



City of Pensacola

Agenda Conference

Agenda

Monday, March 21, 2022, 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. [22-00289](#) PRESENTATION - CICLOVIA

Recommendation: That City Council receive a presentation from Rand Hicks regarding Ciclovía 2022.

Sponsors: Ann Hill

2. [22-00291](#) PRESENTATION REGARDING PENTACHLOROPHENOL

Recommendation: That City Council receive a presentation from Council Member Sherri Myers regarding Pentachlorophenol.

Sponsors: Sherri Myers

REVIEW OF CONSENT AGENDA ITEMS

3. [22-00265](#) APPOINTMENTS - PARKS AND RECREATION BOARD

Recommendation: That City Council appoint four (4) individuals to the Parks and Recreation Board for a term of three (3) years, expiring March 31, 2025.

Sponsors: Ann Hill

Attachments: [Member List](#)
[Nomination Form - Antonio Bruni](#)
[Application of Interest - Antonio Bruni](#)
[Application of Interest - David Del Gallo](#)
[Application of Interest - Mike Odonovan](#)
[Application of Interest - Maranda Sword](#)
[Ballot](#)

4. [22-00266](#) APPOINTMENTS - ENVIRONMENTAL ADVISORY BOARD

Recommendation: That City Council appoint one individual who is an employed or retired environmental professional, or member of local environmental organizations or business with an interest in City environmental issues; and appoint one at-large resident or property owner of the City to a term of two (2) years, expiring March 1, 2024.

Sponsors: Ann Hill

Attachments: [Member List](#)
[Nomination Form - Katie Dineen](#)
[Application of Interest - Katie Dineen](#)
[Nomination Form - John Dittmar](#)
[Application of Interest - John Dittmar](#)
[Ballot](#)

5. [22-00267](#) THIRD AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF PENSACOLA AND HARBOURVIEW CORPORATION ON THE BAY

Recommendation: That the City Council approve the Third Lease Amendment between the City of Pensacola and Harbourview of Pensacola LLC for the parking garage located across from their building at 25 West Cedar St. Further, that City Council authorize the Mayor to take all necessary actions to execute and administer the lease amendment.

Sponsors: Lissa Dees

Attachments: [Third Amendment to Lease Agreement between the City of Pensacola](#)

REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

6. [22-00192](#) PUBLIC HEARING: PROPOSED AMENDMENT TO SECTION 12-6-6 PROTECTED TREES
- Recommendation:** That City Council conduct a public hearing on March 10, 2022 to consider a proposed amendment to Section 12-6-6 Protected Trees.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Ordinance No. 09-22](#)
[Planning Board Minutes February 8, 2022 - DRAFT](#)
7. [09-22](#) PROPOSED ORDINANCE NO. 09-22 - AMENDMENT TO THE LAND DEVELOPMENT CODE - SECTION 12-6-6 PROTECTED TREES
- Recommendation:** That City Council approve Proposed Ordinance No. 09-22 on first reading.
- AN ORDINANCE AMENDING SECTION 12-6-6 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PROTECTED TREES, PROVIDING FOR SETBACK DEVIATION PROCESS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Ordinance No. 09-22](#)
[Planning Board Minutes February 8, 2022 - DRAFT](#)
8. [22-00273](#) PUBLIC HEARING: PROPOSED AMENDMENT TO SECTION 12-11-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, APPEALS, MODIFICATIONS, AND VARIANCES; CREATING SECTION 12-11-2 (F), MODIFICATIONS OF THE COMMUNITY REDEVELOPMENT AREA URBAN DESIGN OVERLAY STANDARDS
- Recommendation:** That City Council conduct a Public Hearing on March 24, 2022, to consider the proposed amendment to Section 12-11-2 of the Code of the City of Pensacola, Florida, Appeals, Modifications, and Variances; creating Section 12-11-2 (f), Modifications of the Community Redevelopment Area Urban Design Overlay standards.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Proposed Ordinance No. 13-22](#)
[March 2022 Planning Board Minutes](#)

9. [13-22](#) PROPOSED ORDINANCE NO. 13-22 - AMENDMENT TO SECTION 12-11-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, APPEALS, MODIFICATIONS, AND VARIANCES; CREATING SECTION 12-11-2 (F), MODIFICATIONS OF THE COMMUNITY REDEVELOPMENT AREA URBAN DESIGN OVERLAY STANDARDS
- Recommendation:* That City Council approve Proposed Ordinance No. 13-22 on first reading:
- AN ORDINANCE AMENDING SECTION 12-11-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, APPEALS, MODIFICATIONS, AND VARIANCES; CREATING SECTION 12-11-2 (f), MODIFICATIONS, OF THE COMMUNITY REDEVELOPMENT AREA URBAN DESIGN OVERLAY STANDARDS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Proposed Ordinance No. 13-22](#)
 [March 2022 Planning Board Minutes](#)
10. [22-00217](#) REQUEST FOR VOLUNTARY ANNEXATION - BAPTIST HOSPITAL-OWNED PROPERTIES.
- Recommendation:* That City Council approve the request for the voluntary annexation of two (2) parcels owned by Baptist Hospital.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Proposed Ordinance No. 10-22](#)
 [Exhibit A: Maps of Annexation Area](#)
11. [10-22](#) PROPOSED ORDINANCE NO. 10-22 - REQUEST FOR VOLUNTARY ANNEXATION - BAPTIST HOSPITAL OWNED PROPERTIES
- Recommendation:* That City Council approve Proposed Ordinance No. 10-22 on first reading.
- AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Proposed Ordinance No. 10-22](#)
 [Exhibit A: Maps of Annexation Area](#)

12. [22-00219](#) REQUEST FOR VOLUNTARY ANNEXATION - 315 EAST SELINA STREET AND 4908 CHANEY STREET.
- Recommendation:* That City Council approve the request for the voluntary annexation of two (2) parcels located at 315 East Selina Street and 4908 Chaney Street.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Proposed Ordinance No. 11-22](#)
[Exhibit A: Maps of Annexation Area](#)
13. [11-22](#) PROPOSED ORDINANCE NO. 11-22 - REQUEST FOR VOLUNTARY ANNEXATION – 315 EAST SELINA STREET AND 4908 CHANEY STREET.
- Recommendation:* That City Council approve Proposed Ordinance No. 11-22 on first reading.
- AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Proposed Ordinance No. 11-22](#)
[Exhibit A: Maps of Annexation Area](#)
14. [22-00221](#) REQUEST FOR VOLUNTARY ANNEXATION - RICHARDS MEMORIAL UNITED CHURCH PROPERTY
- Recommendation:* That City Council approve the request for the voluntary annexation of the portion of the Richards Memorial United Church lying outside the City limits.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Proposed Ordinance No. 12-22](#)
[Exhibit A: Maps of Annexation Area](#)

15. [12-22](#) PROPOSED ORDINANCE NO. 12-22 - REQUEST FOR VOLUNTARY ANNEXATION - RICHARDS MEMORIAL UNITED METHODIST CHURCH PROPERTY
- Recommendation:* That City Council approve Proposed Ordinance No. 12-22 on first reading.
- AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Proposed Ordinance No. 12-22](#)
 [Exhibit A: Maps of Annexation Area](#)
16. [22-00288](#) FUNDING AMENDMENT FOR HARNESSING OPPORTUNITY AND POWER OF EDUCATION, INC. (H.O.P.E.)/HUTS 4 OUR FRIENDS, INC.
- Recommendation:* City Council approve a change in the scope of services provided by H.O.P.E. Foundation/Huts 4 our Friends.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Budget for There is Hope AKA Huts for our Friends](#)
17. [2022-037](#) RESOLUTION NO. 2022-037 - ENCOURAGING THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS TO ADOPT AN ORDINANCE REGARDING THE DEFACEMENT OF PROPERTY
- Recommendation:* That City Council adopt Resolution No. 2022-037:
- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA ENCOURAGING THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS TO ADOPT AN ORDINANCE REGARDING THE DEFACEMENT OF PROPERTY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND EFFECTIVE DATE.
- Sponsors:* Sherri Myers
- Attachments:* [Resolution No. 2022-037](#)

18. [2022-034](#) RESOLUTION NO. 2022-034 ESTABLISHING THE POLICY FOR
ACQUISITION OF REAL PROPERTY

Recommendation: That City Council adopt Resolution No. 2022-034:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PENSACOLA ESTABLISHING THE POLICY FOR ACQUISITION OF
REAL PROPERTY; PROVIDING SEVERABILITY; PROVIDING AN
EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Resolution No. 2022-034](#)
[Council Action - Approval of Policy - Feb 24, 2022](#)

19. [22-00174](#) PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAM AND
SEAPORT INVESTMENT PROGRAM GRANT NO. 445548-1-94-03 -
UPLAND CARGO IMPROVEMENTS INITIATIVE

Recommendation: That City Council authorize the Mayor to execute Florida Seaport Grant
and Seaport Investment Program grant No. 445548-1-94-03, for
Upland Cargo Improvements Initiative in the amount of \$1,524,565.
Further, that City Council authorize the Mayor to take all actions
necessary to accept, execute and administer the grant. Finally, that
City Council adopt a supplemental budget resolution appropriating the
grant funds.

Sponsors: Grover C. Robinson, IV

Attachments: [Grant Agreement No. 445548-1-94-03](#)
[Supplemental Budget Resolution-No. 2022-028-Resolution](#)
[Supplemental Budget Resolution-No. 2022-028-Explanation](#)

20. [2022-028](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-028 FLORIDA
SEAPORT GRANT PROGRAM AND SEAPORT INVESTMENT
PROGRAM GRANT NO.445548-1-94-03 - UPLAND CARGO
IMPROVEMENTS INITIATIVE

Recommendation: That City Council adopt supplemental Budget Resolution 2022-028:

A RESOLUTION AUTHORIZING AND MAKING
REVISIONS AND APPROPRIATIONS FOR THE FISCAL
YEAR ENDING SEPTEMBER 30, 2022; PROVIDING
FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2022-028](#)
[Supplemental Budget Resolution Explanation](#)
[Grant Agreement No. 445548-1-94-03](#)

21. [22-00253](#) STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)
GRANT NO. LPA0210, BAYOU CHICO STORMWATER STUDY
- Recommendation:** That City Council authorize the Mayor to execute State of Florida Department of Environmental Protection (FDEP) Grant No. LPA0210 to conduct a study to evaluate possible erosion and stormwater runoff issues into Bayou Chico and provide conceptual solutions to mitigate these issues. Further, that City Council authorize the Mayor to take all actions necessary to accept, execute and administer the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Grant Agreement No. LPA0210](#)
 [Supplemental Budget Resolution No. 2022-031](#)
 [Supplemental Budget Explanation No. 2022-031](#)
22. [2022-031](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-031 - BAYOU
CHICO STORMWATER STUDY - GRANT
- Recommendation:** That City Council adopt Supplemental Budget Resolution No. 2022-031:
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022, PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Supplemental Budget Resolution No. 2022-031](#)
 [Supplemental Budget Explanation No. 2022-031](#)
 [Agreement No. LPA0210](#)
23. [22-00261](#) JOINT PARTICIPATION AGREEMENT BETWEEN STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION AND CITY OF PENSACOLA -
LANDSCAPING OF THE STATE ROAD 289 N 9TH AVE STATE ROAD
742 CREIGHTON ROAD INTERSECTION
- Recommendation:** That City Council authorize the Mayor to execute a joint participation agreement between the State of Florida Department of Transportation and the City of Pensacola for landscaping installation on State Road 289 North 9th Avenue at State Road 742 Creighton Road Intersection, Pensacola, Florida. Further, that City Council adopt a Supplemental Budget Resolution appropriating funding for this project.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Joint Participation Agreement No. 439561-3-58-01](#)
 [Supplemental Budget Resolution No. 2022-033](#)
 [Supplemental Budget Explanation No. 2022-033](#)

24. [2022-033](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-033 - JOINT PARTICIPATION AGREEMENT - LANDSCAPING OF THE STATE ROAD 289 N 9TH AVE AT STATE ROAD 742 CREIGHTON ROAD INTERSECTION
- Recommendation:** That the City Council adopt Supplemental Budget Resolution No. 2022-033:
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Supplemental Budget Resolution No. 2022-033](#)
[Supplemental Budget Explanation No. 2022-033](#)
[Joint Participation Agreement Project No. 439561-3-58-01](#)
25. [22-00284](#) DECLARATION OF SURPLUS AND DISPOSITION (SALE) OF REAL PROPERTY - CORNER OF LEONARD AND PALAFOX STREETS
- Recommendation:** That City Council declare as surplus a small portion of the real property located at the corner of Leonard and Palafox Streets (Parcel Ref No. 182S305001000000) and authorize the Mayor to dispose of this portion of the parcel via direct negotiation with the State of Florida Department of Transportation (FDOT) per their Purchase Agreement for the right of way acquisition. Also, that City Council waive section 3 of the Policy for Disposition of City-Owned Real Property regarding the pre-disposition notice to property owners within a 300-ft radius of the subject parcel. Finally, that City Council authorize the Mayor to take all actions necessary and execute any documents related to the disposition and sale of this property.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Aerial and Parcel Info - Portion of Palafox Field Services Center](#)
[FDOT Letter with ROW Map - Feb 24, 2022](#)
[FDOT Purchase Agreement - March 10, 2022](#)

26. [2022-035](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-035 -
DISPOSITION (SALE) OF REAL PROPERTY - CORNER OF LEONARD
AND PALAFOX STREETS
- Recommendation:* That City Council adopt Supplemental Budget Resolution No.
2022-035:
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND
APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER
30, 2022; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Supplemental Budget Resolution No. 2022-035.pdf](#)
 [Supplemental Budget Explanation No. 2022-035.pdf](#)
27. [06-22](#) PROPOSED ORDINANCE NO. 06-22 - AMENDING SECTION 3-1-8 -
ADDING PROVISIONS FOR THE PURCHASE OF OUTSIDE LEGAL
SERVICES
- Recommendation:* That City Council approve Proposed Ordinance No. 06-22 on first
reading:
- AN ORDINANCE AMENDING SECTION 3-1-8 OF THE CODE OF
THE CITY OF PENSACOLA, FLORIDA; ADDING PROVISIONS FOR
THE PURCHASE OF OUTSIDE LEGAL SERVICES; PROVIDING FOR
SEVERABILITY, REPEALING CLAUSE; PROVIDING AN EFFECTIVE
DATE.
- Sponsors:* Sherri Myers
- Attachments:* [Proposed Ordinance No. 06-22](#)
28. [08-22](#) PROPOSED ORDINANCE NO. 08-22 - AMENDING SECTION 3-3-1
REGULATING CONTRACTING AND PURCHASE OF LEGAL SERVICES
- Recommendation:* That City Council approve Proposed Ordinance No. 08-22 on first
reading:
- AN ORDINANCE AMENDING SECTION 3-3-1 OF THE CODE OF
THE CITY OF PENSACOLA, FLORIDA; REGULATING
CONTRACTING AND PURCHASE OF LEGAL SERVICES;
PROVIDING FOR SEVERABILITY; REPEALING CLAUSE;
PROVIDING AN EFFECTIVE DATE
- Sponsors:* Sherri Myers
- Attachments:* [Proposed Ordinance No. 08-22](#)

29. [14-22](#) PROPOSED ORDINANCE NO. 14-22 - CREATING SECTION 2-3-5 OF CITY CODE - APPLICATION OF CERTAIN CHEMICALS IN CITY FACILITIES WHILE OPEN TO THE PUBLIC PROHIBITED AND REQUIREMENTS FOR SAFETY DATA

Recommendation: That City Council approve proposed Ordinance No. 14-22 on first reading:

AN ORDINANCE CREATING SECTION 2-3-5 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; APPLICATION OF CERTAIN CHEMICALS IN CITY FACILITIES WHILE OPEN TO THE PUBLIC PROHIBITED AND REQUIREMENTS FOR SAFETY DATA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: Sherri Myers

Attachments: [Proposed Ordinance No. 14-22](#)

30. [15-22](#) PROPOSED ORDINANCE NO. 15-22 - AMENDING CITY CODE SECTION 11-2-50 - RELATED TO METERED PARKING SPACES AND RATES

Recommendation: That City Council approve proposed Ordinance No. 15-22 on first reading:

AN ORDINANCE AMENDING CHAPTER 11-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING SECTION 11-2-50, PROVIDING TIME LIMITS AND RATES FOR PARKING IN METERED SPACES; FINES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Delarian Wiggins

Attachments: [Proposed Ord. No 15-22 -- Amendment to Section 11-2-50 - Time Limit Parking Presentation](#)

31. [16-22](#) PROPOSED ORDINANCE NO. 16-22 - CREATING CHAPTER 7-12 OF THE CITY CODE - REQUIREMENTS FOR BOOTING A VEHICLE

Recommendation: That City Council approve Proposed Ordinance No. 16-22 on first reading:

AN ORDINANCE CREATING CHAPTER 7-12 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING DEFINITIONS; REQUIRING OCCUPATIONAL BUSINESS LICENSE; PROVIDING REQUIREMENTS FOR BOOTING; PROVIDING SIGN NOTICE REQUIREMENTS; ESTABLISHING BOOTING RATES; ENFORCEMENT AND PENALTIES OF BOOTING; PROVIDING A PROCESS FOR CITIZEN COMPLAINTS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: Casey Jones

Attachments: [Proposed Ordinance No. 16-22](#)

CONSIDERATION OF ANY ADD-ON ITEMS

FOR DISCUSSION

32. [22-00247](#) QUARTERLY FINANCIAL REPORT - THREE MONTHS ENDING DECEMBER 31, 2021 (UNAUDITED) - FINANCE DIRECTOR AMY LOVOY

Sponsors: Grover C. Robinson, IV

Attachments: [Financial Report - Three Months Ending December 31, 2021 \(Unaudited\)](#)
[Financial Report Presentation - Three Months Ending December 31, 2021](#)

READING OF ITEMS FOR COUNCIL AGENDA

COMMUNICATIONS

CITY ADMINISTRATOR'S COMMUNICATION

CITY ATTORNEY'S COMMUNICATION

CITY COUNCIL COMMUNICATION

ADJOURNMENT

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00289

City Council

3/24/2022

PRESENTATION ITEM

FROM: City Council President Ann Hill

SUBJECT:

PRESENTATION - CICLOVIA

REQUEST:

That City Council receive a presentation from Rand Hicks regarding Ciclovía 2022.

SUMMARY:

Ciclovía Pensacola returns to the streets of downtown Pensacola on Saturday, March 26, from 10 a.m. to 3 p.m. Both the 2020 and 2021 events were canceled because of the COVID-19 pandemic.

Ciclovía is a unique international movement that closes streets to motorized traffic and opens them up for active community fun. This family-friendly event encourages safe physical activity with others while offering the rare opportunity to walk, ride bicycles, run, dance, and skate on downtown streets - without dodging automobiles.

The festive atmosphere celebrates the Pensacola area's diverse cultures, and features active pursuits such as hatha yoga, ecstatic dancing, stepping and more. Due to the closure of Plaza de Luna for Hurricane Sally repairs, children's activities will move east along Main Street to the Seville Square area.

In March 2019, an estimated 15,000 people crowded downtown streets for Ciclovía, marking its third year of growing attendance. Organizers hope to welcome further growth as more people discover downtown - and Ciclovía Pensacola.

All are welcome to join their neighbors from across the region for this unique free event, dedicated to bringing our entire community together to interact with others and engage in healthy physical activity in a safe environment. The setting spotlights downtown Pensacola, continuing its development as one of America's most people-friendly urban centers.

Pensacola is the only city in Florida with an annual Ciclovía, with support from the City and Parks & Recreation. Attendance at Ciclovía has grown each year since the inaugural event in 2017.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00291

City Council

3/24/2022

PRESENTATION ITEM

FROM: City Council Member Sherri Myers

SUBJECT:

PRESENTATION REGARDING PENTACHLOROPHENOL

REQUEST:

That City Council receive a presentation from Council Member Sherri Myers regarding Pentachlorophenol.

SUMMARY:

Pentachlorophenol (PCP) is an industrial wood preservative used mainly to treat utility poles and cross arms. PCP treated poles can contain substantial quantities of dioxins and furans and are an important reservoir source of these toxic chemicals with the potential to contaminate the environment.

The presence of PCP and #2 Diesel fuel has leached into the ground, contaminating soil on city Right of Ways, private properties and possibly the waterways. PCP is the source of the contamination at all of the superfund sites in Pensacola.

This presentation seeks to give Council further information and insight regarding PCP, #2 Diesel Fuel and the impacts on the city.

PRIOR ACTION:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) None

PRESENTATION: Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00265

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Ann Hill

SUBJECT:

APPOINTMENTS - PARKS AND RECREATION BOARD

RECOMMENDATION:

That City Council appoint four (4) individuals to the Parks and Recreation Board for a term of three (3) years, expiring March 31, 2025.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Parks and Recreation Board shall advise and make recommendations to the City Council and shall advise the Mayor's office via the Director of Neighborhood Services on matters concerning the establishment, maintenance and operation of parks within the city. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities.

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

Nominee:

Nominated by:

Antonio Bruni	Brahier, Incumbent
David Del Gallo	Incumbent
Mike O'Donovan	Incumbent
Maranda Sword	Incumbent

PRIOR ACTION:

City Council appoints members to this board annually.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Member List
- 2) Nomination Form - Antonio Bruni
- 3) Application of Interest - Antonio Bruni
- 4) Application of Interest - David Del Gallo
- 5) Application of Interest - Mike O'Donovan
- 6) Application of Interest - Maranda Sword
- 7) Ballot

PRESENTATION: No

Parks and Recreation Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Borden, Renee		Council	0	2021	3/31/2023	4/8/2021	3	
Bruni, Antonio		Council	0	2021	3/31/2022	4/11/2019	3	
Del Gallo, David	Building Contractor	Council	0	2021	3/31/2022	4/11/2019	3	
Escobar-Ryan, Alejandra		Council	0	2021	3/31/2024	4/11/2019	3	
Harrison, Leah		Council	0	2021	3/31/2023	4/11/2019	3	
Hicks, Rand		Council	2	2021	3/31/2024	3/12/2015	3	
O'Donovan, Mike		Council	0	2021	3/31/2022	10/14/2021	3	
Sword, Maranda	Business owner	Council	1	2021	3/31/2022	1/15/2015	3	
Wolf, Michael C.	Landscape Architect	Council	0	2021	3/31/2024	4/23/2020	3	

Term Length: THREE YEAR TERMS

- Ord 18-12 Increased the number of members to nine (9) to ensure equal representation
- Ord. 06-10 - Amended name of board, number of members, terms and appointing body .

COMPOSED OF NINE (9) MEMBERS APPOINTED BY CITY COUNCIL. NO RESIDENCY OR QUALIFICATION REQUIREMENTS.

The Parks and Recreation Board shall advise and make recommendations to the city Council and shall advise the mayor's office via the Director of Neighborhood Services on matters concerning the establishment, maintenance and operation of parks with in the city. The board shall provide input on master plan updates and improvements, and policy development for the use of recreational facilities

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jennifer Brahier, do nominate Antonio Bruni
(Nominee)
5725 Adelynn Rd (850) 723-6163
(Home Address) (Phone)
501 E Brent Lane _____
(Business Address) (Phone)
antonio.bruni@hotmail.com City Resident: ☒ YES ☐ NO
(Email Address) Property Owner within the City: ☒ YES ☐ NO

for appointment by the City Council for the position of:

MEMBER
PARKS & RECREATION BOARD
(Three year term expiring 3/31/2025)

Provide a brief description of nominee's qualifications:

Antonio is a tireless advocate for
our citizens and community. He has
used his first term on this board
learning, researching, and diligently working
for all of us. He deserves a second
term.
Erin M. Bruni
City Council Member

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



Ericka L. Burnett, City Clerk

From: noreply@civicplus.com
Sent: Wednesday, February 23, 2022 10:42 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	Antonio Bruni
------	---------------

Home Address	5725 ADELYN RD
--------------	----------------

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

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

Preferred Contact Phone Number(s)	8507236163
-----------------------------------	------------

Email Address	antonio_bruni@hotmail.com
---------------	--

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

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 1

If yes, how long have you been a City resident? 18 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Parks & Recreation

Please list the reasons for your interest in this position: I have three children 10 and under. We actively use the parks and I am interested in actively assisting overview of those parks.

Do you currently serve on a board? Yes

If yes, which board(s)? Pensacola Parks and Recreation Board, Charter Review Commission

Do you currently hold a public office? No

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

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

(Section Break)

Diversity

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

Gender Male

Race 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, February 8, 2022 3:51 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	DAVID DEL GALLO
------	-----------------

Home Address	1550 E Gonzalez St. 32501
--------------	------------------------------

Business Address	P.O. Box 13452 32591
------------------	-------------------------

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

Preferred Contact Phone Number(s)	8504324084
-----------------------------------	------------

Email Address	ddg@moretteco.com
---------------	--

Upload Resume	Field not completed.
---------------	----------------------

(optional)

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 6

If yes, how long have you been a City resident? 65 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Parks and Rec Board

Please list the reasons for your interest in this position: On this board now and would like to continue

Do you currently serve on a board? Yes

If yes, which board(s)? Parks & Rec.

Do you currently hold a public office? No

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

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

(Section Break)

Diversity

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

Gender Male

Race Caucasian

Physically Disabled

No

(Section Break)

Acknowledgement of
Terms

I accept these terms.

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

From: noreply@civicplus.com
Sent: Thursday, September 30, 2021 3:48 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	mike odonovan
------	---------------

Home Address	1616 W Gregory st
--------------	-------------------

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

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

Preferred Contact Phone Number(s)	850-982-4690
-----------------------------------	--------------

Email Address	fictive.monitor_0t@icloud.com
---------------	--

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

Details

Are you a City resident? Yes

If yes, which district? 3

If yes, how long have you been a City resident? 21 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Parks and recreation

Please list the reasons for your interest in this position: I am retired and want to get back to my community.

Do you currently serve on a board? No

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

Do you currently hold a public office? No

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

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

(Section Break)

Diversity

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

Gender Male

Race Caucasian

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, February 14, 2022 10:44 AM
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	Maranda Sword
------	---------------

Home Address	1601 Maura street Pensacola Florida
--------------	-------------------------------------

Business Address	2 via de Luna drive Pensacola beach Florida
------------------	---

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

Preferred Contact Phone Number(s)	850 341-7122
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Email Address	marandsword@att.net
---------------	--

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

Details

Are you a City resident? Yes

If yes, which district? 3

If yes, how long have you been a City resident? 58 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Park and recreation

Please list the reasons for your interest in this position: I have served on this board for years and I have enjoyed being a part of making decisions about our parks.

Do you currently serve on a board? Yes

If yes, which board(s)? Parks and recreation

Do you currently hold a public office? No

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

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

(Section Break)

Diversity

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

Gender Female

Race African-American

Physically Disabled No

(Section Break)

Acknowledgement of Terms I accept these terms.

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

Ballot – **Parks and Recreation Board**

March 24, 2022

Three year term expiring March 31, 2025

Member

_____ Antonio Bruni
_____ David Del Gallo
_____ Mike O'Donovan
_____ Maranda Sword

Vote for Four

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00266

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Ann Hill

SUBJECT:

APPOINTMENTS - ENVIRONMENTAL ADVISORY BOARD

RECOMMENDATION:

That City Council appoint one individual who is an employed or retired environmental professional, or member of local environmental organizations or business with an interest in City environmental issues; and appoint one at-large resident or property owner of the City to a term of two (2) years, expiring March 1, 2024.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Environmental Advisory Board may review and make recommendations to the City Council and Mayor on environmental policy issues as follows:

- (1) Proposed ordinances and codes of an environmental nature.
- (2) Proposed changes to existing environmental ordinances and codes.
- (3) Other environmental matters affecting the city referred to the Board by the City Council and Mayor.
- (4) Other environmental matters affecting the City that are initiated by the Board and approved by the City Council and/or Mayor.

The following have been nominated:

Nominee

Nominated by

Employed or retired environmental professionals, or member of local environmental organization or business with an interest in City environmental issues

Katie Dineen

Hill

At-Large

John Dittmar

Brahier

PRIOR ACTION:

Council makes appointments to this board biennially.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Member List
- 2) Nomination Form - Katie Dineen
- 3) Application of Interest - Katie Dineen
- 4) Nomination Form - John Dittmar
- 5) Application of Interest - John Dittmar
- 6) Ballot

PRESENTATION: No

Environmental Advisory Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Bennett, Kristin	Environmental Group	Council	0	2021	3/1/2024	1/22/2021	2	
Butts, William "Blase"	Employed Env Professional	Council	2	2021	3/1/2024	4/12/2018	2	
Fox, Katie	Environmental Profession	Council	1	2021	3/1/2024	2/28/2019	2	
Hagen, Kelly	At-large/City Resident	Council	0	2021	3/1/2024	1/21/2021	2	
Kopytchak, Kyle	At-Large	Council	5	2021	3/1/2024	7/18/2013	2	
Lynch, Michael	Employed Env Professional	Council	4	2021	3/1/2024	9/25/2014	2	
Massey, P. Jay	Employed Env Professional	Council	0	2021	3/1/2024	1/21/2021	2	
Richards, Neil	At-large	Council	4	2021	3/1/2024	2/28/2014	2	
VACANT, VACANT	At-Large/City Resident	Council	0	2021	3/1/2024	2/27/2020	2	

Term Length: TWO YEAR TERMS

The Environmental Advisory Board may review and make recommendations to the City Council and Mayor on environmental policy issues as follows:

- (1) Proposed ordinances and codes of an environmental nature.
- (2) Proposed changes to existing environmental ordinances and codes.
- (3) Other environmental matters affecting the city referred to the Board by the City Council and Mayor.
- (4) Other environmental matters affecting the City that are initiated by the Board and approved by the City Council and/or Mayor.

