of the City, there is no year over year comparative data. Parking revenues were impacted during the first months of FY 2021 by COVID-19 and the closure of the General Daniel "Chappie" James Jr. Bridge due to Hurricane Sally damage, however parking activities since that time continue to increase through the third quarter.

Expenditures for Parking Management were consistent with budget.

Parking Management is now collecting the Boat Launch Fees. Currently two of the four boat ramp locations are active, Bayou Texar and 17th Avenue, the other two locations at Sanders Beach and Bayview Park that were damaged by Hurricane Sally remain non-operational. Boat Launch Fees in the amount of \$9,800 were collected in the third quarter of this fiscal year due to this damage. However, Boat Launch Fees are anticipated to meet budget by fiscal year end since most of the revenues are deposited during the summer months.

Municipal Golf Course Fund:

During the third quarter FY 2021, the Golf Course expenditures (including total City sponsored pension costs) exceeded revenues by \$124,100 before the General Fund subsidy of \$187,500. When compared to FY 2020, revenue for this fiscal year is \$40,000 more than the prior year third quarter revenues. This increase in revenues is mainly due to the warmer weather and essential services provided at Osceola during the COVID-19 Pandemic. The Golf Course was not required to shut down during the COVID-19 Pandemic, thus the increased play resulted as the ability to be socially distant was made possible at the Osceola Golf Course.

During the third quarter of FY 2020, 16,101 rounds were played plus 4,771 of driving range usage and in the third quarter of FY 2021, 16,503 rounds were played plus 4,980 of driving range usage, an increase of 402 rounds and an increase of 209 driving range usage. Staff will continue to advertise the golf course through local media outlets as well as continue to keep the golf course's website updated. Additionally, Staff will continue to monitor revenues and implement various strategies as appropriate.

Concession payments from Fusion Grill, Inc. are current through the third quarter of FY 2021.

Expenditures at the Golf Course are consistent with the adopted FY 2021 Budget.

Inspection Services Fund:

In total, revenues (including total City sponsored pension costs) exceeded expenses by \$786,200. When compared to FY 2020, revenues for this fiscal year exceeded prior year through third quarter by \$976,000. This is due to the continued strong construction activity locally, an influx of repair permits from Hurricane Sally Damage, and demand for housing. Revenue increases are primarily in Building Permits, Zoning Review and Permit Application Fees.

Expenditures for Inspection Services were consistent with budget.

Roger Scott Tennis Center:

The City's three-year contract that began on January 1, 2018 with Gulf Coast Tennis Group, LLC for the operation and management of the Roger Scott Tennis Center continues to be extended monthly while new contract negotiations continue. The new contract language is still in review by City Staff and the operation management agreement is month by month until the new contract is executed. As part of the current contract, the City receives a minimum annual guaranteed revenue of \$125,000, which is estimated to fund the City's cost of operations. For the third quarter, revenue exceeded expenditures by \$61,200. Activity at the Roger Scott Tennis Center has declined due to the COVID-19 Pandemic, but continues to increase over the prior year's activity for the third quarter. Expenditures are not anticipated to exceed budget by fiscal year end.

To help businesses cope with the economic impacts of COVID-19, the City offered a commercial rent/lease deferral program to qualified lessees through June 30, 2020. Under the program, businesses were allowed to apply for deferrals on rent payments due in April, May, and June. Deferred payments are required to be paid in equal installments over a 12 month period or over the months remaining on the existing lease, whichever is the lesser period, commencing July 1, 2020, along with the rent/lease payment, which is also due on those dates.

The following is a comparison of the activity at Roger Scott Tennis Center between Fiscal Years 2020 and 2021.

	3RD QTR FY 2020	3RD QTR FY 2021	DIFF
Daily Participants			
Hard Courts	921	867	(54)
All Courts (Includes Clay Courts)	2,341	1,938	(403)
Sub-Total	<u>3,262</u>	<u>2,805</u>	<u>(457)</u>
Playing Members	15,467	15,422	(45)
Sub-Total	<u>18,729</u>	<u>18,227</u>	<u>(502)</u>
Instructional Students	19,136	18,528	(608)
Rentals/Special Events/Programs	6,427	7,061	634
Total Players	<u>44,292</u>	<u>43,816</u>	<u>(476)</u>

Community Maritime Park Management Services Fund:

For the third quarter of FY 2021, Park Operations revenues were higher than expenses by \$75,600 (excluding Renewal & Replacement). The higher than normal revenues can be attributed to the "Parcel Option Payments" which were \$356,500 for the third quarter. Expenditures normally exceed revenues through the fourth quarter of the fiscal year when the majority of the revenues generated at the Community Maritime Park are received or accrued. When compared to FY 2020, revenue for this fiscal year is \$399,800 higher the prior year for the third quarter and is from the aforementioned Parcel Option Payments.

The Community Maritime Park is another area that has been impacted by the COVID-19 Pandemic. There are limited activities at the park due to COVID, however Baseball Season resumed on May 4, 2021 with the first home game on May 11, 2021. Large event activities at the Park will generate parking revenues that have been absent since the beginning of the pandemic. Additional park activities continue to resume at the park through the remainder of the fiscal year.

Events held at the stadium include Fireworks, Free Yoga classes, a Summer Movie Night Series with Fireworks, a new Ballpark Golf Competition, Pensacola Food Truck Festival, Gourmet Dining at the Home with the Blue Wahoos Diamond Dinners, along with the Blue Wahoos baseball & University of West Florida football games. Due to COVID-19, wearing a face mask and physical distancing is required inside of the Blue

Wahoos Stadium and while moving throughout the ballpark to help all enjoy the shows and activities.

Expenditures were consistent with budget.

Local Option Sales Tax Fund:

Third quarter revenues exceeded budget by \$611,000 or 9.92%. Expenditures in total were consistent with budget for the third quarter. Once the final impact is known of the COVID-19 Pandemic to the Local Option Sales Tax revenues, projects may need to be adjusted to address any revenue shortfall, should it appear to impact the life of the Local Option Sales Tax Series IV plan. At the end of FY 2020 LOST revenue came in \$612,500 under the original budgeted amount of \$9,397,800.

The LOST Series IV Plan is an 11 year plan, therefore it is anticipated that over the lifespan of LOST IV, future year revenues would increase enough to cover the shortfall experienced in FY 2020. Should FY 2021 revenues continue to exceed budget by fiscal year end, adjustments will be made to future year revenues back to pre-COVID levels.

All bond eligible expenses have been accounted for separately. An extension of the Local Option Sales Tax was approved in November 2014 and began January 1, 2018. It will expire on December 31, 2028. This is the fourth series of the Local Option Sales Tax. However, on October 18, 2017, the City issued the \$25 million Infrastructure Sales Surtax Revenue bond, Series 2017 in order to fund projects identified in the LOST IV Plan.

It is anticipated that a draw upon the City's pooled cash to cover cash shortfalls in the fund will occur. This is projected to be necessary through the end of the life of the LOST IV Series. Also, fund balance may be negative based on anticipated project completion dates.

Stormwater Capital Projects Fund:

The General Fund transfer in the amount of \$2,735,000 to the Stormwater Capital Projects Fund will no longer equal the revenue fee collection in the Stormwater Utility Fund. During May 2021 City Council adopted Resolution No. 2021-32 amending the City's Financial Planning and Administrative Policy that provides greater flexibility allowing Stormwater Capital purchases to be paid for outside the Stormwater Capital Project Fund and set the General Fund transfer amount to the Stormwater Capital Fund at \$2,735,000 for future years.

Third quarter expenditures were within budget.

Gas Utility Fund:

Appropriated fund balance in the amount of \$2,810,000 and operating revenue exceeded gas operating expenses and encumbrances (including total City sponsored pension costs) by \$1.05 million for the third quarter. The majority of capital outlay, debt

service and transfer expenditures occurred in the first quarter but will level out over the remainder of the fiscal year.

FY 2021 revenues were above third quarter FY 2020 revenues of which the majority is due to an increase in Residential User Fees in the amount of \$2,101,600 and Transportation User Fees in the amount of \$582,100. This can be mainly attributed to increases in gas costs.

Pensacola Energy utilizes recovery mechanisms for Weather Normalization Adjustment (WNA), Purchase Gas Adjustment (PGA) from the warm winter and an additional 10¢ in the Purchase Gas Adjustment (PGA) calculation to restore the Pensacola Energy reserve. The Reserve Recovery Rate was suspended for the third quarter and remains at the amount of \$1,103,400 collected through the second quarter.

As reflected in the rate study and in accordance with the plan that Pensacola Energy submitted to the state Public Service Commission for the replacement of cast iron and steel pipes, the Infrastructure Cost Recovery began in FY 2013. This fee is charged for expenses that were made in the prior fiscal year. For the third quarter of FY 2021, \$3,007,900 has been received from Infrastructure Cost Recovery Revenue.

Pensacola Energy's rate structure allows for an annual inflation adjustment component based on the Consumer Price Index (CPI) providing funding needed for operations and capital requirements to maintain the natural gas system. There was no increase for FY 2021 and there is no increase proposed in the FY 2022 Budget due to continued recovery from the COVID-19 Pandemic.

In total, expenses for the Gas Utility Fund were consistent with budget for the third quarter.

Sanitation Fund:

In total, appropriated fund balance in the amount of \$2,706,800 and operating revenue were below operating expenses and encumbrances (including total City sponsored pension costs) by \$901,500 for the third quarter. This is mainly due to the purchase of capital equipment through the third quarter of FY 2021. Sanitation Fund revenues for FY 2021 were \$820,200 below the FY 2020 revenues for the same time period due to no revenue being received from the Federal CNG rebates which have been used to offset the cost of capital equipment.

Sanitation customers started paying a surcharge for fuel/lubricants in April 2007. Through July 31, 2021, fuel surcharge revenues were below expenditures by \$11,500. The fuel surcharge rate increased from \$1.30 to \$1.40 effective August 2021. It is anticipated that with this increase in the fuel surcharge will meet budget by fiscal year end.

Due to the impacts of COVID-19 felt within the community, no sanitation rate increase based on CPI was included in the FY 2021 Budget. However, a \$1.00 per month increase to the Sanitation Equipment Surcharge was included in FY 2021 to provide

funding for much needed capital equipment replacements. In order to maintain future operations and capital requirements, an increase based on CPI is proposed in the FY 2022 Budget. This increase is based on the CPI increase that was not included in the FY 2021 Budget (1.5%) due to the COVID Pandemic and the regular CPI adjustment for the FY 2022 Budget (2.6%).

In total, third quarter Sanitation expenses were consistent with budget.

Port Fund:

For the third quarter the Port had an appropriated fund balance of \$251,700 and operating revenue (including \$82,500 transfers in from the Local Option Sales Tax Fund) were above operating expenses and encumbrances (including total City sponsored pension costs) by \$2,245,900. Operating revenues for FY 2021 were \$1,857,200 above the FY 2020 operating revenues for the same time period. The majority of this increase is due to an increase in Storage, Property Rental, and Hurricane Sally Insurance revenue. Revenue increases can be attributed to increased vessel traffic through the third quarter and Port Tariff rate revisions that went into effect in February 2021, which included increases dockage rates and security fees, as well as the increased importation of wind generator component feedstocks for the local GE plant.

Port expenses, in total, were at budget and are \$221,900 above FY 2020 expenses for the same time period. Due to the previously mentioned increased activity, revenues and expenses continue to be closely monitored at the Port.

Airport Fund:

Appropriated fund balance of \$9.2 million and operating revenue exceeded expenses and encumbrances (including total City sponsored pension costs) by \$7,120,100 for the third quarter. The Airport has received funds from the CARES Act to help with Operations and Maintenance recovery of the COVID-19 Pandemic as well as supplementing any revenue shortfalls. To date the Airport has received \$10.1 million in total CARES funding. The second Federal allocation of COVID Funding for the Airport will be used to offset operating expenses such as payroll and janitorial services.

When comparing the month of June 2020 to the month of June 2021, passenger traffic at Pensacola International Airport has increased by 253%. For the nine months that comprised the third quarter of FY 2021 (October through June), the number of total passengers increased by 25.4% over the same period in FY 2020. The increase is due the COVID-19 Pandemic recovery.

Airport operating revenues were \$1,457,500 below the FY 2020 operating revenue for the same time period. Airline Revenues were also below the prior year by \$2,665,700 and Non-Airline Revenues were \$1,208,200 above the prior fiscal year. The decrease in Airline Revenues is a direct result of the impacts from the COVID-19 Pandemic and are mainly from Airline Rentals, Baggage Handling System, Loading Bridge Fees, and Apron Area Rental Fees totaling a \$2,645,600 decrease over the prior year. Signatory Air Carrier Landing fees are currently \$0.29 per 1,000 lbs. as compared to last fiscal year when the

charge was \$0.48 per 1,000 lbs. All Air Carrier Landing Fees are recalculated annually. The bulk of the Non-Airline Revenue increase is from Gift Shop, Restaurant & Lounge, Rental Cars, and Rental Car CFC Revenue that is above the prior fiscal year by \$1,287,500.

It should be noted, that the Airport's agreement with the airlines provides for the airlines to fund any shortfall, excluding incentives, should they occur. City Council has approved new airline agreements establishing the business strategy and rate making formula for the Pensacola International Airport. These five-year agreements use an industry-standard structure to allow the Airport to continue to maintain full financial self-sufficiency with no reliance on the City's General Fund.

Expenses for the third quarter are consistent with budget.

Insurance Retention Fund / Central Services Fund:

These funds are categorized as internal service funds. They provide services to the City's other operating funds. Revenues and expenses in these funds were consistent with budgeted levels.

Investment Schedule / Debt Service Schedule:

Also provided for information is a listing of City investments and a listing of the City's various debt issues.

The weighted interest rates received on investments during the third quarter of the last three fiscal years are as follows:

	<u>FY 2021</u>	<u>FY 2020</u>	<u>FY 2019</u>
April	0.20%	1.50%	2.21%
May	0.20%	1.51%	2.28%
June	0.19%	1.36%	2.25%

Legal Costs Schedule:

A schedule of legal costs paid to attorneys and/or firms who have provided services to the City has also been included in the quarterly report. This schedule lists the payee, the amount paid and the nature of the services provided to the City.

Contracts/Expenditures Over \$25,000:

A schedule of contracts and expenditures over \$25,000 approved by the Mayor have been included for the months of April, May, and June.

Tree Planting Trust Fund:

The Tree Planting Trust Fund Schedule in this financial report provides the revenues received through the third quarter of FY 2021 along with the address of the property, the district the property is within, the amount received and the reason for the removal of the tree.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)**

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 1,700,000	3,874,805	3,874,805	3,874,805	100.00%	3,594,082	100.00%	3,416,091	100.00%
REVENUES:									
GENERAL PROPERTY TAXES									
Current Taxes	17,860,900	17,860,900	17,860,900	18,093,919	101.30%	16,896,732	100.44%	16,896,732	100.00%
Delinquent Taxes	30,000	30,000	30,000	16,376	54.59%	11,537	38.46%	56,368	100.00%
Sub-Total	17,890,900	17,890,900	17,890,900	18,110,295	101.23%	16,908,269	100.33%	16,953,100	100.00%
FRANCHISE FEE									
Gulf Power - Electricity	6,068,800	6,068,800	6,068,800	3,579,838	58.99%	3,433,735	59.39%	5,743,223	100.00%
City of Pensacola - Gas	975,000	975,000	975,000	767,642	78.73%	705,975	74.31%	902,541	100.00%
ECUA - Water and Sewer	1,964,200	1,964,200	1,964,200	1,205,988	61.40%	1,218,357	63.27%	1,871,688	100.00%
Sub-Total	9,008,000	9,008,000	9,008,000	5,553,468	61.65%	5,358,067	61.89%	8,517,452	100.00%
PUBLIC SERVICE TAX									
Gulf Power - Electricity	6,744,200	6,744,200	6,744,200	4,098,832	60.78%	3,921,793	62.29%	6,478,923	100.00%
City of Pensacola - Gas	823,700	823,700	823,700	655,952	79.63%	597,465	73.99%	780,785	100.00%
ECUA - Water	1,320,000	1,320,000	1,320,000	787,660	59.67%	820,417	67.37%	1,288,892	100.00%
Miscellaneous	30,000	30,000	30,000	31,640	105.47%	21,620	72.07%	31,711	100.00%
Sub-Total	8,917,900	8,917,900	8,917,900	5,574,084	62.50%	5,361,295	64.19%	8,580,311	100.00%
LOCAL BUSINESS TAX									
Local Business Tax	900,000	900,000	900,000	907,774	100.86%	931,422	101.68%	944,046	100.48%
Local Business Tax Penalty	15,000	15,000	15,000	16,756	111.71%	14,583	104.16%	15,033	76.90%
Sub-Total	915,000	915,000	915,000	924,530	101.04%	946,005	101.72%	959,079	100.00%

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)**

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
REVENUES: (continued)									
LICENSES, PERMITS & PENALTIES									
Special Permits (Planning)	45,000	45,000	45,000	79,468	176.60%	84,675	169.35%	108,194	100.00%
Taxi Permits	8,000	8,000	8,000	0	0.00%	3,370	56.17%	3,401	100.00%
Fire Permits	23,000	23,000	23,000	13,585	59.07%	17,090	81.38%	21,300	100.00%
Tree Removal & Pruning Permits	0	0	0	2,775	----	2,950	----	2,475	100.00%
Sub-Total	76,000	76,000	76,000	95,828	126.09%	108,085	140.37%	135,370	100.00%
INTERGOVERNMENTAL									
FEDERAL									
Payment in Lieu of Taxes	10,500	10,500	10,500	12,949	123.32%	9,197	54.10%	9,198	100.00%
STATE									
1/2 Cent Sales Tax	5,262,900	5,262,900	5,262,900	3,793,881	72.09%	3,153,651	59.91%	4,917,734	100.00%
Beverage License Tax	110,000	110,000	110,000	123,785	112.53%	118,421	107.66%	120,552	100.00%
Mobile Home Tax	11,000	11,000	11,000	8,970	81.55%	8,636	78.51%	11,881	100.67%
Communication Services Tax	3,148,100	3,148,100	3,148,100	2,065,186	65.60%	2,109,907	68.68%	3,185,927	100.00%
State Rev Sharing - Motor Fuel Tax	541,300	541,300	541,300	400,487	73.99%	388,315	72.46%	532,969	100.00%
State Rev Sharing - Sales Tax	1,853,700	1,853,700	1,853,700	1,370,795	73.95%	1,326,100	73.68%	1,821,496	100.00%
Gas Rebate Municipal Vehicles	12,000	12,000	12,000	14,672	122.27%	12,775	106.46%	26,691	100.00%
Fire Fighter Supplemental Compensation	45,000	45,000	45,000	30,517	67.82%	23,413	53.21%	45,299	100.00%
Sub-Total	10,994,500	10,994,500	10,994,500	7,821,242	71.14%	7,150,415	65.80%	10,671,747	100.00%
OTHER CHARGES FOR SERVICES									
Swimming Pool Fees	0	0	0	204	----	65	----	68	100.00%
Boat Launch Fees	18,000	0	0	0	----	4,588	22.94%	4,613	100.00%
Esc. School Board - SRO	345,700	345,700	345,700	200,876	58.11%	192,430	72.62%	244,563	100.00%
ECSD - 911 Calltakers	244,500	244,500	244,500	237,128	96.98%	228,765	92.99%	246,000	100.00%
Downtown Improvement Board - COPS	60,000	60,000	60,000	30,000	50.00%	30,000	50.00%	45,000	100.00%
State Traffic Signal Maintenance	326,600	326,600	326,600	0	0.00%	0	0.00%	368,949	100.00%
State Street Light Maintenance	312,700	312,700	312,700	396,762	126.88%	0	0.00%	359,051	100.00%
State Reimbursable Agreements	100,000	480,576	480,576	195,870	40.76%	0	----	211,305	100.00%
Miscellaneous	45,000	45,000	45,000	20,694	45.99%	20,404	45.34%	23,681	100.00%
Sub-Total	1,452,500	1,815,076	1,815,076	1,081,534	59.59%	476,252	35.52%	1,503,230	100.00%

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)**

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
REVENUES: (continued)									
FINES, FORFEITURES & PENALTIES									
POLICE									
Court Fines	12,500	12,500	12,500	7,803	62.42%	10,463	83.70%	12,977	100.00%
Traffic Fines	110,000	110,000	110,000	47,509	43.19%	64,509	75.89%	84,988	100.00%
OTHER FINES									
Miscellaneous	6,000	6,000	6,000	1,000	16.67%	2,998	49.97%	3,436	100.00%
Sub-Total	<u>128,500</u>	<u>128,500</u>	<u>128,500</u>	<u>56,312</u>	<u>43.82%</u>	<u>77,970</u>	<u>75.33%</u>	<u>101,401</u>	<u>100.00%</u>
INTEREST									
Investments and Deposits	0	0	0	78,017	----	129,495	40.47%	406,521	96.27%
Sub-Total	<u>0</u>	<u>0</u>	<u>0</u>	<u>78,017</u>	<u>----</u>	<u>129,495</u>	<u>40.47%</u>	<u>406,521</u>	<u>96.27%</u>
OTHER REVENUES									
Miscellaneous	400,000	400,000	400,000	226,965	56.74%	277,864	69.47%	571,958	98.12%
Miscellaneous - Saenger Facility Fee	75,000	75,000	75,000	0	0.00%	0	0.00%	61,402	100.00%
Sale of Assets	50,000	50,000	50,000	33,746	67.49%	31,944	63.89%	89,569	100.00%
Sub-Total	<u>525,000</u>	<u>525,000</u>	<u>525,000</u>	<u>260,711</u>	<u>49.66%</u>	<u>309,808</u>	<u>59.01%</u>	<u>722,929</u>	<u>98.51%</u>
Sub-Total Revenues	<u>49,908,300</u>	<u>50,270,876</u>	<u>50,270,876</u>	<u>39,556,021</u>	<u>78.69%</u>	<u>36,825,661</u>	<u>76.68%</u>	<u>48,551,140</u>	<u>99.95%</u>
TRANSFERS IN									
Gas Utility Fund	8,000,000	8,000,000	8,000,000	8,000,000	100.00%	8,000,000	100.00%	8,000,000	100.00%
Sub-Total	<u>8,000,000</u>	<u>8,000,000</u>	<u>8,000,000</u>	<u>8,000,000</u>	<u>100.00%</u>	<u>8,000,000</u>	<u>100.00%</u>	<u>8,000,000</u>	<u>100.00%</u>
TOTAL REVENUES	<u>57,908,300</u>	<u>58,270,876</u>	<u>58,270,876</u>	<u>47,556,021</u>	<u>81.61%</u>	<u>44,825,661</u>	<u>80.01%</u>	<u>56,551,140</u>	<u>99.95%</u>
TOTAL REVENUES AND FUND BALANCE	<u>\$ 59,608,300</u>	<u>62,145,681</u>	<u>62,145,681</u>	<u>51,430,826</u>	<u>82.76%</u>	<u>48,419,743</u>	<u>81.22%</u>	<u>59,967,231</u>	<u>99.96%</u>

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)**

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES:									
CITY COUNCIL									
Personnel Services	\$ 758,700	751,200	751,170	474,994	63.23%	439,735	64.28%	600,028	87.36%
City Sponsored Pensions	0	0	55	35	63.64%	35	35.00%	47	47.00%
Sub-Total	758,700	751,200	751,225	475,029	63.23%	439,770	64.28%	600,075	87.36%
Operating Expenses	490,900	876,429	876,404	376,188	42.92%	398,302	51.60%	364,764	47.42%
Sub-Total	1,249,600	1,627,629	1,627,629	851,217	52.30%	838,072	57.55%	964,839	66.26%
Allocated Overhead/(Cost Recovery)	(379,600)	(379,600)	(379,600)	(284,700)	75.00%	(307,500)	75.00%	(379,600)	100.00%
Sub-Total	870,000	1,248,029	1,248,029	566,517	45.39%	530,572	50.72%	585,239	54.36%
MAYOR									
Personnel Services	1,527,800	1,527,800	1,533,541	1,178,338	76.84%	1,022,009	68.58%	1,412,846	94.06%
City Sponsored Pensions	47,000	47,000	47,030	47,006	99.95%	47,000	100.00%	47,000	100.00%
Sub-Total	1,574,800	1,574,800	1,580,571	1,225,344	77.53%	1,069,009	69.54%	1,459,846	94.24%
Operating Expenses	481,100	507,726	581,460	423,021	72.75%	376,582	66.87%	429,353	77.88%
Sub-Total	2,055,900	2,082,526	2,162,031	1,648,365	76.24%	1,445,591	68.82%	1,889,199	89.94%
Allocated Overhead/(Cost Recovery)	(834,900)	(874,900)	(874,900)	(656,175)	75.00%	(563,325)	75.00%	(834,900)	100.00%
Sub-Total	1,221,000	1,207,626	1,287,131	992,190	77.09%	882,266	65.39%	1,054,299	83.31%
CITY CLERK									
Personnel Services	298,100	298,100	298,750	219,825	73.58%	211,411	72.65%	287,161	98.61%
City Sponsored Pensions	28,100	28,100	28,100	28,100	100.00%	28,100	100.00%	28,100	100.00%
Sub-Total	326,200	326,200	326,850	247,925	75.85%	239,511	75.06%	315,261	98.74%
Operating Expenses	57,000	57,000	56,350	39,719	70.49%	35,079	60.69%	42,305	73.45%
Sub-Total	383,200	383,200	383,200	287,644	75.06%	274,590	72.85%	357,566	94.87%
Allocated Overhead/(Cost Recovery)	(85,600)	(85,600)	(85,600)	(64,200)	75.00%	(108,300)	75.00%	(85,600)	100.00%
Sub-Total	297,600	297,600	297,600	223,444	75.08%	166,290	71.52%	271,966	93.36%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021**

	(Unaudited)							
	FY 2021		FY 2020					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	% OF BUDGET 06/21	ACTUAL 06/21	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)								
LEGAL								
Personnel Services	917,200	917,200	917,200	736,324	80.28%	637,201	866,275	98.69%
City Sponsored Pensions	18,900	18,900	18,900	18,900	100.00%	18,900	18,900	100.00%
Sub-Total	936,100	936,100	936,100	755,224	80.68%	656,101	885,175	98.71%
Operating Expenses	200,100	200,100	200,100	95,206	47.58%	93,651	123,488	72.00%
Sub-Total	1,136,200	1,136,200	1,136,200	850,430	74.85%	749,752	1,008,663	94.43%
Allocated Overhead/(Cost Recovery)	(296,600)	(296,600)	(296,600)	(222,450)	75.00%	(202,800)	(296,600)	100.00%
Sub-Total	839,600	839,600	839,600	627,980	74.80%	546,952	712,063	92.28%
HUMAN RESOURCES								
Personnel Services	883,000	883,000	887,417	652,025	73.47%	613,032	826,663	99.96%
City Sponsored Pensions	107,700	107,700	107,832	107,803	99.97%	107,800	107,836	99.94%
Sub-Total	990,700	990,700	995,249	759,828	76.35%	720,832	934,499	99.96%
Operating Expenses	183,600	193,600	189,051	136,559	72.23%	121,661	180,764	82.27%
Sub-Total	1,174,300	1,184,300	1,184,300	896,387	75.69%	842,493	1,115,263	96.59%
Allocated Overhead/(Cost Recovery)	(375,900)	(375,900)	(375,900)	(281,925)	75.00%	(256,650)	(375,900)	100.00%
Sub-Total	798,400	808,400	808,400	614,462	76.01%	585,843	739,363	94.95%
NON-DEPARTMENTAL FUNDING								
Operating Expenses	4,174,300	4,651,882	4,651,882	3,932,432	84.53%	3,644,748	3,785,493	89.14%
Sub-Total	4,174,300	4,651,882	4,651,882	3,932,432	84.53%	3,644,748	3,785,493	89.14%
FINANCIAL SERVICES								
Personnel Services	1,834,700	1,842,200	1,854,790	1,359,654	73.31%	1,188,525	1,644,354	99.10%
City Sponsored Pensions	257,900	257,900	258,410	258,201	99.92%	258,193	258,295	99.96%
Sub-Total	2,092,600	2,100,100	2,113,200	1,617,855	76.56%	1,446,718	1,902,649	99.21%
Operating Expenses	380,700	409,893	396,793	278,933	70.30%	283,193	338,787	86.10%
Sub-Total	2,473,300	2,509,993	2,509,993	1,896,788	75.57%	1,729,911	2,241,436	96.98%
Allocated Overhead/(Cost Recovery)	(1,445,000)	(1,445,000)	(1,445,000)	(1,083,750)	75.00%	(1,166,250)	(1,445,000)	100.00%
Sub-Total	1,028,300	1,064,993	1,064,993	813,038	76.34%	563,661	796,436	91.95%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)**

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)									
PLANNING SERVICES									
Personnel Services	673,100	673,100	701,100	515,130	73.47%	526,669	74.53%	708,842	99.52%
City Sponsored Pensions	65,900	65,900	65,900	65,900	100.00%	65,900	100.00%	65,900	100.00%
Sub-Total	739,000	739,000	767,000	581,030	75.75%	592,569	76.70%	774,742	99.56%
Operating Expenses	304,300	305,895	219,695	115,028	52.36%	125,035	27.79%	170,954	38.47%
Sub-Total	1,043,300	1,082,330	1,002,825	712,188	71.02%	717,604	58.70%	945,696	77.36%
PARKS & RECREATION									
Personnel Services	3,525,700	3,525,700	3,430,233	2,239,727	65.29%	2,146,455	71.59%	2,907,920	96.86%
City Sponsored Pensions	655,200	655,200	655,767	655,521	99.96%	655,516	99.94%	655,622	100.00%
Sub-Total	4,180,900	4,180,900	4,086,000	2,895,248	70.86%	2,801,971	76.68%	3,563,542	97.42%
Operating Expenses	2,980,300	3,266,665	3,361,565	2,416,331	71.88%	1,989,531	60.61%	2,549,138	77.68%
Sub-Total	7,161,200	7,447,565	7,447,565	5,311,579	71.32%	4,791,502	69.08%	6,112,680	88.09%
Allocated Overhead/(Cost Recovery)	(8,900)	(8,900)	(8,900)	(6,675)	75.00%	(5,700)	75.00%	(8,900)	100.00%
Sub-Total	7,152,300	7,438,665	7,438,665	5,304,904	71.32%	4,785,802	69.07%	6,103,780	88.07%
PUBLIC WORKS & FACILITIES									
Personnel Services	1,707,500	1,707,500	1,718,299	1,251,320	72.82%	1,134,580	69.74%	1,561,598	94.81%
City Sponsored Pensions	276,300	276,300	276,601	276,416	99.93%	276,428	99.94%	276,472	99.97%
Sub-Total	1,983,800	1,983,800	1,994,900	1,527,736	76.58%	1,411,008	74.13%	1,838,070	95.55%
Operating Expenses	3,065,700	4,102,645	4,091,545	2,344,004	57.29%	1,814,948	47.93%	2,754,763	67.09%
Sub-Total	5,049,500	6,086,445	6,086,445	3,871,740	63.61%	3,225,956	56.70%	4,592,833	76.17%
Allocated Overhead/(Cost Recovery)	(298,700)	(298,700)	(298,700)	(224,025)	75.00%	(220,050)	75.00%	(298,700)	100.00%
Sub-Total	4,750,800	5,787,745	5,787,745	3,647,715	63.02%	3,005,906	55.70%	4,294,133	74.93%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)**

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)									
FIRE									
Personnel Services	7,747,700	7,999,000	7,994,770	5,938,017	74.27%	5,437,677	73.30%	7,439,736	99.91%
City Sponsored Pensions	1,281,500	1,281,500	1,286,730	1,285,457	99.90%	1,135,716	99.82%	1,165,462	99.98%
Sub-Total	9,029,200	9,280,500	9,281,500	7,223,474	77.83%	6,573,393	76.83%	8,605,198	99.92%
Operating Expenses	1,666,000	1,700,371	1,699,371	1,127,165	66.33%	1,044,911	64.97%	1,441,284	92.88%
Sub-Total	10,695,200	10,980,871	10,980,871	8,350,639	76.05%	7,618,304	74.95%	10,046,482	98.84%
POLICE									
Personnel Services	15,387,800	15,387,800	15,301,395	11,138,862	72.80%	11,010,510	73.90%	14,803,268	95.80%
City Sponsored Pensions	4,461,700	4,461,700	4,466,823	4,465,334	99.97%	4,564,204	99.88%	4,566,435	99.86%
Sub-Total	19,849,500	19,849,500	19,768,218	15,604,196	78.94%	15,574,714	80.00%	19,369,703	96.72%
Operating Expenses	3,903,000	3,903,440	3,984,722	2,984,540	74.90%	2,849,860	67.89%	3,511,968	96.45%
Sub-Total	23,752,500	23,752,940	23,752,940	18,588,736	78.26%	18,424,574	77.85%	22,881,671	96.68%
TRANSFERS OUT									
Municipal Golf Course Fund	250,000	250,000	250,000	187,500	75.00%	187,500	75.00%	250,000	100.00%
Stormwater Capital Projects Fund	2,735,000	2,735,000	2,735,000	2,735,000	100.00%	2,728,664	99.77%	2,732,167	100.00%
Sub-Total	2,985,000	2,985,000	2,985,000	2,922,500	97.91%	2,916,164	97.69%	2,982,167	100.00%
TOTAL EXPENDITURES	\$ 59,608,300	62,145,681	62,145,681	47,296,745	76.11%	44,388,686	74.46%	55,198,788	92.01%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

CITY OF PENSACOLA
TREE PLANTING TRUST - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	528,007	528,007	528,007	100.00%	100,000	100.00%	71,500	100.00%
REVENUES:									
Tree Trust Fund	0	0	0	9,800	----	27,700	----	28,500	100.00%
Interest	0	0	0	1,776	----	5,823	----	7,056	----
TOTAL REVENUES	0	0	0	11,576	----	33,523	----	35,556	124.76%
TOTAL REVENUES AND FUND BALANCE	\$ 0	528,007	528,007	539,583	102.19%	133,523	133.52%	107,056	107.06%
EXPENDITURES:									
Operating Expenses	0	528,007	528,007	16,390	3.10%	0	0.00%	0	0.00%
Sub-Total	0	528,007	528,007	16,390	3.10%	0	0.00%	0	0.00%
TOTAL EXPENDITURES	\$ 0	528,007	528,007	16,390	3.10%	0	0.00%	0	0.00%

CITY OF PENSACOLA
PARK PURCHASES - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	100.00%	0	----
REVENUES:									
Park Purchases Fund	0	0	0	8,075	----	0	100.00%	0	----
Interest	0	0	0	372	----	1,283	----	1,555	----
TOTAL REVENUES	0	0	0	8,447	----	1,283	158.20%	1,555	----
TOTAL REVENUES AND FUND BALANCE	<u>\$ 0</u>	<u>0</u>	<u>0</u>	<u>8,447</u>	----	<u>1,283</u>	----	<u>1,555</u>	----
EXPENDITURES:									
Personnel Services	\$ 0	0	0	0	----	0	----	0	----
Operating Expenses	0	0	0	0	----	0	----	0	----
Capital Outlay	0	0	0	0	----	0	----	0	----
Sub-Total	0	0	0	0	----	0	----	0	----
TOTAL EXPENDITURES	<u>\$ 0</u>	<u>0</u>	<u>0</u>	<u>0</u>	----	<u>0</u>	----	<u>0</u>	----