The Board shall be composed of nine (9) members appointed by the City Council: Five (5) members who are employed or retired environmental professionals, or members of local environmental organizations or businesses with an interest in City environmental issues. To the extent practicable, members will be residents or property owners of the City. Four (4) at-large members who are residents or property owners of the City.

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Ann Hill, do nominate Katie Dineen
(Nominee)

631 W Wright St 850-376-8800
(Home Address) (Phone)

(Business Address) (Phone)

850eco@gmail.com City Resident: ☒ YES NO
(Email Address) Property Owner within the City: YES ☒ NO

for appointment by the City Council for the position of:

**MEMBER
EMPLOYED OR RETIRED ENVIRONMENTAL PROFESSIONALS,
OR MEMBERS OF LOCAL ENVIRONMENTAL ORGANIZATIONS
OR BUSINESSES WITH AN INTEREST IN CITY ENVIRONMENTAL ISSUES
(Unexpired term ending 3/1/2024)**

Provide a brief description of nominee's qualifications:

Katie is a local environmentalist who founded and organized an environmental community platform 850eco, which uses both social media and monthly community events to foster environmental Education, Community, and Outdoor recreation (ECO). 850eco helps people connect to and learn about local environmental opportunities for civic engagement, community service, or eco-conscious events (nature walks, sustainable markets, educational talks, etc). She also serves this year on the Earth Day Pensacola festival planning committee as the Social Media Director and the Kids Area Coordinator.

Ann Hill
City Council Member

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

Ericka L. Burnett, City Clerk

From: noreply@civicplus.com
Sent: Friday, March 4, 2022 1:11 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	Katie Anne Dineen
------	-------------------

Home Address	631 W WRIGHT ST
--------------	-----------------

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)	8503768800
-----------------------------------	------------

Email Address	850eco@gmail.com
---------------	--

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

Details

Are you a City resident? Yes

If yes, which district? 1

If yes, how long have you
been a City resident? 3 years

Do you own property
within the City limits? No

Are you a registered voter
in the city? Yes

Board(s) of interest: Environmental Advisory Board EAB

Please list the reasons for
your interest in this
position:

I am a local environmentalist who cares deeply about fostering an environmentally conscious community in Pensacola.

I founded and organize an environmental community platform 850eco, which uses both social media and monthly community events to foster environmental Education, Community, and Outdoor recreation (ECO). 850eco helps people connect to and learn about local environmental opportunities for civic engagement, community service, or eco-conscious events (nature walks, sustainable markets, educational talks, etc).

I also serve this year on the Earth Day Pensacola festival planning committee as the Social Media Director and the Kids Area Coordinator.

I am interested in serving on the EAB to increase my understanding of how environmental policy and action functions in local politics, and to help encourage more environmental projects. I am proud of the EAB for supporting the East Pensacola Height's Tree Canopy Restoration project, and I want to help foster more projects like that in Pensacola.

I am in my 20s and plan to live here the rest of my life, so I want to create a greener Pensacola for present and future residents!

Do you currently serve on
a board? No

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

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

If so, what office?	<i>Field not completed.</i>
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Would you be willing to resign your current office for the appointment you now seek?	N/A
--	-----

(Section Break)

Diversity

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

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

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

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

(Section Break)

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

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

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jennifer Brahier, do nominate John "Drew" Dittmar
(Nominee)

1610 Gonzalez St.
(Home Address)

(850) 316-0802
(Phone)

150 E. Burgess
(Business Address)

(850) 941-6221
(Phone)

jdittmar@csdfl.us
(Email Address)

City Resident: ☒ YES ☐ NO
Property Owner within the City: YES ☐ NO

jdittmar@gmail.com
for appointment by the City Council for the position of:

AT-LARGE MEMBER
WHO IS A CITY RESIDENT OR PROPERTY OWNER OF THE CITY
(Term expiring 3/1/2024)

Provide a brief description of nominee's qualifications:

Drew is a longterm resident and educator in Pensacola.
He has both an BS and MS in science and
environmental issues and has worked for the EPA.
He is currently an educator at WFLHS and an
environmental advocate.

John M. Buel
City Council Member

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



Ericka L. Burnett, City Clerk

From: noreply@civicplus.com
Sent: Thursday, March 10, 2022 3:03 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	John A Dittmar
------	----------------

Home Address	1610 E GONZALEZ ST
--------------	--------------------

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

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

Preferred Contact Phone Number(s)	8503160802
-----------------------------------	------------

Email Address	jdittmar@ecsdfl.us
---------------	--

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

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 6

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

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Environmental Advisory Board

Please list the reasons for your interest in this position: I have called Pensacola my home since I was 2 years old. The beauty of this area and my love of nature guided me to 7 years of Environmental Studies and 4 years of work in the environmental sector. I would love to give back to the community that drove my love for nature.

B.S. in Environmental Science with a specialization in Environmental Policy and G.I.S.

M.S in Environmental Science with a specialization in Pollution Management and Climatological Studies

Worked for U.S. Environmental Protection Agency and National Park Service

Public High School Teacher - Natural Sciences and Construction Technology

Do you currently serve on a board? No

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

Do you currently hold a public office? No

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

Would you be willing to resign your current office N/A

for the appointment you
now seek?

(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	Other
------	-------

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

(Section Break)

Acknowledgement of Terms	I accept these terms.
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Email not displaying correctly? [View it in your browser.](#)

Ballot – **Environmental Advisory Board**

March 24, 2022

Two year term expiring March 1, 2024

At Large

_____ John Dittmar

Vote for One

Employed or retired environmental professionals, or members of local environmental organizations or businesses with an interest in City environmental issues

_____ Katie Dineen

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00267

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

THIRD AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF PENSACOLA AND HARBOURVIEW CORPORATION ON THE BAY

RECOMMENDATION:

That the City Council approve the Third Lease Amendment between the City of Pensacola and Harbourview of Pensacola LLC for the parking garage located across from their building at 25 West Cedar St. Further, that City Council authorize the Mayor to take all necessary actions to execute and administer the lease amendment.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Harbourview of Pensacola (previously Harbourview on the Bay, Inc.) and the City of Pensacola entered into a lease in 1984 for the property on which the Harbourview building was constructed. Subsequent amendments addressed the legal description of the leased property, and a revision of paragraph J stating there will be no discrimination in the construction, subleasing, use, occupancy, or operation of the leased property.

The latest amendment addresses issues resulting from unmonitored public use of the parking garage after hours and on weekends. With this amendment, the City agrees to provide 72-hour notice for after-hour and weekend use of the garage and provide an attendant during this use. Costs and cleanup associated with the public use will be the responsibility of the City, and the City retains all revenue generated from parking fees during this use.

PRIOR ACTION:

December 31, 1984 - City Council approved the original Lease of this property.

January 10, 1985 - City Council approved an amendment to the Lease.

May 20, 1986 - City Council approved a second amendment to the Lease.

FUNDING:

Budget: \$ N/A

Actual: \$ N/A

FINANCIAL IMPACT:

Minimal financial impact should result from this Amendment as expenditures resulting from the specified City use should be offset by the revenue earned during special events.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/8/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator - Administration and Enterprise

Lissa Dees, Parking Manager

ATTACHMENTS:

- 1) Third Amendment to Lease Agreement between the City of Pensacola and Harbourview Corporation on the Bay

PRESENTATION: No

THIRD AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF PENSACOLA AND HARBOURVIEW CORPORATION ON THE BAY

THIS THIRD AMENDMENT to the Lease Agreement between the City of Pensacola dated December 31, 1984 is made by and between the City of Pensacola ("City") a Florida municipal corporation in the State of Florida, with the business address of 222 W. Main Street, Pensacola, Florida 32502, and Harbourview of Pensacola, LLC, ("Lessee"), a Florida limited liability company for profit whose address is P.O. Box 6855, Miramar Beach, Florida 32550.

RECITALS

WHEREAS, the City owns property which is subject to the Lease Agreement between the City and Lessee's predecessor in title whereby the City leased a parcel of real property as described in the original lease date December 31, 1984 (The "Lease") as amended; and

WHEREAS, the Lessee is the owner of developed property with an office building of approximately 74,000 sq. ft. and 6 stories in height; and

WHEREAS, the Lease provides that the parking garage adjacent to the developed property which adjacent property is owned by the Lessee would be available for public parking on Monday through Friday between the hours of 6:00 P.M. and 6:00 A.M. and all day on Saturday and Sunday for use by the public for parking automobiles without charge; and

WHEREAS, there has been use of the parking garage by certain numbers of the public for purposes other than parking motor vehicles during the weekday evening hours and on weekends which use is contrary to the purposes and intent of the original Lease.

NOW, THEREFORE, for and in consideration of the premises, the mutual convenience and conditions hereafter said forth, and for other good and valuable consideration the sufficiency and delivery of which is hereby acknowledged, the Lessee and the City agree as follows:

1. **Recitals:** The forgoing recitals are true and correct and hereby incorporated herein by reference. Terms in this Amendment shall have the respective meaning assigned to them as in the original Lease unless another meaning is hereby intended by the terms of this amendment.
2. Upon approval by the City of Pensacola, this Third Amendment to the original Lease shall be effective as of the date of approval by the City Council.
3. Upon the effective date, Section VI, entitled Parking Garage, shall be amended in sub paragraph B in its entirety to read as follows: Upon the giving of seventy-two

(72) hours' prior written notice by the City, the public shall be permitted to use, solely for the purpose of parking motor vehicles, without charge from the Lessee, the parking spaces situated on the upper decks of the parking garage and those parking spaces situated on the ground level which have not been reserved for use by tenants of Lessee. As a condition of such use by the City, the City shall hire an attendant to provide security during the times that the public will have access to and use of the parking garage. Any personnel costs or cleanup costs associated with public use of the garage shall be borne by the City. Any charge or fee collected by the City for the public's use of the parking garage for special events, such as professional baseball games at the Community Maritime Park or festivals or parades taking place in downtown Pensacola, which are sponsored or permitted by the City, shall be retained by the City or its designee.

4. All other terms and conditions of the original Lease agreement as amended on January 10, 1985 and on May 20, 1986 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to the original Lease on the date first above written.

CITY OF PENSACOLA, FLORIDA
a municipal corporation, Lessor

Mayor, Grover C. Robinson, IV

Attest: _____
City Clerk, Ericka L. Burnett

Legal in form and valid as drawn:

City Attorney

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was executed before me this ____ day of _____, 2022, by Grover C. Robinson, IV and Ericka L. Burnett, the Mayor and City Clerk, respectively, of the City of Pensacola a municipal corporation, for and on behalf of the City.

Notary Public
My Commission Expires: _____

HARBOURVIEW OF PENSACOLA, L.L.C,
a Florida limited liability company,
LESSEE

By: FORTY-FOUR INVESTMENTS, L.L.C,
a Florida limited liability company,
its Managing Member

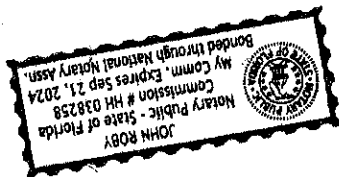
By: DERBYSHIRE GROUP LLC,
a Florida limited liability company,
its Managing Member

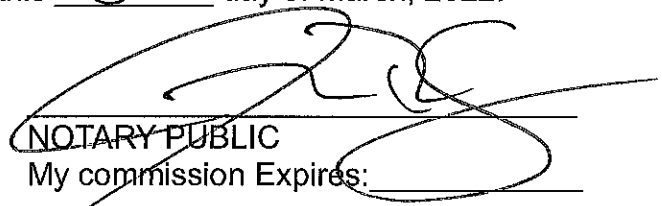
By: 
RYAN JUMONVILLE, Managing Member

STATE OF FLORIDA
COUNTY OF Okaloosa

Before the undersigned personally appeared Ryan Jumonville, as a managing member of Derbyshire Group, LLC in its capacity as managing member of Forty-Four Investments, LLC in its capacity as managing member of Harbourview of Pensacola, LLC, a Florida limited liability company, known to me to be the individual described by said name, who executed the foregoing instrument, on behalf of HARBOURVIEW OF PENSACOLA, LLC, a Florida limited liability company, and acknowledged and declared that he is duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this 3rd day of March, 2022.




NOTARY PUBLIC
My commission Expires: _____



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00192

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PUBLIC HEARING: PROPOSED AMENDMENT TO SECTION 12-6-6 PROTECTED TREES

RECOMMENDATION:

That City Council conduct a public hearing on March 10, 2022 to consider a proposed amendment to Section 12-6-6 Protected Trees.

HEARING REQUIRED: Public

SUMMARY:

On January 11, 2022, the Planning Board considered proposed amendments to Section 12-6-6 (e) protected Trees as a discussion item. The proposed changes are to allow staff to authorize deviations to setbacks in order to further the protection of Heritage Trees. During the January 11, 2022 meeting Planning Board members requested staff to consider adding a notification process to the proposed amendments and bring that back as an action item at the February 8, 2022 meeting.

February 8, 2022 the Planning Board recommended approval of the proposed amendments to Section 12-6-6 (e). The attached amendment incorporates a modified version of the existing notification process currently in place for "removal" of Heritage trees in Sec. 12-6-4 (4) and applies it to a request for a "reduction in setbacks" to preserve Heritage trees in 12-6-6 (e). The Planning Board voted 7 - 0 to recommend approval of the proposed amendments to the Tree Ordinance.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/8/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Sherry Morris, AICP, Development Services Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 09-22
- 2) Planning Board Minutes February 8, 2022 - DRAFT

PRESENTATION: No

PROPOSED
ORDINANCE NO. 09 -22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-6-6 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PROTECTED TREES, PROVIDING FOR SETBACK DEVIATION PROCESS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

Sec. 12-6-6. Protected Trees.

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

(1) *Preservation incentives.*

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

REDUCTION SCHEDULE

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

- b. *Consideration of park and open space requirement.* A reduction or waiver of the required park and open space (or payment in lieu of land dedication) for new residential subdivisions specified in section 12-7-6 may be approved by the mayor or their designee when it is determined that said waiver will result in the preservation of five or more protected trees with a trunk of 12 inches DBH or greater.
- c. *Sidewalks.* Modifications to sidewalks, their required location, and width and curb requirements, may be allowed as necessary to facilitate the preservation of any protected tree.
- d. *Credit for additional landscaping.* The city's designated arborist may authorize up to one-half of the total calculated mitigation cost (as determined according to subsections (2)d and e of this section) to be used by the applicant for additional landscaping, which is defined as landscaping that is not required by this chapter or any other law. Additional landscaping shall meet the following minimum standards:
 - 1. A minimum of 75 percent of all required plant material shall consist of evergreen species.
 - 2. All landscape material shall be placed so as to maximize its screening and/or coverage potential at maturity.
 - 3. All shrub material shall be a minimum height of 30 inches and have a minimum crown width of 24 inches when planted and shall be a species capable of achieving a minimum height of eight feet at maturity.
- e. *Setback Reductions.* Deviations to setbacks may be authorized by the mayor, or their designee for preservation of heritage trees. Such deviation shall be the minimum amount necessary for the preservation of the tree(s). *Notice.* If a setback reduction request is sought for one or more heritage trees within any property in any zoning district identified in section 12-6-2, a sign shall be posted no further back than four feet from the property line nearest each respective roadway adjacent to the property. One sign shall be posted for every 100 feet of roadway frontage. Each sign shall contain two horizontal lines of legible and easily discernible type. The top line shall state: "Heritage Tree Setback Reduction Request Applied For." The bottom line shall state: "For Further Information Contact the City of Pensacola at 311" (or other number as designated by the Mayor). The top line shall be in legible type no smaller than six inches in height. The bottom line shall be in legible type no smaller than three inches in height. There shall be a margin of at least three inches between all lettering and the edge of the sign. The signs shall be posted by the applicant at their expense, and shall remain continuously posted for two weeks prior to the requisite building, site work, or permit is issued. The city's designated arborist will notify the councilperson representing the district in which the permit has been requested upon receipt of the request.

(2) *Retention, relocation, removal, replacement, and mitigation of protected trees.*

a. *Retention of protected trees.* Every effort must be made to protect and retain existing protected trees on proposed development sites. A minimum of ten percent of the total combined trunk diameter of protected trees on a proposed development site not located within jurisdictional wetlands shall be retained in place or relocated on site.

1. *Credit for retention of protected trees above minimum requirements.* For each inch of trunk diameter above the minimum ten percent requirement that is protected in place or relocated on site, an equivalent trunk diameter inch credit shall be given against replacement and mitigation requirements as provided in subsections (2)d. and e. of this section.
2. *Barrier zones.* All protected trees not designated for removal shall be protected by barrier zones erected prior to construction of any structures, road, utility service or other improvements. Barriers shall be placed at the outside of the dripline for all heritage trees and at a minimum two-thirds of the area of the dripline for all other protected trees. Barricades must be at least three feet tall and must be constructed of either wooden corner posts at least two inches by four (2 × 4) inches with at least two courses of wooden side slats at least one inch by four (1 × 4) inches with colored flagging or colored mesh attached, or constructed of one-inch angle iron corner posts with brightly colored mesh construction fencing attached.

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

1. *Visibility hazard.* Necessity to remove trees which will pose a safety hazard to pedestrians or vehicular traffic upon completion of the development.
2. *Safety hazard.* Necessity to remove trees which will threaten to cause disruption of public services or which will pose a safety hazard to persons or buildings or adjacent property or structures.
3. *Construction of improvements.* Necessity to remove trees in order to construct proposed improvements as a result of the location of driveways, if the location of a driveway or ingress/egress is specified and required by DOT or other regulations, buildings, utilities, stormwater/drainage facilities, or other permanent improvements. The architect, civil engineer, or landscape architect shall make every reasonable effort to locate such improvements so as to preserve any existing tree.
4. *Site conditions.* Necessity to remove trees as a result of characteristics of the site such as site dimensions, topographic conditions and grading requirements necessary to implement

standard engineering and architectural practices. Grading shall be as limited as possible. In order to justify the removal of protected trees on the ground of site conditions, the request must be reviewed by the appropriate city staff and must be approved by the mayor or his or her designee. Appeals from the decision of the city's designated arborist shall be to the zoning board of adjustment.

5. *Diseased or weakened trees.* Necessity to remove diseased trees or trees weakened by age, storm, fire or other injury;
 6. *Compliance with other ordinances or codes.* Necessity for compliance with other city codes such as building, zoning, subdivision regulations, health provisions, and other environmental ordinances.
- c. *Relocation of protected trees.* Where feasible, when conditions necessitate removal of protected trees, said trees shall be relocated on the site in the required perimeter or interior landscaped areas. Should the relocated tree expire within a specified period of time, the appropriate mitigation (planting of replacement trees or payment to the tree planting trust fund) shall be required. For each protected tree that cannot feasibly be relocated (or all of them), a written statement from a qualified professional shall be provided stating for each tree (or all of them) that relocation is not feasible and briefly explaining why relocation is not feasible, subject to the review of the city's designated arborist.
- d. *Replacement of protected trees.* When a protected tree is approved for removal, it shall be replaced with a like species of the tree removed. The city's designated arborist may allow a deviation to this within the same species type category in the protected tree list in Appendix "A" of this chapter in order to promote ecological diversity on the site. The prescribed number of trees shall be planted for each tree removed. The minimum diameter of a replacement tree shall be three (3) inches DBH. The replacement formula is:
1. A trunk diameter of four inches to 11 inches = Two three-inch DBH trees planted for each one removed.
 2. A trunk diameter of 12 inches to 19 inches = Three three-inch DBH trees planted for each one removed.
 3. A trunk diameter of 20 inches to 29 inches = Five three-inch DBH trees planted for each one removed.
 4. A trunk diameter of 30 inches to 35 inches = Eight three-inch DBH trees planted for each one removed.
 5. A trunk diameter of 36 inches to 43 inches = Ten three-inch DBH trees planted for each one removed.
 6. A trunk diameter of 44 inches or greater = 11 three-inch DBH trees planted for each one removed.

- e. *Mitigation of protected trees.* Any replacement trees that cannot be planted on site because of lack of space, once agreed to by the city, shall be valued at \$400.00 each and the owner shall pay that total to the tree planting trust fund. Trees identified as dead and verified as such in writing by the city's designated arborist shall not be required to be replaced or mitigated.
- (3) *New planting of protected trees.* On sites proposed for development or redevelopment where no existing protected trees are identified, the owner or his agent shall be required to plant one new tree species identified in the protected tree list (Appendix "A") or the tree replant list (Appendix "B"), a minimum of three inches DBH, for each 1,000 square feet of impervious surface area. New trees or replacement trees shall be planted during the year as indicated in subsection 12-6-3(2)a.1. of this chapter.
 - (4) *New residential subdivisions.* In new residential subdivisions the private property owner of each lot shall plant one tree in the front yard within ten feet of the right-of-way, provided there is no existing tree in the front yard. The tree shall be planted prior to a certificate of occupancy being issued for the dwelling. If the existing tree is not within ten feet of the right-of-way, then one additional tree shall be required (sized as noted in subsection (4)a. of this section). The tree shall be a species from Appendix "A" or "B," and where feasible, shade trees are encouraged.
 - a. Where a protected or replant tree species is required to be replanted, such tree shall be a minimum of three inches DBH.
 - b. The location of an existing protected tree on the lot or the proposed location of a new protected or replant species, where required in this subsection, shall be identified on the plot plan submitted as part of the information submitted for a building permit.
 - (5) *Road right-of-way tree protection.* No person or agency shall cut, prune, remove, or in any way damage any protected tree in any street right-of-way or create any condition injurious to any such tree without first obtaining a permit to do so from the city's designated arborist as specified in section 12-6-7.
 - a. The city's designated arborist may issue an annual permit to public utility companies exempting them from the provisions of this subsection concerning tree preservation. In the event of flagrant or repeated disregard for the intent and purpose of this chapter, the department may revoke said permit. The reasons for revoking such a permit shall be provided in writing to the offender.
 - b. Prior to entering a targeted area for pruning by the utility, the utility representative shall submit for approval to the city a clearly marked plan of the area, showing location of trees and noting what is being requested by the utility company. The city's designated arborist shall approve the plan and an additional permit fee of seventy-five dollars (\$75.00) shall be paid

to the City of Pensacola for the specific area noted on the plan submitted (see chapter 7-10 of this Code).

- c. All public utilities, governmental agencies and their subcontractors shall comply with the American National Standards Institute, ANSI A300-1995, Tree, Shrub and Other Woody Plant Maintenance—Standard Practices, when pruning trees on public or private property. Notice shall be provided to landowners at least one (1) week in advance of pruning and/or removing landowners' trees on private property. Emergency removal requiring immediate action to protect the health and safety of the public is not subject to this chapter. In no case shall the utility company be permitted to prune more than thirty (30) percent of the existing tree canopy.
- (6) *Tree protection.* Removing, pruning, or cutting tree growth away from a permanent nonaccessory sign (billboard) on public or private property shall be permitted only if a permit is obtained from the city's designated arborist. All agencies and their subcontractors shall comply with the American National Standards Institute, ANSI A300-1995, Tree, Shrub and Other Woody Plant Maintenance—Standard Practices, when pruning trees.
- (7) *Canopy road tree protection zone.* All lands within ten feet of the outer boundary of the right-of-way of the below described roads are hereby declared to be canopy tree protection zones:
- a. Blount Street from "A" Street to Bayview Park.
 - b. Lakeview Avenue from 9th Avenue to 20th Avenue.
 - c. Garden Street from Alcaniz Street to Jefferson Street and from "J" Street to "N" Street.
 - d. 17th Avenue from Gregory Street to Texar Drive.
 - e. 12th Avenue from Barcia Drive to Fairfield Drive.
 - f. Baylen Street from LaRua Street to Jordan Street.
 - g. Spring Street from LaRua Street to Jordan Street.
 - h. Bayou Boulevard from Lee Street to Strong Street.
 - i. Cervantes Street/Scenic Highway from the eastern side of Bayou Texar to the city limits.

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

- (8) *Heritage trees.* No person or agency shall cut, remove, prune or in any way damage any heritage tree in any zoning district without first obtaining approval

of a landscape and tree protection plan per section 12-6-4 for new development sites or a permit from the city's designated arborist as specified in section 12-6-7 for developed property; provided, however, that currently occupied residential property may qualify for removal or pruning of a heritage tree without incurring the cost of a permit so long as documentation of danger to person or property has been submitted to the city's designated arborist in advance of removal. For purposes of this provision, "documentation" means a completed two-page Tree Risk Assessment Form, which should be completed according to the standards found within Best Management Practices: Tree Risk Assessment, Second Edition, by E. Thomas Smiley, Nelda Matheny, and Sharon Lilly, and distributed by the International Society of Arboriculture Society; further, consistent with ISA standards and tree risk assessment, a tree or tree part is a "danger" when two conditions exist: 1) the failure of the tree part or of the tree is imminent or impact is likely, and 2) the consequences of that failure are high or extreme. In the case of lot splits for single family and duplex uses, trees shall be evaluated to determine whether the lot split will have a negative effect on any heritage tree. A tree survey shall be provided to the Planning Services department along with the lot split application, and the size of proposed lots shall be evaluated for the purpose of ensuring that a lot split will not require the removal of any heritage tree as a result of that lot split.

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



MINUTES OF THE PLANNING BOARD

February 8, 2022

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

MEMBERS ABSENT: None.

STAFF PRESENT: Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Urban Design Specialist Parker, Assistant City Attorney Lindsay, City Engineer Hinote, City Arborist Stultz, Help Desk Technician Russo

STAFF VIRTUAL: Development Services Director Morris, Senior Planner Statler

OTHERS PRESENT: Barbara Henriques, Christy Cabassa, Scott Sallis

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from January 11, 2022

New Business:

- Aesthetic Review – 556 E. Romana Street
- Aesthetic Review – 16 N. Florida Blanca
- Proposed Amendments to the Tree Ordinance
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Larson made a motion to approve the January 11, 2022 minutes, seconded by Board Member Villegas, and it carried unanimously.

New Business –

Aesthetic Review – 556 E. Romana Street – GRD-1

Scott Sallis, Dalrymple Sallis Architecture, is requesting approval for a new 2-story single-family residence with a detached garage and accessory dwelling unit located at 556 E. Romana Street. The structure provides a front and rear balcony as well as a connecting roof between the residence and the two-story garage. Comments from staff had been addressed by the applicant. Review comments and/or approval from the Aragon Architectural Review Board (AARB) were not included.

Mr. Sallis addressed the Board and stated written approval from the AARB was expected in a matter of days. Senior Planner Statler had performed a careful review of the pool; this design had them going to the zero-lot line, but she advised regulations did not require that, and the plans were corrected. Chairperson Ritz pointed out comments from staff had been addressed, and any motion to approve would be pending the AARB approval. Mr. Sallis stated the Code allowed them to extend past setbacks with the chimney and rails; the second-floor porch was taking advantage of that resulting in an architectural stoop, but technically, you could not stand on a chimney (sheet A101).

Board Member Grundhoefer made a motion to approve contingent on Aragon Architectural Review Board approval, seconded by Board Member Powell, and it carried unanimously.

Aesthetic Review – 16 N. Florida Blanca – GRD-1

Christy Cabassa, Architect, is requesting approval for a new 2-story single-family residence and a storage building located at 16 N. Florida Blanca Street. The property is across from St. Michaels Cemetery and abuts the access road for the Tech Park to the north. Comments from staff had been addressed. Review comments and/or approval from the Aragon Architectural Review Board (AARB) were not included.

Ms. Cabassa addressed the Board and stated they had received a conceptual review from the AARB and had addressed all the comments; they were awaiting that approval. Chairperson Ritz had no issues with the request. Ms. Cabassa clarified this was a Type 4B Side Yard built to the property line; the lot was 30' wide, 20' for the structure and 10' from the house to the other property line for the driveway since vehicles had to be onsite. There was a 3' easement on the other property granted to this property for the foundation, overhangs, gutters, etc. Board Member Grundhoefer questioned no windows on the south side, and Ms. Cabassa stated they were not allowed. Historic Preservation Planner Harding explained every lot in Aragon was different with house types having very specific designs and setbacks; they were built-to lines rather than zero-lot lines. Ms. Cabassa also pointed out they were fire rated and treated as a townhome. Board Member Villegas stated it would be more balanced even with faux windows.

Board Member Grundhoefer made a motion to approve pending Aragon Architectural Review Board approval, seconded by Board Member Villegas, and it carried unanimously.

Proposed Amendments to the Tree Ordinance

On January 11, 2022, the Planning Board considered proposed amendments to the Tree Ordinance 12-6-6 (e) as a discussion item. The proposed changes are to allow staff to authorize deviations to setbacks in order to further the protection of heritage trees. During the January 11, 2022 meeting, Planning Board members requested staff to consider adding a notification process to the proposed amendments. The attached amendment incorporates a modified version of the existing notification process currently in place for

“removal” of heritage trees in Sec 12-6-4 (4) and applies it to a request for a “reduction in setbacks” to preserve heritage trees in 12-6-6 (e).

e. *Setback Reductions.* Deviations to setbacks may be authorized by the mayor, or their designee for preservation of heritage trees. Such deviation shall be the minimum amount necessary for the preservation of the tree(s). Notice. If a setback reduction request is sought for one or more heritage trees within any property in any zoning district identified in section 12-6-2, a sign shall be posted no further back than four feet from the property line nearest each respective roadway adjacent to the property. One sign shall be posted for every 100 feet of roadway frontage. Each sign shall contain two horizontal lines of legible and easily discernible type. The top line shall state: "Heritage Tree Setback Reduction Request Applied For."