CITY OF PENSACOLA
HOUSING INITIATIVES FUND - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	515,879	515,879	515,879	100.00%	501,072	100.00%	504,341	100.00%
REVENUES:									
Sale of Asset	0	0	0	4,621	----	0	----	0	----
Miscellaneous	0	0	0	0		0	----	8,270	----
Interest	0	0	0	1,735	----	5,888	----	7,136	----
TOTAL REVENUES	0	0	0	6,356	----	5,888	----	15,406	----
TOTAL REVENUES AND FUND BALANCE	\$ 0	515,879	515,879	522,235	101.23%	506,960	101.18%	519,747	103.05%
EXPENDITURES:									
Personnel Services	\$ 0	0	42,800	12,895	30.13%	0	----	0	0.00%
Operating Expenses	0	515,879	473,079	4,582	0.97%	9,300	17.97%	2,503	0.52%
Grants & Aids	0	0	0	0	----	0	0.00%	0	----
Sub-Total	0	515,879	515,879	17,477	3.39%	9,300	1.86%	2,503	0.49%
TOTAL EXPENDITURES	\$ 0	515,879	515,879	17,477	3.39%	9,300	1.86%	2,503	0.49%

CITY OF PENSACOLA
LOCAL OPTION GASOLINE TAX FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 159,500	159,500	159,500	159,500	100.00%	168,900	100.00%	182,594	100.00%
REVENUES:									
Gasoline Tax (6 cent local)	1,370,000	1,370,000	1,370,000	926,253	67.61%	854,803	62.39%	1,301,270	100.00%
Interest	0	0	0	5,255	----	9,412	62.75%	27,364	100.00%
Sub-Total	1,370,000	1,370,000	1,370,000	931,508	67.99%	864,215	62.40%	1,328,634	100.00%
TOTAL REVENUES	1,370,000	1,370,000	1,370,000	931,508	67.99%	864,215	62.40%	1,328,634	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 1,529,500	1,529,500	1,529,500	1,091,008	71.33%	1,033,115	66.49%	1,511,228	100.00%
EXPENDITURES:									
Allocated Overhead/(Cost Recovery)	7,200	7,200	7,200	5,400	75.00%	23,925	75.00%	7,200	100.00%
Sub-Total	7,200	7,200	7,200	5,400	75.00%	23,925	75.00%	7,200	100.00%
TRANSFERS OUT									
LOGT Debt Service Fund	1,522,300	1,522,300	1,522,300	0	0.00%	854,803	56.16%	1,504,028	100.00%
TOTAL EXPENDITURES	\$ 1,529,500	1,529,500	1,529,500	5,400	0.35%	878,728	56.55%	1,511,228	100.00%

CITY OF PENSACOLA
STORMWATER UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 244,300	350,500	350,500	350,500	100.00%	0	0.00%	428,333	100.00%
REVENUES:									
Stormwater Utility Fees	2,730,000	2,730,000	2,730,000	2,799,669	102.55%	2,726,710	99.88%	2,726,710	100.00%
Delinquent Stormwater Utility Fee	5,000	5,000	5,000	1,415	28.30%	1,954	39.08%	5,457	100.00%
Miscellaneous	0	0	0	0	----	2,852	----	2,852	100.00%
CHARGES FOR SERVICES:									
State Right of Way Maintenance	99,600	89,400	89,400	37,589	42.05%	67,660	67.93%	89,427	100.00%
Interest Income	0	0	0	3,891	----	7,548	150.96%	12,571	100.00%
TOTAL REVENUES	2,834,600	2,824,400	2,824,400	2,842,564	100.64%	2,806,724	98.84%	2,837,017	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 3,078,900	3,174,900	3,174,900	3,193,064	100.57%	2,806,724	85.89%	3,265,350	100.00%
EXPENDITURES:									
STORMWATER O & M									
Personnel Services	\$ 945,100	945,100	944,470	731,227	77.42%	640,578	67.63%	914,903	97.12%
City Sponsored Pensions	285,400	285,400	286,030	285,613	99.85%	285,678	99.97%	285,779	100.00%
Sub-Total	1,230,500	1,230,500	1,230,500	1,016,840	82.64%	926,256	75.13%	1,200,682	97.79%
Operating Expenses	574,600	578,600	578,123	284,966	49.29%	398,964	66.63%	526,284	94.26%
Capital Outlay	0	5,000	5,000	5,000	100.00%	0	----	0	0.00%
Allocated Overhead/(Cost Recovery)	206,100	206,100	206,100	154,575	75.00%	147,225	75.00%	206,100	100.00%
Sub-Total	2,011,200	2,020,200	2,019,723	1,461,381	72.36%	1,472,445	72.61%	1,933,066	96.79%
STREET CLEANING									
Personnel Services	447,100	447,100	446,759	334,586	74.89%	338,987	79.78%	452,267	99.99%
City Sponsored Pensions	77,200	77,200	77,541	77,266	99.65%	77,270	99.97%	77,292	100.00%
Sub-Total	524,300	524,300	524,300	411,852	78.55%	416,257	82.89%	529,559	99.99%
Operating Expenses	427,900	514,900	515,377	319,448	61.98%	318,115	67.09%	474,495	99.26%
Capital Outlay	0	0	0	0	----	130,626	87.08%	130,627	90.09%
Allocated Overhead/(Cost Recovery)	115,500	115,500	115,500	86,625	75.00%	85,200	75.00%	115,500	100.00%
Sub-Total	1,067,700	1,154,700	1,155,177	817,925	70.81%	950,198	76.63%	1,250,181	98.58%
TOTAL EXPENDITURES	\$ 3,078,900	3,174,900	3,174,900	2,279,306	71.79%	2,422,643	74.13%	3,183,247	97.49%

CITY OF PENSACOLA
PARKING MANAGEMENT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	0	----
REVENUES:									
Dumpster Loan Repayment	0	6,000	6,000	4,500	75.00%	0	----	0	----
Miscellaneous	0	0	0	73	----	0	----	0	----
Intrest Income	0	0	0	388	----	0	----	0	----
CHARGES FOR SERVICES:									
Boat Launch Fees	0	0	0	9,840	----	0	----	0	----
Parking Fines	0	375,796	375,796	266,639	70.95%	0	----	0	----
Parking Lot	0	126,988	126,988	57,480	45.26%	0	----	0	----
Parking Garage	0	491,976	491,976	98,349	19.99%	0	----	0	----
Parking Meters	0	205,644	205,644	130,665	63.54%	0	----	0	----
Parking on St Dumpsters	0	1,500	1,500	5,777	385.13%	0	----	0	----
SUB-TOTAL REVENUES	0	1,207,904	1,207,904	573,711	47.50%	0	----	0	----
TOTAL REVENUES	0	1,207,904	1,207,904	573,711	47.50%	0	----	0	----
TOTAL REVENUES AND FUND BALANCE	\$ 0	1,207,904	1,207,904	573,711	47.50%	0	----	0	----
EXPENDITURES:									
Personnel Services	\$ 0	493,450	495,550	214,305	43.25%	0	----	0	----
Operating Expenses	0	651,954	641,954	262,159	40.84%	0	----	0	----
Capital Outlay	0	22,500	30,400	15,634	51.43%	0	----	0	----
Allocated Overhead/(Cost Recovery)	0	40,000	40,000	30,000	75.00%	0	----	0	----
Sub-Total	0	1,207,904	1,207,904	522,098	43.22%	0	----	0	----
TOTAL EXPENDITURES	\$ 0	1,207,904	1,207,904	522,098	43.22%	0	----	0	----

**CITY OF PENSACOLA
MUNICIPAL GOLF COURSE FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)**

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	6,025	6,025	6,025	100.00%	4,800	100.00%	(23,926)	100.00%
REVENUES:									
GOLF COURSE CHARGES									
Green Fees	280,300	280,300	280,300	244,854	87.35%	229,802	81.35%	307,373	100.00%
Electric Cart Rentals	86,800	86,800	86,800	85,401	98.39%	76,144	87.72%	104,129	100.00%
Pull Cart Rentals	100	100	100	220	220.00%	156	78.00%	181	100.00%
Concessions	18,000	18,000	18,000	15,000	83.33%	13,500	75.00%	18,000	100.00%
Pro Shop Sales	13,000	13,000	13,000	14,845	114.19%	10,408	85.31%	14,788	100.01%
Tournaments	53,000	53,000	53,000	26,004	49.06%	26,285	47.88%	34,840	100.00%
Driving Range	30,500	30,500	30,500	33,189	108.82%	24,232	79.45%	33,358	100.00%
Capital Surcharge	37,000	37,000	37,000	29,920	80.86%	29,220	73.05%	38,907	100.00%
Miscellaneous	0	0	0	0	----	0	----	0	----
Interest Income	0	0	0	715	----	392	----	2,250	100.00%
SUB-TOTAL REVENUES	518,700	518,700	518,700	450,148	86.78%	410,139	78.11%	553,826	100.00%
TRANSFERS IN GENERAL FUND	250,000	250,000	250,000	187,500	75.00%	187,500	75.00%	250,000	100.00%
TOTAL REVENUES	768,700	768,700	768,700	637,648	82.95%	597,639	77.10%	803,826	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 768,700	774,725	774,725	643,673	83.08%	602,439	77.25%	779,900	100.00%
EXPENDITURES:									
OPERATIONS									
Personnel Services	\$ 383,400	383,400	383,400	276,046	72.00%	261,401	69.37%	358,599	95.17%
City Sponsored Pensions	47,000	47,000	47,000	47,000	100.00%	47,000	100.00%	47,000	100.00%
Sub-Total	430,400	430,400	430,400	323,046	75.06%	308,401	72.77%	405,599	95.71%
Operating Expenses	338,300	344,325	344,325	251,220	72.96%	230,130	64.63%	277,597	77.95%
TOTAL EXPENDITURES	\$ 768,700	774,725	774,725	574,266	74.13%	538,531	69.05%	683,196	87.60%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

CITY OF PENSACOLA
INSPECTION SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	8,972	8,972	8,972	100.00%	0	----	(100,449)	100.00%
REVENUES:									
Building Permits	860,000	892,700	892,700	1,413,586	158.35%	642,180	87.56%	886,975	100.14%
Electrical Permits	210,000	210,000	210,000	160,474	76.42%	140,771	62.12%	194,041	100.00%
Gas Permits	48,000	48,000	48,000	40,400	84.17%	34,575	80.22%	45,175	100.00%
Plumbing Permits	140,000	140,000	140,000	88,808	63.43%	83,088	64.21%	108,850	100.00%
Mechanical Permits	94,500	94,500	94,500	66,233	70.09%	66,407	74.28%	84,731	100.00%
Miscellaneous Permits	7,000	7,000	7,000	5,200	74.29%	2,425	29.94%	3,148	100.00%
Zoning Review & Inspection Fees	32,100	32,100	32,100	35,800	111.53%	28,050	28.54%	40,750	100.00%
Permit Application Fee	295,600	295,600	295,600	356,640	120.65%	216,074	78.40%	297,754	100.00%
Tree Removal & Pruning Permits	0	0	0	1,125	----	900	----	975	100.00%
Lien Search Fees	0	0	0	17,450	----	5,975	----	11,500	100.00%
Interest Income	0	0	0	1,198	----	(517)	----	625	100.00%
Sale of Asset	0	0	0	0	----	0	----	2,200	100.00%
Miscellaneous	0	0	0	0	----	0	----	28,826	100.00%
SUB-TOTAL REVENUES	<u>1,687,200</u>	<u>1,719,900</u>	<u>1,719,900</u>	<u>2,186,914</u>	127.15%	<u>1,219,928</u>	76.06%	<u>1,705,550</u>	100.07%
TRANSFERS IN GENERAL FUND	0	0	0	0	----	0	----	0	----
TOTAL REVENUES	<u>1,687,200</u>	<u>1,719,900</u>	<u>1,719,900</u>	<u>2,186,914</u>	127.15%	<u>1,219,928</u>	76.06%	<u>1,705,550</u>	100.07%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 1,687,200</u>	<u>1,728,872</u>	<u>1,728,872</u>	<u>2,195,886</u>	127.01%	<u>1,219,928</u>	76.06%	<u>1,605,101</u>	100.07%
EXPENDITURES:									
OPERATIONS									
Personnel Services	\$ 942,200	942,200	943,850	756,437	80.14%	648,830	77.68%	892,894	98.59%
City Sponsored Pensions	141,800	141,800	141,926	141,885	99.97%	141,879	99.98%	141,909	100.00%
Sub-Total	<u>1,084,000</u>	<u>1,084,000</u>	<u>1,085,776</u>	<u>898,322</u>	82.74%	<u>790,709</u>	80.92%	<u>1,034,803</u>	98.78%
Operating Expenses	390,000	404,263	402,487	324,090	80.52%	215,462	56.39%	240,894	80.65%
Capital Outlay	0	27,409	27,409	27,409	100.00%	10,325	60.74%	10,325	23.25%
Sub-Total	<u>1,474,000</u>	<u>1,515,672</u>	<u>1,515,672</u>	<u>1,249,821</u>	82.46%	<u>1,016,496</u>	73.86%	<u>1,286,022</u>	92.47%
Allocated Overhead/(Cost Recovery)	213,200	213,200	213,200	159,900	75.00%	170,700	75.00%	213,200	100.00%
Sub-Total	<u>1,687,200</u>	<u>1,728,872</u>	<u>1,728,872</u>	<u>1,409,721</u>	81.54%	<u>1,187,196</u>	74.02%	<u>1,499,222</u>	93.47%
TOTAL EXPENDITURES	<u>\$ 1,687,200</u>	<u>1,728,872</u>	<u>1,728,872</u>	<u>1,409,721</u>	81.54%	<u>1,187,196</u>	74.02%	<u>1,499,222</u>	93.47%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

CITY OF PENSACOLA
ROGER SCOTT TENNIS CENTER
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	16,500	100.00%	16,500	100.00%
REVENUES:									
CHARGES FOR SERVICES									
Scott Tennis Pro Revenue	125,000	125,000	125,000	109,375	87.50%	75,521	60.42%	106,771	100.00%
Scott Tennis Pro Shop Lease	3,700	3,700	3,700	707	19.11%	2,056	55.57%	3,883	100.03%
Interest Income	0	0	0	600	----	717	----	2,295	100.00%
TOTAL REVENUES	128,700	128,700	128,700	110,682	86.00%	78,294	60.83%	112,949	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 128,700	128,700	128,700	110,682	86.00%	94,794	65.29%	129,449	100.00%
EXPENDITURES:									
OPERATIONS									
Operating Expenses	\$ 128,700	128,700	128,700	49,458	38.43%	57,145	41.05%	73,964	59.92%
Capital Outlay	0	0	0	0	----	5,339	88.98%	5,339	88.98%
Sub-Total	128,700	128,700	128,700	49,458	38.43%	62,484	43.03%	79,303	61.26%
TOTAL EXPENDITURES	\$ 128,700	128,700	128,700	49,458	38.43%	62,484	43.03%	79,303	61.26%

CITY OF PENSACOLA
COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
PARK OPERATIONS:									
APPROPRIATED FUND BALANCE	\$ 32,800	61,743	61,743	61,743	100.00%	1,542	100.00%	157,730	100.00%
REVENUES:									
COMMUNITY MARITIME PARK									
Event Scheduling Management									
Rentals	34,000	34,000	34,000	13,800	40.59%	6,700	36.22%	6,700	100.00%
Vendor Kiosk Management									----
Kiosk Sales	3,800	3,800	3,800	(100)	-2.63%	(300)	-16.67%	(300)	----
Donations	0	0	0	0	----	3,500	----	3,500	100.00%
Parking Management	103,000	103,000	103,000	52,399	50.87%	0	0.00%	0	----
City Hall Parking	27,000	27,000	27,000	11,981	44.37%	0	0.00%	0	----
Lease Fees	147,000	147,000	147,000	109,761	74.67%	102,323	68.22%	153,484	100.00%
User Fees									
Northwest Florida Professional Baseball	175,000	175,000	175,000	131,250	75.00%	131,250	75.00%	175,000	100.00%
University of West Florida	25,000	25,000	25,000	0	0.00%	16,667	66.67%	16,667	100.00%
Surcharge									
Attendance	273,100	273,100	273,100	0	0.00%	0	0.00%	125,000	100.00%
Naming Rights	112,500	112,500	112,500	28,125	25.00%	28,125	25.00%	112,500	100.00%
Community Event Concessions	28,000	28,000	28,000	0	0.00%	16,499	55.00%	16,499	99.99%
Parcels Option Payments	0	362,213	362,213	356,499	98.42%	10,045	42.56%	0	----
Other Charges for Services	23,300	23,300	23,300	10,970	47.08%	0	----	24,068	100.00%
Miscellaneous Revenue	0	0	0	58	----	57		163	100.62%
Sub-Total	951,700	1,313,913	1,313,913	714,743	54.40%	314,979	32.13%	633,281	99.95%
TOTAL REVENUES	951,700	1,313,913	1,313,913	714,743	54.40%	314,979	32.13%	633,281	99.95%
TOTAL REVENUES AND FUND BALANCE	\$ 984,500	1,375,656	1,375,656	776,486	56.44%	316,521	32.24%	791,011	99.96%