The bottom line shall state: "For Further Information Contact the City of Pensacola at 311" (or other number as designated by the Mayor). The top line shall be in legible type no smaller than six inches in height. The bottom line shall be in legible type no smaller than three inches in height. There shall be a margin of at least three inches between all lettering and the edge of the sign. The signs shall be posted by the applicant at their expense, and shall remain continuously posted for two weeks prior to the requisite building, site work, or tree removal permit is issued. The city's designated arborist will notify the councilperson representing the district in which the permit has been requested upon receipt of the request.

Assistant Planning and Zoning Manager Cannon introduced City Arborist Khristopher Stultz, who has been a professional arborist for 40 years. Mr. Stultz stated he was happy to be in the city of Pensacola and working on the sustainability of its urban forest.

Chairperson Ritz explained the Board was considering the notice requirements in 12-6-6 (e). Board Member Grundhoefer explained the language seemed arbitrary and asked if the adjacent neighbors would be able to contact someone. Staff advised the City used the 311 system which was also used in removal of a heritage tree and was consistent with information provided in the Code. Chairperson Ritz advised it gave the adjacent neighbors the avenue to address the situation. Board Member Grundhoefer pointed out hopefully the deviation would be the minimum amount necessary for the preservation of the tree as stated. Chairperson Ritz indicated should someone apply for this, it would be a staff decision to grant, and the arborist would be consulted. Staff advised the intent was for the preservation of the heritage tree.

Board Member Grundhoefer pointed to 12-6-6 Protected Trees (1) Preservation incentives which states, “Such reduction shall be required when the reduction would preserve a heritage tree” – the parking spaces are allowed to be reduced, but “required when the reduction would preserve a heritage tree.” He felt such reduction should be “allowed” which would be a better wording in lieu of “required.” Staff advised the document could be returned to Legal for review. Chairperson Ritz stated if it was the desire of the Board, it could address the business here, and under New Business come up with an idea and make a request from there. He asked if there were any edits to the language, and there were none.

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

Open Forum – Staff advised the intent was to preserve heritage trees with the incentive of a parking reduction. Board Member Van Hoose pointed out the word “required” was to preserve the tree. Board Member Grundhoefer proposed changing the language from “Such reduction shall be ~~required~~ to allowed when the reduction would preserve a heritage tree.” Assistant City Attorney Lindsay advised the request to Council could be submitted with the additional changes, and staff could be consulted to make sure the intent was

understood and there were no issues. If the Board recommended it in a certain way to proceed to Council and staff did not agree, staff would inform Council they did not agree with this part. Board Member Powell asked if the language change would change the reduction schedule, and it was determined the reduction schedule would remain the same. Chairperson Ritz advised the Board could forward this to Council, but they preferred a motion that fairly well explains what is trying to be accomplished. **Board Member Larson pointed out “allowed” gave some options versus “required” left no options.** By changing the language, we soften it by allowing them to have input and work with the City to save the heritage tree which was the reason he was going with “allowed” versus “required.” **Chairperson Ritz clarified the motion was to change the word “required” to “allowed” to offer some leeway to a person bringing a project to the city to save a heritage tree.** Board Member Grundhoefer explained the change in the wording does not require reducing the parking, and he did not want to be required to reduce the parking if he saved the tree. Assistant City Attorney Lindsay asked that they specify the specific part of the Code for the record. She also indicated it could be assumed the only way to save the tree would be to reduce the parking because of the space needed, so if the parking was not reduced, there must be some other way where the site plan allows for the saving of the tree. If they could not save the tree without giving up the parking space, then there was no way to save the tree unless revising the design of the improvement. Staff advised the applicant would be required to meet the Code requirement for parking with the exception of the heritage tree which would cause it to be less, but the requirement was to save the heritage tree. **Board Member Larson withdrew his motion (comments), and there was no second.** Chairperson Ritz suggested the item return as a discussion item, with staff reflecting on it and possibly furnishing some history on how the language was crafted. Staff agreed it would be beneficial since we now have an arborist onboard. It was agreed the item would return as a discussion at the next Board meeting. **It was also clarified that the language the Board voted on would move forward to Council for two readings.**

Discussion – None.

Adjournment – With no further business, the Board adjourned at 2:44 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning & Zoning Manager
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 09-22

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 09-22 - AMENDMENT TO THE LAND DEVELOPMENT CODE - SECTION 12-6-6 PROTECTED TREES

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 09-22 on first reading.

AN ORDINANCE AMENDING SECTION 12-6-6 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PROTECTED TREES, PROVIDING FOR SETBACK DEVIATION PROCESS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

On January 11, 2022, the Planning Board considered proposed amendments to Section 12-6-6 (e) protected Trees as a discussion item. The proposed changes are to allow staff to authorize deviations to setbacks in order to further the protection of Heritage Trees. During the January 11, 2022 meeting Planning Board members requested staff to consider adding a notification process to the proposed amendments and bring that back as an action item at the February 8, 2022 meeting.

February 8, 2022 the Planning Board recommended approval of the proposed amendments to Section 12-6-6 (e). The attached amendment incorporates a modified version of the existing notification process currently in place for "removal" of Heritage trees in Sec. 12-6-4 (4) and applies it to a request for a "reduction in setbacks" to preserve Heritage trees in 12-6-6 (e). The Planning Board voted 7 - 0 to recommend approval of the proposed amendments to the Tree Ordinance.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/8/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Sherry Morris, AICP, Development Services Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 09-22
- 2) Planning Board Minutes February 8, 2022 - DRAFT

PRESENTATION: No

PROPOSED
ORDINANCE NO. 09 -22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-6-6 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, PROTECTED TREES, PROVIDING FOR SETBACK DEVIATION PROCESS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

Sec. 12-6-6. Protected Trees.

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

(1) *Preservation incentives.*

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

REDUCTION SCHEDULE

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

- b. *Consideration of park and open space requirement.* A reduction or waiver of the required park and open space (or payment in lieu of land dedication) for new residential subdivisions specified in section 12-7-6 may be approved by the mayor or their designee when it is determined that said waiver will result in the preservation of five or more protected trees with a trunk of 12 inches DBH or greater.
- c. *Sidewalks.* Modifications to sidewalks, their required location, and width and curb requirements, may be allowed as necessary to facilitate the preservation of any protected tree.
- d. *Credit for additional landscaping.* The city's designated arborist may authorize up to one-half of the total calculated mitigation cost (as determined according to subsections (2)d and e of this section) to be used by the applicant for additional landscaping, which is defined as landscaping that is not required by this chapter or any other law. Additional landscaping shall meet the following minimum standards:
 - 1. A minimum of 75 percent of all required plant material shall consist of evergreen species.
 - 2. All landscape material shall be placed so as to maximize its screening and/or coverage potential at maturity.
 - 3. All shrub material shall be a minimum height of 30 inches and have a minimum crown width of 24 inches when planted and shall be a species capable of achieving a minimum height of eight feet at maturity.
- e. *Setback Reductions.* Deviations to setbacks may be authorized by the mayor, or their designee for preservation of heritage trees. Such deviation shall be the minimum amount necessary for the preservation of the tree(s). *Notice.* If a setback reduction request is sought for one or more heritage trees within any property in any zoning district identified in section 12-6-2, a sign shall be posted no further back than four feet from the property line nearest each respective roadway adjacent to the property. One sign shall be posted for every 100 feet of roadway frontage. Each sign shall contain two horizontal lines of legible and easily discernible type. The top line shall state: "Heritage Tree Setback Reduction Request Applied For." The bottom line shall state: "For Further Information Contact the City of Pensacola at 311" (or other number as designated by the Mayor). The top line shall be in legible type no smaller than six inches in height. The bottom line shall be in legible type no smaller than three inches in height. There shall be a margin of at least three inches between all lettering and the edge of the sign. The signs shall be posted by the applicant at their expense, and shall remain continuously posted for two weeks prior to the requisite building, site work, or permit is issued. The city's designated arborist will notify the councilperson representing the district in which the permit has been requested upon receipt of the request.

(2) *Retention, relocation, removal, replacement, and mitigation of protected trees.*

a. *Retention of protected trees.* Every effort must be made to protect and retain existing protected trees on proposed development sites. A minimum of ten percent of the total combined trunk diameter of protected trees on a proposed development site not located within jurisdictional wetlands shall be retained in place or relocated on site.

1. *Credit for retention of protected trees above minimum requirements.* For each inch of trunk diameter above the minimum ten percent requirement that is protected in place or relocated on site, an equivalent trunk diameter inch credit shall be given against replacement and mitigation requirements as provided in subsections (2)d. and e. of this section.
2. *Barrier zones.* All protected trees not designated for removal shall be protected by barrier zones erected prior to construction of any structures, road, utility service or other improvements. Barriers shall be placed at the outside of the dripline for all heritage trees and at a minimum two-thirds of the area of the dripline for all other protected trees. Barricades must be at least three feet tall and must be constructed of either wooden corner posts at least two inches by four (2 × 4) inches with at least two courses of wooden side slats at least one inch by four (1 × 4) inches with colored flagging or colored mesh attached, or constructed of one-inch angle iron corner posts with brightly colored mesh construction fencing attached.

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

1. *Visibility hazard.* Necessity to remove trees which will pose a safety hazard to pedestrians or vehicular traffic upon completion of the development.
2. *Safety hazard.* Necessity to remove trees which will threaten to cause disruption of public services or which will pose a safety hazard to persons or buildings or adjacent property or structures.
3. *Construction of improvements.* Necessity to remove trees in order to construct proposed improvements as a result of the location of driveways, if the location of a driveway or ingress/egress is specified and required by DOT or other regulations, buildings, utilities, stormwater/drainage facilities, or other permanent improvements. The architect, civil engineer, or landscape architect shall make every reasonable effort to locate such improvements so as to preserve any existing tree.
4. *Site conditions.* Necessity to remove trees as a result of characteristics of the site such as site dimensions, topographic conditions and grading requirements necessary to implement

standard engineering and architectural practices. Grading shall be as limited as possible. In order to justify the removal of protected trees on the ground of site conditions, the request must be reviewed by the appropriate city staff and must be approved by the mayor or his or her designee. Appeals from the decision of the city's designated arborist shall be to the zoning board of adjustment.

5. *Diseased or weakened trees.* Necessity to remove diseased trees or trees weakened by age, storm, fire or other injury;
 6. *Compliance with other ordinances or codes.* Necessity for compliance with other city codes such as building, zoning, subdivision regulations, health provisions, and other environmental ordinances.
- c. *Relocation of protected trees.* Where feasible, when conditions necessitate removal of protected trees, said trees shall be relocated on the site in the required perimeter or interior landscaped areas. Should the relocated tree expire within a specified period of time, the appropriate mitigation (planting of replacement trees or payment to the tree planting trust fund) shall be required. For each protected tree that cannot feasibly be relocated (or all of them), a written statement from a qualified professional shall be provided stating for each tree (or all of them) that relocation is not feasible and briefly explaining why relocation is not feasible, subject to the review of the city's designated arborist.
- d. *Replacement of protected trees.* When a protected tree is approved for removal, it shall be replaced with a like species of the tree removed. The city's designated arborist may allow a deviation to this within the same species type category in the protected tree list in Appendix "A" of this chapter in order to promote ecological diversity on the site. The prescribed number of trees shall be planted for each tree removed. The minimum diameter of a replacement tree shall be three (3) inches DBH. The replacement formula is:
1. A trunk diameter of four inches to 11 inches = Two three-inch DBH trees planted for each one removed.
 2. A trunk diameter of 12 inches to 19 inches = Three three-inch DBH trees planted for each one removed.
 3. A trunk diameter of 20 inches to 29 inches = Five three-inch DBH trees planted for each one removed.
 4. A trunk diameter of 30 inches to 35 inches = Eight three-inch DBH trees planted for each one removed.
 5. A trunk diameter of 36 inches to 43 inches = Ten three-inch DBH trees planted for each one removed.
 6. A trunk diameter of 44 inches or greater = 11 three-inch DBH trees planted for each one removed.

- e. *Mitigation of protected trees.* Any replacement trees that cannot be planted on site because of lack of space, once agreed to by the city, shall be valued at \$400.00 each and the owner shall pay that total to the tree planting trust fund. Trees identified as dead and verified as such in writing by the city's designated arborist shall not be required to be replaced or mitigated.
- (3) *New planting of protected trees.* On sites proposed for development or redevelopment where no existing protected trees are identified, the owner or his agent shall be required to plant one new tree species identified in the protected tree list (Appendix "A") or the tree replant list (Appendix "B"), a minimum of three inches DBH, for each 1,000 square feet of impervious surface area. New trees or replacement trees shall be planted during the year as indicated in subsection 12-6-3(2)a.1. of this chapter.
 - (4) *New residential subdivisions.* In new residential subdivisions the private property owner of each lot shall plant one tree in the front yard within ten feet of the right-of-way, provided there is no existing tree in the front yard. The tree shall be planted prior to a certificate of occupancy being issued for the dwelling. If the existing tree is not within ten feet of the right-of-way, then one additional tree shall be required (sized as noted in subsection (4)a. of this section). The tree shall be a species from Appendix "A" or "B," and where feasible, shade trees are encouraged.
 - a. Where a protected or replant tree species is required to be replanted, such tree shall be a minimum of three inches DBH.
 - b. The location of an existing protected tree on the lot or the proposed location of a new protected or replant species, where required in this subsection, shall be identified on the plot plan submitted as part of the information submitted for a building permit.
 - (5) *Road right-of-way tree protection.* No person or agency shall cut, prune, remove, or in any way damage any protected tree in any street right-of-way or create any condition injurious to any such tree without first obtaining a permit to do so from the city's designated arborist as specified in section 12-6-7.
 - a. The city's designated arborist may issue an annual permit to public utility companies exempting them from the provisions of this subsection concerning tree preservation. In the event of flagrant or repeated disregard for the intent and purpose of this chapter, the department may revoke said permit. The reasons for revoking such a permit shall be provided in writing to the offender.
 - b. Prior to entering a targeted area for pruning by the utility, the utility representative shall submit for approval to the city a clearly marked plan of the area, showing location of trees and noting what is being requested by the utility company. The city's designated arborist shall approve the plan and an additional permit fee of seventy-five dollars (\$75.00) shall be paid

to the City of Pensacola for the specific area noted on the plan submitted (see chapter 7-10 of this Code).

- c. All public utilities, governmental agencies and their subcontractors shall comply with the American National Standards Institute, ANSI A300-1995, Tree, Shrub and Other Woody Plant Maintenance—Standard Practices, when pruning trees on public or private property. Notice shall be provided to landowners at least one (1) week in advance of pruning and/or removing landowners' trees on private property. Emergency removal requiring immediate action to protect the health and safety of the public is not subject to this chapter. In no case shall the utility company be permitted to prune more than thirty (30) percent of the existing tree canopy.
- (6) *Tree protection.* Removing, pruning, or cutting tree growth away from a permanent nonaccessory sign (billboard) on public or private property shall be permitted only if a permit is obtained from the city's designated arborist. All agencies and their subcontractors shall comply with the American National Standards Institute, ANSI A300-1995, Tree, Shrub and Other Woody Plant Maintenance—Standard Practices, when pruning trees.
- (7) *Canopy road tree protection zone.* All lands within ten feet of the outer boundary of the right-of-way of the below described roads are hereby declared to be canopy tree protection zones:
- a. Blount Street from "A" Street to Bayview Park.
 - b. Lakeview Avenue from 9th Avenue to 20th Avenue.
 - c. Garden Street from Alcaniz Street to Jefferson Street and from "J" Street to "N" Street.
 - d. 17th Avenue from Gregory Street to Texar Drive.
 - e. 12th Avenue from Barcia Drive to Fairfield Drive.
 - f. Baylen Street from LaRua Street to Jordan Street.
 - g. Spring Street from LaRua Street to Jordan Street.
 - h. Bayou Boulevard from Lee Street to Strong Street.
 - i. Cervantes Street/Scenic Highway from the eastern side of Bayou Texar to the city limits.

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

- (8) *Heritage trees.* No person or agency shall cut, remove, prune or in any way damage any heritage tree in any zoning district without first obtaining approval

of a landscape and tree protection plan per section 12-6-4 for new development sites or a permit from the city's designated arborist as specified in section 12-6-7 for developed property; provided, however, that currently occupied residential property may qualify for removal or pruning of a heritage tree without incurring the cost of a permit so long as documentation of danger to person or property has been submitted to the city's designated arborist in advance of removal. For purposes of this provision, "documentation" means a completed two-page Tree Risk Assessment Form, which should be completed according to the standards found within Best Management Practices: Tree Risk Assessment, Second Edition, by E. Thomas Smiley, Nelda Matheny, and Sharon Lilly, and distributed by the International Society of Arboriculture Society; further, consistent with ISA standards and tree risk assessment, a tree or tree part is a "danger" when two conditions exist: 1) the failure of the tree part or of the tree is imminent or impact is likely, and 2) the consequences of that failure are high or extreme. In the case of lot splits for single family and duplex uses, trees shall be evaluated to determine whether the lot split will have a negative effect on any heritage tree. A tree survey shall be provided to the Planning Services department along with the lot split application, and the size of proposed lots shall be evaluated for the purpose of ensuring that a lot split will not require the removal of any heritage tree as a result of that lot split.

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



MINUTES OF THE PLANNING BOARD

January 11, 2022

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

MEMBERS ABSENT: Board Member Van Hoose

STAFF PRESENT: Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Building Official Bilby, Urban Design Specialist Parker, Help Desk Technician Russo

STAFF VIRTUAL: Development Services Director Morris, Senior Planner Statler

OTHERS PRESENT: Charlie Krasnosky, Brad Carter

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from December 14, 2021
- **New Business:**
- Request for Final Plat Approval - The Landing at DeVilliers Subdivision
- Open Forum
- Discussion – Tree Ordinance
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Villegas made a motion to approve the December 14, 2021 minutes, seconded by Board Member Sampson, and it carried 6 to 0.

New Business –

Request for Final Plat Approval – The Landing at DeVilliers Subdivision

Robert C. Krasnosky, PE is requesting final plat approval for The Landing at DeVilliers Subdivision located along the east side of DeVilliers Street between La Rua and Jackson Street. This property is located in the R-NCB - Residential/neighborhood commercial - B

zoning district and CRA district. Six (6) parcels will be subdivided into twelve (12) lots to accommodate single-family attached residences.

Chairperson Ritz advised all the comments had been addressed, and staff advised Section 12-7-3 addressed the requirements for final plat approval indicating it must substantially adhere to the preliminary plat, and there had been no changes.

Mr. Krasnosky addressed the Board and stated he had nothing to add. Board Member Powell asked if there was any information on what the final plans would look like, and Mr. Krasnosky indicated they had elevations and floor plans as well as a progressive landscape plan; they did not have the real estate to do onsite mitigation, but the future site plan would contain additional landscaping to reduce the amount of mitigation required. He explained the developer, Mr. Carter, had reached out to Eddie Todd who was very supportive and appreciative of their efforts. Board Member Powell stated that while gentrification was an issue and was going to happen, her biggest fear was this property would look the same as other properties which showed no progress and was glad they had put some thought into the development. Chairperson Ritz advised since this project was in the CRA district, those regulations would take priority. Board Member Powell explained she wanted to see their vision for that area. Board Member Villegas pointed out they were to meet with the Belmont DeVilliers Association next month and asked if they were going to present their future plans at that time. Mr. Carter advised his wife would be presenting the plans in the meeting at the request of Mr. Todd. He also clarified the parking would be rear access with a garage for each unit and a designated parking area. Mr. Krasnosky advised they would have stormwater retention and attenuation in the southeast corner – a vertical retention pond. Staff advised the City Surveyor comments had been addressed, and this item would proceed to the February City Council meeting.

Board Member Villegas made a motion for approval, seconded by Board Member Powell, and it carried 6 to 0.

Open Forum – None.

Discussion – Tree Ordinance Discussion Item

Staff advised that CRA staff had previously proposed amendments to the CRA overlay district, and as part of that process it was recommended that setback reductions for heritage trees should be applied citywide. There was also a revision to the language regarding who had the authority to approve setback reductions.

Mr. Bilby advised they did not want the arborist to be the sole designee making setback deviations, and stated the mayor or their designee, and possibly someone from the planning and building side could render the decision. His concern was with granting a setback deviation which might constitute a fire separation issue with the Florida Building Code; this language had been added to *e. Setback Reductions* to make sure it was codified.

Board Member Villegas asked when writing the ordinances, if it were possible to indicate local flora instead of trees and shrubs which do not necessarily work in our environment. Chairperson Ritz advised the LDC contained lists which tend to be local native, but there were some which were not; because it was a legislative action, the City's legislature had the ultimate approval for those lists. Since Mr. Bilby reviews most of the landscaping plans, he advised if a developer submits plans, whether it is a mitigation condition or a landscape provision, they were required to pick certain species on that list when meeting the landscape provisions. However, they could deviate from that list and plant other species

in conjunction with that. The required plantings must be on the replant list, but they could add other plantings as well, and an ordinance revision would be needed to change that requirement. He explained it was their feeling that once the arborist was onboard, he or she could formulate a better list to submit to Council at that point. He explained if you had a heritage tree on a lot at the edge of a setback, it would allow you to reduce the setback on the other side, shift the structure over, and save the existing heritage tree; the intent was to allow flexibility on the land to move the structure and save that existing heritage tree. It was determined if a neighbor had a problem with this issue, staff would review the circumstances. Mr. Bilby advised the setback deviation would ultimately be reviewed by himself and the Planning Director to give some building flexibility; it would need to be a staff decision and not just one person. Board Member Grundhoefer pointed out the language gave authority to make that decision. Chairperson Ritz asked would this get bogged down if a Board would see a request of this type in a public forum, and Board Member Grundhoefer explained if you were the neighbor, you might want that forum to present your concerns.

Board Member Sampson asked about saving trees which would reduce parking, and Chairperson Ritz explained that was another issue, but there had been discussion on reducing parking spaces in order to save trees. Chairperson Ritz pointed out if it was just a staff decision, the neighbor would not know until the structure was built legally, and there would be no recourse. If the Planning Board was involved, then the building official and arborist could be requested to attend that meeting. Mr. Bilby advised a lot of developers do not want to seek a variance and take the course of removing the tree. But if there was a way to allow this without a variance process, we could save a few more trees which was the intent of this process. Maybe a notification process would be necessary to give neighbors a chance to voice their concerns.

Board Member Powell suggested instead of having the neighbors come before the Board, just notify the persons who would be affected at the time of the reviewing process, giving them a time period in which to respond to the persons making the decisions; if they did not respond, it would not go any further; if they did respond, the person making the decision would review and make a decision with their input. Assistant Planning & Zoning Manager Cannon explained staff already has the authorization to make administrative variances up to a certain point for setbacks, but in this case, they would be justifying it for saving a heritage tree without creating another process that could potentially create delays in permitting. Staff also noted that the Zoning Board of Adjustments (ZBA) was already the reviewing entity for reductions to setbacks. Historic Preservation Planner Harding explained a member of the public had the opportunity to appeal a decision of the staff which would go before the ZBA; if a staff member made a decision which someone had an issue with, it could then be forwarded to the ZBA. Heritage tree issues had been before the ZBA and the Architectural Review Board as well. These boards were only allowed to create the minimum setback variance requirement, and this verbiage mimics that minimum granting.

Chairperson Ritz trusted the staff to review the request and avoid the zero-lot line in a residential district. Mr. Bilby stated the fire setbacks for residential were 3' from the lot line, and no case would be approved closer than 3'. You could do additional fire ratings which would require the builder to do extra modifications to the house. This is where staff would draw the line in trying to save the tree to make sure the project was not too close to that lot line. Historic Preservation Planner Harding pointed out he had seen administrative variances denied by staff, and that they do weigh and evaluate each situations according

to the circumstances of the adjacent area.

Chairperson Ritz explained this document would return to the Board for any additional revisions and for public input. He personally was not for neighbor involvement. Board Member Villegas indicated the conversation could be good or bad, and felt if the process was there to be dealt with in the best way possible, she had no problem with the process. Staff advised a certified arborist would be onboard for those decisions. It was determined this document would come before the Board as an agenda item.

Adjournment – With no further business, the Board adjourned at 2:34 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning & Zoning Manager
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00273

City Council

3/24/2022

PUBLIC HEARING ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PUBLIC HEARING: PROPOSED AMENDMENT TO SECTION 12-11-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, APPEALS, MODIFICATIONS, AND VARIANCES; CREATING SECTION 12-11-2 (F), MODIFICATIONS OF THE COMMUNITY REDEVELOPMENT AREA URBAN DESIGN OVERLAY STANDARDS

RECOMMENDATION:

That City Council conduct a Public Hearing on March 24, 2022, to consider the proposed amendment to Section 12-11-2 of the Code of the City of Pensacola, Florida, Appeals, Modifications, and Variances; creating Section 12-11-2 (f), Modifications of the Community Redevelopment Area Urban Design Overlay standards.

HEARING REQUIRED: Public

SUMMARY:

The Community Redevelopment Urban Design Overlay was adopted by the City Council in 2019 to provide development standards for the CRA neighborhoods not covered by a special design review board. The intent of these design standards was to preserve and maintain the traditional walkable, urban pattern and character of Pensacola's community redevelopment area neighborhoods.

On February 10, 2022, City Council adopted Ordinance No. 03-22, which amended Section 12-3-31 (6) and Table 12-3-31.12 of the CRA Urban Design Overlay district standards. The amendment established a modification process through an administrative review. Proposed Ordinance No. 13-22 creates the administrative process and details the duties and requirements of the two architect advisors for the review process.

At the March 8, 2022 Planning Board Meeting, the Board unanimously recommended approval of the proposed ordinance, amended to require that the architect advisors be a resident of the City of Pensacola.

PRIOR ACTION:

September 18, 2018 - The Planning Board held a public hearing and recommended adoption of the CRA Urban Design Standards.

January 15, 2019 - The CRA recommended that City Council adopt the CRA Urban Design Standards.

May 16, 2019 - City Council held a public hearing and approved Ordinance No. 10-19, creating the CRA Urban Design Overlay District on first reading.

May 30, 2019 - City Council adopted Ordinance No. 10-19, creating the CRA Urban Design Overlay District on second reading.

January 16, 2020 - City Council held a public hearing and approved on first reading an amendment redefining the boundary of the CRA Urban Design Overlay District.

February 13, 2020 - City Council adopted on second reading an amendment redefining the boundary of the CRA Urban Design Overlay District.

November 15, 2021 - The CRA referred revisions to the CRA Urban Design Overlay District Standards to the City of Pensacola Planning Board.

December 14, 2021 - The Planning Board recommended approval of revisions to the CRA Urban Design Overlay District Standards.

January 20, 2022 - City Council held a public hearing and approved the Proposed Ordinance No. 03-22 on first reading.

February 10, 2022 - City Council adopted on second reading the Proposed Ordinance No. 03-22.

March 8, 2022 - The Planning Board recommended approval of an amendment to Section 12-11-2 of the code of The City of Pensacola, Florida, Appeals, Modifications, and Variances; creating Section 12-11-2 (f), Modifications of the CRA Urban Design Overlay Standards.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator, Community Development
Sherry Morris, AICP, Development Services Director
M. Helen Gibson, AICP, CRA Administrator

ATTACHMENTS:

- 1) Proposed Ordinance No. 13-22
- 2) March 2022 Planning Board Minutes

PRESENTATION: No

PROPOSED
ORDINANCE NO. 13-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-11-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, APPEALS, MODIFICATIONS, AND VARIANCES; CREATING SECTION 12-11-2 (f), MODIFICATIONS OF THE COMMUNITY REDEVELOPMENT AREA URBAN DESIGN OVERLAY STANDARDS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-11-2 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Section 12-11-2. Appeals, modifications, and variances.

- (a) *Duties and powers of zoning board of adjustment.* The zoning board of adjustment, created pursuant to section 12-12-1, shall have the following duties and powers:
- (1) *Appeals.* To hear and decide appeals when it is alleged that there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of any provision of this title.
 - a. Appeals to the zoning board of adjustment may be filed by any person aggrieved or by any officer or board of the city affected by any decision of an administrative official under this title. Such appeal shall be filed within 30 days after rendition of the order, requirement, decision, or determination appealed from by filing with the officer from whom the appeal is taken and with the board a notice of appeal specifying the grounds thereof.
 - b. The administrative official from whom the appeal is filed shall, upon notification of the filing of the appeal, forthwith transmit to the zoning board of adjustment all the documents, plans, papers, or other materials constituting the record upon which the action appealed from was made.
 - c. An appeal to the zoning board of adjustment stays all work on the premises and all proceedings in furtherance of the action appealed from, unless the official from whom the appeal was filed shall certify to the board that, by reason of facts stated in the certificate, a stay would cause imminent peril to life or property. In such case, proceeding or work shall not be stayed except by a restraining order, which may be granted by the board or by a

court of competent jurisdiction on application on notice to the officer from whom the appeal is filed and on due cause shown.

(2) *Variances.*

- a. To authorize upon appeal such variance from the terms of this title as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of the provisions of this title would result in unnecessary and undue hardship. In order to authorize any variance from the terms of this title, the board must find:
 1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district;
 2. That the special condition and circumstances do not result from the actions of the applicant;
 3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this title to other lands, buildings, or structures in the same zoning district;
 4. That literal interpretation of the provisions of this title would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this title and would cause unnecessary and undue hardship on the applicant;
 5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure;
 6. That the grant of the variance will be in harmony with general intent and purpose of this title and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare;
 7. That the variance will not constitute any change in the districts shown on the zoning map, will not impair an adequate supply of light and air to adjacent property, will not increase the congestion of public streets, or increase the danger of fire, will not diminish or impair established property values within the surrounding area, and will not otherwise impair the public health, safety, and general welfare of the city.
- b. In granting any variance, the board may prescribe appropriate conditions and safeguards in conformity with this title. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of the Code.
- c. The board may prescribe a reasonable time limit within which the action for which the variance is required shall be begun or completed or both.
- d. Under no circumstances, except as permitted above, shall the board grant a variance to permit a use not generally permitted in the zoning district involved or any use expressly or by implication prohibited by the terms of this title in the zoning district. No nonconforming use of neighboring lands,

structures, or buildings in the same zoning district and no permitted use of lands, structures, or buildings in other zoning districts shall be considered grounds for the authorization of a variance.

- (3) *Interpretation for historic and preservation districts.* To hear and decide administrative applications for uses not expressly permitted by district regulations within the Pensacola historic district, North Hill preservation district and Old East Hill preservation district.
- (4) *Nonconforming uses.* To hear and decide requests for time extensions beyond the 18-month time period for the continuation of nonconforming uses that are damaged or destroyed as the result of fire, explosion or other casualty, or act of God, or the public enemy. Such time extensions may be granted by the zoning board of adjustment upon proof by the landowner that the landowner has proceeded with diligence to restore the use and circumstances beyond the landowner's control have made the period of time inadequate.

(b) *Hearing of applications.*

(1) *Application procedure.*

- a. Any appeal or application for variance, interpretation for historic and preservation district or continuation of nonconforming use must be submitted to the planning services department at least 21 days prior to the regularly scheduled meeting of the zoning board of adjustment.
- b. The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
- c. Any party may appear in person, by agent, or by attorney.
- d. Any application may be withdrawn prior to action of the zoning board of adjustment at the discretion of the applicant initiating the request upon written notice to the board secretary.

(2) *Application submission requirements.* No application shall be considered complete until all of the following have been submitted:

- a. The application shall be submitted on a form provided by the board secretary.
- b. Each application shall be accompanied by an accurate site plan drawn to scale and such other information as may be reasonably requested to support the application.
- c. The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.

(3) *Public notice requirements.*

- a. A sign shall be prominently posted on the property to which the application pertains at least ten days prior to the scheduled zoning board of adjustment

meeting. The sign shall state the date, time and place of the zoning board of adjustment meeting.

- b. Notice of the appeal or application for variance, interpretation for historic and preservation district or continuation of nonconforming use shall be published by public notice advertised in a newspaper of general daily circulation published in the county at least ten days prior to the scheduled zoning board of adjustment meeting.
 - c. The city shall notify addresses within a 300-foot radius, as identified by the current county tax roll maps, of the property for which an appeal or application for variance or continuation of nonconforming use is sought with a public notice by postcard, at least ten days prior to the zoning board of adjustment meeting. The public notice shall state the date, time and place of the board meeting.
 - d. The city shall notify addresses within a 500-foot radius, as identified by the current county tax roll maps, of the property for which an interpretation in a historic or preservation district is sought with a public notice by postcard, at least ten days prior to the zoning board of adjustment meeting. The public notice shall also be mailed to the appropriate neighborhood, homeowner, or property owner association at least ten days prior to the zoning board of adjustment meeting. The public notice shall state the date, time and place of the board meeting.
- (c) *Decisions of the zoning board of adjustment.* In exercising its powers, the board may, in conformity with provisions of this section, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination made by an administrative official in the enforcement of this title, and may make any necessary order, requirement, decision, or determination, and to that end shall have all the powers of the officer from whom the appeal is taken. The concurring vote of a majority of all the members of the board shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official or to decide in favor of the applicant on any matter upon which the board is required to pass under this section.
- (d) *Judicial review of decision of board of adjustment.* Any person, jointly or severally, aggrieved by any decision of the board, or the city, upon approval by the city council, may apply to the circuit court of the First Judicial Circuit of Florida within 30 days after rendition of the decision by the board. Review in the circuit court shall be by petition for writ of certiorari or such other procedure as may be authorized by law.
- (e) *Administrative variances.* Subject to the criteria in subsection (a)(2) of this section, the planning administrator or their designee may grant administrative variances to the following provisions of this chapter:
- (1) Setback requirements may be varied up to ten percent or two feet, whichever is less.
 - (2) Parking requirements may be varied up to ten percent.

These requests must be submitted in writing and must include a to-scale site plan along with a detailed explanation and justification for the variance. Only one administrative variance per property may be granted. Denial of a request for an administrative variance under the provisions of this section may be appealed to the board of adjustment under the provisions of subsection (a)(1) of this section.

(f) *Modifications of Community Redevelopment Area Urban Design Overlay District (CRAUDOD) standards.* Subject to the criteria in section 12-3-31(6), the Urban Design Specialist (or the Mayor's designee), the CRA architect advisor(s), and the Chair of the applicable redevelopment board may authorize modifications to the Urban Design Overlay District standards.

(1) The architect advisors for the CRA Urban Design Overlay Standards abbreviated review process are hereby established:

- a. *Membership.* There shall be two architect advisors, a primary and an alternate. The alternate architect advisor shall serve when the primary architect advisor has a conflict of interest. The architect advisors shall be appointed by city council. To qualify for appointment, an applicant shall be licensed as an architect by the State of Florida and licensed to conduct business within the City of Pensacola.
 - b. *Terms of office; vacancies; removal from office.* Appointed architect advisor(s), in primary or alternate roles, shall serve for terms of two years or thereafter until their successors are appointed. Any advisor may be removed from their duties in accordance with F.S. § 112.501 or upon determination by the city council that its policies and procedures have been violated by the advisor. Any vacancy occurring during the unexpired term of office of any member shall be filled by the city council for the remainder of the term. Such vacancy shall be filled as soon as is practical.
 - c. *Duties.* The advisors shall have power and duty to review modifications in design and development within the Community Redevelopment Area Urban Design Overlay District as defined in Sec. 12-3-31. As such, they are authorized to provide recommendations which achieve the intent of the CRAUDOD.
- (2) *Review and decision.* The Urban Design Specialist (or the Mayor's designee), the CRA architect advisor(s), and the Chair of the applicable redevelopment board shall promptly review plans and shall render its decision.
- a. The Urban Design Specialist shall initiate the review, assessing the plans for compliance, determining the extent of the modification, and providing recommendations.
 - b. The architect advisor shall review the plans and the recommendation of the Urban Design Specialist in making their determination.
 - c. The applicable redevelopment board Chair shall review the final determination for appropriateness within the applicable redevelopment area.
- (3) *Notification.* Upon final determination by the reviewers, the Urban Design Specialist shall provide the applicant with a copy of the signed application.

(4) Appeal. Any person or entity whose property interests are substantially affected by a decision of the CRAUDOD modification reviewers may within 15 days thereafter, appeal to the zoning board of adjustment.

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

March 8, 2022

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

MEMBERS ABSENT: Board Member Powell, Board Member Sampson

STAFF PRESENT: Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant CRA Manager D'Angelo, Urban Design Specialist Parker, Assistant City Attorney Lindsay, Deputy City Administrator Forte, Help Desk Technician Russo

STAFF VIRTUAL: Development Services Director Morris, Senior Planner Statler

OTHERS PRESENT: Robert Nay, Jim Doyle, Oaksu Doyle, John Ellis, Rand Hicks, Crystal Scott, Scott Sallis

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from February 8, 2022

New Business:

- 178 N. Palafox Street-License to Use
- Aesthetic Review-636 E. Romana Street
- Conditional Use Permit Application-209 N. A Street, Mt. Lily Baptist Church
- Proposed Ordinance: Land Development Code Section 12-11-2 Appeals, Modifications, and Variances (F) Modifications of CRA Urban Design Overlay Standards
- Open Forum
- Discussion - Section 12-6-6 Protected Trees
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Larson made a motion to approve the February 8, 2022 minutes, seconded by Board Member Van Hoose, and it carried 5

to 0.

New Business –

178 N. Palafox Street – License to Use Application

Michael Carro is requesting a License to Use for improvements within the right-of-way at 178 N. Palafox Street. The purpose of the request is to allow for the extension of the existing balcony overhang to continue another 15' 8" into the right-of-way. The extension will also match the width of the existing balcony overhang. The application was routed through the various City departments and utility providers with no concerns or comments. Chairperson Ritz pointed out it was already matching the streetscape. Staff advised this request was approved by the ARB, and the plan was to use the bottom floor as offices with residential suites on the upper floor.

Board Member Grundhoefer made a motion to approve, seconded by Board Member Larson, and it carried 5 to 0.

Aesthetic Review – 636 E. Romana Street

Dalrymple/ Sallas Architecture is requesting aesthetic review of a renovation and addition of second-story living quarters atop an existing one-story accessory structure. The application was routed through the various City departments and utility providers with comments included for the Board.

(The Board shifted this item to allow the arrival of the applicant.)

Mr. Sallis arrived and addressed the Board advising they had submitted their project to the Aragon Architectural Review Board and had received comments which were centered around date design, trim, and color which they were happy to address. It was determined they were building on top of the existing structure.

Board Member Grundhoefer made a motion to approve, seconded by Board Member Larson, and it carried 5 to 0.

Conditional Use Permit Application – 209 N. A Street, Mt. Lily Baptist Church

John David Ellis is requesting a Conditional Use Permit to allow for the adaptive reuse of the existing structure at 209 N. A Street, also known as the former Mt. Lily Baptist Church. The project will convert the existing structure into six (6) dwelling units of affordable rental housing. The subject property is located in the R-1A, medium-density zoning district. Per Sec.12-3-107, the Conditional Use Permits summary was provided to the Board.

Staff advised this location was designated R-1A and provided the purpose of the district along with the Conditional Use requirements. Under Applicability, the adaptive reuse of a church was expressly permitted as a Conditional Use in the R-1A zoning district. Section (d) states the Conditional Use may be approved by the City Council only upon determination that the application and evidence presented clearly indicate that all of the 6 standards have been met.

Mr. Ellis presented to the Board and stated they hoped to preserve this church and adapt it for apartments - six units for affordable housing. He indicated it was an approximately 4000 sq. ft. building which they felt could lend itself to this type of layout. They were adding parking and a bike rack to the front. Chairperson Ritz pointed out the parking for a 6-unit rental had been met. Mr. Ellis stated when it was a functioning church, there were more people using on-street parking, and he agreed that was a concern; they were doing the best they could to work within the Code to achieve the best solution. Board Member

Grundhoefer felt it was a good use for the building but was concerned with the parking since pulling out onto A Street was dangerous. Board Member Villegas pointed out that the City was making moves to slow traffic on A Street with the road diet. Chairperson Ritz indicated there was a desire to have more affordable housing, and this appearance was trying to maintain some semblance of a neighborhood fabric while allowing for affordable housing. Mr. Ellis indicated they desired to work in conjunction with the A Street design. Historic Preservation Planner Harding explained the applicant's parking equation was provided on the site plan to meet the requirements of the LDC. **Board Member Villegas advised this was one of the most responsible infill projects the Board had seen and made a motion to approve, seconded by Board Member Larson.**

Mr. Nay presented a petition by all the neighboring properties against the project concerning the parking issue. He explained they already had issues with vehicles blocking the driveways. There was on-street parking which ended north of the church, but the way it was painted, it looked like driveways were also parking spaces. They felt the parking infrastructure did not support the number of units. He suggested the applicants were taking a public right-of-way to turn it into a parking lot and diverting a public sidewalk. He pointed out there was no room for a dumpster which would result in 6 recycle/garbage cans. He explained when the church was open, the majority of the people lived there and walked to the church on Saturdays.

Ms. Scott, Vice President of Pensacola Habitat for Humanity, supported the project as a neighbor. She felt the applicant had done an excellent job in being very innovative and wanted to see more private investors and developers build similar projects in this area.

Mr. Doyle asked about the legal definition of affordable housing and was told to contact Marcie Whitaker in Housing. If the units were affordable housing, he then asked if the City had any method to guarantee the rent would not go beyond a certain amount; this was also determined to be a Housing Department question. He stated realistically, even with the bicycle rack, the assumption would be there would always be six cars at that location. Mr. Sallis spoke in favor the project and cautioned anyone who did not support the project to be more aware of what the City would require to develop this property; one could not say they support the church being reused but be against the parking requirements. If the church were to be used or if there was a business there, it would require far more parking requirements. So, this in a sense was the best use of this building for this neighborhood supplying a housing need for the city.

The staff then read the six standards of approval. Chairperson Ritz asked if any of the six standards had not been met by this project. Board Member Van Hoose questioned the water and sewer usage since ECUA had no comment, and staff advised their standard note for a multi-family development was to put the developer in touch with them for water and sewer, and they would meet the ECUA standards in the final design. Board Member Villegas asked about the requirements for sanitation, and it was determined the City would provide the black and brown garbage cans for the residences, and there was adequate space behind the facility for storage. It was also determined the Conditional Use stayed with the property as long as the use was consistent, but any changes would come before the Board or be denied administratively. Staff advised the Board could recommend some conditions for the Conditional Use regarding parking which Council should consider.

Mr. Ellis advised they had met with the neighbors, and their concerns were with parking and sanitation, and they would like to have a better solution than six trash receptacles and six recycling cans, but because of the site constraints, that might be their only option.

Chairperson Ritz advised being in the landlord business, each tenant in the building does not get his own trash receptacle. Regarding the sidewalk, Board Member Grundhoefer suggested they could pull in with the driveway and have two on one side and two on the other; that way you would not have 4 1/2 parking spaces since someone walking down the sidewalk would probably walk straight across in front of the cars; maybe they could minimize this. Mr. Ellis agreed with pulling it in toward the building allowing a walking path across the frontage.

The motion then carried 5 to 0. It was determined this item would proceed to Council for one reading where they could accept, reject, or modify any suggestions by this Board. **(The Board returned to 636 E. Romana Street.)**

Proposed Ordinance: Land Development Code Section 12-11-2 Appeals, Modifications, and Variances (F) Modifications of CRA Urban Design Overlay Standards

The Urban Design Overlay was adopted by the City Council in 2019 to provide development standards for the CRA neighborhoods not covered by a special design review board. The intent of these design standards was to preserve and maintain the traditional walkable, urban pattern and character of Pensacola's community redevelopment area neighborhoods.

Upon the December 2021 recommendation by the Planning Board, on February 10th, City Council adopted the proposed ordinance changes to the CRA Urban Design Overlay district. The amendment established the modification process through an administrative review. Staff is returning to the Planning Board with an ordinance creating the administrative process and detailing the duties and requirements of the two architect advisors for the review process.

Urban Design Specialist Parker advised they were returning with an ordinance addressing the administrative process which included the duties of the review staff, including himself or a Mayor's designee, an architect advisor, an alternate advisor if there was a conflict of interest, and the redevelopment chair of the area the project was within. He explained they had vetted this through Legal and Planning staff.

Chairperson Ritz did not have any edits for the amendment and felt it was well written as it stands. CRA Staff advised the architect advisors would have to be approved by the Mayor and Council, and after the public hearing, an advertisement would be made by the City Clerk's office; it would go through the same process as appointing board members. DPZ would not be involved with this process since it would be performed administratively by staff. Assistant City Attorney Lindsay explained the two architect advisors would be licensed by the State of Florida and licensed to conduct business within the City of Pensacola but did not have to reside in the city limits. Board Member Villegas felt there was a disconnect when one did not live in the space where these projects were happening. Chairperson Ritz pointed out it was a requirement with this Board to live in the city. Staff indicated the Board could revise the language if they saw fit. Chairperson Ritz stated the person appointed would likely live or have a business within the city limits.

Assistant CRA Manager D'Angelo pointed out the architects living in the city limits might not own the business. Chairperson Ritz gave the license requirements for an architect in Pensacola, and if the Board was looking for a residential requirement, it could be suggested. Board Member Villegas pointed out since it was specifically for the CRA, it already had its own nuances, and there should be specific things which address who

serves on that board; when you live downtown, you are invested in it. Board Member Grundhoefer agreed. Chairperson Ritz suggested **“To qualify for appointment, an applicant shall be licensed as an architect by the State of Florida, licensed to conduct business within the City of Pensacola, and must be a resident of the City of Pensacola.”** CRA Staff advised there could be such things as setbacks which would go through this process rather than a variance process; if there was a discrepancy, it would proceed to the Board of Adjustments. The architects would be addressing the CRA Overlay aspects and not the underlying LDC. Board Member Van Hoose asked if having the architect reside in the city would be too limiting for filling these positions. CRA Staff advised it would be a major concern since they wanted to make sure they could fill these positions because otherwise, there would be a modification process that could not function. They do not know how many interested parties they would get and of those interested parties, would any of them be residents. Chairperson Ritz felt there were enough architects living in the city who would want to serve in this capacity.

Board Member Villegas made a motion to approve as amended, seconded by Board Member Larson, and it carried 5 to 0.

Open Forum – None.

Discussion Section 12-6-6 Protected Trees

At the last Planning Board meeting, Board Member Grundhoefer inquired about changing the word from “required” to “allowed” regarding the reduction of parking spaces.

Assistant Planning and Zoning Manager Cannon advised the document language had been forwarded through Legal and the Building Official who felt the change would weaken the intent of the Code of having the most protection for heritage trees; we do not want to go back the opposite direction and neither did Council; the heritage tree was more important than the parking space.

Assistant City Attorney Lindsay advised the Building Official stated first they weigh whether the site development can be changed or moved around to save a tree, if not, they look at the reduction of parking. It typically was not more than a few spaces when they have to reduce parking.

Board Member Grundhoefer explained the point was the language specified you were required to reduce it, and if he wanted to save a tree, he did not want to be required to reduce parking; he wanted to be “allowed” to reduce the parking. He was agreeable and felt they would not require someone to reduce parking to save a tree, but that was what the language stated.

Assistant City Attorney Lindsay explained the burden under the Code was to save heritage trees under certain conditions, and if the heritage tree could be saved by modifying a site plan, it would not even impact parking. She felt it was staff’s position that there would be opportunities to avoid a requirement to reduce parking and also save the tree in other situations. The way it was applied in practice was not the strict literal interpretation that Board Member Grundhoefer was concerned about. Certain requirements exist for preserving heritage trees, however, there are exceptions and how those get analyzed requires multiple pieces of the Code together. Section 12-6-6 is where that analysis occurs, but there may be other parts of the Code to consider.

Adjournment – With no further business, the Board adjourned at 3:35 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning & Zoning Manager
Secretary to the Board

DRAFT



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 13-22

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 13-22 - AMENDMENT TO SECTION 12-11-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, APPEALS, MODIFICATIONS, AND VARIANCES; CREATING SECTION 12-11-2 (f), MODIFICATIONS OF THE COMMUNITY REDEVELOPMENT AREA URBAN DESIGN OVERLAY STANDARDS

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 13-22 on first reading:

AN ORDINANCE AMENDING SECTION 12-11-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, APPEALS, MODIFICATIONS, AND VARIANCES; CREATING SECTION 12-11-2 (f), MODIFICATIONS, OF THE COMMUNITY REDEVELOPMENT AREA URBAN DESIGN OVERLAY STANDARDS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

The Community Redevelopment Area Urban Design Overlay was adopted by the City Council in 2019 to provide development standards for the CRA neighborhoods not covered by a special design review board. The intent of these design standards was to preserve and maintain the traditional walkable, urban pattern and character of Pensacola's community redevelopment area neighborhoods.

On February 10, 2022, City Council adopted Ordinance No. 03-22, which amended Section 12-3-31 (6) and Table 12-3-31.12 of the CRA Urban Design Overlay district standards. The amendment established a modification process through an administrative review. Proposed Ordinance No. 13-22 creates the administrative process and details the duties and requirements of the two architect advisors for the review process.

At the March 8, 2022 Planning Board Meeting, the Board unanimously recommended approval of the proposed ordinance, amended to require that the architect advisors be a resident of the City of Pensacola.

PRIOR ACTION:

September 18, 2018 - The Planning Board held a public hearing and recommended adoption of the CRA Urban Design Standards.

January 15, 2019 - The CRA recommended that City Council adopt the CRA Urban Design Standards.

May 16, 2019 - City Council held a public hearing and approved Ordinance No. 10-19, creating the CRA Urban Design Overlay District on first reading.

May 30, 2019 - City Council adopted Ordinance No. 10-19, creating the CRA Urban Design Overlay District on second reading.

January 16, 2020 - City Council held a public hearing and approved on first reading an amendment redefining the boundary of the CRA Urban Design Overlay District.

February 13, 2020 - City Council adopted on second reading an amendment redefining the boundary of the CRA Urban Design Overlay District.

November 15, 2021 - The CRA referred revisions to the CRA Urban Design Overlay District Standards to the City of Pensacola Planning Board.

December 14, 2021 - The Planning Board recommended approval of revisions to the CRA Urban Design Overlay District Standards.

January 20, 2022 - City Council held a public hearing and approved the Proposed Ordinance No. 03-22 on first reading.

February 10, 2022 - City Council adopted on second reading the Proposed Ordinance No. 03-22.

March 8, 2022 - The Planning Board recommended approval of an amendment to Section 12-11-2 of the code of The City of Pensacola, Florida, Appeals, Modifications, and Variances; creating Section 12-11-2 (f), Modifications of the CRA Urban Design Overlay Standards.

FUNDING:

N /A

FINANCIAL IMPACT:

None

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/14/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator, Community Development
Sherry Morris, AICP, Development Services Director
Helen Gibson, AICP, CRA Manager

ATTACHMENTS:

- 1) Proposed Ordinance No. 13-22
- 2) March 2022 Planning Board Minutes

PRESENTATION: No

PROPOSED
ORDINANCE NO. 13-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-11-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, APPEALS, MODIFICATIONS, AND VARIANCES; CREATING SECTION 12-11-2 (f), MODIFICATIONS OF THE COMMUNITY REDEVELOPMENT AREA URBAN DESIGN OVERLAY STANDARDS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-11-2 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Section 12-11-2. Appeals, modifications, and variances.

- (a) *Duties and powers of zoning board of adjustment.* The zoning board of adjustment, created pursuant to section 12-12-1, shall have the following duties and powers:
- (1) *Appeals.* To hear and decide appeals when it is alleged that there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of any provision of this title.
 - a. Appeals to the zoning board of adjustment may be filed by any person aggrieved or by any officer or board of the city affected by any decision of an administrative official under this title. Such appeal shall be filed within 30 days after rendition of the order, requirement, decision, or determination appealed from by filing with the officer from whom the appeal is taken and with the board a notice of appeal specifying the grounds thereof.
 - b. The administrative official from whom the appeal is filed shall, upon notification of the filing of the appeal, forthwith transmit to the zoning board of adjustment all the documents, plans, papers, or other materials constituting the record upon which the action appealed from was made.
 - c. An appeal to the zoning board of adjustment stays all work on the premises and all proceedings in furtherance of the action appealed from, unless the official from whom the appeal was filed shall certify to the board that, by reason of facts stated in the certificate, a stay would cause imminent peril to life or property. In such case, proceeding or work shall not be stayed except by a restraining order, which may be granted by the board or by a

court of competent jurisdiction on application on notice to the officer from whom the appeal is filed and on due cause shown.

(2) *Variances.*

- a. To authorize upon appeal such variance from the terms of this title as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of the provisions of this title would result in unnecessary and undue hardship. In order to authorize any variance from the terms of this title, the board must find:
 1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district;
 2. That the special condition and circumstances do not result from the actions of the applicant;
 3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this title to other lands, buildings, or structures in the same zoning district;
 4. That literal interpretation of the provisions of this title would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this title and would cause unnecessary and undue hardship on the applicant;
 5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure;
 6. That the grant of the variance will be in harmony with general intent and purpose of this title and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare;
 7. That the variance will not constitute any change in the districts shown on the zoning map, will not impair an adequate supply of light and air to adjacent property, will not increase the congestion of public streets, or increase the danger of fire, will not diminish or impair established property values within the surrounding area, and will not otherwise impair the public health, safety, and general welfare of the city.
- b. In granting any variance, the board may prescribe appropriate conditions and safeguards in conformity with this title. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of the Code.
- c. The board may prescribe a reasonable time limit within which the action for which the variance is required shall be begun or completed or both.
- d. Under no circumstances, except as permitted above, shall the board grant a variance to permit a use not generally permitted in the zoning district involved or any use expressly or by implication prohibited by the terms of this title in the zoning district. No nonconforming use of neighboring lands,

structures, or buildings in the same zoning district and no permitted use of lands, structures, or buildings in other zoning districts shall be considered grounds for the authorization of a variance.

- (3) *Interpretation for historic and preservation districts.* To hear and decide administrative applications for uses not expressly permitted by district regulations within the Pensacola historic district, North Hill preservation district and Old East Hill preservation district.
- (4) *Nonconforming uses.* To hear and decide requests for time extensions beyond the 18-month time period for the continuation of nonconforming uses that are damaged or destroyed as the result of fire, explosion or other casualty, or act of God, or the public enemy. Such time extensions may be granted by the zoning board of adjustment upon proof by the landowner that the landowner has proceeded with diligence to restore the use and circumstances beyond the landowner's control have made the period of time inadequate.

(b) *Hearing of applications.*

(1) *Application procedure.*

- a. Any appeal or application for variance, interpretation for historic and preservation district or continuation of nonconforming use must be submitted to the planning services department at least 21 days prior to the regularly scheduled meeting of the zoning board of adjustment.
- b. The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
- c. Any party may appear in person, by agent, or by attorney.
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- a. The application shall be submitted on a form provided by the board secretary.
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- c. The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.

(3) *Public notice requirements.*

- a. A sign shall be prominently posted on the property to which the application pertains at least ten days prior to the scheduled zoning board of adjustment

meeting. The sign shall state the date, time and place of the zoning board of adjustment meeting.

- b. Notice of the appeal or application for variance, interpretation for historic and preservation district or continuation of nonconforming use shall be published by public notice advertised in a newspaper of general daily circulation published in the county at least ten days prior to the scheduled zoning board of adjustment meeting.
 - c. The city shall notify addresses within a 300-foot radius, as identified by the current county tax roll maps, of the property for which an appeal or application for variance or continuation of nonconforming use is sought with a public notice by postcard, at least ten days prior to the zoning board of adjustment meeting. The public notice shall state the date, time and place of the board meeting.
 - d. The city shall notify addresses within a 500-foot radius, as identified by the current county tax roll maps, of the property for which an interpretation in a historic or preservation district is sought with a public notice by postcard, at least ten days prior to the zoning board of adjustment meeting. The public notice shall also be mailed to the appropriate neighborhood, homeowner, or property owner association at least ten days prior to the zoning board of adjustment meeting. The public notice shall state the date, time and place of the board meeting.
- (c) *Decisions of the zoning board of adjustment.* In exercising its powers, the board may, in conformity with provisions of this section, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination made by an administrative official in the enforcement of this title, and may make any necessary order, requirement, decision, or determination, and to that end shall have all the powers of the officer from whom the appeal is taken. The concurring vote of a majority of all the members of the board shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official or to decide in favor of the applicant on any matter upon which the board is required to pass under this section.
- (d) *Judicial review of decision of board of adjustment.* Any person, jointly or severally, aggrieved by any decision of the board, or the city, upon approval by the city council, may apply to the circuit court of the First Judicial Circuit of Florida within 30 days after rendition of the decision by the board. Review in the circuit court shall be by petition for writ of certiorari or such other procedure as may be authorized by law.
- (e) *Administrative variances.* Subject to the criteria in subsection (a)(2) of this section, the planning administrator or their designee may grant administrative variances to the following provisions of this chapter:
- (1) Setback requirements may be varied up to ten percent or two feet, whichever is less.
 - (2) Parking requirements may be varied up to ten percent.

These requests must be submitted in writing and must include a to-scale site plan along with a detailed explanation and justification for the variance. Only one administrative variance per property may be granted. Denial of a request for an administrative variance under the provisions of this section may be appealed to the board of adjustment under the provisions of subsection (a)(1) of this section.

(f) *Modifications of Community Redevelopment Area Urban Design Overlay District (CRAUDOD) standards.* Subject to the criteria in section 12-3-31(6), the Urban Design Specialist (or the Mayor's designee), the CRA architect advisor(s), and the Chair of the applicable redevelopment board may authorize modifications to the Urban Design Overlay District standards.

(1) The architect advisors for the CRA Urban Design Overlay Standards abbreviated review process are hereby established:

a. *Membership.* There shall be two architect advisors, a primary and an alternate. The alternate architect advisor shall serve when the primary architect advisor has a conflict of interest. The architect advisors shall be appointed by city council. To qualify for appointment, an applicant shall be licensed as an architect by the State of Florida and licensed to conduct business within the City of Pensacola.

b. *Terms of office; vacancies; removal from office.* Appointed architect advisor(s), in primary or alternate roles, shall serve for terms of two years or thereafter until their successors are appointed. Any advisor may be removed from their duties in accordance with F.S. § 112.501 or upon determination by the city council that its policies and procedures have been violated by the advisor. Any vacancy occurring during the unexpired term of office of any member shall be filled by the city council for the remainder of the term. Such vacancy shall be filled as soon as is practical.

c. *Duties.* The advisors shall have power and duty to review modifications in design and development within the Community Redevelopment Area Urban Design Overlay District as defined in Sec. 12-3-31. As such, they are authorized to provide recommendations which achieve the intent of the CRAUDOD.

(2) *Review and decision.* The Urban Design Specialist (or the Mayor's designee), the CRA architect advisor(s), and the Chair of the applicable redevelopment board shall promptly review plans and shall render its decision.

a. The Urban Design Specialist shall initiate the review, assessing the plans for compliance, determining the extent of the modification, and providing recommendations.

b. The architect advisor shall review the plans and the recommendation of the Urban Design Specialist in making their determination.

c. The applicable redevelopment board Chair shall review the final determination for appropriateness within the applicable redevelopment area.

(3) *Notification.* Upon final determination by the reviewers, the Urban Design Specialist shall provide the applicant with a copy of the signed application.

(4) Appeal. Any person or entity whose property interests are substantially affected by a decision of the CRAUDOD modification reviewers may within 15 days thereafter, appeal to the zoning board of adjustment.