CITY OF PENSACOLA
COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES									
COMMUNITY MARITIME PARK									
Personnel Services	\$ 121,700	121,700	121,700	23,167	19.04%	30,268	24.87%	36,012	29.59%
Operating Expenses	842,800	1,233,956	1,233,956	615,980	49.92%	515,072	61.31%	609,396	93.81%
Sub-Total	<u>964,500</u>	<u>1,355,656</u>	<u>1,355,656</u>	<u>639,147</u>	47.15%	<u>545,340</u>	56.70%	<u>645,408</u>	83.68%
DEBT SERVICE									
Principal	20,000	20,000	20,000	20,000	100.00%	0	0.00%	20,000	100.00%
Sub-Total	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	100.00%	<u>0</u>	0.00%	<u>20,000</u>	100.00%
TOTAL PARK OPERATIONS EXPENDITURES	<u>\$ 984,500</u>	<u>1,375,656</u>	<u>1,375,656</u>	<u>659,147</u>	47.92%	<u>545,340</u>	55.54%	<u>665,408</u>	84.09%
PARK RENEWAL AND REPLACEMENT:									
APPROPRIATED FUND BALANCE	<u>\$ 0</u>	<u>7,285</u>	<u>7,285</u>	<u>7,285</u>	100.00%	<u>277,180</u>	----	<u>0</u>	----
REVENUES:									
Variable Ticket	129,300	129,300	129,300	8,208	6.35%	(1,992)	-1.38%	(1,992)	----
Interest Income	0	0	0	3,453	----	5,597	----	16,586	100.01%
Sub-Total	<u>129,300</u>	<u>129,300</u>	<u>129,300</u>	<u>11,661</u>	9.02%	<u>3,605</u>	2.50%	<u>14,594</u>	88.00%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 129,300</u>	<u>136,585</u>	<u>136,585</u>	<u>18,946</u>	13.87%	<u>280,785</u>	194.99%	<u>14,594</u>	88.00%
EXPENDITURES									
Operating Expenses	129,300	136,585	136,585	7,285	5.33%	53,071	31.00%	45,786	86.27%
Capital Outlay	0	0	0	0	----	201,948	----	201,948	80.78%
Sub-Total	<u>129,300</u>	<u>136,585</u>	<u>136,585</u>	<u>7,285</u>	5.33%	<u>255,019</u>	148.98%	<u>247,734</u>	81.74%
TOTAL RENEWAL AND REPLACEMENT EXPENDITURES	<u>\$ 129,300</u>	<u>136,585</u>	<u>136,585</u>	<u>7,285</u>	5.33%	<u>255,019</u>	148.98%	<u>247,734</u>	81.74%
TOTAL FUND:									
TOTAL REVENUES AND FUND BALANCE	<u>\$ 1,113,800</u>	<u>1,512,241</u>	<u>1,512,241</u>	<u>795,432</u>	52.60%	<u>597,306</u>	53.05%	<u>805,605</u>	99.72%
TOTAL EXPENDITURES	<u>\$ 1,113,800</u>	<u>1,512,241</u>	<u>1,512,241</u>	<u>666,432</u>	44.07%	<u>800,359</u>	69.41%	<u>913,142</u>	83.44%

**CITY OF PENSACOLA
LOCAL OPTION SALES TAX
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)**

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
LOCAL OPTION SALES TAX FUND:									
APPROPRIATED FUND BALANCE	\$ 870,000	31,552,624	31,552,624	31,552,624	100.00%	32,592,121	100.00%	34,804,608	100.00%
REVENUES:									
1-CT Local Option Sales Tax	9,466,400	9,466,400	9,466,400	6,868,518	72.56%	5,658,242	60.21%	8,698,809	100.00%
Interest	0	0	0	10,626	----	24,038	----	67,600	100.00%
Miscellaneous	0	0	0	10,000	----	18,900	----	18,899	100.00%
TOTAL REVENUES	9,466,400	9,466,400	9,466,400	6,889,144	72.77%	5,701,180	60.67%	8,785,308	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 10,336,400	41,019,024	41,019,024	38,441,768	93.72%	38,293,301	91.20%	43,589,916	100.00%
EXPENDITURES:									
CAPITAL PROJECTS									
Operating Expenses	4,000	64,764	538,855	532,758	98.87%	1,370,075	369.63%	1,382,745	94.21%
Capital Outlay	6,034,200	20,420,830	19,946,739	9,951,673	49.89%	4,921,604	26.13%	3,088,246	15.97%
Sub-Total	6,038,200	20,485,594	20,485,594	10,484,431	51.18%	6,291,679	32.75%	4,470,991	21.49%
TRANSFER OUT									
Port of Pensacola	0	239,768	239,768	82,498	34.41%	93,897	26.21%	118,454	33.07%
Pensacola International Airport	0	15,995,462	15,995,462	680,007	4.25%	1,692,921	9.34%	2,128,692	11.75%
Sub-Total	0	16,235,230	16,235,230	762,505	4.70%	1,786,818	9.67%	2,247,146	12.16%
DEBT SERVICE									
Principal	3,821,400	3,821,400	3,821,400	3,821,387	100.00%	3,728,729	100.00%	3,728,729	100.00%
Interest	476,800	476,800	476,800	476,658	99.97%	569,757	99.99%	569,757	100.00%
Sub-Total	4,298,200	4,298,200	4,298,200	4,298,045	100.00%	4,298,486	100.00%	4,298,486	100.00%
TOTAL EXPENDITURES	\$ 10,336,400	41,019,024	41,019,024	15,544,981	37.90%	12,376,983	29.48%	11,016,623	25.27%

CITY OF PENSACOLA
LOCAL OPTION SALES TAX
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
LOST SERIES 2017 PROJECT FUND:									
APPROPRIATED FUND BALANCE	\$ 0	1,030,879	1,030,879	1,030,879	100.00%	7,176,184	100.00%	7,176,184	100.00%
REVENUES:									
Interest	0	0	0	0	----	30,590	----	60,805	99.99%
TOTAL REVENUES	0	0	0	0	----	30,590	----	60,805	99.99%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 0</u>	<u>1,030,879</u>	<u>1,030,879</u>	<u>1,030,879</u>	100.00%	<u>7,206,774</u>	100.43%	<u>7,236,989</u>	100.00%
EXPENDITURES:									
CAPITAL PROJECTS									
Capital Outlay	0	1,030,879	1,030,879	1,030,875	100.00%	6,104,636	85.07%	6,206,114	85.76%
Sub-Total	0	1,030,879	1,030,879	1,030,875	100.00%	6,104,636	85.07%	6,206,114	85.76%
TOTAL LOST IV BOND EXPENDITURES	<u>\$ 0</u>	<u>1,030,879</u>	<u>1,030,879</u>	<u>1,030,875</u>	100.00%	<u>6,104,636</u>	85.07%	<u>6,206,114</u>	85.76%
TOTAL:									
TOTAL REVENUES AND FUND BALANCE	<u>\$ 10,336,400</u>	<u>42,049,903</u>	<u>42,049,903</u>	<u>39,472,647</u>	93.87%	<u>45,500,075</u>	92.54%	<u>50,826,905</u>	100.00%
TOTAL EXPENDITURES	<u>\$ 10,336,400</u>	<u>42,049,903</u>	<u>42,049,903</u>	<u>16,575,856</u>	39.42%	<u>18,481,619</u>	37.59%	<u>17,222,737</u>	33.89%

Note. The Lost Series 2017 Project Fund was funded with the issuance of the Infrastructure Sales Surtax Revenue Bond, Series 2017 on October 18, 2017.

**CITY OF PENSACOLA
STORMWATER CAPITAL PROJECTS FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)**

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	4,497,859	4,497,859	4,497,859	100.00%	5,093,802	100.00%	5,093,802	100.00%
REVENUES:									
Interest	0	0	0	17,686	----	33,147	80.85%	82,335	100.00%
Transfer In From General Fund	2,735,000	2,735,000	2,735,000	2,735,000	100.00%	2,728,664	99.77%	2,732,167	100.00%
TOTAL REVENUES	2,735,000	2,735,000	2,735,000	2,752,686	100.65%	2,761,811	99.49%	2,814,502	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 2,735,000	7,232,859	7,232,859	7,250,545	100.24%	7,855,613	99.82%	7,908,304	100.00%
EXPENDITURES:									
CAPITAL PROJECTS									
Personal Services	\$ 0	0	0	0	----	11,510	98.32%	11,510	98.32%
Operating Expenses	500,000	1,174,914	1,001,532	648,980	64.80%	833,354	48.04%	919,295	57.71%
Capital Outlay	2,045,400	5,868,345	6,041,727	3,367,823	55.74%	2,128,966	35.38%	2,254,269	36.87%
Sub-Total	2,545,400	7,043,259	7,043,259	4,016,803	57.03%	2,973,830	38.30%	3,185,074	41.26%
Allocated Overhead/(Cost Recovery)	189,600	189,600	189,600	142,200	75.00%	161,400	75.00%	189,600	100.00%
TOTAL EXPENDITURES	\$ 2,735,000	7,232,859	7,232,859	4,159,003	57.50%	3,135,230	39.29%	3,374,674	42.67%

**CITY OF PENSACOLA
GAS UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)**

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
GAS OPERATIONS:									
APPROPRIATED FUND BALANCE	\$ 0	2,810,039	2,810,039	2,810,039	100.00%	1,957,685	100.00%	1,957,685	100.00%
REVENUES:									
GAS									
Residential User Fees	21,950,900	21,950,900	21,950,900	18,824,631	85.76%	16,723,037	70.84%	21,276,188	100.00%
Commercial User Fees	13,168,500	13,168,500	13,168,500	9,399,735	71.38%	9,096,314	67.26%	11,942,163	100.00%
Municipal User Fees	282,900	282,900	282,900	226,135	79.93%	224,928	71.54%	306,148	100.00%
Interruptible User Fees	3,185,400	3,185,400	3,185,400	2,312,915	72.61%	2,376,367	77.33%	3,137,564	60.74%
Transportation User Fees	5,477,200	5,477,200	5,477,200	4,762,172	86.95%	4,180,000	67.30%	5,543,148	157.68%
Compressed Natural Gas	922,500	922,500	922,500	691,410	74.95%	661,350	72.82%	884,013	100.00%
Miscellaneous Charges	567,900	567,900	567,900	483,540	85.15%	370,405	66.87%	463,747	99.98%
New Accounts/Turn-on Fees	711,700	711,700	711,700	365,200	51.31%	376,466	53.00%	480,905	100.00%
Interest Income	0	0	0	87,792	----	128,796	64.40%	374,848	100.00%
Infrastructure Cost Recovery	3,350,900	3,350,900	3,350,900	3,007,869	89.76%	2,617,135	74.78%	3,118,130	100.00%
Cookbooks	0	0	0	7,206	----	3,749	----	5,210	100.00%
Sale of Asset	0	0	0	3,836	----	6,250	----	58,836	100.00%
TOTAL REVENUES	49,617,900	49,617,900	49,617,900	40,172,441	80.96%	36,764,797	69.89%	47,590,900	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 49,617,900	52,427,939	52,427,939	42,982,480	81.98%	38,722,482	70.97%	49,548,585	100.00%
EXPENSES:									
GAS OPERATION & MAINTENANCE									
Personnel Services	\$ 8,524,700	8,524,700	8,522,700	5,801,242	68.07%	5,548,279	67.16%	7,479,634	90.54%
City Sponsored Pensions	1,397,700	1,397,700	1,399,700	1,398,918	99.94%	1,398,894	99.96%	1,399,291	99.99%
Sub-Total	9,922,400	9,922,400	9,922,400	7,200,160	72.56%	6,947,173	71.91%	8,878,925	91.91%
Operating Expenses	26,691,700	27,421,479	27,421,479	20,488,410	74.72%	20,174,995	62.75%	24,975,279	94.12%
Capital Outlay	1,671,500	3,751,760	3,751,760	3,220,213	85.83%	1,203,162	87.58%	723,940	35.94%
Sub-Total	38,285,600	41,095,639	41,095,639	30,908,783	75.21%	28,325,330	65.59%	34,578,144	90.49%
TRANSFERS OUT									
General Fund	8,000,000	8,000,000	8,000,000	8,000,000	100.00%	8,000,000	100.00%	8,000,000	100.00%
Sub-Total	8,000,000	8,000,000	8,000,000	8,000,000	100.00%	8,000,000	100.00%	8,000,000	100.00%
Allocated Overhead/(Cost Recovery)	1,309,000	1,309,000	1,309,000	981,750	75.00%	1,011,375	75.00%	1,309,000	100.00%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GAS UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)**

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENSES: (continued)									
DEBT SERVICE									
Interest	228,300	228,300	228,300	246,218	107.85%	264,221	99.97%	264,221	98.02%
Principal	1,795,000	1,795,000	1,795,000	1,795,000	100.00%	1,759,000	100.00%	1,759,000	100.00%
Sub-Total	2,023,300	2,023,300	2,023,300	2,041,218	100.89%	2,023,221	100.00%	2,023,221	99.74%
TOTAL GAS OPERATIONS EXPENSES	\$ 49,617,900	52,427,939	52,427,939	41,931,751	79.98%	39,359,926	72.14%	45,910,365	92.66%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
SANITATION FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)**

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
SANITATION OPERATIONS:									
APPROPRIATED FUND BALANCE	\$ 854,000	2,706,840	2,706,840	2,706,840	100.00%	1,554,320	100.00%	273,128	100.00%
REVENUES:									
SANITATION									
Residential Refuse Container Charges	4,738,200	4,738,200	4,776,200	3,576,212	74.88%	3,523,771	77.28%	4,714,676	100.00%
Bulk Item Collection Charges	130,000	130,000	130,000	79,384	61.06%	109,974	84.60%	133,498	100.00%
Business Refuse Container Charges	162,400	162,400	124,400	110,726	89.01%	95,385	59.95%	126,637	100.00%
Fuel Surcharge	342,300	342,300	342,300	247,571	72.33%	254,270	70.63%	340,686	100.00%
County Landfill	1,261,700	1,261,700	1,261,700	919,353	72.87%	898,883	71.56%	1,201,958	100.00%
New Accounts/Transfer Fees	85,000	85,000	85,000	59,120	69.55%	56,100	66.00%	78,020	100.00%
Miscellaneous	40,000	40,000	40,000	25,371	63.43%	39,088	781.76%	87,175	162.27%
Interest Income	0	0	0	6,548	----	7,996	29.08%	34,368	100.00%
Sale of Assets	5,000	5,000	5,000	8,250	165.00%	0	0.00%	7,985	100.00%
SUB-TOTAL SANITATION REVENUES	6,764,600	6,764,600	6,764,600	5,032,535	74.40%	4,985,467	75.68%	6,725,003	100.50%
CAPITAL EQUIPMENT SURCHARGE									
Equipment Surcharge	748,200	748,200	748,200	569,213	76.08%	373,467	77.74%	499,388	----
CNG Rebates	500,000	500,000	500,000	0	0.00%	1,181,082	----	1,181,082	100.00%
Advertising Revenue	80,200	80,200	80,200	80,200	100.00%	0	----	0	----
Sub-Total	1,328,400	1,328,400	1,328,400	649,413	48.89%	1,554,549	323.59%	1,680,470	142.28%
SUB-TOTAL SANITATION REVENUES	8,093,000	8,093,000	8,093,000	5,681,948	70.21%	6,540,016	92.54%	8,405,473	106.77%
CODE ENFORCEMENT									
Franchise Fees	1,277,700	1,277,700	1,277,700	675,322	52.85%	678,272	53.62%	1,324,801	100.00%
Lot Cleaning (FY Cash Balance) *	80,000	80,000	80,000	40,401	50.50%	42,752	53.44%	67,369	66.76%
Code Enforcement Violations	100,000	100,000	100,000	65,150	65.15%	22,030	27.54%	53,263	100.00%
Sub-Total	1,457,700	1,457,700	1,457,700	780,873	53.57%	743,054	52.14%	1,445,433	97.73%
ENFORCEMENT REVENUES	1,457,700	1,457,700	1,457,700	780,873	53.57%	743,054	52.14%	1,445,433	97.73%
SUB-TOTAL REVENUES	9,550,700	9,550,700	9,550,700	6,462,821	67.67%	7,283,070	85.76%	9,850,906	105.34%
TOTAL REVENUES AND FUND BALANCE	\$ 10,404,700	12,257,540	12,257,540	9,169,661	74.81%	8,837,390	87.96%	10,124,034	105.19%

* Actual billings are \$55,016 however collections are typically lower.