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

SECTION IV. 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

March 8, 2022

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

MEMBERS ABSENT: Board Member Powell, Board Member Sampson

STAFF PRESENT: Assistant Planning & Zoning Manager Cannon, Historic Preservation Planner Harding, Assistant CRA Manager D'Angelo, Urban Design Specialist Parker, Assistant City Attorney Lindsay, Deputy City Administrator Forte, Help Desk Technician Russo

STAFF VIRTUAL: Development Services Director Morris, Senior Planner Statler

OTHERS PRESENT: Robert Nay, Jim Doyle, Oaksu Doyle, John Ellis, Rand Hicks, Crystal Scott, Scott Sallis

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from February 8, 2022

New Business:

- 178 N. Palafox Street-License to Use
- Aesthetic Review-636 E. Romana Street
- Conditional Use Permit Application-209 N. A Street, Mt. Lily Baptist Church
- Proposed Ordinance: Land Development Code Section 12-11-2 Appeals, Modifications, and Variances (F) Modifications of CRA Urban Design Overlay Standards
- Open Forum
- Discussion - Section 12-6-6 Protected Trees
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:00 pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes - Board Member Larson made a motion to approve the February 8, 2022 minutes, seconded by Board Member Van Hoose, and it carried 5

to 0.

New Business –

178 N. Palafox Street – License to Use Application

Michael Carro is requesting a License to Use for improvements within the right-of-way at 178 N. Palafox Street. The purpose of the request is to allow for the extension of the existing balcony overhang to continue another 15' 8" into the right-of-way. The extension will also match the width of the existing balcony overhang. The application was routed through the various City departments and utility providers with no concerns or comments. Chairperson Ritz pointed out it was already matching the streetscape. Staff advised this request was approved by the ARB, and the plan was to use the bottom floor as offices with residential suites on the upper floor.

Board Member Grundhoefer made a motion to approve, seconded by Board Member Larson, and it carried 5 to 0.

Aesthetic Review – 636 E. Romana Street

Dalrymple/ Sallas Architecture is requesting aesthetic review of a renovation and addition of second-story living quarters atop an existing one-story accessory structure. The application was routed through the various City departments and utility providers with comments included for the Board.

(The Board shifted this item to allow the arrival of the applicant.)

Mr. Sallis arrived and addressed the Board advising they had submitted their project to the Aragon Architectural Review Board and had received comments which were centered around date design, trim, and color which they were happy to address. It was determined they were building on top of the existing structure.

Board Member Grundhoefer made a motion to approve, seconded by Board Member Larson, and it carried 5 to 0.

Conditional Use Permit Application – 209 N. A Street, Mt. Lily Baptist Church

John David Ellis is requesting a Conditional Use Permit to allow for the adaptive reuse of the existing structure at 209 N. A Street, also known as the former Mt. Lily Baptist Church. The project will convert the existing structure into six (6) dwelling units of affordable rental housing. The subject property is located in the R-1A, medium-density zoning district. Per Sec.12-3-107, the Conditional Use Permits summary was provided to the Board.

Staff advised this location was designated R-1A and provided the purpose of the district along with the Conditional Use requirements. Under Applicability, the adaptive reuse of a church was expressly permitted as a Conditional Use in the R-1A zoning district. Section (d) states the Conditional Use may be approved by the City Council only upon determination that the application and evidence presented clearly indicate that all of the 6 standards have been met.

Mr. Ellis presented to the Board and stated they hoped to preserve this church and adapt it for apartments - six units for affordable housing. He indicated it was an approximately 4000 sq. ft. building which they felt could lend itself to this type of layout. They were adding parking and a bike rack to the front. Chairperson Ritz pointed out the parking for a 6-unit rental had been met. Mr. Ellis stated when it was a functioning church, there were more people using on-street parking, and he agreed that was a concern; they were doing the best they could to work within the Code to achieve the best solution. Board Member

Grundhoefer felt it was a good use for the building but was concerned with the parking since pulling out onto A Street was dangerous. Board Member Villegas pointed out that the City was making moves to slow traffic on A Street with the road diet. Chairperson Ritz indicated there was a desire to have more affordable housing, and this appearance was trying to maintain some semblance of a neighborhood fabric while allowing for affordable housing. Mr. Ellis indicated they desired to work in conjunction with the A Street design. Historic Preservation Planner Harding explained the applicant's parking equation was provided on the site plan to meet the requirements of the LDC. **Board Member Villegas advised this was one of the most responsible infill projects the Board had seen and made a motion to approve, seconded by Board Member Larson.**

Mr. Nay presented a petition by all the neighboring properties against the project concerning the parking issue. He explained they already had issues with vehicles blocking the driveways. There was on-street parking which ended north of the church, but the way it was painted, it looked like driveways were also parking spaces. They felt the parking infrastructure did not support the number of units. He suggested the applicants were taking a public right-of-way to turn it into a parking lot and diverting a public sidewalk. He pointed out there was no room for a dumpster which would result in 6 recycle/garbage cans. He explained when the church was open, the majority of the people lived there and walked to the church on Saturdays.

Ms. Scott, Vice President of Pensacola Habitat for Humanity, supported the project as a neighbor. She felt the applicant had done an excellent job in being very innovative and wanted to see more private investors and developers build similar projects in this area.

Mr. Doyle asked about the legal definition of affordable housing and was told to contact Marcie Whitaker in Housing. If the units were affordable housing, he then asked if the City had any method to guarantee the rent would not go beyond a certain amount; this was also determined to be a Housing Department question. He stated realistically, even with the bicycle rack, the assumption would be there would always be six cars at that location. Mr. Sallis spoke in favor the project and cautioned anyone who did not support the project to be more aware of what the City would require to develop this property; one could not say they support the church being reused but be against the parking requirements. If the church were to be used or if there was a business there, it would require far more parking requirements. So, this in a sense was the best use of this building for this neighborhood supplying a housing need for the city.

The staff then read the six standards of approval. Chairperson Ritz asked if any of the six standards had not been met by this project. Board Member Van Hoose questioned the water and sewer usage since ECUA had no comment, and staff advised their standard note for a multi-family development was to put the developer in touch with them for water and sewer, and they would meet the ECUA standards in the final design. Board Member Villegas asked about the requirements for sanitation, and it was determined the City would provide the black and brown garbage cans for the residences, and there was adequate space behind the facility for storage. It was also determined the Conditional Use stayed with the property as long as the use was consistent, but any changes would come before the Board or be denied administratively. Staff advised the Board could recommend some conditions for the Conditional Use regarding parking which Council should consider.

Mr. Ellis advised they had met with the neighbors, and their concerns were with parking and sanitation, and they would like to have a better solution than six trash receptacles and six recycling cans, but because of the site constraints, that might be their only option.

Chairperson Ritz advised being in the landlord business, each tenant in the building does not get his own trash receptacle. Regarding the sidewalk, Board Member Grundhoefer suggested they could pull in with the driveway and have two on one side and two on the other; that way you would not have 4 1/2 parking spaces since someone walking down the sidewalk would probably walk straight across in front of the cars; maybe they could minimize this. Mr. Ellis agreed with pulling it in toward the building allowing a walking path across the frontage.

The motion then carried 5 to 0. It was determined this item would proceed to Council for one reading where they could accept, reject, or modify any suggestions by this Board. **(The Board returned to 636 E. Romana Street.)**

Proposed Ordinance: Land Development Code Section 12-11-2 Appeals, Modifications, and Variances (F) Modifications of CRA Urban Design Overlay Standards

The Urban Design Overlay was adopted by the City Council in 2019 to provide development standards for the CRA neighborhoods not covered by a special design review board. The intent of these design standards was to preserve and maintain the traditional walkable, urban pattern and character of Pensacola's community redevelopment area neighborhoods.

Upon the December 2021 recommendation by the Planning Board, on February 10th, City Council adopted the proposed ordinance changes to the CRA Urban Design Overlay district. The amendment established the modification process through an administrative review. Staff is returning to the Planning Board with an ordinance creating the administrative process and detailing the duties and requirements of the two architect advisors for the review process.

Urban Design Specialist Parker advised they were returning with an ordinance addressing the administrative process which included the duties of the review staff, including himself or a Mayor's designee, an architect advisor, an alternate advisor if there was a conflict of interest, and the redevelopment chair of the area the project was within. He explained they had vetted this through Legal and Planning staff.

Chairperson Ritz did not have any edits for the amendment and felt it was well written as it stands. CRA Staff advised the architect advisors would have to be approved by the Mayor and Council, and after the public hearing, an advertisement would be made by the City Clerk's office; it would go through the same process as appointing board members. DPZ would not be involved with this process since it would be performed administratively by staff. Assistant City Attorney Lindsay explained the two architect advisors would be licensed by the State of Florida and licensed to conduct business within the City of Pensacola but did not have to reside in the city limits. Board Member Villegas felt there was a disconnect when one did not live in the space where these projects were happening. Chairperson Ritz pointed out it was a requirement with this Board to live in the city. Staff indicated the Board could revise the language if they saw fit. Chairperson Ritz stated the person appointed would likely live or have a business within the city limits.

Assistant CRA Manager D'Angelo pointed out the architects living in the city limits might not own the business. Chairperson Ritz gave the license requirements for an architect in Pensacola, and if the Board was looking for a residential requirement, it could be suggested. Board Member Villegas pointed out since it was specifically for the CRA, it already had its own nuances, and there should be specific things which address who

serves on that board; when you live downtown, you are invested in it. Board Member Grundhoefer agreed. Chairperson Ritz suggested **“To qualify for appointment, an applicant shall be licensed as an architect by the State of Florida, licensed to conduct business within the City of Pensacola, and must be a resident of the City of Pensacola.”** CRA Staff advised there could be such things as setbacks which would go through this process rather than a variance process; if there was a discrepancy, it would proceed to the Board of Adjustments. The architects would be addressing the CRA Overlay aspects and not the underlying LDC. Board Member Van Hoose asked if having the architect reside in the city would be too limiting for filling these positions. CRA Staff advised it would be a major concern since they wanted to make sure they could fill these positions because otherwise, there would be a modification process that could not function. They do not know how many interested parties they would get and of those interested parties, would any of them be residents. Chairperson Ritz felt there were enough architects living in the city who would want to serve in this capacity.

Board Member Villegas made a motion to approve as amended, seconded by Board Member Larson, and it carried 5 to 0.

Open Forum – None.

Discussion Section 12-6-6 Protected Trees

At the last Planning Board meeting, Board Member Grundhoefer inquired about changing the word from “required” to “allowed” regarding the reduction of parking spaces.

Assistant Planning and Zoning Manager Cannon advised the document language had been forwarded through Legal and the Building Official who felt the change would weaken the intent of the Code of having the most protection for heritage trees; we do not want to go back the opposite direction and neither did Council; the heritage tree was more important than the parking space.

Assistant City Attorney Lindsay advised the Building Official stated first they weigh whether the site development can be changed or moved around to save a tree, if not, they look at the reduction of parking. It typically was not more than a few spaces when they have to reduce parking.

Board Member Grundhoefer explained the point was the language specified you were required to reduce it, and if he wanted to save a tree, he did not want to be required to reduce parking; he wanted to be “allowed” to reduce the parking. He was agreeable and felt they would not require someone to reduce parking to save a tree, but that was what the language stated.

Assistant City Attorney Lindsay explained the burden under the Code was to save heritage trees under certain conditions, and if the heritage tree could be saved by modifying a site plan, it would not even impact parking. She felt it was staff’s position that there would be opportunities to avoid a requirement to reduce parking and also save the tree in other situations. The way it was applied in practice was not the strict literal interpretation that Board Member Grundhoefer was concerned about. Certain requirements exist for preserving heritage trees, however, there are exceptions and how those get analyzed requires multiple pieces of the Code together. Section 12-6-6 is where that analysis occurs, but there may be other parts of the Code to consider.

Adjournment – With no further business, the Board adjourned at 3:35 p.m.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning & Zoning Manager
Secretary to the Board

DRAFT



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00217

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

REQUEST FOR VOLUNTARY ANNEXATION - BAPTIST HOSPITAL-OWNED PROPERTIES.

RECOMMENDATION:

That City Council approve the request for the voluntary annexation of two (2) parcels owned by Baptist Hospital.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Baptist Hospital has acquired additional parcels adjacent to the recently annexed area that is the site of their new campus in the City of Pensacola. Representatives from Baptist Hospital have requested that the City approve a voluntary annexation to incorporate these parcels into the City limits as well. The subject parcels are located on Amber Street, near Sycamore Drive which is still in an unincorporated portion of Escambia County.

The proposed annexation area is contiguous to the City limits and City Departments have confirmed that there are no concerns with providing services to the area.

Approval of the annexation request will necessitate a subsequent amendment to the City's Zoning and Future Land Use Maps to include the subject properties.

Florida Statute 171.044 provides that:

Voluntary annexation

- (1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.
- (2) Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and

redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for 4 consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the Office of the City Clerk.

PRIOR ACTION:

City Council approved the annexation of the Baptist Hospital Campus Site in January of 2020.

FUNDING:

None

FINANCIAL IMPACT:

The City would receive stormwater and franchise fees and where applicable, ad valorem and public service tax revenues from the subject parcels as well as from any future improvements.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/24/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Sherry Morris, AICP, Development Services Department Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 10-22
- 2) Exhibit A: Maps of Annexation Area

PRESENTATION: No

PROPOSED
ORDINANCE NO. 10-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city council has found that the property described below is contiguous to the city and reasonably compact in nature and meets the requirements of F.S. sections 171.043 and 171.044; and

WHEREAS, the city council has determined that the area described below does not have any registered voters and that the owners of more than 50 percent of the parcels of land in such area consent to such area being annexed into the city as provided by F.S. section 171.0413(6); and

WHEREAS, the city council has caused to be prepared a report setting forth the plans to provide urban services to the area described below, which report is in conformance with the requirements of F.S. section 171.042, and said report has been distributed in accordance with said act;

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

SECTION 1. That the city hereby finds and declares that all requirements of law provided by F.S. chapter 171 have been met, for the purpose of integrating and annexing said area into the City of Pensacola, the hereafter described area, and that the City of Pensacola does hereby accept into the city the following described properties which are being integrated and annexed by the city and make a part and portion of the city, lying within and hereby incorporated into the City of Pensacola, to-wit:

BEGINNING AT THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED OF WM. FISHER TO I.N. HERRINGTON, DATED APRIL 2ND, 1910, AND RECORDED IN DEED BOOK 58 AT PAGE 404 OF THE PUBLIC RECORD OF ESCAMBIA COUNTY, FLORIDA; THENCE RUNNING NORTH ALONG THE RIGHT OF WAY LINE OF THE LOUISVILLE AND NASHVILLE RAILROAD COMPANY ONE HUNDRED AND FIVE (105) FEET; THENCE RUNNING EAST AT RIGHT ANGLE FOUR HUNDRED AND TWENTY (420) FEET; THENCE RUNNING SOUTH AT RIGHT ANGLE

ONE HUNDRED AND FIVE (105) FEET; THENCE RUNNING WEST AT RIGHT ANGLE FOUR HUNDRED AND TWENTY (420) FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT PROPERTY SOLD TO THE BOARD OF COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA IN BOOK 96, PAGE 109 OF THE PUBLIC RECORDS OF SAID ESCAMBIA COUNTY, FLORIDA.

AND;

BEGINNING AT THE SOUTHEAST CORNER OF THE ACRE OF LAND DEEDED TO GEORGE M. BARROW, BY EVA MCMAHON, SEPTEMBER 19, 1918, AND RUNNING NORTH ONE HUNDRED FIVE (105) FEET, THENCE EAST FOUR HUNDRED TWENTY (420) FEET, THENCE SOUTH ONE HUNDRED FIVE (105) FEET, THENCE WEST FOUR HUNDRED TWENTY (420) FEET TO POINT OF BEGINNING, IN SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, IN THE JAYME FONTANEL GRANT, BEING A PART OF THE TRACT OF LAND CONVEYED TO I.N. HERRINGTON BY WM. FISHER AND RUBY FISHER, APRIL 2ND, 1910.

LESS AND EXCEPT PROPERTY SOLD TO THE BOARD OF COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA IN BOOK 96, PAGE 109 OF THE PUBLIC RECORDS OF SAID ESCAMBIA COUNTY, FLORIDA.

A set of maps depicting the area to be annexed is attached hereto as Exhibit A.

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.

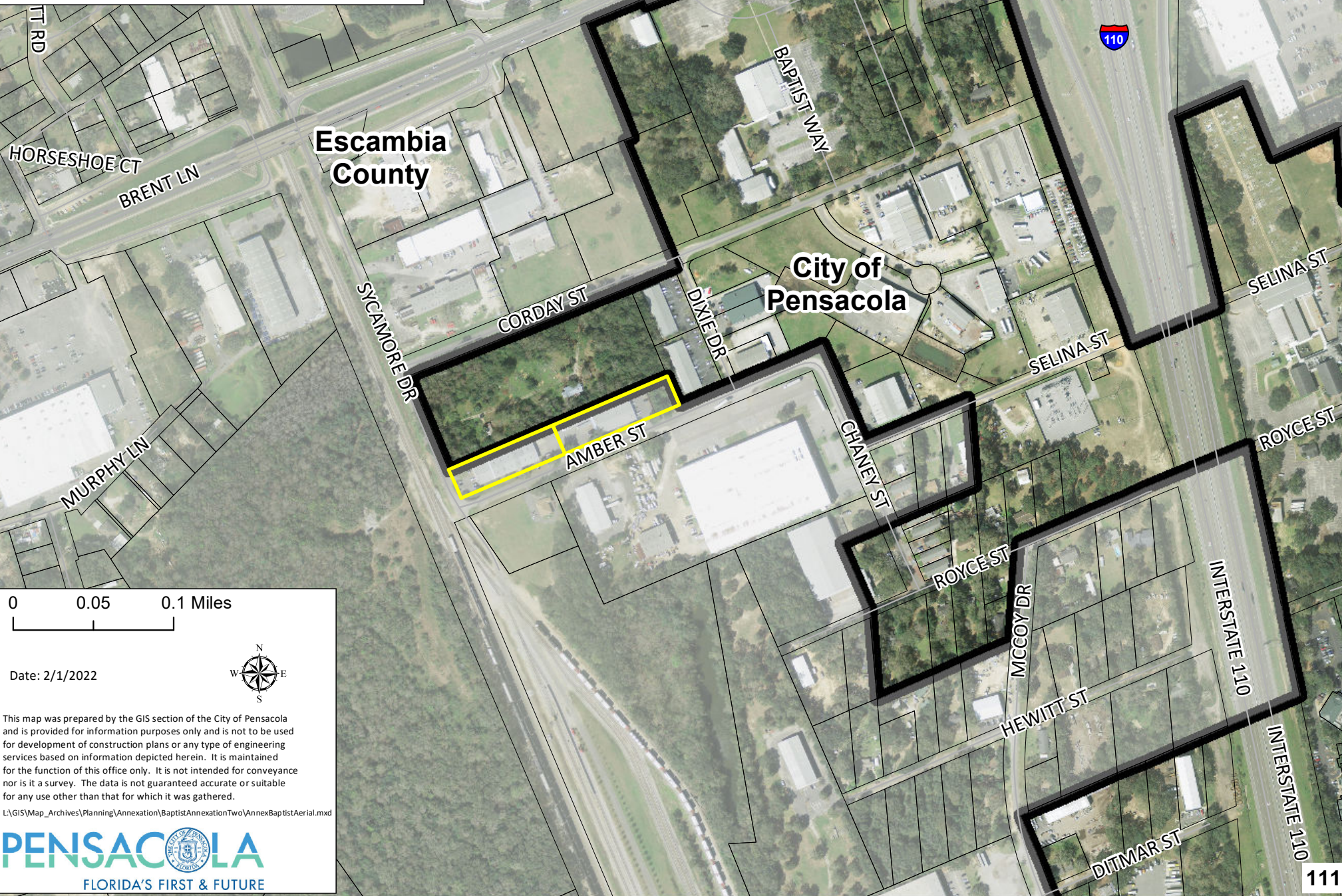
Adopted: _____


Approved: _____
President of City Council

Attest:






City Clerk

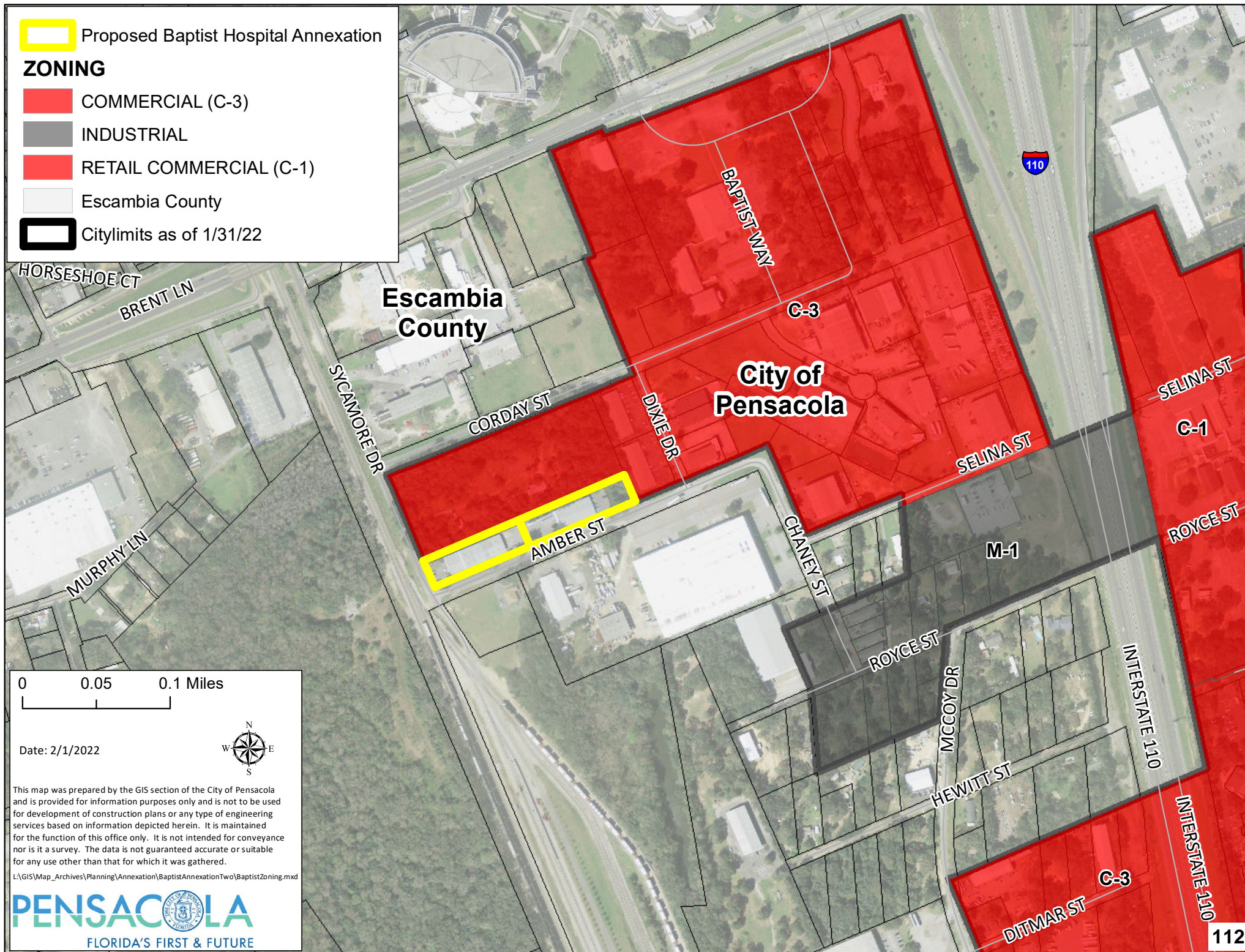
-  Proposed Baptist Hospital Annexation
-  Escambia County
-  Citylimits as of 1/31/22








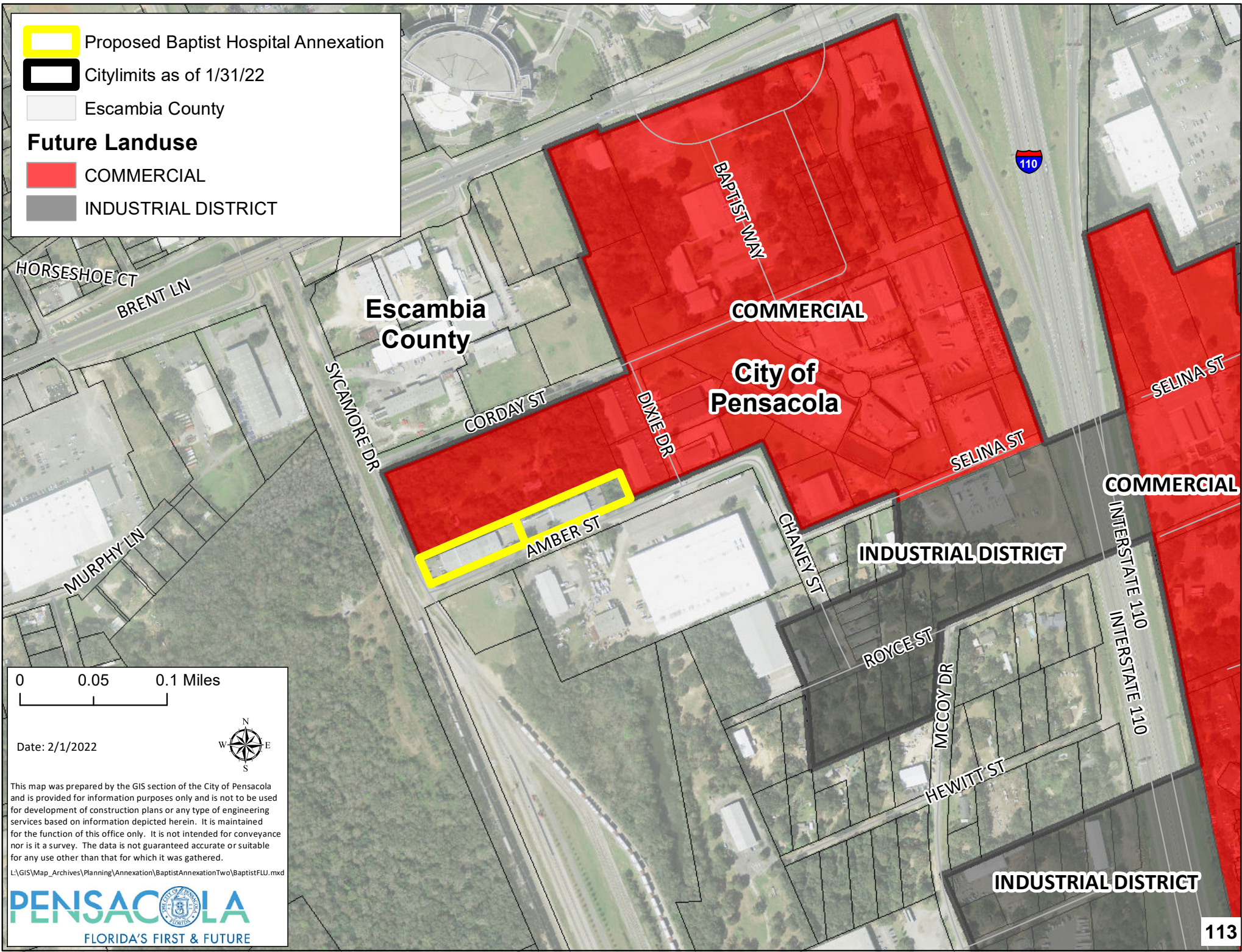
 Proposed Baptist Hospital Annexation

ZONING

-  COMMERCIAL (C-3)
-  INDUSTRIAL
-  RETAIL COMMERCIAL (C-1)
-  Escambia County
-  Citylimits as of 1/31/22




-  Proposed Baptist Hospital Annexation
-  Citylimits as of 1/31/22
-  Escambia County
- Future Landuse**
 -  COMMERCIAL
 -  INDUSTRIAL DISTRICT




0
0.05
0.1 Miles

Date: 2/1/2022



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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 10-22

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 10-22 - REQUEST FOR VOLUNTARY ANNEXATION - BAPTIST HOSPITAL OWNED PROPERTIES

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 10-22 on first reading.

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Baptist Hospital has acquired additional parcels adjacent to the recently annexed area that is the site of their new campus in the City of Pensacola. Representatives from Baptist Hospital have requested that the City approve a voluntary annexation to incorporate these parcels into the City limits as well. The subject parcels are located on Amber Street, near Sycamore Drive which is still in an unincorporated portion of Escambia County.

The proposed annexation area is contiguous to the City limits and City Departments have confirmed that there are no concerns with providing services to the area.

Approval of the annexation request will necessitate a subsequent amendment to the City's Zoning and Future Land Use Maps to include the subject properties.

F.S. 171.0413 provides that:

Annexation procedures.-Any municipality may annex contiguous, compact, unincorporated territory in the following manner:

(1) An ordinance proposing to annex an area of contiguous, compact, unincorporated territory

shall be adopted by the governing body of the annexing municipality pursuant to the procedure for the adoption of a nonemergency ordinance established by s. 166.041. Prior to the adoption of the ordinance of annexation, the local governing body shall hold at least two advertised public hearings. The first public hearing shall be on a weekday at least 7 days after the day that the first advertisement is published. The second public hearing shall be held on a weekday at least 5 days after the day that the second advertisement is published. Each such ordinance shall propose only one reasonably compact area to be annexed. However, prior to the ordinance of annexation becoming effective, a referendum on annexation shall be held as set out below, and, if approved by the referendum, the ordinance shall become effective 10 days after the referendum or as otherwise provided in the ordinance, but not more than 1 year following the date of the referendum.