**CITY OF PENSACOLA
SANITATION FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)**

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
SANITATION OPERATIONS CONTINUED:									
EXPENSES:									
SANITATION SERVICES									
Personnel Services	\$ 2,452,200	2,452,200	2,469,653	1,957,719	79.27%	1,646,732	69.64%	2,234,165	96.44%
City Sponsored Pensions	390,000	390,000	390,432	390,398	99.99%	390,390	99.97%	390,513	99.99%
Sub-Total	2,842,200	2,842,200	2,860,085	2,348,117	82.10%	2,037,122	73.94%	2,624,678	96.95%
Operating Expenses	3,799,000	3,812,070	3,734,615	2,691,711	72.07%	2,329,919	71.72%	3,350,864	99.99%
Allocated Overhead/(Cost Recovery)	489,100	489,100	489,100	366,825	75.00%	315,075	75.00%	489,100	100.00%
Sub-Total	7,130,300	7,143,370	7,083,800	5,406,653	76.32%	6,684,637	78.76%	6,464,642	98.74%
CAPITAL EQUIPMENT									
Capital Outlay	1,672,300	3,511,522	3,571,092	3,499,235	97.99%	0	----	1,674,540	82.58%
Sub-Total	1,672,300	3,511,522	3,571,092	3,499,235	97.99%	0	----	1,674,540	82.58%
DEBT SERVICE									
Interest	4,500	4,500	4,500	4,445	98.78%	7,339	99.18%	7,339	99.18%
Principal	139,900	139,900	139,900	139,880	99.99%	137,020	99.94%	137,020	99.94%
Sub-Total	144,400	144,400	144,400	144,325	99.95%	144,359	99.90%	144,359	99.90%
SUB-TOTAL SANITATION EXPENSES	8,947,000	10,799,292	10,799,292	9,050,213	83.80%	6,828,996	79.12%	8,283,541	95.00%
CODE ENFORCEMENT PROGRAM									
Personnel Services	678,300	678,300	678,136	473,742	69.86%	483,198	78.85%	665,421	99.93%
City Sponsored Pensions	194,700	194,700	194,864	194,801	99.97%	189,571	99.99%	189,624	100.00%
Sub-Total	873,000	873,000	873,000	668,543	76.58%	672,769	83.84%	855,045	99.94%
Operating Expenses	369,200	369,748	369,748	187,100	50.60%	163,126	45.41%	207,867	74.94%
Capital Outlay	0	0	0	0	----	58,372	98.94%	58,372	98.94%
Allocated Overhead/(Cost Recovery)	112,400	112,400	112,400	84,300	75.00%	78,150	75.00%	112,400	100.00%
Sub-Total	1,354,600	1,355,148	1,355,148	939,943	69.36%	972,417	73.40%	1,233,684	94.59%
CODE ENFORCEMENT ZONING/HOUSING									
Personnel Services	64,300	64,300	64,261	46,626	72.56%	46,332	75.14%	62,532	99.17%
City Sponsored Pensions	28,100	28,100	28,139	28,138	100.00%	28,137	99.99%	28,150	100.00%
Sub-Total	92,400	92,400	92,400	74,764	80.91%	74,469	82.93%	90,682	99.42%
Operating Expenses	10,700	10,700	10,700	6,207	58.01%	5,943	57.14%	7,620	84.75%
Capital Outlay	0	0	0	0	----	0	----	0	----
Sub-Total	103,100	103,100	103,100	80,971	78.54%	80,412	80.25%	98,302	98.11%
SUB-TOTAL CODE ENFORCEMENT	1,457,700	1,458,248	1,458,248	1,020,914	70.01%	1,052,829	73.88%	1,331,986	94.84%
TOTAL EXPENSES	\$ 10,404,700	12,257,540	12,257,540	10,071,127	82.16%	7,881,825	78.38%	9,615,527	94.98%
TOTAL FUND:									
TOTAL REVENUES AND FUND BALANCE	\$ 10,404,700	12,257,540	12,257,540	9,169,661	74.81%	8,837,390	87.96%	10,124,034	105.19%
TOTAL EXPENSES	\$ 10,404,700	12,257,540	12,257,540	10,071,127	82.16%	7,881,825	78.38%	9,615,527	94.98%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
PORT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)**

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	251,717	251,717	251,717	100.00%	187,407	100.00%	(439,820)	100.00%
REVENUES:									
PORT									
Handling	30,900	30,900	30,900	10,174	32.93%	5,589	21.33%	9,516	100.00%
Wharfage	382,500	382,500	382,500	323,156	84.49%	442,290	126.19%	706,220	100.00%
Storage	401,400	401,400	401,400	554,603	138.17%	293,796	95.02%	412,628	100.00%
Dockage	654,400	654,400	654,400	377,160	57.63%	381,240	67.90%	552,354	100.00%
Water Sales	6,000	6,000	6,000	10,207	170.12%	2,812	46.87%	3,262	100.00%
Property Rental	595,300	595,300	595,300	544,955	91.54%	493,487	87.34%	594,830	100.00%
Stevedore Fees	31,800	31,800	31,800	9,157	28.80%	5,939	18.68%	11,078	100.00%
Harbor	24,400	24,400	24,400	28,445	116.58%	24,205	120.42%	34,865	100.00%
Security Fees	87,500	87,500	87,500	56,942	65.08%	72,778	117.76%	114,338	100.00%
Interior Lighting	115,000	115,000	115,000	108,207	94.09%	106,198	92.35%	181,976	100.00%
Miscellaneous/Billed	15,000	15,000	15,000	20,565	137.10%	43,547	290.31%	60,526	100.00%
Seville Harbor Lease	46,100	46,100	46,100	38,468	83.44%	0	----	0	0.00%
Sale of Asset	0	0	0	0	----	0	----	1,850	100.00%
Miscellaneous/Non-Billed	0	0	0	600	----	804	----	804	100.12%
Miscellaneous -Ins Proceeds - Sally	0	0	0	1,650,924	----	0	----	0	----
Cedar Street Lease/Parking Lot	65,700	65,700	65,700	49,800	75.80%	49,800	75.80%	59,760	100.00%
Interest Income	0	0	0	8,359	----	634	----	11,020	100.00%
SUB-TOTAL OPERATING REVENUES	2,456,000	2,456,000	2,456,000	3,791,722	154.39%	1,923,119	90.38%	2,755,027	97.85%
TRANSFERS IN LOCAL OPTION SALES TAX FUND	0	239,768	239,768	82,498	34.41%	93,897	26.21%	118,454	33.07%
TOTAL REVENUES	2,456,000	2,695,768	2,695,768	3,874,220	143.71%	2,017,016	81.13%	2,873,481	90.54%
TOTAL REVENUES AND FUND BALANCE	\$ 2,456,000	2,947,485	2,947,485	4,125,937	139.98%	2,204,423	82.46%	2,433,661	89.02%
EXPENSES:									
OPERATIONS & MAINTENANCE									
Personnel Services	\$ 862,500	862,500	862,139	602,116	69.84%	571,429	72.21%	779,809	93.23%
City Sponsored Pensions	108,500	108,500	108,861	108,609	99.77%	108,604	99.98%	108,641	99.82%
Sub-Total	971,000	971,000	971,000	710,725	73.20%	680,033	75.57%	888,450	93.99%
Operating Expenses	1,291,800	1,382,099	1,381,859	868,305	62.84%	738,000	63.47%	948,648	89.09%
Capital Outlay	80,000	481,186	481,426	216,158	44.90%	152,517	30.88%	135,352	24.60%
Sub-Total	2,342,800	2,834,285	2,834,285	1,795,188	63.34%	1,570,550	61.43%	1,972,450	77.04%
Allocated Overhead/(Cost Recovery)	113,200	113,200	113,200	84,900	75.00%	87,600	75.00%	113,200	100.00%
TOTAL EXPENSES	\$ 2,456,000	2,947,485	2,947,485	1,880,088	63.79%	1,658,150	62.02%	2,085,650	78.01%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
AIRPORT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)**

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 2,093,500	9,237,113	9,237,113	9,237,113	100.00%	7,747,793	100.00%	7,747,793	100.00%
REVENUES:									
AIRLINE REVENUES									
Loading Bridges Fees	405,000	405,000	405,000	118,724	29.31%	396,434	107.14%	550,062	100.00%
Air Carrier Landing Fees	1,751,000	1,751,000	1,751,000	319,349	18.24%	342,412	48.92%	479,692	100.00%
Cargo Landing Fees	100,000	100,000	100,000	34,031	34.03%	51,983	64.98%	67,620	100.00%
Apron Area Rental	790,000	790,000	790,000	364,947	46.20%	650,442	108.41%	854,164	100.00%
Cargo Apron Area Rental	63,000	63,000	63,000	69,420	110.19%	67,437	79.34%	96,526	100.00%
Baggage Handling System	1,214,000	1,214,000	1,214,000	341,830	28.16%	1,256,320	98.30%	1,677,013	100.00%
Ron Ramp	10,000	10,000	10,000	69,137	691.37%	50,190	1673.00%	70,455	100.00%
Airline Rentals	2,748,000	2,748,000	2,748,000	1,041,399	37.90%	2,209,318	88.37%	2,932,954	100.00%
SUBTOTAL AIRLINE REVENUES	7,081,000	7,081,000	7,081,000	2,358,837	33.31%	5,024,536	89.47%	6,728,486	100.00%
NON-AIRLINE REVENUES									
U.S.Government	96,000	96,000	96,000	72,000	75.00%	72,000	75.00%	96,000	100.00%
Rental Cars	2,910,300	2,910,300	2,910,300	3,968,088	136.35%	3,119,092	77.98%	3,880,205	92.33%
Rental Car Customer Facility Charge (Garage)	730,000	730,000	730,000	586,955	80.40%	524,068	60.59%	706,116	100.00%
CFC - Rental Car Svc Facility	1,124,000	1,124,000	1,124,000	1,680,849	149.54%	1,500,735	54.37%	2,019,059	100.00%
Rental Car Service Facility Rent	250,000	250,000	250,000	204,590	81.84%	194,991	78.00%	262,983	100.00%
Fixed Base Operators	220,000	220,000	220,000	148,601	67.55%	160,508	74.31%	212,179	100.00%
Restaurant and Lounge	466,000	466,000	466,000	533,748	114.54%	421,136	61.48%	522,770	100.00%
Advertising	95,000	95,000	95,000	123,216	129.70%	106,254	85.00%	139,338	100.00%
Hangar Rentals	75,000	75,000	75,000	103,987	138.65%	73,251	81.39%	102,480	100.00%
ST Ground Lease	260,000	260,000	260,000	201,220	77.39%	198,777	76.45%	265,552	100.00%
Airport & 12th	167,600	167,600	167,600	137,655	82.13%	336,302	102.84%	400,200	100.00%
Parking Lot	4,250,500	4,250,500	4,250,500	3,564,994	83.87%	3,593,861	59.90%	4,265,619	100.00%
Gift Shop	211,200	211,200	211,200	314,812	149.06%	169,033	52.82%	240,246	100.00%
Taxi Permits	137,700	137,700	137,700	84,616	61.45%	104,885	80.68%	137,937	100.00%
LEO/TSA Security	100,000	100,000	100,000	83,710	83.71%	73,200	73.20%	109,800	100.00%
Commercial Property Rentals	327,000	327,000	327,000	277,186	84.77%	237,985	125.26%	313,214	100.00%
GSA/TSA Term Rent	160,000	160,000	160,000	125,840	78.65%	122,345	58.26%	161,792	100.00%
Miscellaneous	123,800	123,800	123,800	235,685	190.38%	149,652	115.12%	184,235	100.00%
Interest Income	0	0	0	179,102	----	253,300	281.44%	863,252	100.00%
Sale of Asset	0	0	0	0	----	7,250	----	7,250	100.00%
SUB-TOTAL NON-AIRLINE REVENUES	11,704,100	11,704,100	11,704,100	12,626,854	107.88%	11,418,625	67.79%	14,890,227	97.88%
TOTAL OPERATING REVENUES	18,785,100	18,785,100	18,785,100	14,985,691	79.77%	16,443,161	73.21%	21,618,713	98.53%
TOTAL REVENUES AND FUND BALANCE	\$ 20,878,600	28,022,213	28,022,213	24,222,804	86.44%	24,190,954	80.08%	29,366,506	98.91%

**CITY OF PENSACOLA
AIRPORT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)**

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
EXPENSES:									
OPERATION & MAINTENANCE									
Personnel Services	\$ 4,457,000	4,471,200	4,469,400	3,074,475	68.79%	2,998,053	71.26%	4,039,998	94.49%
City Sponsored Pensions	725,800	725,800	727,600	726,261	99.82%	719,328	98.77%	720,983	98.89%
Sub-Total	5,182,800	5,197,000	5,197,000	3,800,736	73.13%	3,717,381	75.32%	4,760,981	95.13%
Operating Expenses	9,927,900	13,831,982	13,677,981	6,837,145	49.99%	9,080,651	59.73%	9,602,869	66.10%
Capital Outlay	659,000	3,884,331	4,038,332	3,601,677	89.19%	1,411,109	28.34%	963,804	19.07%
Sub-Total	15,769,700	22,913,313	22,913,313	14,239,558	62.15%	14,209,141	56.57%	15,327,654	62.34%
CARES ACT FUNDING (a)									
Cares Act Personnel Services	0	0	0	(2,273,664)	----	(1,236,283)	----	(1,832,909)	----
Cares Act Operating Expenses	0	0	0	(2,907,889)	----	(2,197,756)	----	(3,167,091)	----
Sub-Total	0	0	0	(5,181,553)	----	(3,434,039)	----	(5,000,000)	----
DEBT SERVICE GARB									
Interest	647,800	647,800	647,800	541,794	83.64%	588,669	83.26%	565,599	80.00%
Principal	2,210,900	2,210,900	2,210,900	1,768,600	79.99%	1,715,200	80.00%	1,715,200	80.00%
Sub-Total	2,858,700	2,858,700	2,858,700	2,310,394	80.82%	2,303,869	80.81%	2,280,799	80.00%
DEBT SERVICE CFC									
Interest	322,200	322,200	322,200	38,937	12.08%	100,763	31.27%	105,918	32.87%
Principal	1,242,900	1,242,900	1,242,900	0	0.00%	0	0.00%	0	0.00%
Sub-Total	1,565,100	1,565,100	1,565,100	38,937	2.49%	100,763	6.44%	105,918	6.77%
Allocated Overhead/(Cost Recovery)									
General Fund	685,100	685,100	685,100	513,825	75.00%	504,825	75.00%	685,100	100.00%
TOTAL OPERATING EXPENSES	\$ 20,878,600	28,022,213	28,022,213	11,921,161	42.54%	13,684,559	45.30%	13,399,471	45.13%

(a) On May 18, 2020, Pensacola International Airport was awarded \$11,081,566 in CARES funding to help cover operating, maintenance and debt service expenses. The award period is 4 years.

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

CITY OF PENSACOLA
RISK MANAGEMENT SERVICES
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	0	----
REVENUES:									
Service Fees	1,517,700	1,517,700	1,517,700	1,153,776	76.02%	997,642	72.15%	1,458,513	86.27%
TOTAL REVENUES	1,517,700	1,517,700	1,517,700	1,153,776	76.02%	997,642	72.15%	1,458,513	86.27%
TOTAL REVENUES AND FUND BALANCE	\$ 1,517,700	1,517,700	1,517,700	1,153,776	76.02%	997,642	72.15%	1,458,513	86.27%
EXPENSES:									
RISK MANAGEMENT									
Personnel Services	\$ 611,900	611,900	611,834	500,590	81.82%	424,595	73.86%	477,590	82.13%
City Sponsored Pensions	53,800	53,800	53,866	53,851	99.97%	53,849	99.98%	53,867	99.99%
Sub-Total	665,700	665,700	665,700	554,441	83.29%	478,444	76.10%	531,457	83.64%
Operating Expenses	651,500	651,500	651,500	454,763	69.80%	396,680	67.62%	692,792	78.03%
Sub-Total	1,317,200	1,317,200	1,317,200	1,009,204	76.62%	875,124	72.01%	1,224,249	80.37%
CITY CLINIC									
Personnel Services	140,400	140,400	140,342	98,183	69.96%	79,063	71.27%	101,406	91.41%
City Sponsored Pensions	24,900	24,900	24,958	24,951	99.97%	24,944	99.94%	24,959	100.00%
Sub-Total	165,300	165,300	165,300	123,134	74.49%	104,007	76.53%	126,365	92.98%
Operating Expenses	35,200	35,200	35,200	21,438	60.90%	18,511	58.77%	25,037	79.48%
Sub-Total	200,500	200,500	200,500	144,572	72.11%	122,518	73.19%	151,402	90.44%
TOTAL EXPENSES	\$ 1,517,700	1,517,700	1,517,700	1,153,776	76.02%	997,642	72.15%	1,375,651	81.37%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
CENTRAL SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)**

	FY 2021					FY 2020			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	430,000	100.00%	430,000	100.00%
REVENUES:									
Service Fees									
Mail Room	88,100	88,100	88,100	66,840	75.87%	66,466	77.11%	80,944	93.90%
Innovation & Technology	2,953,400	3,460,063	3,460,063	2,383,052	68.87%	2,206,698	72.10%	2,589,307	84.61%
Engineering	843,900	843,900	843,900	567,973	67.30%	491,769	59.35%	683,257	82.46%
Central Garage	1,869,600	1,875,013	1,875,013	1,303,617	69.53%	1,173,303	72.18%	1,711,451	105.29%
TOTAL REVENUES	5,755,000	6,267,076	6,267,076	4,321,482	68.96%	3,938,236	70.32%	5,064,959	90.43%
TOTAL REVENUES AND FUND BALANCE	\$ 5,755,000	6,267,076	6,267,076	4,321,482	68.96%	3,312,689	54.93%	5,494,959	91.12%
EXPENSES:									
MAIL ROOM									
Personnel Services	\$ 49,900	49,900	49,890	34,325	68.80%	34,797	74.68%	48,464	104.00%
City Sponsored Pensions	18,900	18,900	18,910	18,902	99.96%	18,902	99.98%	18,904	100.02%
Sub-Total	68,800	68,800	68,800	53,227	77.36%	53,699	81.98%	67,368	102.85%
Operating Expenses	19,300	19,300	19,300	13,613	70.53%	12,767	61.68%	16,648	80.43%
Sub-Total Mail Room	88,100	88,100	88,100	66,840	75.87%	66,466	77.11%	84,016	97.47%
INNOVATION & TECHNOLOGY									
Personnel Services	1,506,500	1,506,500	1,507,675	949,203	62.96%	872,643	77.74%	1,192,762	107.73%
City Sponsored Pensions	192,300	192,300	192,363	192,354	100.00%	192,352	99.99%	192,371	100.04%
Sub-Total	1,698,800	1,698,800	1,700,038	1,141,557	67.15%	1,064,995	81.00%	1,385,133	106.59%
Operating Expenses	1,203,700	1,660,467	1,658,727	1,164,007	70.17%	1,096,872	66.62%	1,157,466	69.53%
Capital Outlay	50,900	100,796	101,298	77,488	76.50%	44,831	45.31%	47,984	49.93%
Sub-Total Technology Resources	2,953,400	3,460,063	3,460,063	2,383,052	68.87%	2,206,698	72.10%	2,590,583	84.65%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
CENTRAL SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Nine Months Ended June 30, 2021
(Unaudited)**