(6) Notwithstanding subsections (1) and (2), if the area proposed to be annexed does not have any registered electors on the date the ordinance is finally adopted, a vote of electors of the area proposed to be annexed is not required. In addition to the requirements of subsection (5), the area may not be annexed unless the owners of more than 50 percent of the parcels of land in the area proposed to be annexed consent to the annexation. If the governing body does not choose to hold a referendum of the annexing municipality pursuant to subsection (2), then the property owner consents required pursuant to subsection (5) shall be obtained by the parties proposing the annexation prior to the final adoption of the ordinance, and the annexation ordinance shall be effective upon becoming a law or as otherwise provided in the ordinance.

Therefore, in accordance with paragraph (6) of F.S. 171.0413, a referendum is not required as there are no registered electors on the parcels in the proposed annexation area.

Moreover, the entire area to be annexed is owned by the requesting party or one of its wholly owned subsidiary entities. Because of these circumstances, the annexation procedure set forth in F.S. 171.044 also applies and supports annexation: "(1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality." The City Attorney's office, after the initial review on October 31, has continued to monitor to ensure the process set forth in the remaining paragraphs of F.S. 171.044 has been followed.

PRIOR ACTION:

City Council approved the annexation of the Baptist Hospital Campus Site in January of 2020.

FUNDING:

N/A

FINANCIAL IMPACT:

The City would receive stormwater and franchise fees and where applicable, ad valorem and public service tax revenues from the subject parcels as well as from any future improvements.

CITY ATTORNEY REVIEW: Yes

2/24/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Sherry Morris, AICP, Development Services Department Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 10-22
- 2) Exhibit A: Maps of Annexation Area

PRESENTATION: No

PROPOSED
ORDINANCE NO. 10-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city council has found that the property described below is contiguous to the city and reasonably compact in nature and meets the requirements of F.S. sections 171.043 and 171.044; and

WHEREAS, the city council has determined that the area described below does not have any registered voters and that the owners of more than 50 percent of the parcels of land in such area consent to such area being annexed into the city as provided by F.S. section 171.0413(6); and

WHEREAS, the city council has caused to be prepared a report setting forth the plans to provide urban services to the area described below, which report is in conformance with the requirements of F.S. section 171.042, and said report has been distributed in accordance with said act;

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

SECTION 1. That the city hereby finds and declares that all requirements of law provided by F.S. chapter 171 have been met, for the purpose of integrating and annexing said area into the City of Pensacola, the hereafter described area, and that the City of Pensacola does hereby accept into the city the following described properties which are being integrated and annexed by the city and make a part and portion of the city, lying within and hereby incorporated into the City of Pensacola, to-wit:

BEGINNING AT THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN DEED OF WM. FISHER TO I.N. HERRINGTON, DATED APRIL 2ND, 1910, AND RECORDED IN DEED BOOK 58 AT PAGE 404 OF THE PUBLIC RECORD OF ESCAMBIA COUNTY, FLORIDA; THENCE RUNNING NORTH ALONG THE RIGHT OF WAY LINE OF THE LOUISVILLE AND NASHVILLE RAILROAD COMPANY ONE HUNDRED AND FIVE (105) FEET; THENCE RUNNING EAST AT RIGHT ANGLE FOUR HUNDRED AND TWENTY (420) FEET; THENCE RUNNING SOUTH AT RIGHT ANGLE

ONE HUNDRED AND FIVE (105) FEET; THENCE RUNNING WEST AT RIGHT ANGLE FOUR HUNDRED AND TWENTY (420) FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT PROPERTY SOLD TO THE BOARD OF COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA IN BOOK 96, PAGE 109 OF THE PUBLIC RECORDS OF SAID ESCAMBIA COUNTY, FLORIDA.

AND;

BEGINNING AT THE SOUTHEAST CORNER OF THE ACRE OF LAND DEEDED TO GEORGE M. BARROW, BY EVA MCMAHON, SEPTEMBER 19, 1918, AND RUNNING NORTH ONE HUNDRED FIVE (105) FEET, THENCE EAST FOUR HUNDRED TWENTY (420) FEET, THENCE SOUTH ONE HUNDRED FIVE (105) FEET, THENCE WEST FOUR HUNDRED TWENTY (420) FEET TO POINT OF BEGINNING, IN SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, IN THE JAYME FONTANEL GRANT, BEING A PART OF THE TRACT OF LAND CONVEYED TO I.N. HERRINGTON BY WM. FISHER AND RUBY FISHER, APRIL 2ND, 1910.

LESS AND EXCEPT PROPERTY SOLD TO THE BOARD OF COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA IN BOOK 96, PAGE 109 OF THE PUBLIC RECORDS OF SAID ESCAMBIA COUNTY, FLORIDA.

A set of maps depicting the area to be annexed is attached hereto as Exhibit A.

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.

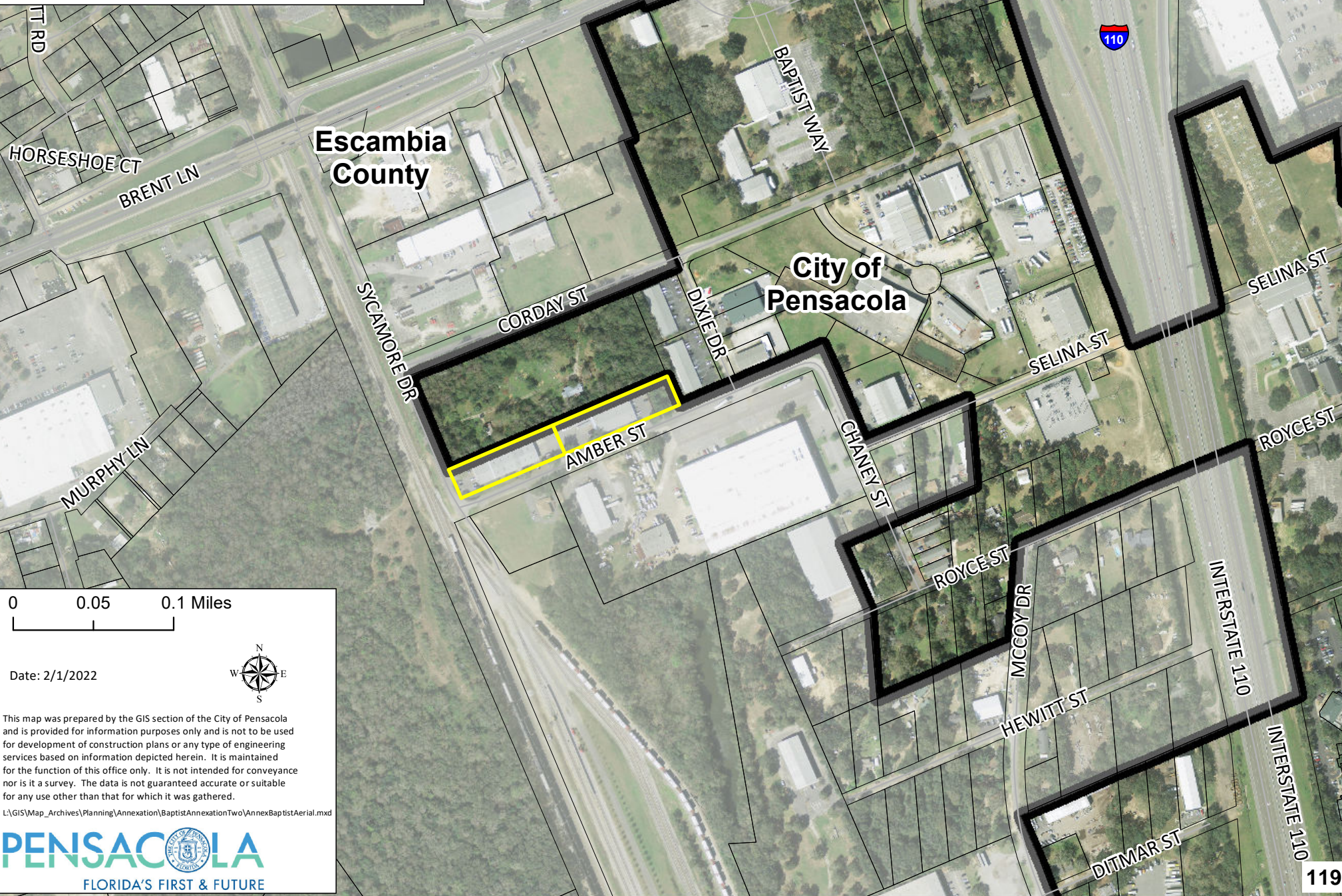
Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

-  Proposed Baptist Hospital Annexation
-  Escambia County
-  Citylimits as of 1/31/22



0 0.05 0.1 Miles

Date: 2/1/2022






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.

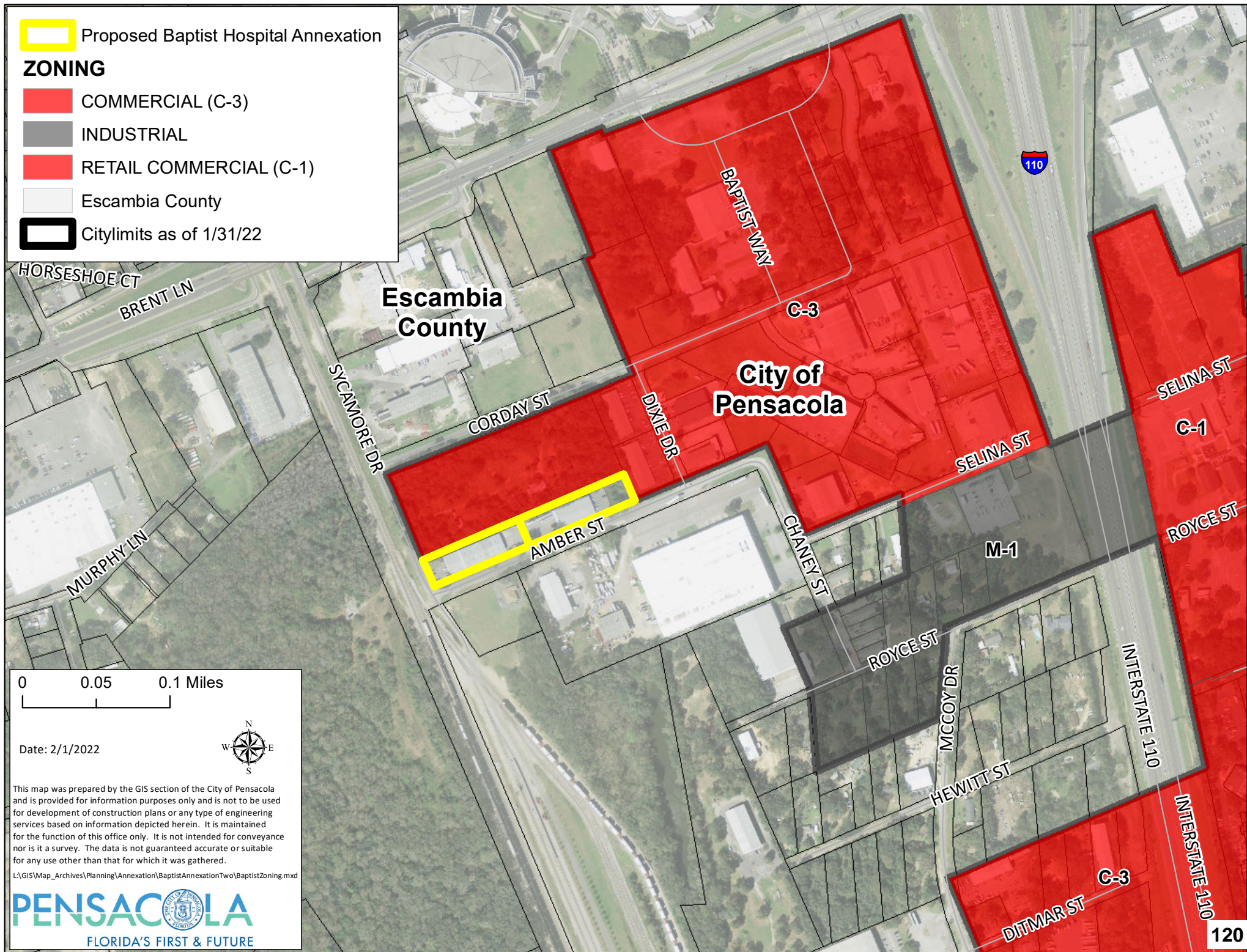
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


PENSACOLA
FLORIDA'S FIRST & FUTURE

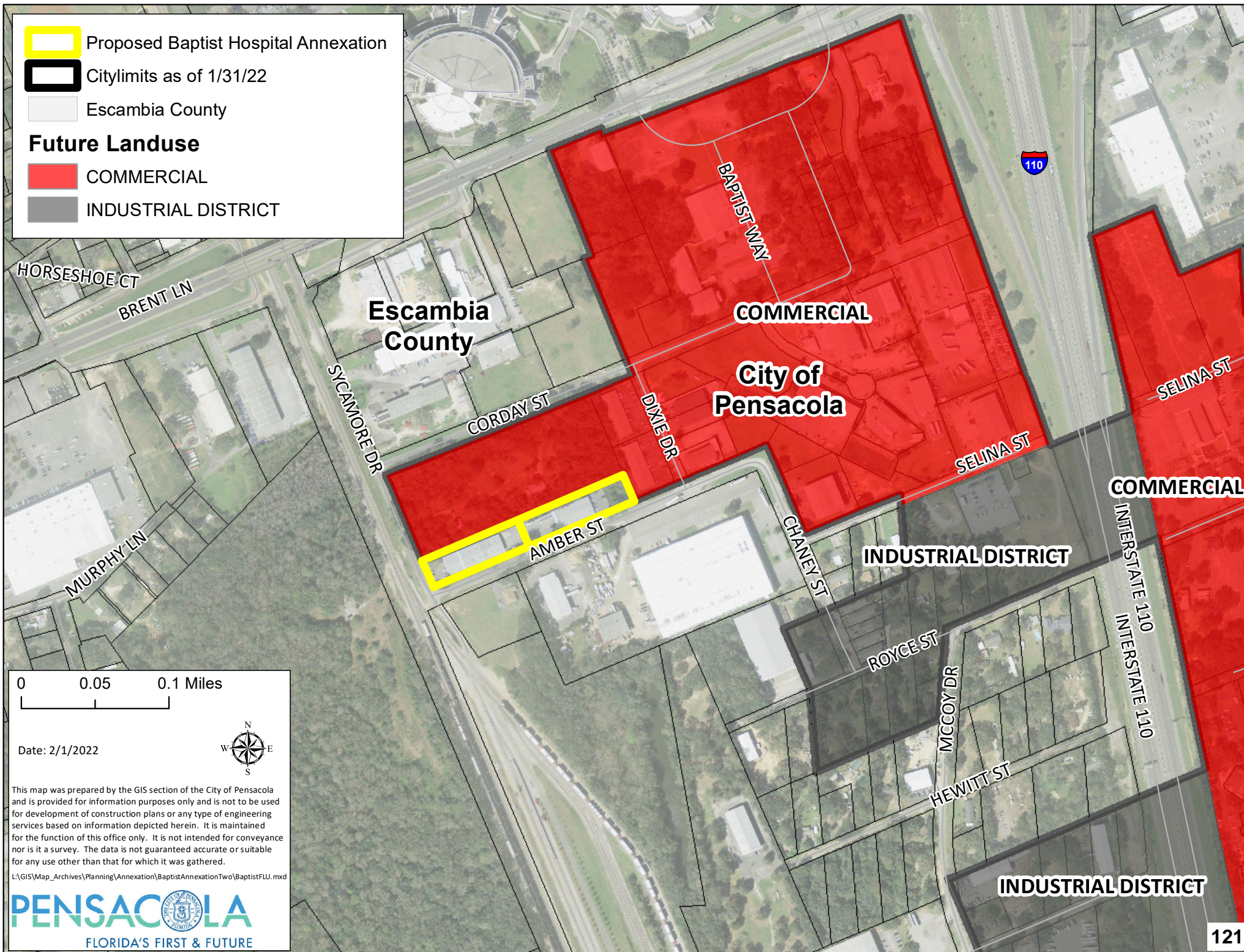
 Proposed Baptist Hospital Annexation

ZONING

-  COMMERCIAL (C-3)
-  INDUSTRIAL
-  RETAIL COMMERCIAL (C-1)
-  Escambia County
-  Citylimits as of 1/31/22



-  Proposed Baptist Hospital Annexation
-  Citylimits as of 1/31/22
-  Escambia County
- Future Landuse**
 -  COMMERCIAL
 -  INDUSTRIAL DISTRICT





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00219

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

REQUEST FOR VOLUNTARY ANNEXATION - 315 EAST SELINA STREET AND 4908 CHANEY STREET.

RECOMMENDATION:

That City Council approve the request for the voluntary annexation of two (2) parcels located at 315 East Selina Street and 4908 Chaney Street.

HEARING REQUIRED:

SUMMARY:

Mark Eaton, has requested that the City approve a voluntary annexation to incorporate the parcels located at 315 East Selina Street and 4908 Chaney Street into the City limits. The parcels are currently located within an unincorporated portion of Escambia County.

The proposed annexation area is contiguous to the City limits and City Departments have confirmed that there are no concerns with providing services to the area.

Approval of the annexation request will necessitate a subsequent amendment to the City's Zoning and Future Land Use Maps to include the subject properties.

Florida Statute 171.044 provides that:

Voluntary annexation

- (1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.
- (2) Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2

consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for 4 consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the Office of the City Clerk.

PRIOR ACTION:

None.

FUNDING:

None.

FINANCIAL IMPACT:

The City would receive stormwater and franchise fees and where applicable, ad valorem and public service tax revenues from the subject parcels as well as from any future improvements.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/24/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Sherry Morris, AICP, Development Services Department Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 11-22
- 2) Exhibit A: Maps of Annexation Area

PRESENTATION: No

PROPOSED
ORDINANCE NO. 11-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city council has found that the property described below is contiguous to the city and reasonably compact in nature and meets the requirements of F.S. sections 171.043 and 171.044; and

WHEREAS, the city council has determined that the area described below does not have any registered voters and that the owners of more than 50 percent of the parcels of land in such area consent to such area being annexed into the city as provided by F.S. section 171.0413(6); and

WHEREAS, the city council has caused to be prepared a report setting forth the plans to provide urban services to the area described below, which report is in conformance with the requirements of F.S. section 171.042, and said report has been distributed in accordance with said act;

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

SECTION 1. That the city hereby finds and declares that all requirements of law provided by F.S. chapter 171 have been met, for the purpose of integrating and annexing said area into the City of Pensacola, the hereafter described area, and that the City of Pensacola does hereby accept into the city the following described properties which are being integrated and annexed by the city and make a part and portion of the city, lying within and hereby incorporated into the City of Pensacola, to-wit:

COMMENCE AT INTERSECTION OF SOUTH LINE OF SEC 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND THE WEST LINE OF FERRY PASS HIGHWAY, THENCE NORTHERLY ALONG THE WEST LINE OF FERRY PASS HIGHWAY, A DISTANCE OF 2334, 30 FEET TO THE SOUTH LINE OF A 40 FOOT ROAD, THENCE RUN WESTERLY ALONG THE SOUTH LINE OF A 40 FOOT ROAD A DISTANCE OF 1750.00 FEET; THENCE DEPARTING SAID 40 FOOT ROAD GO SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 120.33

FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 119.05 FEET; THENCE GO SOUTH 77 DEGREES 40 MINUTES 06 SECONDS WEST A DISTANCE OF 90.85 FEET; THENCE GO NORTH 12 DEGREES 06 MINUTES 15 SECONDS WEST A DISTANCE OF 113.00 FEET; THENCE GO NORTH 77 DEGREES 40 MINUTES 06 SECONDS EAST A DISTANCE OF 127.86 FEET TO THE POINT OF BEGINNING; THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

AND;

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND THE WEST LINE OF FERRY PASS HIGHWAY, THENCE RUN NORTHERLY ALONG THE WEST LINE OF FERRY PASS HIGHWAY, A DISTANCE OF 2334.30 FEET TO THE SOUTH LINE OF A 40 FOOT ROAD, THENCE RUN WESTERLY ALONG THE SOUTH LINE OF A 40 FOOT ROAD A DISTANCE OF 1750.00 FEET; THENCE DEPARTING SAID 40 FOOT ROAD GO SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 120.33 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 119.05 FEET; THENCE GO SOUTH 77 DEGREES 40 MINUTES 06 SECONDS WEST A DISTANCE OF 9.85 FEET; THENCE GO NORTH 12 DEGREES 06 MINUTES 15 SECONDS WEST A DISTANCE OF 113.00 FEET; THENCE GO NORTH 77 DEGREES 40 MINUTES 06 SECONDS EAST A DISTANCE OF 127.86 FEET TO THE POINT OF BEGINNING; THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

A set of maps depicting the area to be annexed is attached hereto as Exhibit A.

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



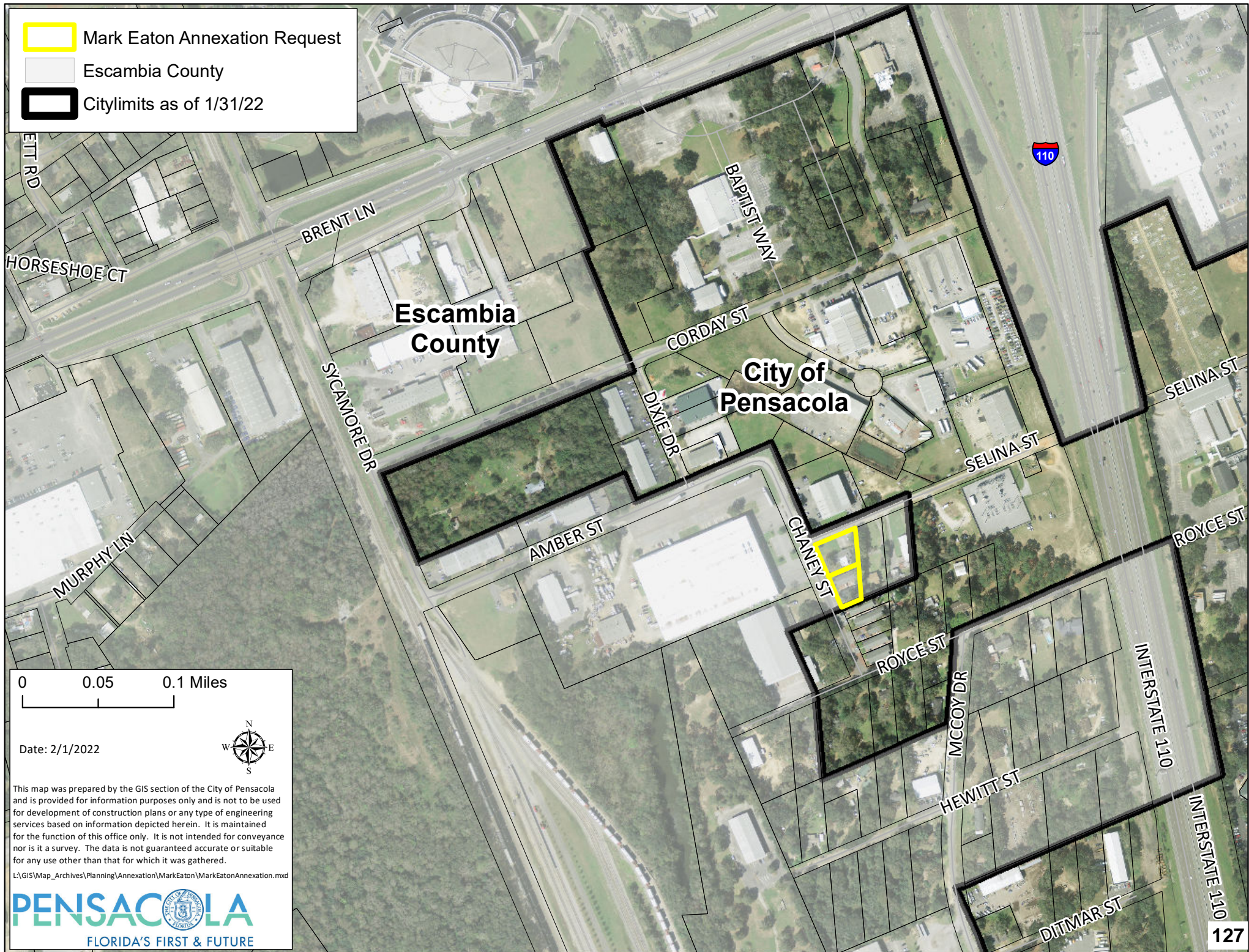
Mark Eaton Annexation Request



Escambia County



Citylimits as of 1/31/22



0 0.05 0.1 Miles

Date: 2/1/2022



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
 Mark Eaton Annexation Request


Zoning

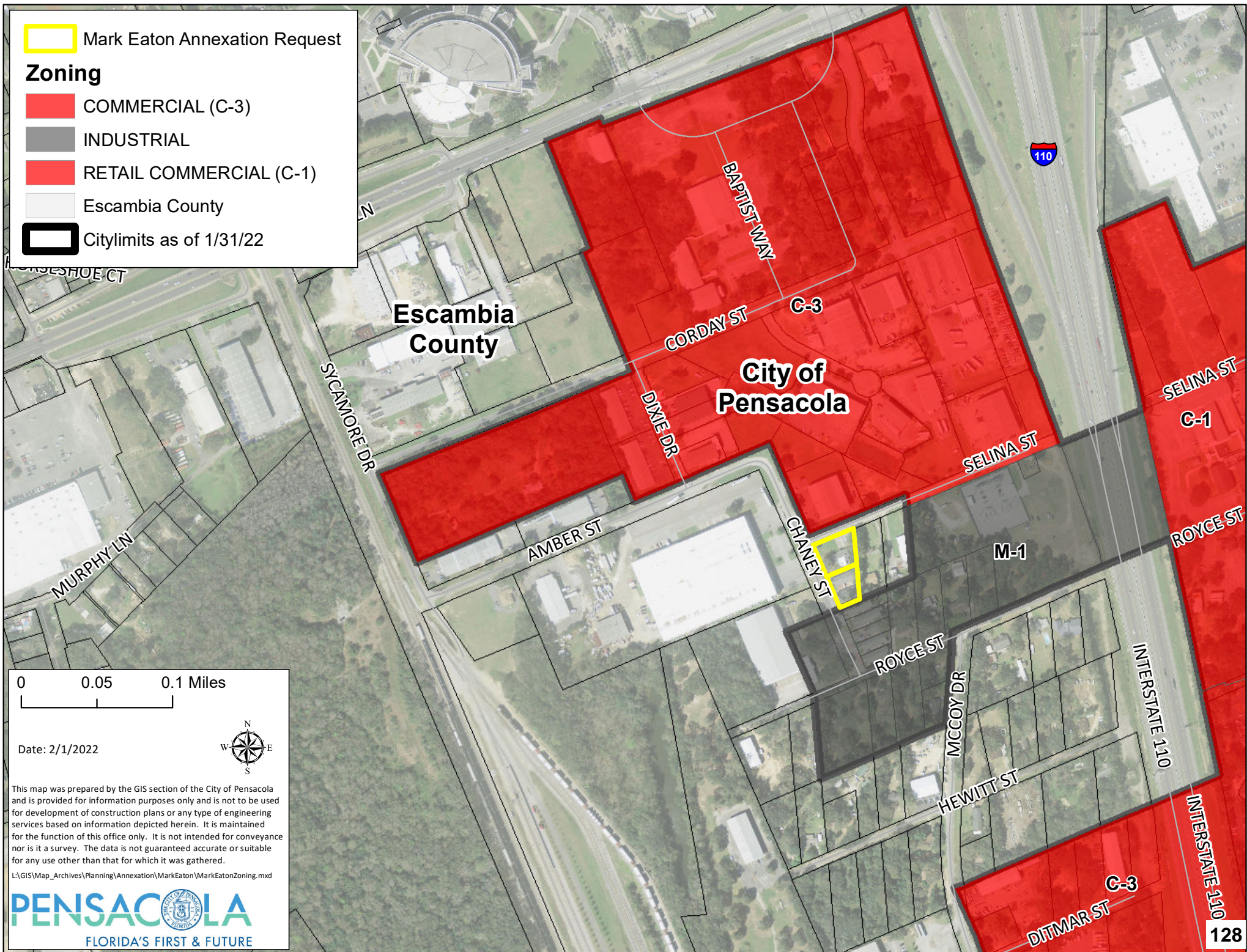
 COMMERCIAL (C-3)

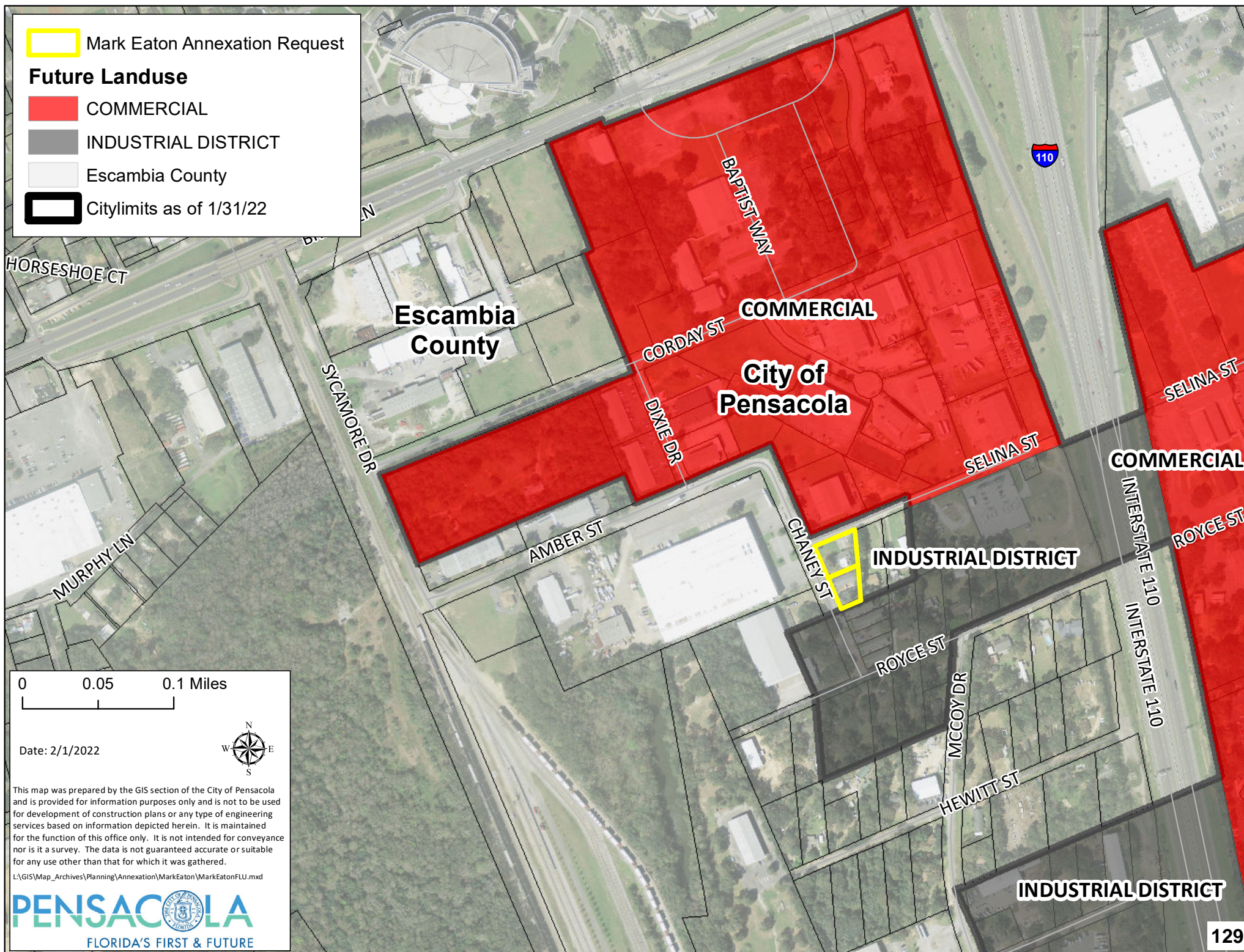
 INDUSTRIAL

 RETAIL COMMERCIAL (C-1)

 Escambia County

 Citylimits as of 1/31/22







City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 11-22

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 11-22 - REQUEST FOR VOLUNTARY ANNEXATION - 315 EAST SELINA STREET AND 4908 CHANEY STREET.

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 11-22 on first reading.

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Mark Eaton, has requested that the City approve a voluntary annexation to incorporate the parcels located at 315 East Selina Street and 4908 Chaney Street into the City limits. The parcels are currently located within an unincorporated portion of Escambia County.

The proposed annexation area is contiguous to the City limits and City Departments have confirmed that there are no concerns with providing services to the area.

Approval of the annexation request will necessitate a subsequent amendment to the City's Zoning and Future Land Use Maps to include the subject properties.

Florida Statute 171.044 provides that:

Voluntary annexation

- (1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.

- (2) Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for 4 consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the Office of the City Clerk.

PRIOR ACTION:

None.

FUNDING:

N/A

FINANCIAL IMPACT:

The City would receive stormwater and franchise fees and where applicable, ad valorem and public service tax revenues from the subject parcels as well as from any future improvements.

CITY ATTORNEY REVIEW: Yes

2/24/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Sherry Morris, AICP, Development Services Department Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 11-22
- 2) Exhibit A: Maps of Annexation Area

PRESENTATION: No

PROPOSED
ORDINANCE NO. 11-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city council has found that the property described below is contiguous to the city and reasonably compact in nature and meets the requirements of F.S. sections 171.043 and 171.044; and

WHEREAS, the city council has determined that the area described below does not have any registered voters and that the owners of more than 50 percent of the parcels of land in such area consent to such area being annexed into the city as provided by F.S. section 171.0413(6); and

WHEREAS, the city council has caused to be prepared a report setting forth the plans to provide urban services to the area described below, which report is in conformance with the requirements of F.S. section 171.042, and said report has been distributed in accordance with said act;

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

SECTION 1. That the city hereby finds and declares that all requirements of law provided by F.S. chapter 171 have been met, for the purpose of integrating and annexing said area into the City of Pensacola, the hereafter described area, and that the City of Pensacola does hereby accept into the city the following described properties which are being integrated and annexed by the city and make a part and portion of the city, lying within and hereby incorporated into the City of Pensacola, to-wit:

COMMENCE AT INTERSECTION OF SOUTH LINE OF SEC 48, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND THE WEST LINE OF FERRY PASS HIGHWAY, THENCE NORTHERLY ALONG THE WEST LINE OF FERRY PASS HIGHWAY, A DISTANCE OF 2334, 30 FEET TO THE SOUTH LINE OF A 40 FOOT ROAD, THENCE RUN WESTERLY ALONG THE SOUTH LINE OF A 40 FOOT ROAD A DISTANCE OF 1750.00 FEET; THENCE DEPARTING SAID 40 FOOT ROAD GO SOUTH 06 DEGREES 00 MINUTES 51 SECONDS WEST A DISTANCE OF 120.33

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AND;

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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



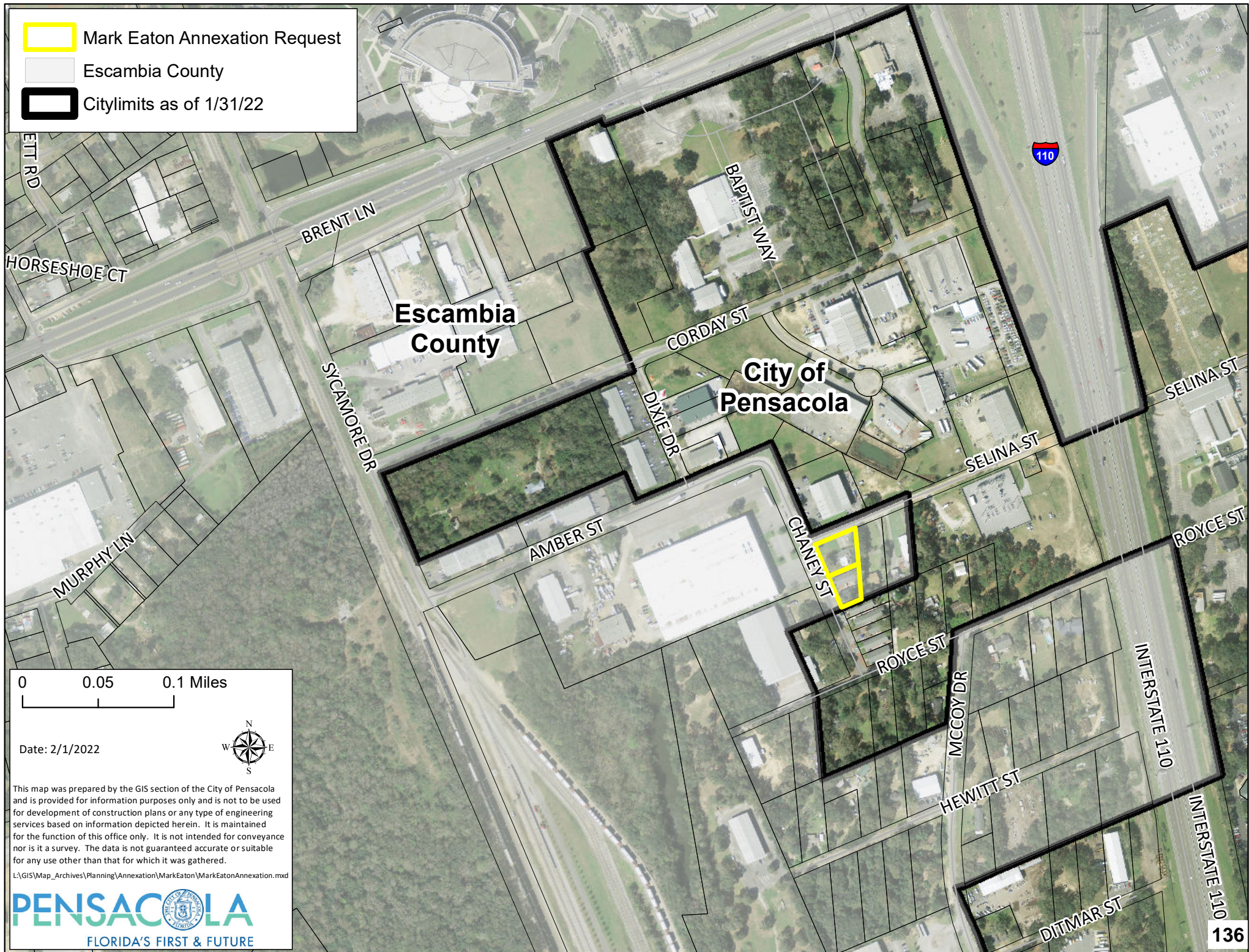
Mark Eaton Annexation Request



Escambia County



Citylimits as of 1/31/22



0 0.05 0.1 Miles

Date: 2/1/2022



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Mark Eaton Annexation Request

Zoning



COMMERCIAL (C-3)



INDUSTRIAL



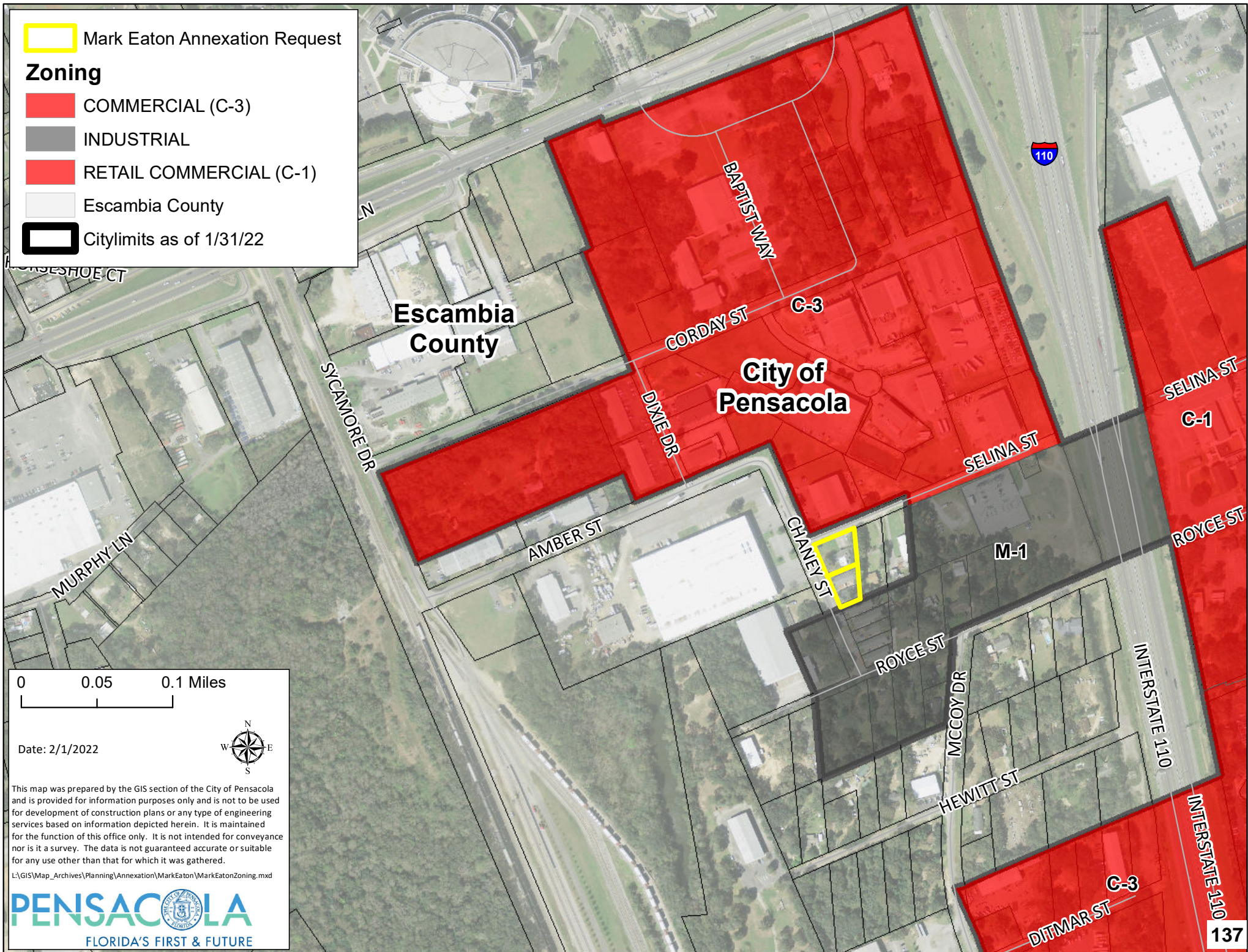
RETAIL COMMERCIAL (C-1)



Escambia County



Citylimits as of 1/31/22



0 0.05 0.1 Miles

Date: 2/1/2022



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City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00221

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

REQUEST FOR VOLUNTARY ANNEXATION - RICHARDS MEMORIAL UNITED CHURCH PROPERTY

RECOMMENDATION:

That City Council approve the request for the voluntary annexation of the portion of the Richards Memorial United Church lying outside the City limits.

HEARING REQUIRED: No Hearing Required.

SUMMARY:

Reverend Robin Noble, representing Richards Memorial United Methodist Church, has requested that the City approve the voluntary annexation of the portion of their property that is located outside the City limits, as the property is divided by the jurisdictional boundary between the City of Pensacola and unincorporated Escambia County.

The proposed annexation area is contiguous to the City limits and City Departments have confirmed that there are no concerns with providing services to the area.

Approval of the annexation request will necessitate a subsequent amendment to the City's Zoning and Future Land Use Maps to include the subject properties.

Florida Statute 171.044 provides that:

Voluntary annexation

- (1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.
- (2) Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall

be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for 4 consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the Office of the City Clerk.

PRIOR ACTION:

None.

FUNDING:

None.

FINANCIAL IMPACT:

The City would receive stormwater and franchise fees and where applicable, ad valorem and public service tax revenues from the subject parcels as well as from any future improvements.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes.

2/24/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Sherry Morris, AICP, Development Services Department Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 12-22
- 2) Exhibit A: Maps of Annexation Area

PRESENTATION: No

PROPOSED
ORDINANCE NO. 12-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city council has found that the property described below is contiguous to the city and reasonably compact in nature and meets the requirements of F.S. sections 171.043 and 171.044; and

WHEREAS, the city council has determined that the area described below does not have any registered voters and that the owners of more than 50 percent of the parcels of land in such area consent to such area being annexed into the city as provided by F.S. section 171.0413(6); and

WHEREAS, the city council has caused to be prepared a report setting forth the plans to provide urban services to the area described below, which report is in conformance with the requirements of F.S. section 171.042, and said report has been distributed in accordance with said act;

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

SECTION 1. That the city hereby finds and declares that all requirements of law provided by F.S. chapter 171 have been met, for the purpose of integrating and annexing said area into the City of Pensacola, the hereafter described area, and that the City of Pensacola does hereby accept into the city the following described properties which are being integrated and annexed by the city and make a part and portion of the city, lying within and hereby incorporated into the City of Pensacola, to-wit:

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING THE NORTH HALF OF BLOCK 204 OF THE WEST KING TRACT AND BEING LOCATED IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY FLORIDA.

A set of maps depicting the area to be annexed is attached hereto as Exhibit A.

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.

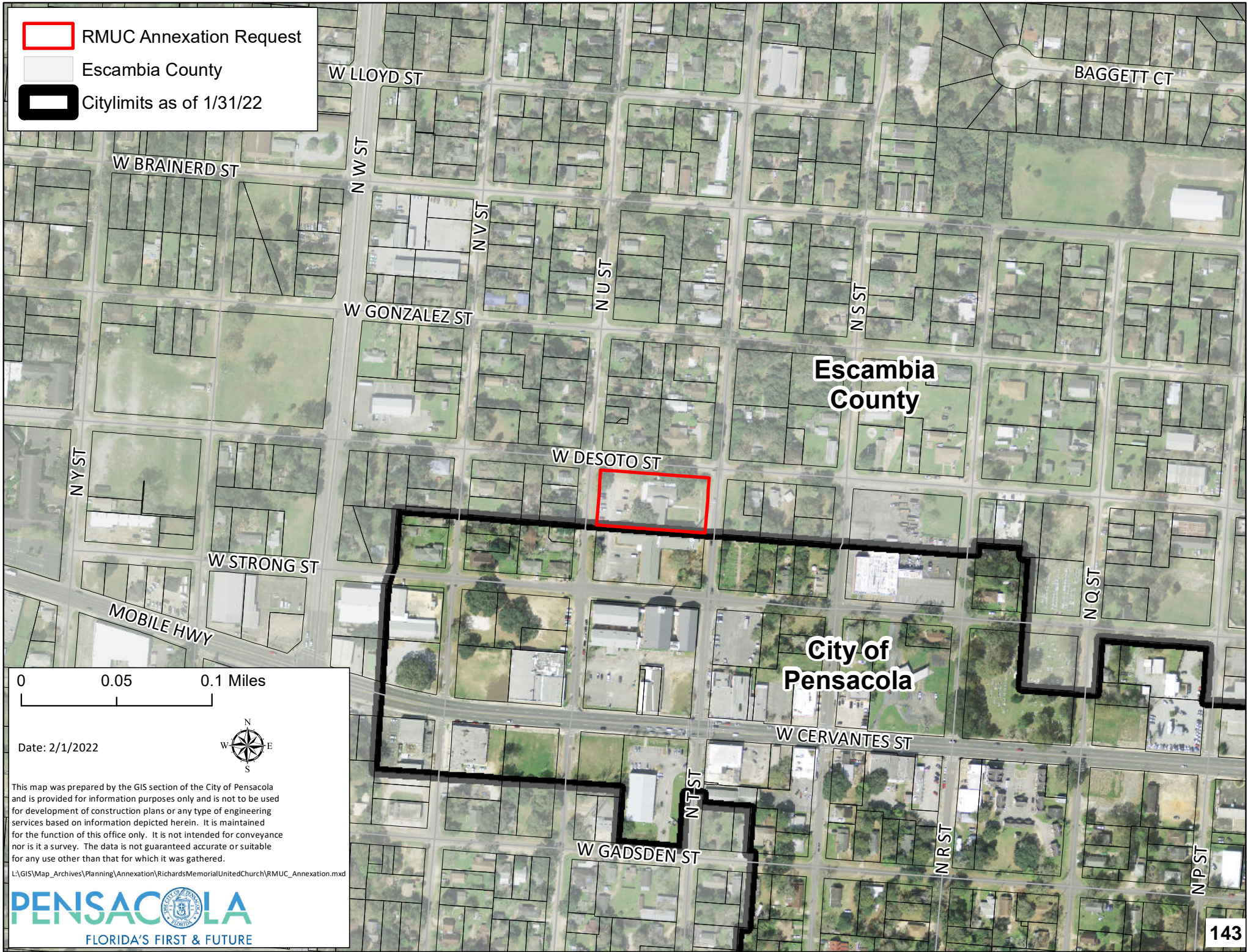
Adopted: _____

Approved: _____
President of City Council

Attest:








City Clerk

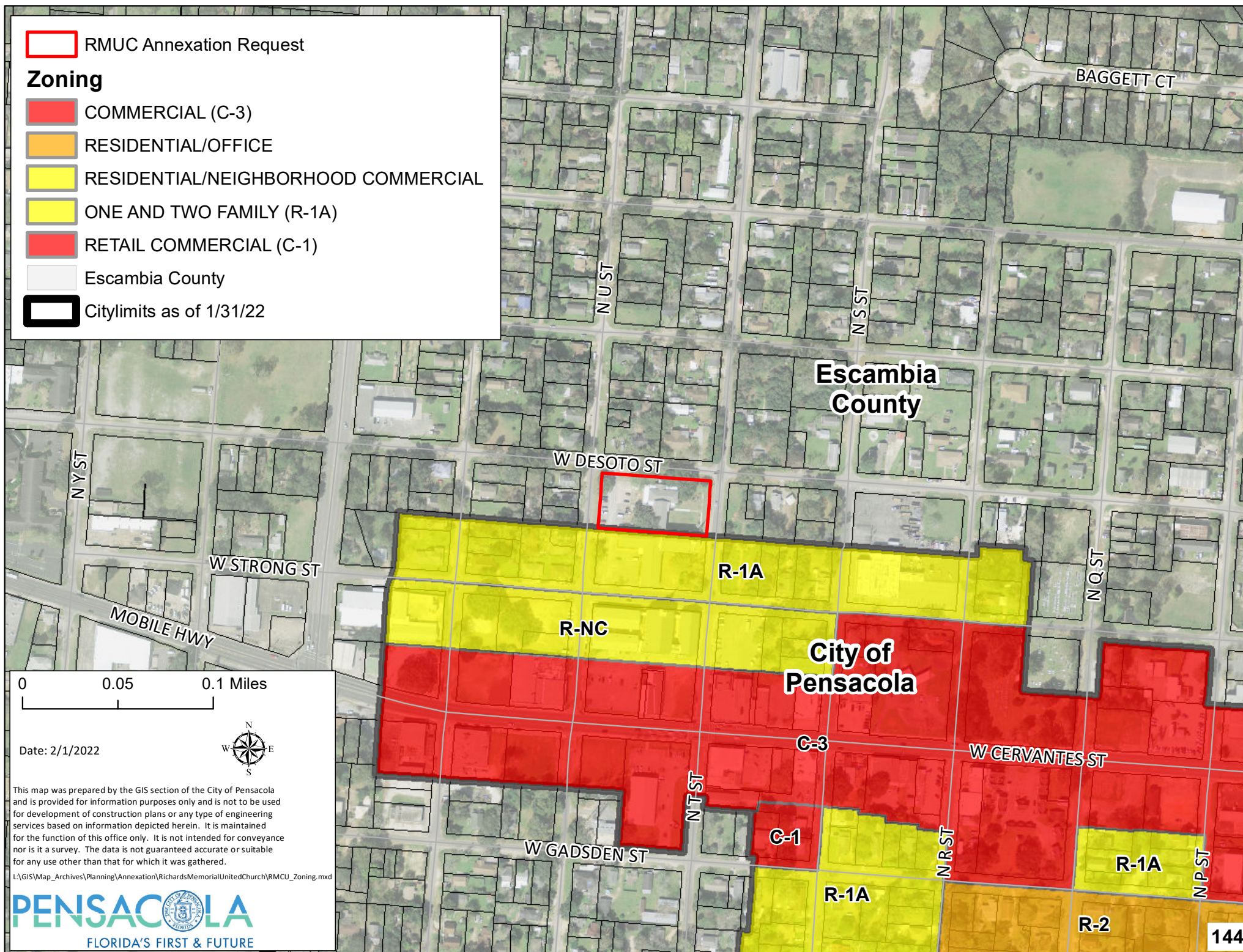
-  RMUC Annexation Request
-  Escambia County
-  Citylimits as of 1/31/22



 RMUC Annexation Request

Zoning

-  COMMERCIAL (C-3)
-  RESIDENTIAL/OFFICE
-  RESIDENTIAL/NEIGHBORHOOD COMMERCIAL
-  ONE AND TWO FAMILY (R-1A)
-  RETAIL COMMERCIAL (C-1)
-  Escambia County
-  Citylimits as of 1/31/22



0 0.05 0.1 Miles

Date: 2/1/2022



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 RMUC Annexation Request

Future Landuse


 COMMERCIAL

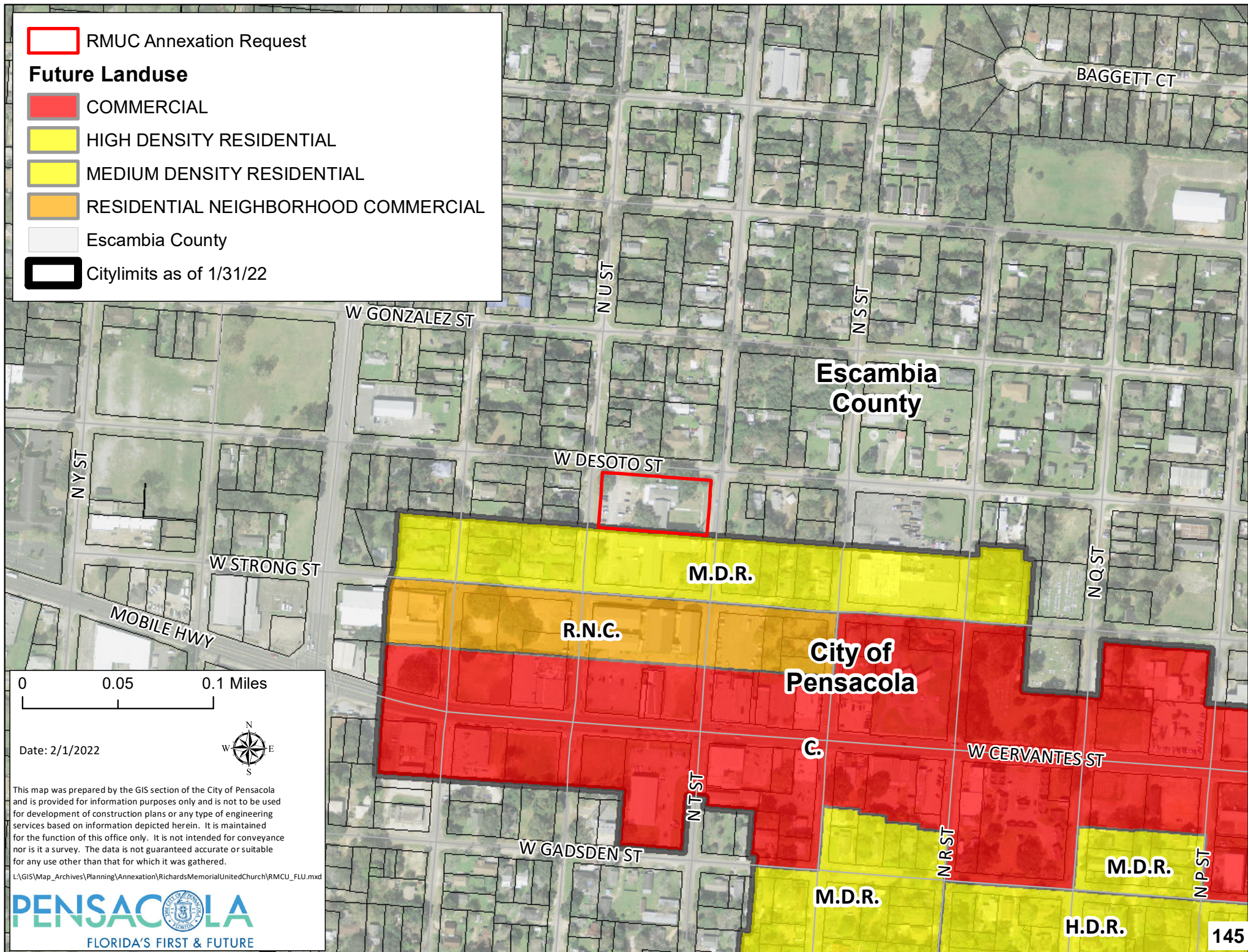
 HIGH DENSITY RESIDENTIAL

 MEDIUM DENSITY RESIDENTIAL

 RESIDENTIAL NEIGHBORHOOD COMMERCIAL

 Escambia County

 Citylimits as of 1/31/22





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 12-22

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 12-22 - REQUEST FOR VOLUNTARY ANNEXATION - RICHARDS MEMORIAL UNITED METHODIST CHURCH PROPERTY

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 12-22 on first reading.

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA, AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required.

SUMMARY:

Reverend Robin Noble, representing Richards Memorial United Methodist Church, has requested that the City approve the voluntary annexation of the portion of their property that is located outside the City limits, as the property is divided by the jurisdictional boundary between the City of Pensacola and unincorporated Escambia County.

The proposed annexation area is contiguous to the City limits and City Departments have confirmed that there are no concerns with providing services to the area.

Approval of the annexation request will necessitate a subsequent amendment to the City's Zoning and Future Land Use Maps to include the subject properties.

Florida Statute 171.044 provides that:

Voluntary annexation

- (1) The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.

- (2) Upon determination by the governing body of the municipality that the petition bears the signatures of all owners of property in the area proposed to be annexed, the governing body may, at any regular meeting, adopt a nonemergency ordinance to annex said property and redefine the boundary lines of the municipality to include said property. Said ordinance shall be passed after notice of the annexation has been published at least once each week for 2 consecutive weeks in some newspaper in such city or town or, if no newspaper is published in said city or town, then in a newspaper published in the same county; and if no newspaper is published in said county, then at least three printed copies of said notice shall be posted for 4 consecutive weeks at some conspicuous place in said city or town. The notice shall give the ordinance number and a brief, general description of the area proposed to be annexed. The description shall include a map clearly showing the area and a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the Office of the City Clerk.

PRIOR ACTION:

None.

FUNDING:

None.

FINANCIAL IMPACT:

The City would receive stormwater and franchise fees and where applicable, ad valorem and public service tax revenues from the subject parcels as well as from any future improvements

CITY ATTORNEY REVIEW: Yes.

2/24/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Sherry Morris, AICP, Development Services Department Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 12-22
Exhibit A: Maps of Annexation Area

PRESENTATION: No.