	FY 2021					FY 2020		
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 06/21	% OF BUDGET 06/21	ACTUAL 06/20	% OF BUDGET 06/20	% OF ACTUAL F.Y.E.
ENGINEERING								
Personnel Services	623,900	623,900	623,748	386,019	61.89%	319,587	52.02%	76.49%
City Sponsored Pensions	85,200	85,200	85,352	85,275	99.91%	85,275	99.98%	99.99%
Sub-Total	709,100	709,100	709,100	471,294	66.46%	404,862	57.86%	79.35%
Operating Expenses	134,800	140,213	140,213	96,679	68.95%	77,382	64.82%	82.75%
Capital Outlay	0	0	0	0	----	9,525	100.00%	100.00%
Sub-Total Engineering	843,900	849,313	849,313	567,973	66.87%	491,769	59.35%	80.08%
CENTRAL GARAGE								
Personnel Services	1,104,700	1,104,700	1,104,700	806,912	73.04%	811,303	81.32%	98.79%
City Sponsored Pensions	190,700	190,700	190,700	190,700	100.00%	190,755	99.99%	100.00%
Sub-Total	1,295,400	1,295,400	1,295,400	997,612	77.01%	1,002,058	84.32%	98.97%
Operating Expenses	311,600	311,600	311,600	253,609	81.39%	202,036	59.14%	69.92%
Capital Outlay	262,600	262,600	262,600	52,396	19.95%	399,209	75.97%	100.00%
Sub-Total Central Garage	1,869,600	1,869,600	1,869,600	1,303,617	69.73%	1,603,303	78.00%	94.04%
TOTAL EXPENSES	<u>\$ 5,755,000</u>	<u>6,267,076</u>	<u>6,267,076</u>	<u>4,321,482</u>	68.96%	<u>4,368,236</u>	72.43%	<u>5,271,174</u>

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2020
(Unaudited)**

PROGRAM	FY 2021					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL 06/21	% OF BUDGET 06/21
AIRPORT						
Aircraft Rescue & Firefighting Facility (ARFF)	\$ 879,700	893,900	891,900	(2,000)	627,944	70.41%
Airport Administration	3,531,900	3,570,806	3,647,106	76,300	2,733,487	74.95%
Maintenance	9,728,600	16,817,007	16,745,207	(71,800)	9,708,744	57.98%
Operations	1,113,900	1,116,000	1,113,500	(2,500)	785,463	70.54%
Security	1,200,700	1,200,700	1,200,700	-	897,745	74.77%
Sub-total	16,454,800	23,598,413	23,598,413	-	14,753,383	62.52%
CITY CLERK						
Administration of Legal Documents	92,300	92,300	92,300	-	73,173	79.28%
City Elections/Appointments	34,600	34,600	34,600	-	25,436	73.51%
City Council Meetings Preparation	92,200	92,200	92,200	-	67,831	73.57%
Public Records	78,500	78,500	78,500	-	57,004	72.62%
Sub-total	297,600	297,600	297,600	-	223,444	75.08%
CITY COUNCIL						
Audit	105,000	178,475	178,475	-	169,950	95.22%
City Council Support	427,200	429,700	429,700	-	214,562	49.93%
Office of the City Council	337,800	639,854	639,854	-	182,005	28.44%
Sub-total	870,000	1,248,029	1,248,029	-	566,517	45.39%
COMMUNITY REDEVELOPMENT AGENCY - CRA						
Asset Maintenance and Operation	574,500	1,136,856	1,133,356	(3,500)	251,534	22.19%
Community Policing	100,000	100,000	100,000	-	54,313	54.31%
Non-Capital Projects and Activities	866,500	4,576,457	4,576,457	-	630,238	13.77%
Redevelopment Plan Implementation	558,600	588,784	592,284	3,500	438,583	74.05%
2009 ECUA/WWTP Relocation	1,300,000	1,300,000	1,300,000	-	1,300,000	100.00%
Eastside Redevelopment Area Plan Implementation	145,400	819,903	819,903	-	64,273	7.84%
Westside Redevelopment Area Plan Implementation	534,200	956,782	956,782	-	68,392	7.15%
Sub-total	4,079,200	9,478,782	9,478,782	-	2,807,333	29.62%
FINANCIAL SERVICES						
Accounting	522,200	529,700	517,330	(12,370)	394,742	76.30%
Budget	66,000	63,400	54,000	(9,400)	38,284	70.90%
Contract & Lease Services	80,400	103,500	109,770	6,270	87,664	79.86%
Payroll	203,700	203,700	211,500	7,800	163,665	77.38%
Purchasing	156,000	164,693	172,393	7,700	128,683	74.65%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2020
(Unaudited)**

PROGRAM	FY 2021					% OF BUDGET 06/21
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL 06/21	
Sub-total	1,028,300	1,064,993	1,064,993	-	813,038	76.34%
FINANCIAL SERVICES - RISK MANAGEMENT SERVICES						
Risk Management Services	1,317,200	1,317,200	1,317,200	-	643,281	48.84%
Sub-total	1,317,200	1,317,200	1,317,200	-	643,281	48.84%
FINANCIAL SERVICES - MAIL ROOM						
Mail Room	88,100	88,100	88,100	-	52,045	59.07%
Sub-total	88,100	88,100	88,100	-	52,045	59.07%
FIRE						
Administrative Support	572,900	572,900	618,350	45,450	458,106	74.09%
City Emergency Management	13,100	13,100	13,100	-	9,886	75.47%
Emergency Operations - Fire Suppression	8,165,700	8,418,080	8,395,070	(23,010)	6,592,585	78.53%
Emergency Operations - Rescue	354,100	369,800	368,620	(1,180)	228,045	61.86%
Facilities and Apparatus Management	900,200	913,891	878,441	(35,450)	588,279	66.97%
Fire Cadet	196,800	196,800	155,400	(41,400)	49,905	32.11%
Fire Code Enforcement	295,700	299,600	351,870	52,270	291,371	82.81%
Marine Operations	50,700	50,700	50,700	-	13,257	26.15%
Technical Support to City	13,100	13,100	13,100	-	9,887	75.47%
Training	132,900	132,900	136,220	3,320	109,318	80.25%
Sub-total	10,695,200	10,980,871	10,980,871	-	8,350,639	76.05%
HOUSING						
HOME Program	157,600	845,860	845,860	-	95,975	11.35%
SHIP Program	25,300	26,741	26,741	-	18,835	70.43%
Sub-total	182,900	872,601	872,601	-	114,810	13.16%
HOUSING - CDBG						
Community Development Block Grant (CDBG) Program	547,900	731,407	731,407	-	118,747	16.24%
Housing Rehabilitation	589,900	772,947	772,947	-	183,685	23.76%
Sub-total	1,137,800	1,504,354	1,504,354	-	302,432	20.10%
HOUSING - SECTION 8						
Section 8 Housing Assistance Payments Program Fund	20,072,700	20,118,881	20,118,881	-	11,995,536	59.62%
Sub-total	20,072,700	20,118,881	20,118,881	-	11,995,536	59.62%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2020
(Unaudited)**

PROGRAM	FY 2021					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL 06/21	% OF BUDGET 06/21
HUMAN RESOURCES						
Human Resources Administration	644,800	654,800	654,800	-	507,184	77.46%
Recruiting & Training	153,600	153,600	153,600	-	107,278	69.84%
Sub-total	<u>798,400</u>	<u>808,400</u>	<u>808,400</u>	<u>-</u>	<u>614,462</u>	76.01%
HUMAN RESOURCES - CLINIC						
Clinic	200,500	200,500	200,500	-	97,677	48.72%
Sub-total	<u>200,500</u>	<u>200,500</u>	<u>200,500</u>	<u>-</u>	<u>97,677</u>	48.72%
INNOVATION & TECHNOLOGY						
Innovation & Technology Administration	460,200	463,425	472,038	8,613	330,521	70.02%
Network/System Management	2,493,200	2,996,638	2,988,025	(8,613)	2,052,531	68.69%
Sub-total	<u>2,953,400</u>	<u>3,460,063</u>	<u>3,460,063</u>	<u>-</u>	<u>2,383,052</u>	68.87%
INSPECTION SERVICES						
Inspection Services	1,687,200	1,728,872	1,728,872	-	1,409,721	81.54%
Sub-total	<u>1,687,200</u>	<u>1,728,872</u>	<u>1,728,872</u>	<u>-</u>	<u>1,409,721</u>	81.54%
LEGAL						
Client Legal Advisory Services	839,600	839,600	839,600	-	627,980	74.80%
Sub-total	<u>839,600</u>	<u>839,600</u>	<u>839,600</u>	<u>-</u>	<u>627,980</u>	74.80%
MAYOR						
City Administrator/Cabinet	722,900	707,896	733,852	25,956	670,181	91.32%
Public Information Officer	147,100	147,100	132,350	(14,750)	69,025	52.15%
Neighborhood Services	178,400	180,030	196,730	16,700	132,461	67.33%
Neighborhood Challenge Grants	-	-	71,305	71,305	5,742	8.05%
Office of the Mayor	172,600	172,600	152,894	(19,706)	114,781	75.07%
Sub-total	<u>1,221,000</u>	<u>1,207,626</u>	<u>1,287,131</u>	<u>79,505</u>	<u>992,190</u>	77.09%
NON-DEPARTMENTAL FUNDING						
Agency funding	4,174,300	4,651,882	4,651,882	-	3,932,432	84.53%
Sub-total	<u>4,174,300</u>	<u>4,651,882</u>	<u>4,651,882</u>	<u>-</u>	<u>3,932,432</u>	84.53%
PARKING						
Parking Fund	-	1,207,904	1,207,904	-	336,788	27.88%
Sub-total	<u>-</u>	<u>1,207,904</u>	<u>1,207,904</u>	<u>-</u>	<u>336,788</u>	27.88%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2020
(Unaudited)**

PROGRAM	FY 2021					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL 06/21	% OF BUDGET 06/21
PARKS & RECREATION						
Aquatics	237,000	287,162	287,115	(47)	246,963	86.02%
Athletic Field Maintenance	439,700	439,700	449,292	9,592	326,769	72.73%
Athletics	581,100	581,688	571,021	(10,667)	390,778	68.43%
Office of the Director (Administration)	1,003,300	1,008,061	1,022,459	14,398	813,186	79.53%
Park Administration & Maintenance	2,624,500	2,855,354	2,906,440	51,086	2,130,072	73.29%
Recreation/Resource Center Administration	916,800	916,800	949,812	33,012	754,268	79.41%
Resource Center	1,053,700	1,053,700	963,065	(90,635)	484,230	50.28%
Senior Center	233,400	233,400	226,661	(6,739)	120,683	53.24%
Volunteer & Outdoor Pursuits	62,800	62,800	62,800	-	37,955	60.44%
Sub-total	<u>7,152,300</u>	<u>7,438,665</u>	<u>7,438,665</u>	<u>-</u>	<u>5,304,904</u>	71.32%
PARKS & RECREATION - GOLF						
Osceola Golf Course	768,700	774,725	774,725	-	399,122	51.52%
Sub-total	<u>768,700</u>	<u>774,725</u>	<u>774,725</u>	<u>-</u>	<u>399,122</u>	51.52%
PARKS & RECREATION - TENNIS						
Roger Scott Tennis Center	128,700	128,700	128,700	-	37,712	29.30%
Sub-total	<u>128,700</u>	<u>128,700</u>	<u>128,700</u>	<u>-</u>	<u>37,712</u>	29.30%
PARKS & RECREATION - CMP						
Community Maritime Park Cultural Events	1,113,800	1,512,241	1,512,241	-	495,094	32.74%
Sub-total	<u>1,113,800</u>	<u>1,512,241</u>	<u>1,512,241</u>	<u>-</u>	<u>495,094</u>	32.74%
PENSACOLA ENERGY						
Customer Service	1,275,400	1,277,327	1,228,827	(48,500)	844,359	68.71%
Gas Construction	5,423,700	7,673,253	7,802,253	129,000	6,187,531	79.30%
Gas Cost	16,598,400	16,598,400	16,063,400	(535,000)	12,470,750	77.63%
Gas Marketing	2,396,500	2,396,500	2,881,400	484,900	2,201,009	76.39%
Gas Operations	12,350,800	12,909,359	12,862,959	(46,400)	9,502,349	73.87%
Gas Training	371,700	371,700	381,700	10,000	214,337	56.15%
Infrastructure Replacement	1,178,100	1,178,100	1,184,100	6,000	470,198	39.71%
Sub-total	<u>39,594,600</u>	<u>42,404,639</u>	<u>42,404,639</u>	<u>-</u>	<u>31,890,533</u>	75.21%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2020
(Unaudited)**

PROGRAM	FY 2021					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL 06/21	% OF BUDGET 06/21
PLANNING SERVICES						
Business Licenses	49,100	49,100	50,600	1,500	34,739	68.65%
Pensacola Neighborhood Challenge (PNC)	50,000	87,435	16,130	(71,305)	16,130	100.00%
Planning Services	944,200	945,795	936,095	(9,700)	661,319	70.65%
Sub-total	<u>1,043,300</u>	<u>1,082,330</u>	<u>1,002,825</u>	<u>(79,505)</u>	<u>712,188</u>	71.02%
POLICE						
Administration - Chief's Office	1,605,300	1,605,300	1,669,083	63,783	1,191,235	71.37%
Cadets	381,300	381,300	285,367	(95,933)	136,110	47.70%
Central Records	447,400	447,400	447,430	30	314,455	70.28%
Communications Center	1,914,100	1,914,100	1,914,155	55	1,542,897	80.60%
Community Oriented Policing Squad	871,300	871,300	921,865	50,565	704,075	76.38%
Crime Scene Investigation	851,700	851,700	858,478	6,778	689,299	80.29%
Criminal Intelligence Unit	102,800	102,800	102,820	20	76,249	74.16%
Criminal Investigation Unit	2,580,100	2,580,100	2,574,027	(6,073)	2,010,212	78.10%
k-9 Unit	476,700	476,700	511,496	34,796	339,048	66.29%
Neighborhood Unit	993,400	993,400	817,276	(176,124)	505,239	61.82%
Property Management	366,800	366,800	413,454	46,654	331,792	80.25%
School Resource Office (SRO)	891,900	891,900	924,169	32,269	705,948	76.39%
Traffic	1,472,900	1,472,900	1,489,808	16,908	1,115,638	74.88%
Training/Personnel	868,600	868,600	875,095	6,495	654,546	74.80%
Uniform Patrol	9,149,400	9,149,840	9,086,277	(63,563)	7,594,482	83.58%
Vice & Narcotics	778,800	778,800	862,140	83,340	677,511	78.58%
Sub-total	<u>23,752,500</u>	<u>23,752,940</u>	<u>23,752,940</u>	<u>-</u>	<u>18,588,736</u>	78.26%
PORT						
Administration	808,000	865,488	671,118	(194,370)	426,820	63.60%
Business & Trade Development	215,000	215,000	221,990	6,990	135,021	60.82%
Operations & Maintenance	991,700	996,741	1,163,501	166,760	857,909	73.74%
Seaport Security	247,200	247,200	282,508	35,308	208,958	73.97%
Waterfront Development	194,100	194,100	179,412	(14,688)	78,971	44.02%
Federal/State Matching Grant	-	428,956	428,956	-	172,409	40.19%
Sub-total	<u>2,456,000</u>	<u>2,947,485</u>	<u>2,947,485</u>	<u>-</u>	<u>1,880,088</u>	63.79%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2020
(Unaudited)**

PROGRAM	FY 2021					% OF BUDGET 06/21
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2020 ACTUAL 06/21	
PUBLIC WORKS & FACILITIES - GENERAL FUND						
Building Maintenance Administration	274,400	301,668	308,154	6,486	197,431	64.07%
City Facility Maintenance & Repair	1,291,400	1,310,354	1,303,392	(6,962)	940,679	72.17%
Daily Operations	276,600	278,103	262,143	(15,960)	189,351	72.23%
Resource Center Maintenance	132,400	140,361	137,325	(3,036)	82,982	60.43%
Street Daily Operation	1,079,200	1,235,797	1,242,827	7,030	778,217	62.62%
Traffic Signals & Street Lighting	1,664,600	2,489,262	2,501,704	12,442	1,437,287	57.45%
Traffic Striping	32,200	32,200	32,200	-	21,768	67.60%
Sub-total	<u>4,750,800</u>	<u>5,787,745</u>	<u>5,787,745</u>	<u>-</u>	<u>3,647,715</u>	63.02%
PUBLIC WORKS & FACILITIES - STORMWATER FUND						
Stormwater Operation & Maintenance	2,011,200	2,020,200	2,019,723	(477)	1,461,382	72.36%
Street Sweeping FDOT Roadways	54,800	54,800	58,643	3,843	47,442	80.90%
Street Sweeping Operation & Maintenance	1,012,900	1,099,900	1,096,534	(3,366)	770,482	70.27%
Sub-total	<u>3,078,900</u>	<u>3,174,900</u>	<u>3,174,900</u>	<u>-</u>	<u>2,279,306</u>	71.79%
PUBLIC WORKS & FACILITIES - CENTAL SERVICES FUND						
Plan Review	99,000	99,000	98,980	(20)	48,219	48.72%
Project Design	319,000	324,413	324,433	20	238,869	73.63%
Project Management	408,500	408,500	408,700	200	268,948	65.81%
Survey Operations Coordination	17,400	17,400	17,200	(200)	11,937	69.40%
Sub-total	<u>843,900</u>	<u>849,313</u>	<u>849,313</u>	<u>-</u>	<u>567,973</u>	66.87%
SANITATION SERVICES						
Code Enforcement	1,354,600	1,355,148	1,355,148	-	939,943	69.36%
Code Enforcement-Zoning/Housing	103,100	103,100	103,100	-	80,971	78.54%
Constituent Services	192,300	192,300	184,300	(8,000)	138,230	75.00%
Recycling Collection	1,078,900	1,091,970	1,102,129	10,159	966,031	87.65%
Residential Garbage Collection	4,273,600	5,382,822	5,393,512	10,690	4,490,659	83.26%
Transfer Station	785,400	1,025,400	1,012,551	(12,849)	870,988	86.02%
Yard Trash/Bulk Waste Collection	2,472,400	2,962,400	2,962,400	-	2,439,980	82.36%
Sub-total	<u>10,260,300</u>	<u>12,113,140</u>	<u>12,113,140</u>	<u>-</u>	<u>9,926,802</u>	81.95%
SANITATION SERVICES - GARAGE						
Central Garage	<u>1,869,600</u>	<u>1,869,600</u>	<u>1,869,600</u>	<u>-</u>	<u>952,313</u>	50.94%
Sub-total	<u>1,869,600</u>	<u>1,869,600</u>	<u>1,869,600</u>	<u>-</u>	<u>952,313</u>	50.94%
TOTAL	<u>\$ 164,911,600</u>	<u>188,511,094</u>	<u>188,511,094</u>	<u>-</u>	<u>127,699,246</u>	67.74%

City of Pensacola, Florida
Investment Schedule
As of June 30, 2021
(Unaudited)

<u>POOLED INVESTMENTS</u>	<u>Invest Type</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Market Value</u>
PNC (Formally BBVA)	CD	07/23/20	07/23/21	0.30%	5,106,750.87	5,106,750.87
BankUnited	CD	12/16/20		0.25%	10,000,000.00	10,000,000.00
BankUnited	MM	12/16/20	12/16/21	0.20%	10,000,000.00	10,000,000.00
BankUnited	CD	12/16/20	12/16/21	0.20%	20,000,000.00	20,000,000.00
ServisFirst Bank	CD	12/16/20	12/16/21	0.41%	5,000,000.00	5,000,000.00
Synovus	CD	03/03/21	03/03/22	0.16%	20,000,000.00	20,000,000.00
ServisFirst Bank	CD	03/03/21	03/03/22	0.26%	5,000,000.00	5,000,000.00
Synovus	CD	04/22/21	04/26/22	0.15%	20,000,000.00	20,000,000.00
BankUnited	CD	04/22/21	04/26/22	0.15%	25,000,000.00	25,000,000.00
<u>City's- GCA (checking account)</u>						
Wells Fargo Bank		ERC 0.25% up to fees and 0.17% on excess balance			69,108,167.98	69,108,167.98
TOTAL INVESTMENTS					\$ 189,214,918.85	\$ 189,214,918.85

Wells Fargo Bank is the City's primary depository.

**CITY OF PENSACOLA
DEBT SERVICE SCHEDULE
June 30, 2021
(Unaudited)**

	BALANCE 09/30/20	ADDITION OR (RETIREMENT) OF PRINCIPAL	ESTIMATED BALANCE 06/30/21	REQUIRED RESERVES ^(a)	FUTURE INTEREST	MATURITY DATE
2008 AIRPORT TAXABLE CFC REVENUE NOTE	5,800,000.00	0.00	5,800,000.00	0.00	187,944.19 ^(b)	12/31/21
2011 GAS SYSTEM REVENUE NOTE	1,087,000.00	(538,000.00)	549,000.00	0.00	5,737.05	10/01/21
2015 AIRPORT REFUNDING REVENUE NOTE	8,710,000.00	(995,000.00)	7,715,000.00	1,219,797.50	708,453.75	10/01/27
2016 LOCAL OPTION GAS TAX REVENUE BOND	10,094,000.00	(1,365,000.00)	8,729,000.00	0.00	487,667.55	12/31/26
2016 GAS SYSTEM REVENUE NOTE	12,259,000.00	(1,257,000.00)	11,002,000.00	0.00	690,307.70	10/01/26
2016 EASTSIDE REDEVELOPMENT REVENUE LOAN	500,000.00	0.00	500,000.00	0.00	317,949.00	12/31/45
2017 EASTSIDE REDEVELOPMENT REVENUE BOND	1,147,000.00	(51,000.00)	1,096,000.00	0.00	335,630.70	04/01/37
2017 WESTSIDE REDEVELOPMENT REVENUE BOND	3,583,000.00	(160,000.00)	3,423,000.00	0.00	1,047,684.60	04/01/37
2017 AIRPORT REFUNDING REVENUE NOTE	5,205,000.00	(575,000.00)	4,630,000.00	0.00	422,558.50	10/01/27
2017 INFRASTRUCTURE SALES SURTAX REVENUE BOND	20,957,000.00	(2,136,000.00)	18,821,000.00	0.00	1,663,831.25	10/01/28
2017 URBAN CORE REDEVELOPMENT REVENUE BOND	7,625,000.00	(160,000.00)	7,465,000.00	0.00	1,948,042.00	04/01/40
2018 AIRPORT REFUNDING REVENUE NOTE	28,360,000.00	(1,035,000.00)	27,325,000.00	2,149,814.60	10,768,612.65	10/01/38
2019 URBAN CORE REDEV REFUNDING AND IMPROV REV BOND	58,140,000.00	(1,471,181.00)	56,668,819.00	0.00	26,826,464.56	12/31/43
TOTAL	<u>\$ 163,467,000.00</u>	<u>(9,743,181.00)</u>	<u>153,723,819.00</u>	<u>3,369,612.10</u>	<u>45,410,883.50</u>	

(a) Does not include required O&M and R&R reserves.

(b) Estimated.

CITY OF PENSACOLA
DEBT SERVICE SCHEDULE BY ALLOCATION
June 30, 2021
(Unaudited)

	BALANCE 09/30/20	ADDITION OR (RETIREMENT) OF PRINCIPAL	ESTIMATED BALANCE 06/30/21	REQUIRED RESERVES (a)	FUTURE INTEREST	MATURITY DATE
<u>LOCAL OPTION GAS TAX FUND</u>						
2016 LOCAL OPTION GAS TAX REVENUE BOND	10,094,000.00	(1,365,000.00)	8,729,000.00	0.00	487,667.55	12/31/26
TOTAL LOCAL OPTION GAS TAX FUND	10,094,000.00	(1,365,000.00)	8,729,000.00	0.00	487,667.55	
<u>COMMUNITY REDEVELOPMENT AGENCY</u>						
2016 EASTSIDE REDEVELOPMENT REVENUE LOAN	500,000.00	0.00	500,000.00	0.00	317,949.00	12/31/45
2017 EASTSIDE REDEVELOPMENT REVENUE BOND	1,147,000.00	(51,000.00)	1,096,000.00	0.00	335,630.70	04/01/37
2017 WESTSIDE REDEVELOPMENT REVENUE BOND	3,583,000.00	(160,000.00)	3,423,000.00	0.00	1,047,684.60	04/01/37
2017 URBAN CORE REDEVELOPMENT REVENUE BOND	7,625,000.00	(160,000.00)	7,465,000.00	0.00	1,948,042.00	10/01/28
2019 URBAN CORE REDEV REFUNDING AND IMPROV REV BOND	58,140,000.00	(1,471,181.00)	56,668,819.00	0.00	26,826,464.56	12/31/43
TOTAL COMMUNITY REDEVELOPMENT AGENCY	70,995,000.00	(1,842,181.00)	69,152,819.00	0.00	30,475,770.86	
<u>LOCAL OPTION SALES TAX FUND</u>						
2017 INFRASTRUCTURE SALES SURTAX REVENUE BOND	20,957,000.00	(2,136,000.00)	18,821,000.00	0.00	1,663,831.25	10/01/28
TOTAL LOCAL OPTION SALES TAX FUND	20,957,000.00	(2,136,000.00)	18,821,000.00	0.00	1,663,831.25	
<u>GAS UTILITY FUND</u>						
2011 GAS SYSTEM REVENUE NOTE	1,087,000.00	(538,000.00)	549,000.00	0.00	5,737.05	10/01/21
2016 GAS SYSTEM REVENUE NOTE	12,259,000.00	(1,257,000.00)	11,002,000.00	0.00	690,307.70	10/01/26
TOTAL GAS UTILITY FUND	13,346,000.00	(1,795,000.00)	11,551,000.00	0.00	696,044.75	
<u>AIRPORT FUND</u>						
2008 AIRPORT TAXABLE CFC REVENUE NOTE	5,800,000.00	0.00	5,800,000.00	0.00	187,944.19 (b)	12/31/21
2015 AIRPORT REFUNDING REVENUE NOTE	8,710,000.00	(995,000.00)	7,715,000.00	1,219,797.50	708,453.75	10/01/27
2017 AIRPORT REFUNDING REVENUE NOTE	5,205,000.00	(575,000.00)	4,630,000.00	0.00	422,558.50	10/01/27
2018 AIRPORT REFUNDING REVENUE NOTE	28,360,000.00	(1,035,000.00)	27,325,000.00	2,149,814.60	10,768,612.65	10/01/38
TOTAL AIRPORT FUND	48,075,000.00	(2,605,000.00)	45,470,000.00	3,369,612.10	12,087,569.09	
TOTAL	\$ 163,467,000.00	(9,743,181.00)	153,723,819.00	3,369,612.10	45,410,883.50	

(a) Does not include required O&M and R&R reserves.

(b) Estimated.

CITY OF PENSACOLA
SCHEDULE OF LEGAL COSTS
June 30, 2021
(Unaudited)

ATTORNEY NAME OR FIRM	AMOUNT PAID	NATURE OF SERVICES PROVIDED
RISK MANAGEMENT:		
COLLEEN CLEARY ORTIZ PA	\$ 21,474.43	Workers Compensation Claims
CLARK PARTINGTON HART LARRY	33,006.00	Claims and Litigation
QUINTAIROS PRIETO WOOD & BOYER PA	7,754.32	Workers Compensation and Liability Claims
RODERIC G. MAGIE, PA	24,482.51	Workers Compensation Claims
RUMBERGER KIRK & CALDWELL PA	4,515.50	Police Liability Claims
SNIFFEN & SPELLMAN PA	32,349.21	Police Liability Claims
WILSON HARRELL & FARRINGTON PA	81,627.47	Claims and Litigation
SUBTOTAL:	205,209.44	
ST AEROSPACE:		
BEGGS & LANE	132,223.50	Airport VT Mobile Aerospace Engineering Project
SUBTOTAL:	132,223.50	
ALL OTHER LEGAL COSTS:		
ALLEN NORTON & BLUE P A	39,990.58	Administrative, Collective Bargaining and Employee Matters
BEGGS & LANE	11,534.50	Contract and Real Estate Law
BRYANT MILLER OLIVE PA	22,927.50	Bond Counsel and CRA Matters
CARLTON FIELDS JORDEN BURT	37,040.00	Superfund and Other Environmental Matters
GALLOWAY, JOHNSON, TOMPKINS, BURR AND SMITH	4,666.00	Skanska Barge Matters
GRAY ROBINSON PA	55,126.00	Fee, Tax and Pension Plan Compliance
GUNSTER YOAKLEY & STEWART PA	7,507.20	Natural Gas Matters
LOCKE LORD LLP	2,500.00	Bond Disclosure Counsel
MCCARTER & ENGLISH LLP	20,627.21	Natural Gas Industry
NABORS GIBLIN & NICKERSON P A	1,416.85	Annual Stormwater Assessment Program
RAY, JR LOUIS F	30,710.00	Code Enforcement Special Magistrate
V. KEITH WELLS P.A.	3,500.00	Employee Personnel Board Attorney
SUBTOTAL:	237,545.84	
REPORT TOTAL:	\$ 574,978.78	

**TREE PLANTING TRUST FUND
FISCAL YEAR 2021
PARKS AND RECREATION
FEES COLLECTED THROUGH June 30,2021**

<u>Address</u>	<u>District</u>	<u>Amount</u>	<u>Purpose</u>
1017 Fairnie Ave	District 6	1,000.00	Tree beside house was causing foundation issues. Have letter from structural engineer
Total		<u>1,000.00</u>	

CITY OF PENSACOLA
Contracts/ Expenditures
Over \$25,000 Approved By Mayor
4/01/21 - 4/30/21

NAME OF COMPANY	NATURE OF SERVICES PROVIDED & DEPARTMENT	SBE	PURCHASE METHOD	AMOUNT PAID	BUDGETED
CONTRACT RENEWALS/ EXTENSIONS					
Big Orange Enterprise, LLC dba Escape Landscaping	2021 Landscape Maintenance Zone 4 & 5 – Parks & Recreation	Yes	Bid No. 21-008	\$84,330.00	Yes
Executive Landscaping, Inc.	2021 Landscape Maintenance Zone 2 & 3 – Parks & Recreation	No	Bid No. 21-007	75,610.00	Yes
CONTRACT RENEWALS/ EXTENSIONS					
Ranger Environmental Services, LLC	Sediment Tank Cleaning – Public Works	No	Year 2 of 3, Bid No.# 19-020	142,513.00	Yes
QUOTES & DIRECT NEGOTIATIONS					
AeroCloud System, Inc.	Gate Management & FID System Installation and Software – Port	No	Quotations	63,724.00	Yes
APTIM Corp dba APTIM Port Services, LLC	Work Order #017: Sally EPM Engineering Services for Commendencia Ferry Dock Repairs – Port	No	Continuing Contract RFQ 15-03	95,912.00	Yes
Atkins North America, Inc.	Work Order #30: Taxiway A Rehabilitation Engineering Services – Airport	No	Continuing Contract RFQ #17-022	521,073.00	Yes
Blue Water Construction & Landscaping	Osceola Golf Course Palm Tree Pruning – Parks and Recreation	Yes	Quotations	29,500.00	Yes
Consolidated Pipe & Supply	Warehouse: Yellow Tracer Wire – Pensacola Energy	No	Quotations	30,000.00	Yes
Devtech Sales, Inc.	Honeywell/American Regulators Model 1813C – Pensacola Energy	No	Sole Source	27,881.00	Yes
Mayer Electric Supply Co., Inc.	10 Hapco Poles and 10 Spring City Fixtures – Public Works	No	Quotations	34,985.00	Yes
OpenGov, Inc.	Budgeting/Planning Suite Software – Finance	No	Single Quotation	138,000.00	Yes
Site & Utility, LLC	2021 Sidewalk Project, Phase 2 – Engineering	Yes	Quotations	89,806.00	Yes

CITY OF PENSACOLA
Contracts/ Expenditures
Over \$25,000 Approved By Mayor
4/01/21 - 4/30/21

<u>NAME OF COMPANY</u>	<u>NATURE OF SERVICES PROVIDED & DEPARTMENT</u>	<u>SBE</u>	<u>PURCHASE METHOD</u>	<u>AMOUNT PAID</u>	<u>BUDGETED</u>
<u>STATE, FEDERAL OR OTHER BUYING CONTRACTS</u>					
Federal Eastern International	Point Blank Ballistic HiLite Carriers – Police	No	NASPO Contract# 2016-181	40,744.00	Yes
Southern Computer Warehouse	Toughbooks with adapters – Pensacola Energy	No	National Coop. Purch. All. 01-97	32,079.00	Yes
Wesco Distribution, Inc.	Replace Light Poles, Level 4 Garage - Airport	No	NPP Contract #274647	38,981.00	Yes

CITY OF PENSACOLA
Contracts/ Expenditures
Over \$25,000 Approved By Mayor
5/01/21 - 5/31/21

NAME OF COMPANY	NATURE OF SERVICES PROVIDED & DEPARTMENT	SBE	PURCHASE METHOD	AMOUNT PAID	BUDGETED
FORMAL BID/RFQs					
AllstopWaterproofing, LLC	Runway 17/35 Joint Repairs – Airport	Yes	Bid No. 21-009	139,298.00	Yes
Axtell's, Inc.	Runway 8/26 Crack Repair Project – Airport	No	Bid No. 21-010	94,750.00	Yes
QUOTES & DIRECT NEGOTIATIONS					
Accelerated Construction Services, Inc.	TSA Services Space Renovations – Airport	Yes	Single Quotation	141,500.00	Yes
Baskerville Donovan, Inc.	Service Authorization #20-006: Hurricane Sally – Community Maritime Park Plans for Repairs – Parks & Recreation	No	Continuing Contract Srcv RFQ 19-023	64,040.00	Yes
Emon Enterprises, LLC dba Jani-King of Pensacola	Community Maritime Park and Plaza de Luna Restroom Maintenance – Parks and Recreation	No	Quotations	48,240.00	Yes
Equipment Controls Co., Inc.	Residential Gas Meters w/AMR Smartpoints: Sensus R275 Meters – Pensacola Energy	No	Sole Source	69,408.00	Yes
Highsteele Landscaping & Home Improvement dba Highsteele Fencing, LLC	Chain link Fence Installation at 1621 Atwood Drive – Pensacola Energy	No	Single Quotation	48,207.00	Yes
Mott MacDonald Florida, LLC	Service Authorization #502100054-020: Design of Post Hurricane Sally Repairs to Plaza de Luna – Parks & Recreation	No	Continuing Contract Srcv RFQ 19-023	132,690.00	Yes
Reynolds Smith & Hills, Inc.	Work Order # 19: Elevated Runway Guard Lights Design & Bidding Services – Airport	No	Continuing Contract Srcv RFQ 17-022	92,038.00	Yes
Vortex Lining System, LLC	N. 9th Avenue Manhole #2 Rehabilitation – Engineering	No	Single Quotation	26,380.00	Yes

CITY OF PENSACOLA
Contracts/ Expenditures
Over \$25,000 Approved By Mayor
5/01/21 - 5/31/21

NAME OF COMPANY	NATURE OF SERVICES PROVIDED & DEPARTMENT	SBE	PURCHASE METHOD	AMOUNT PAID	BUDGETED
STATE, FEDERAL OR OTHER BUYING CONTRACTS					
Rush Truck Center of Florida, Inc.	Peterbilt Trucks: One (1) Truck Tractor and Two (2) K-Booms Yard Waste Trucks – Sanitation	No	FL Sheriffs Assn Contract# FSA20- VEH18.0 Sourcewell Coop.	699,193.00	Yes
Sansom Equipment Company, Inc.	Two (2) Autocar/Neway Garbage Vehicles – Sanitation	No	Purch. Contract#091219- NWW	783,264.00	Yes

CITY OF PENSACOLA
Contracts/ Expenditures
Over \$25,000 Approved By Mayor
6/01/21 - 6/30/21

NAME OF COMPANY	NATURE OF SERVICES PROVIDED & DEPARTMENT	SBE	PURCHASE METHOD	AMOUNT PAID	BUDGETED
FORMAL BID/RFQs					
Carpet Creations of Florida, Inc. dba Carpet Creations	Terminal Flooring Replacement – Airport	Yes	ITB 21-021	32,273.00	Yes
Olameter DPG, LLC	Natural Gas System Leak Survey – Pensacola Energy	No	RFP 21-006	101,068.00	Yes
QUOTES & DIRECT NEGOTIATIONS					
Beard Equipment Company	One (1) Dozer and One (1) Excavator with Thumb – Engineering	No	Quotations	188,882.00	Yes
Blue Water Construction & Landscaping	ADA Playground Engineered Wood Fiber Installation – Parks and Recreation	Yes	Quotations	32,800.00	Yes
Cameron-Cole, LLC	Fire Station #4: Supplemental Assessment Activity - Fire	No	Continuing Contract Srcv RFQ 20-004	87,500.00	Yes
General Utility Pipe & Supply	Warehouse: Curb/Valve Box & PE Valve – Pensacola Energy	No	Continuing Contract Srcv ITB 19-031	45,296.00	Yes
The Hiller Companies, Inc.	Remove/Refill/Replace Sinorex Agent Tanks – Technology Resources	No	Quotations	63,835.00	Yes
Reynolds Smith & Hills, Inc.	Work Order # 20: Runway Object Free Area Roadway Realignment Construction Phase – Airport	No	Continuing Contract Srcv RFQ 17-022	239,337.00	Yes
Site & Utility, LLC.	2021 Sidewalk Project, Phase 3 – Engineering	Yes	Quotations	68,605.00	Yes
Sperduto & Associates, Inc.	2021 Employee Engagement Survey – Human Resources	No	Direct Negotiations	32,700.00	Yes
YMCA Young Men's Christian Assoc. of Northwest Florida, Inc.	YMCA Swim Facility Management, Year Two – Parks and Recreation	No	Direct Negotiations	187,086.00	Yes

CITY OF PENSACOLA
Contracts/ Expenditures
Over \$25,000 Approved By Mayor
6/01/21 - 6/30/21

NAME OF COMPANY	NATURE OF SERVICES PROVIDED & DEPARTMENT	SBE	PURCHASE METHOD	AMOUNT PAID	BUDGETED
<u>STATE, FEDERAL OR OTHER BUYING CONTRACTS</u>					
Bozard Ford Company	One (1) Ford Explorer – Airport	No	FL Sheriffs Assn Contract# FSA20- VEH28.0	29,655.00	Yes
Bozard Ford Company	Two (2) Unmarked Police Vehicles – Police	No	FL Sheriffs Assn Contract# FSA19- VEL27.0	70,206.00	Yes
Bozard Ford Company	Two (2) Flatbed Dump Body Trucks – Sanitation	No	FL Sheriffs Assn Contract# FSA20- VEH18.0	96,290.00	Yes
Bozard Ford Company	Three (3) F-550 CNG Powered Utility Trucks – Sanitation	No	FL Sheriffs Assn Contract# FSA20- VEH18.0	318,963.00	Yes
Sansom Equipment Company, Inc.	Pelican P Dual, Tier 4F, 55KW Sweeper – Public Works	No	Sourcewell Coop. Purch. Contract#12207- FSC	225,157.00	Yes
Sansom Equipment Company, Inc.	Broom Bear Dual Broom Sweeper – Public Works	No	Sourcewell Coop. Purch. Contract#12207- FSC	281,252.00	Yes
Wastequip Manufacturing Co., Inc.	Five (5) Roll Off Containers – Sanitation	No	Sourcewell Coop. Purch. Contract#WQ- 10195674	46,438.00	Yes

Financial Report

City of Pensacola

3rd Quarter Financial Statement

Nine Months Ending June 30, 2021

FY 2021 Issues

- Consistent growth in the Economy
- Half-Cent Sales Tax & Local Option Sales Tax
 - Growth from FYE 2019 to FYE 2020
 - Half-Cent Sales Tax decreased by **2.28%**
 - Local Option Sales Tax decreased by **2.84%**
- Ad Valorem Taxable Valuations
 - Positive Growth
- COVID-19 – Certain Revenues Continue to Trend Lower
- American Rescue Plan Act - \$19.1M
 - Through July 2021 Council has approved ARPA Appropriations totaling \$10,282,640
- Expenditures in total, in line with Budgeted Projections
- Interest Rates
- Legal Services and Fees
- Contracts & Expenditures over \$25,000 Approved by Mayor

General Fund

- In Total, Revenues Exceeded Budget
 - Attributed to Property Tax, Half-Cent Sales Tax, and the Transfer from Pensacola Energy
 - Franchise Fees & Public Service Tax – **-\$126,600 or 1.13%**
 - Half-Cent Sales Tax – **+ \$418,900 or 12.41%**
- Communication Services Tax – **-\$19,700 or 0.94%**
- Municipal Revenue Sharing – **\$27,400 or 1.57%**

General Fund

- In Total, Revenues Exceeded Budget
 - Until the End of the COVID-19 Pandemic, Revenues are Unknown to Meet Budget by FYE
- Special Permits within Planning Services Have Exceeded Budget
- Revenues for Escambia School Board for the School Resources Officer's program are under Budget
- PPD Taxi and Adult Entertainment Permits suspended, updated Ordinances to be brought to Council for Approval
- General Fund Transfer to Stormwater Capital Projects meets Budget
- 3rd Quarter Expenditures, In Total, Within Budget

Tree Planting Trust Fund

- Revenue and Expenditures Recorded in General Fund
 - Total Contributions Plus Interest Income - \$11,600
 - Expenditures/Encumbrances - \$16,400
 - End of 3rd Quarter Balance - \$522,900.

Park Purchases Trust Fund

- Revenue and Expenditures Recorded in General Fund
 - Total Contributions Plus Interest Income - \$8,400
 - Expenditures/Encumbrances - \$0
 - End of 3rd Quarter Unencumbered Balance - \$119,100
 - Council approved Expansion of Magee Field - \$110,000

Housing Initiatives Fund

- Revenue and Expenditures Recorded in General Fund
 - 3rd Quarter “Housing Initiatives Fund” Total Contributions - \$6,400
 - “Housing Initiatives Fund” Expenditures/Encumbrances - \$17,500
 - End of 3rd Quarter Balance for “Housing Initiatives Fund” - \$504,500

Special Revenue Funds

- Local Option Gasoline Tax Fund
 - Revenue of \$926,300 was **\$26,300 or 2.92%** Above Budget for the 3rd Quarter
 - Local Option Gasoline Tax Revenues are Expected to Meet Budget by FYE
 - Fund Expenditures Will Not Exceed Revenues for the Fiscal Year

Special Revenue Funds

- Stormwater Utility Fund
 - Revenue of \$2,801,100 Represents 102.42% of Budget
 - Expenditures are Consistent with Budget for 3rd Quarter
 - Council allocated \$250,000 from LOST for Street Sweeper replacement in December 2020
 - Stormwater Utility Fee Adjustment is proposed in the FY 2022 Budget
 - Rate increasing from \$72.24 per ESU to \$76.12 for FY22 and an increase to the maximum approved by Council of \$80 per ESU for FY23

Special Revenue Funds

- Parking Management Fund
 - Revenues Exceeded Expenses by **\$51,600**
 - No FY 2021 3rd Quarter Comparative Data, this is the First Year under City Management
 - Parking Revenues impacted due to COVID-19 and the General Daniel "Chappie" James Jr. Bridge closure due to Hurricane Sally Damage
 - Parking Activities increasing through Third Quarter
 - Boat Launch Fees are now under Parking Management, Fees are expected to meet budget by year end. Through the 3rd Quarter \$9,800 has been collected.

Special Revenue Funds

- Municipal Golf Course Fund
 - Expenditures Exceeded Revenue by **\$124,100** Before General Fund Subsidy (\$187,500)
 - **\$40,000** Above FY 2020 3rd Quarter Revenues
 - Increase in Revenue Due to Good Weather and Essential Services Provided by Osceola

Special Revenue Funds

- Municipal Golf Course Fund
 - 16,503 Rounds Played in 3rd Quarter of FY 2021 – an Increase of **402** Rounds From FY 2020
 - 4,980 of Driving Range Usage in 3rd Quarter of FY 2021 – an Increase of **209** Driving Range Usage from FY 2020
 - Concession Payments are Current Through the 3rd quarter of FY 2021
 - Expenditures Consistent with Budget

Special Revenue Funds

- Inspection Services Fund
 - In Total, Revenues Exceeded Expenses By **\$786,200**
 - Revenues were **\$976,000** more than the Prior Year
 - Construction and Housing demand continue to be high during the COVID-19 Pandemic along with Hurricane Sally Repair Permits contributing to increases in Revenue over the prior year
 - Expenditures Were Consistent With Budget

Special Revenue Funds

■ Roger Scott Tennis Center

- Revenues Exceeded Expenditures by **\$61,200**
- Revenues Declined Due to COVID-19 Pandemic
- Expenditures Not Anticipated to Exceed Budget
- Three-year Contract with Gulf Coast Tennis Group, LLC for the Operation & Management of Roger Scott Tennis Center is Month to Month until a Final Contract is Approved.
- Effective January 1, 2018
 - City Receives Minimum Annual Guaranteed Revenue of \$125,000
 - Estimated to Fund City's Cost of Operations

Special Revenue Funds

- Community Maritime Park Management Services Fund
 - Revenues Exceeded Expenditures by **\$75,600**
 - Expenditures normally Exceed Revenues Until Fourth Quarter when the Majority of Revenues are Accounted For
 - Revenues **\$399,800** higher than the Prior Year
 - Also Impacted by COVID-19 Pandemic
 - Limited Activities at Park continue and Baseball Season resumed on May 4, 2021
 - Expenses Consistent with Budget

Capital Projects Funds

- Local Option Sales Tax Fund
 - Revenues exceeded Budget by **\$611,000** or **9.92%**
 - FY 2020 Revenues under Budget by **\$612,500**
 - If Revenues continue to exceed Budget, Future Year Revenues may be adjusted back to Pre-COVID levels
 - Expenditures in Total, Consistent with Budget
 - Extension of Local Option Sales Tax (Through 12/31/2028)
 - Anticipated that a Draw Upon City's Pooled Cash Will Occur Through the Life of the LOST IV Series.

Capital Projects Funds

- Stormwater Capital Projects Fund
 - General Fund Transfer no longer Equals Collection from Stormwater Utility Fund - \$2,735,000
 - Expenditures Within Budget
 - May 2021 the City Council adopted Resolution No. 2021-32 allowing Stormwater Capital Purchases to be paid outside the Stormwater Capital Fund and setting the General Fund Transfer at \$2,735,000 for future years.

Enterprise Funds

■ Gas Utility Fund

- Fund Balance and Revenue exceeded Expenses and Encumbrances by **\$1,050,700**
- 3rd Quarter FY21 Revenues were Above FY20 Revenues
 - Increase Mainly due to increases in Gas Costs
- Additional \$0.10 per Ccf suspended for 3rd Quarter-\$1,103,400
- Infrastructure Cost Recovery Fee - \$3,007,900
- No CPI increase included in the FY 2022 Budget
- In Total, Expenses Consistent with Budget

Enterprise Funds

- Sanitation Fund
 - Fund Balance and Operating Revenue were Below Operating Expenses and Encumbrances by **\$901,500**
 - Fund Revenues were **\$820,200** Below FY 20 Revenues
 - No Federal CNG Rebates Received during the 3rd Quarter FY21
 - Rebates Used to Offset the Cost of Capital Equipment
 - A CPI increase of 4.1% is proposed in the FY 2022 Budget to Maintain operations and Capital Equipment Replacement
 - Fuel Surcharge Revenues below Expenses by **\$11,500** through July 2021, rate increased from \$1.30 to \$1.40 August 2021 to meet Budget by Fiscal Year end.
 - Expenses Consistent with Budget

Enterprise Funds

■ Port of Pensacola

- Fund Balance and Revenues exceeded Expenses and Encumbrances by **\$2,245,900**
- Revenues Exceeded FY 20 Revenues By **\$1,857,200**
 - Increase in Storage, Property Rental and Hurricane Sally Insurance Revenues
 - Increase in Port Tariff Rate
 - GE Doubled Utilization of the Port
- Expenses, In Total, were at Budget
 - Due to Increased Activity at the Port
 - FY 2021 Expenses **\$221,900** more than FY 2020 for 3rd Quarter

Enterprise Funds

■ Airport Fund

- Fund Balance and Revenue Exceeded Expenses and Encumbrances by **\$7,120,100**
- 3rd Quarter FY2021 Passenger Traffic Increased by **25.4%** Compared to 3rd Quarter FY 2020
- Airport Revenues were **\$1,457,500** Below FY 2020
 - Airline Revenues were **\$2,665,600** Below Prior Fiscal Year
 - Non-Airline Revenues Increased from Prior Fiscal Year by **\$1,208,200**
 - Airline Rentals, Baggage Handler System, Loading Bridge Fees, and Apron Area Rentals were Below Prior Fiscal Year by **\$2,645,600**
 - Gift Shop, Restaurant/Lounge, Rental Cars, and Rental Car CFC Revenue was **\$1,287,500** Above the prior year
- Expenses Consistent with Budget
- Transportation Industry is Experiencing the Effects of COVID-19 Pandemic
 - June FY 2021 Passenger Traffic increased by 253% over June FY2020.

Internal Service Funds

- Insurance Retention Fund/Central Services Fund

- Provide Services To the City's Other Operating Funds
- Revenues and Expenses Consistent With Budgeted Levels

Investment and Debt Service Schedules

- Provided For Information
 - Listing of City Investments
 - Listing of City's Debt Issues
 - Interest Rates

Legal Costs Schedule

- Schedule of Legal Costs Paid to Attorneys and/or Firms Who Have Provided Services to the City

Legal Costs Schedule

CITY OF PENSACOLA
SCHEDULE OF LEGAL COSTS
June 30, 2021
(Unaudited)

ATTORNEY NAME OR FIRM	AMOUNT PAID	NATURE OF SERVICES PROVIDED
RISK MANAGEMENT:		
COLLEEN CLEARY ORTIZ PA	\$ 21,474.43	Workers Compensation Claims
CLARK PARTINGTON HART LARRY	33,006.00	Claims and Litigation
QUINTAIROS PRIETO WOOD & BOYER PA	7,754.32	Workers Compensation and Liability Claims
RODERIC G. MAGIE, PA	24,482.51	Workers Compensation Claims
RUMBERGER KIRK & CALDWELL PA	4,515.50	Police Liability Claims
SNIFFEN & SPELLMAN PA	32,349.21	Police Liability Claims
WILSON HARRELL & FARRINGTON PA	81,627.47	Claims and Litigation
SUBTOTAL:	205,209.44	
ST AEROSPACE:		
BEGGS & LANE	132,223.50	Airport VT Mobile Aerospace Engineering Project
SUBTOTAL:	132,223.50	
ALL OTHER LEGAL COSTS:		
ALLEN NORTON & BLUE P A	39,990.58	Administrative, Collective Bargaining and Employee Matters
BEGGS & LANE	11,534.50	Contract and Real Estate Law
BRYANT MILLER OLIVE PA	22,927.50	Bond Counsel and CRA Matters
CARLTON FIELDS JORDEN BURT	37,040.00	Superfund and Other Environmental Matters
GALLOWAY, JOHNSON, TOMPKINS, BURR AND SMITH	4,666.00	Skanska Barge Matters
GRAY ROBINSON PA	55,126.00	Fee, Tax and Pension Plan Compliance
GUNSTER YOAKLEY & STEWART PA	7,507.20	Natural Gas Matters
LOCKE LORD LLP	2,500.00	Bond Disclosure Counsel
MCCARTER & ENGLISH LLP	20,627.21	Natural Gas Industry
NABORS GIBLIN & NICKERSON P A	1,416.85	Annual Stormwater Assessment Program
RAY, JR LOUIS F	30,710.00	Code Enforcement Special Magistrate
V. KEITH WELLS P.A.	3,500.00	Employee Personnel Board Attorney
SUBTOTAL:	237,545.84	
REPORT TOTAL:	\$ 574,978.78	

Financial Report

City of Pensacola

3rd Quarter Financial Statement

Nine Months Ending June 30, 2021