PROPOSED
ORDINANCE NO. 12-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE INCORPORATING AND ANNEXING A CERTAIN AREA CONTIGUOUS AND ADJACENT TO THE CITY OF PENSACOLA INTO THE CITY OF PENSACOLA AND DECLARING SAID AREA TO BE A PART OF THE CITY OF PENSACOLA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the city council has found that the property described below is contiguous to the city and reasonably compact in nature and meets the requirements of F.S. sections 171.043 and 171.044; and

WHEREAS, the city council has determined that the area described below does not have any registered voters and that the owners of more than 50 percent of the parcels of land in such area consent to such area being annexed into the city as provided by F.S. section 171.0413(6); and

WHEREAS, the city council has caused to be prepared a report setting forth the plans to provide urban services to the area described below, which report is in conformance with the requirements of F.S. section 171.042, and said report has been distributed in accordance with said act;

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

SECTION 1. That the city hereby finds and declares that all requirements of law provided by F.S. chapter 171 have been met, for the purpose of integrating and annexing said area into the City of Pensacola, the hereafter described area, and that the City of Pensacola does hereby accept into the city the following described properties which are being integrated and annexed by the city and make a part and portion of the city, lying within and hereby incorporated into the City of Pensacola, to-wit:

ALL THAT CERTAIN PARCEL OR TRACT OF LAND BEING THE NORTH HALF OF BLOCK 204 OF THE WEST KING TRACT AND BEING LOCATED IN SECTION 28, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY FLORIDA.

A set of maps depicting the area to be annexed is attached hereto as Exhibit A.

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.

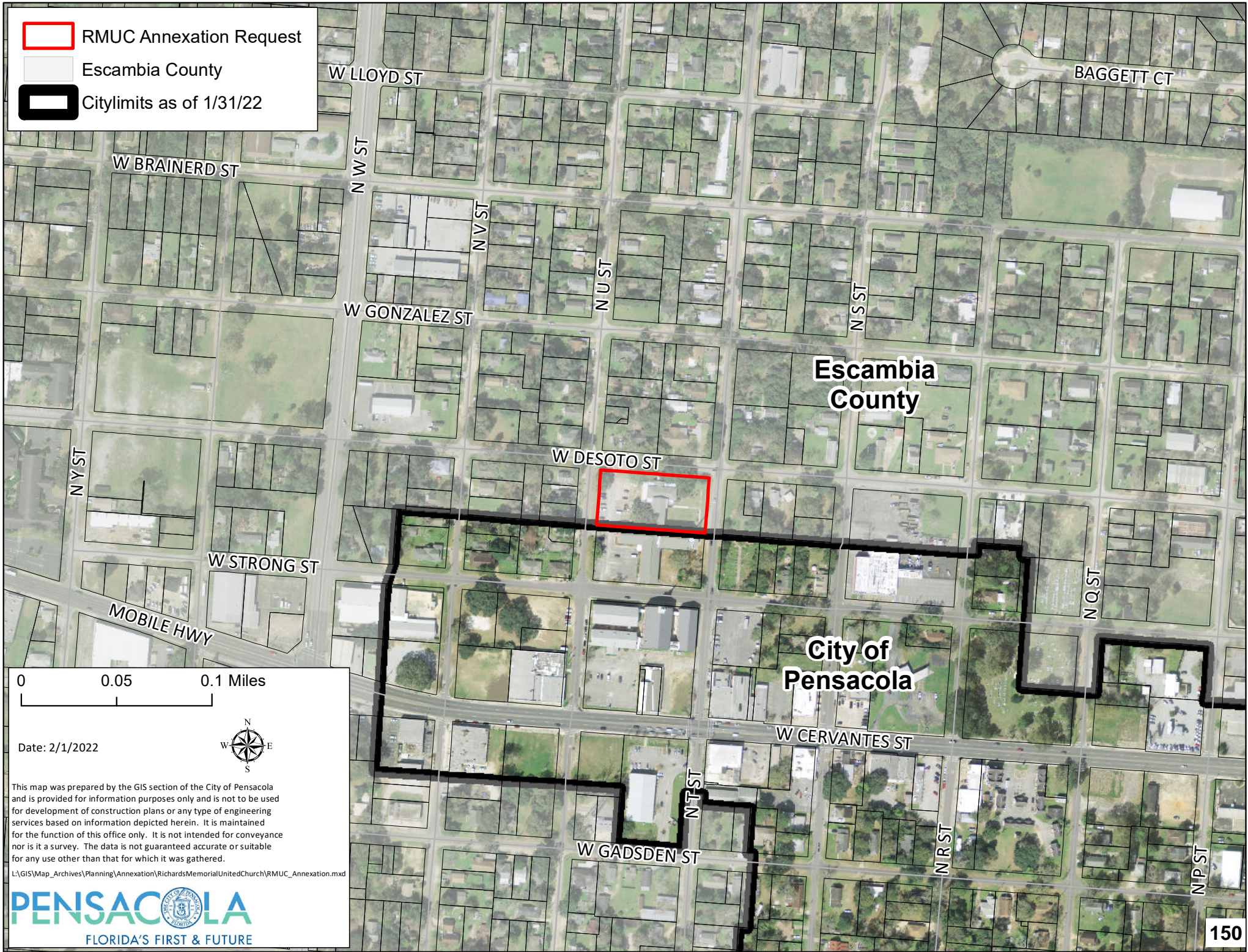
Adopted: _____

Approved: _____
President of City Council

Attest:








City Clerk

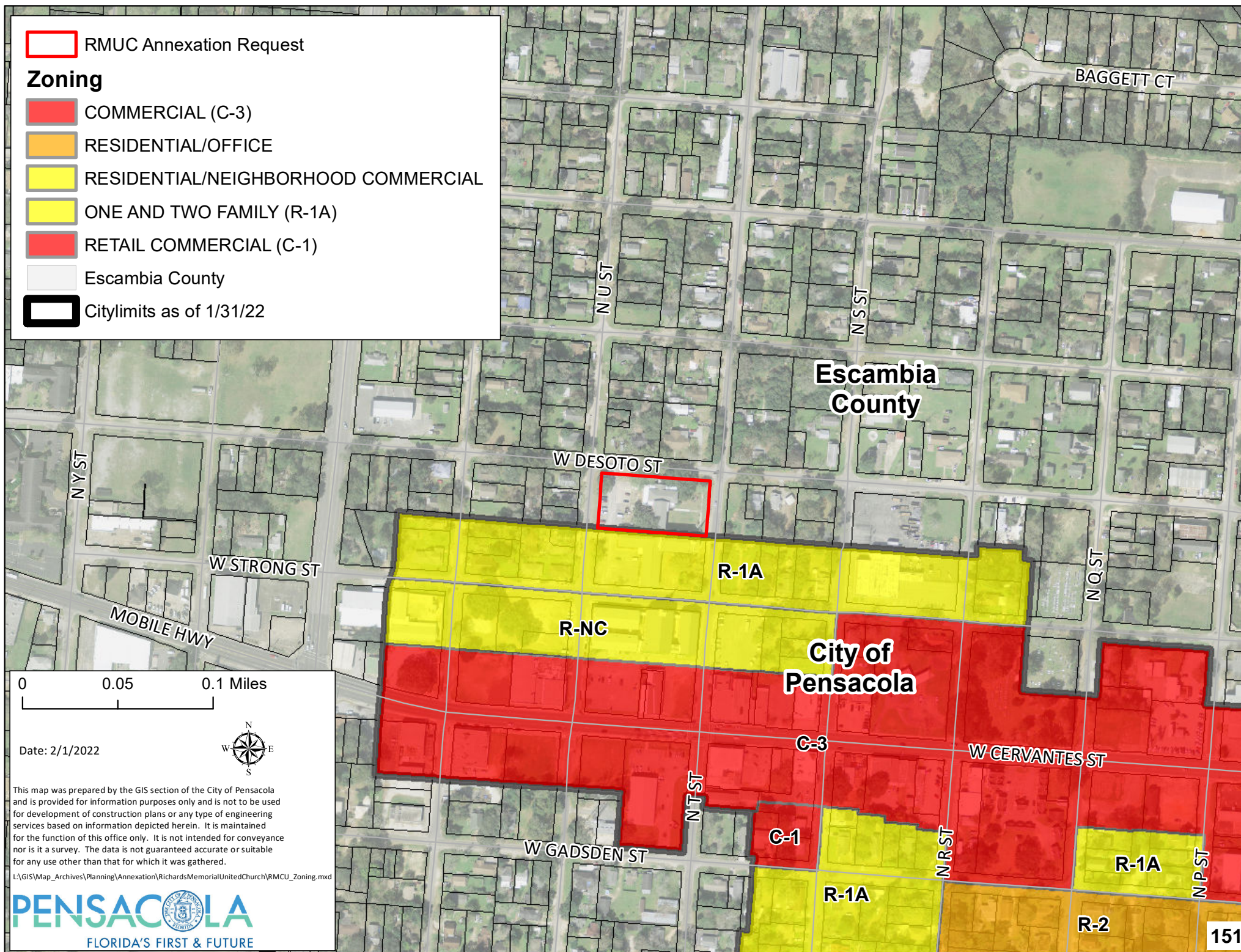
-  RMUC Annexation Request
-  Escambia County
-  Citylimits as of 1/31/22

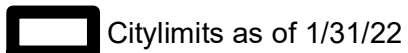


 RMUC Annexation Request

Zoning

-  COMMERCIAL (C-3)
-  RESIDENTIAL/OFFICE
-  RESIDENTIAL/NEIGHBORHOOD COMMERCIAL
-  ONE AND TWO FAMILY (R-1A)
-  RETAIL COMMERCIAL (C-1)
-  Escambia County
-  Citylimits as of 1/31/22







City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00288

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

FUNDING AMENDMENT FOR HARNESSING OPPORTUNITY AND POWER OF EDUCATION, INC. (H.O.P.E.)/HUTS 4 OUR FRIENDS, INC.

RECOMMENDATION:

City Council approve a change in the scope of services provided by H.O.P.E. Foundation/Huts 4 our Friends.

HEARING REQUIRED: No Hearing Required

SUMMARY:

At the July 12, 2021 Council Agenda Conference, a discussion item was brought forward by Councilmember Hill to discuss the possibility of providing funding for the H.O.P.E. Foundation to install a fire suppression system in the leased building at 3101 North Davis Highway to allow for an occupancy permit that could ultimately house up to 200 homeless individuals.

On July 15, 2021, City Council approved Supplemental Budget Resolution 2021-51 which appropriated \$100,000 to the H.O.P.E. Foundation towards their lease payments in order to assist with their program provided, however, that they obtain a five year lease with the owner of the property. The costs associated with the fire suppression improvements to the building was to come from the H.O.P.E. Foundation and the lease payments would not exceed the costs associated with the fire suppression improvements. Additionally, there was a stipulation that the funding provided would be contingent upon the organization obtaining a five-year lease on the property and remaining in that building providing the services to their homeless clients over a five-year period.

At the March 10, 2022 City Council meeting, Caleb Houston with the H.O.P.E. Foundation addressed concerns that the organization would not able to obtain the occupancy permit needed at the leased building and therefore would not be able to operate in the capacity originally described to City Council. Mr. Houston requested that City Council consider allowing the organization to utilize the \$100,000 awarded to the organization for operations of two day centers, one located on North Davis Highway and the other located on 6th Avenue, in lieu of lease payment assistance. Services provide at these centers include:

- Daily lunches - volunteers and staff prepare lunches daily. The lunches are consumed in a

designated eating area in the facility. In the event additional food items are requested/needed, our volunteers and staff will prepare a to-go bag with items to provide the recipient(s) with food for the evening.

- Showers -Each individual that enters the facility requesting a shower, is provided with a fresh clean towel, wash cloth along with soap and shampoo products
- Clothing- Clothing is provided to everyone that needs shirts, socks, undergarments, pants/shorts, and jackets/coats.
- Shoes- Footwear is provided for those in need of shoes, work boots, etc.
- Personal hygiene products - Care packages of hygiene products are given to individuals for continued hygiene care.
- Counseling, and support groups - On site counseling with individual and group sessions. Referrals are provided to medical and mental health treatment facilities as well as local shelters and any services that are deemed necessary for each individual needs.
- Referrals - Staff and volunteers refer individuals/families to local shelters and in some instances, reach out to local facilities to assist in arranging shelter provisions.
- Classes/courses - Offer financial literacy and life management skills.
- Job assistance - Refer individuals for job placement with excellent results. Continue to refer people to companies that have expressed their need for hiring.

The H.O.P.E. Foundation has set up a not for profit corporation, Huts 4 Our Friends, which will be used for this program. These funds will be granted on a reimbursement basis only. The organization will be required to front all program costs and be reimbursed after appropriate documentation is provided. A detailed program budget for the new scope of services are included as an attachment to this item.

PRIOR ACTION:

July 15, 2021 - City Council approved Supplemental Budget resolution 2021-51, appropriating \$100,000 to the H.O.P.E. Foundation to offset lease payments for a facility located at 3101 N. Davis Highway.

FUNDING:

Budget: \$ 100,000

Actual: \$ 100,000

FINANCIAL IMPACT:

Funding in the amount of \$100,000 has already been appropriated in the City's General Fund via supplemental budget resolution 2021-51.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/14/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Budget for There is Hope AKA Huts for our Friends

PRESENTATION: No

<u>Salaries</u>	
Staff x 5 – PT – 20 weeks	\$25,000
Staff x 1 – FT -20 weeks	\$10,000
<u>Through calendar year</u>	
Electric Services – FLP	\$10,000.00
Waste Management Services	\$3,000.00
Water Services	\$3,000.00
Building Lease	\$31,900.00
Women's home lease	\$3,000.00
Internet Services	\$5,000.00
<u>Other Services</u>	
Electrical & Water Women's home	\$2,000.00
Drinks & Food items	\$2,000.00
Thrift Store expenditures	\$2,000.00
Computers x 4	\$2,200.00
Printer and computer software	900
	\$100,000



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-037

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

RESOLUTION NO. 2022-037 - ENCOURAGING THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS TO ADOPT AN ORDINANCE REGARDING THE DEFACEMENT OF PROPERTY.

RECOMMENDATION:

That City Council adopt Resolution No. 2022-037:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA ENCOURAGING THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS TO ADOPT AN ORDINANCE REGARDING THE DEFACEMENT OF PROPERTY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The International Property Maintenance Code, Section 302.9 reads as follows:

A person shall not willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

City Code Section 14-2-223(n) states:

Section 302.9. Defacement of property. Revise to read as follows: No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the owner of the property to restore said surface to an approved state of maintenance and repair within seven days of notification.

Exception: The 17th Street CSX Railroad Trestle shall be exempted from the provisions of this

section.

Graffiti tends to be crime, gang, drug related or have racist tones, which lowers property values and at times is inappropriate. While the City has the ability to control, or at least have graffiti removed, the County has no such regulation which can be problematic in those areas where the city is bifurcated by unincorporated county.

This resolution seeks to ask the BOCC to consider implementing an ordinance similar to the International Property Maintenance Code and City Code in fulfilling the four principles for addressing graffiti: read it, record it, report it, remove it.

PRIOR ACTION:

January 31, 2008 - City Council amended City Code Section 14-2-223(n) via Ordinance 08-08.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Resolution No. 2022-037

PRESENTATION: No

RESOLUTION
NO. 2022-037

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA ENCOURAGING THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS TO ADOPT AN ORDINANCE REGARDING THE DEFACEMENT OF PROPERTY; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND EFFECTIVE DATE.

WHEREAS, the defacement of property through damage, mutilation, or defacing exterior surfaces of any structure by placing thereon any marking, carving or graffiti brings property values down and serves as an eyesore for the community; and

WHEREAS, much of the markings, carvings, or graffiti are crime and gang-related; and

WHEREAS, the city has an ordinance prohibiting marking, carving, and graffiti on the exterior surface of any structure, but the county does not have such an ordinance; and

WHEREAS, certain areas of the county adjacent to areas within the city have been defaced with racist and gang-related graffiti; and

WHEREAS, the International Property Maintenance Code provides that a person shall not willfully or wantonly damage, mutilate, or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving, or graffiti; and

WHEREAS, by code, it shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair; and

WHEREAS, the city code provides that the owner must restore said surface within seven days of notification; and

WHEREAS, the four principles of addressing graffiti are read it, record it, report it, and remove it.

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

SECTION 1. That the City Council hereby requests and encourages the Escambia County Board of County Commissioners to establish an ordinance consistent with the International Property Maintenance Code Section 302.9 and Section 14-2-223(n) of the Code of Ordinances of the City of Pensacola.

SECTION 2. If any section, subsection, clause or provision of this resolution is held invalid, such holding shall not affect the validity of the remainder.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are hereby

repealed to the extent of such conflict.

SECTION 4. This Resolution shall become effective 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 #: 2022-034

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

RESOLUTION NO. 2022-034 ESTABLISHING THE POLICY FOR ACQUISITION OF REAL PROPERTY

RECOMMENDATION:

That City Council adopt Resolution No. 2022-034:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA ESTABLISHING THE POLICY FOR ACQUISITION OF REAL PROPERTY; PROVIDING SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Last year, City staff was tasked with developing a policy to address property acquisitions that could be used for general property purchases by all departments. In early February, an initial draft of the policy was sent to all departments for review, comments, and feedback. After consideration and inclusion, the final draft was completed. The City Council approved the draft policy on February 24, 2022. The adoption of the Resolution represents the final step in the process to becoming Council policy.

PRIOR ACTION:

February 24, 2022 - City Council approved the policy for the acquisition of real property.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/11/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Resolution No. 2022-034
- 2) Council Action - Approval of Policy - Feb 24, 2022

PRESENTATION: No

RESOLUTION
NO. 2022-034

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PENSACOLA ESTABLISHING THE POLICY FOR ACQUISITION OF
REAL PROPERTY; PROVIDING SEVERABILITY; PROVIDING AN
EFFECTIVE DATE

WHEREAS, the City desires to establish a Policy for Acquisition of Real Property
consistent with best practices; and

WHEREAS, the City Council believes that it is necessary, appropriate, and in
the public interest to establish a policy providing parameters as in similar policies
involving real estate; and

WHEREAS, such a policy has been prepared and a copy thereof is attached
hereto, and incorporated in full by reference hereto;

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

SECTION 1. That the City Council hereby adopts the Policy for Acquisition of
Real Property, attached hereto.

SECTION 2. If any section, subsection, clause or provision of this resolution is
held invalid, such holding shall not affect the validity of the remainder.

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

SECTION 4. This Resolution shall become effective 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

POLICY FOR ACOUSITION OF REAL PROPERTY -

Adopted by Council Action - TBD

The following policy applies to the acquisition of real property by the City of Pensacola, including rights-of-way and easements. This policy is a set of guidelines for general property purchases. This policy does not supersede any specifically-denoted requirements, terms, or conditions of real property acquisitions utilizing State and/or Federal grant funds. This policy does not intend nor should be construed as contradictory to any prior action by City Council regarding the use of real estate brokers for acquisitions or to any grant requirements, terms, or conditions.

Methods of Acquisition

- A. Purchase
- B. Lease
- C. Donation
- D. Property Swap/Trade

Process

1. Determination of Need.

A determination is made that the City is interested in acquiring real property via one of the methods of acquisition. The real property must be deemed to serve a public need – i.e. improvement project-related, restoration, expansion of site or City services, development of affordable housing, conservation purposes, etc. – as confirmed by the Mayor or their designee. The funding source for the potential acquisition must be identified during this determination period and confirmed with the Financial Services Director or their designee. Staff is then directed to attempt acquisition. The property of interest is reviewed from a variety of aspects to determine best path forward.

2. Evaluation / Preliminary Due Diligence.

- a. Regardless of the method of acquisition, all parcels considered for acquisition must have an appraisal performed by a Florida state-certified, licensed appraiser. The only exceptions are (i.) in the case of an acquisition of little or no value as assessed by the Escambia County Property Appraiser (such as small or narrow right-of-way acquisitions or access easements, wasteland property, etc.), whereas the cost of obtaining an appraisal would be prohibitively expensive to acquiring the parcel in question; or (ii.) a property swap or trade where the parcels are of such close size, proximity, and current use that an appraisal would provide virtually the same value for each parcel.

[Depending upon the funding source, specifically grant funds, there may be detailed requirements on obtaining an appraisal for the acquisition and more than one appraisal or an appraisal review may be required. To prevent any issues with closing or potential acquisition violations that would require the repayment of grant funds, it is very important that the terms and requirements of the funding source are followed. Any issues or deviations from grant requirements regarding appraisals or anything else, if unavoidable, must be identified and resolved in writing with the granting agency during this period.]

- b. An environmental site assessment (ESA) must be completed on any potential acquisition in which the parcel is suspected or known to have any agricultural, commercial, or industrial use historically, or is in close proximity to a known site. The type of ESA obtained – Phase I or II – depends upon the certainty of and type of previous use. This ESA report is particularly significant if the purpose of the acquisition is housing-related or for permanent public use.

[Exceptions to this ESA requirement include instances where the potential acquisition has already been designated “wasteland” or other prior knowledge of an assessment or abatement being conducted at or very near the site, and an expenditure for another ESA would be redundant. In instances such as this, please contact our Environmental staff or the Florida Department of Environmental Protection regarding a search of their site databases for verification of the current site conditions.]

[Also, depending upon the funding source used, additional environmental due diligence may be required, at this step or any other time prior to the completion of the acquisition.]

- c. A preliminary search of available public records on the potential acquisition is also conducted at this step in the process. Whether the acquisition has outstanding taxes or is “heir(s) property” would be easily determined by this preliminary search. Depending on the anticipated use of the property, it is essential to determine other general facts, such as if restrictive covenants exist that would impede use, or if the current zoning matches the zoning necessary for the anticipated use. Any liens or encumbrances to clear title and ownership (if the property is being purchased or swapped) may also be revealed at this time.

Though all three of the requirements for evaluation – appraisal, ESA, and preliminary public records review – can be initiated simultaneously oftentimes, their importance depends upon the method of acquisition. For purchases and leases (methods of acquisition A. and B.), an appraisal to determine value and negotiating starting point is the likely first step, though all three are imperative. For donations and swaps (method of acquisition C. and D.), an ESA would be likely more important, as it is essential in determining what liability the City may be exposing itself to in acquiring the property.

The results of this evaluation and preliminary due diligence may determine whether it is in the City’s best interest to proceed with the potential acquisition. Many potential acquisitions do not make it past this step in the process.

3. Negotiation.

A prospective seller or lessor (methods of acquisition A. or B.) may have a dollar amount in mind at which they will relinquish ownership or lease the property to the City. The appraised value of the property can be less than this desired amount, but often the City does have means to negotiate.

For donations and swaps (methods of acquisition C. and D.), it is important that the intent of both parties is clear, and this may require some negotiation. As an example: a prospective donor may be donating their property for easement or conservation purposes, with the idea that the City will maintain this property to an ideal standard; whereas the City may not intend to maintain the property specifically but actually allow it to naturalize or “grow wild”.

Prior to negotiation, confirmation from the seller or lessor of their continued interest in relinquishing the property should be obtained, including their desired financial terms. Further, staff must clearly obtain from the authorizer of the acquisition the negotiating range and terms prior to negotiation. Also, staff should make no promises or commitments to the property owner and must make clear that the acquisition must be approved by City Council. Staff must receive confirmation of the negotiated amount and/or terms in writing from the seller/lessor or their representative (such as a realtor).

[Depending upon the funding source, it may be required that the seller be offered at minimum the appraised value of the subject property plus moving expenses if the property is their homestead. It is very important that the terms and requirements of the funding source are followed in these cases, to prevent any issues with closing or possible repayment of funds to the source.]

4. City Council Decision.

After negotiations have been completed, approval of the acquisition by City Council is then scheduled for placement on the agenda of the next available City Council meeting. At this time, the City Attorney has reviewed any documents or draft documents associated with the acquisition thus far. The Financial Services Director or their designee is notified of the pending acquisition, as a budget amendment for the negotiated amount may be appropriate and may require a separate agenda item (a Supplemental Budget Resolution) to accompany the acquisition item. The funded amount must also include an additional 5 to 10% over the negotiated amount to cover closing costs of the acquisition.

Backup material for the agenda item will illustrate the factors involved in acquiring the property. This material should include but not be limited to: appraisal(s), justification for a negotiated sale or lease amount greater than the appraisal value, exceptional acquisition terms addressing a public need, non-monetary benefits to the public, etc.

Staff shall maintain communications with the prospective seller/lessor/donor, keeping them apprised of timelines and meeting dates regarding the negotiated acquisition. If the acquisition is not approved by the City Council, Staff must notify the respective party as soon as feasible.

5. Closing / Final Due Diligence.

After approval by City Council, the final step is closing, or the conveyance of ownership or use rights. Closing usually takes a minimum of 30 days to ensure all of the final due diligence is complete, but can take longer if necessary and agreed to by both parties. For leases, this may be as simple as executing the negotiated lease agreement, as reviewed and approved by the City Attorney or their designee. For all other methods of acquisition, there is work that must be completed – the final due diligence – before the execution of documents for the conveyance.

A survey and title work (search, insurance) are the two essential items that must be completed prior to closing. The survey definitively establishes the boundaries and features of the property being conveyed, and can be completed by the City Surveyor (schedule allowing) or another licensed surveyor. The title work identifies any issues missed during the preliminary search of public records, issues that must be resolved prior to the City obtaining clear title to the subject property. This title work is contracted by the closing agent or attorney handling

the closing, as agreed by to by both parties.

Any issues with the survey, the title, or anything else impacting conveyance must be resolved prior to the execution of the conveyance documents by the Mayor or their designee. Also prior to execution, it is imperative that the final documents are reviewed or approved in some manner by the City Attorney or their designee.

For all acquisition methods except donations, the Staff responsible for the closing will not, in most cases, have the exact dollar amount necessary for the acquisition until the week of closing. Staff must make contact with the Financial Services Department / Accounting Division immediately upon receiving the exact dollar amount to coordinate submitting the required documentation and obtaining a check for the necessary amount by the necessary date.

After documents are executed, the deed (or lease) is recorded by the closing agent (or City staff as appropriate). To complete all other post-closing requirements, Staff then utilizes Finance's Land Procedures Process and contacts the Finance Department with any issues related to this new City asset.



Legislation Details (With Text)

File #: 22-00177 **Version:** 1 **Name:**
Type: Legislative Action Item **Status:** Passed
File created: 2/9/2022 **In control:** City Council
On agenda: 2/24/2022 **Final action:** 2/24/2022
Enactment date: **Enactment #:**
Title: POLICY FOR ACQUISITION OF REAL PROPERTY
Sponsors: Grover C. Robinson, IV
Indexes:
Code sections:
Attachments: 1. Acquisition of Real Property Policy - final draft

Date	Ver.	Action By	Action	Result
2/24/2022	1	City Council	Approved	Pass
2/22/2022	1	Agenda Conference	Placed on Regular Agenda	Pass

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

POLICY FOR ACQUISITION OF REAL PROPERTY

RECOMMENDATION:

That City Council adopt the Policy for Acquisition of Real Property, with an effective date of February 24, 2022.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Last year, City staff was tasked with developing a policy to address property acquisitions that could be used for general property purchases by all departments. In early February, an initial draft of the policy was sent to all departments for review, comments, and feedback. After consideration and inclusion, the final draft was completed.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/9/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Acquisition of Real Property Policy - final draft

PRESENTATION: No



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00174

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAM AND SEAPORT INVESTMENT PROGRAM GRANT NO. 445548-1-94-03 - UPLAND CARGO IMPROVEMENTS INITIATIVE

RECOMMENDATION:

That City Council authorize the Mayor to execute Florida Seaport Grant and Seaport Investment Program grant No. 445548-1-94-03, for Upland Cargo Improvements Initiative in the amount of \$1,524,565. Further, that City Council authorize the Mayor to take all actions necessary to accept, execute and administer the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Port Staff, working with the FDOT Seaports office, coordinated securing grant funding for various port projects as part of the FDOT Seaport Investment Program. As funds become available, they are distributed based on existing port needs.

The funds associated with this grant focus on two component areas: rebuilding port roadways and cargo laydown areas, and improvements to warehouses, buildings, and lighting. Authorized project grant scope includes environmental, design, and construction work for the two component areas. Funds may also be used to assist with Hurricane Sally storm damages.

Additionally, obligated funds, for either component from FEMA Project Worksheets (PW) projects may be used to satisfy the local match.

PRIOR ACTION:

None

FUNDING:

Budget: \$1,524,565 FDOT Seaport Grant Program and
 Seaport Investment Program

Actual: \$1,524,564 Roadway and Cargo Laydown Area Repairs and
 Improvements

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds in the amount of \$1,524,564. Any required grant match will be met with funds obligated by FEMA already budgeted in the Natural Disaster Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

2/28/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

Amy Miller, Deputy City Administrator - Administration & Enterprise

Clark Merritt, Port Director

ATTACHMENTS:

- 1) Grant Agreement No. 445548-1-94-03
- 2) Supplemental Budget Resolution No. 2022-028
- 3) Supplemental Budget Explanation No. 2022-028

PRESENTATION: No

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 445548-1-94-03	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only: Federal Award Date:	GMR, POED 215	FLAIR Category: 088794; 088807 Object Code: 751000 Org. Code: 55032020329 Vendor Number: F596000406008
Contract Number:	Agency DUNS Number:	80-939-7102	
CFDA Number: N/A	CFDA Title: N/A		
CSFA Number: 55.005; 55.034	CSFA Title: Seaport Grant Program; Seaport Investment Program		

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Pensacola, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 311 and 339.0801(1), Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Port of Pensacola's upland cargo improvements initiative, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☒ **Seaports**
- ☐ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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GRANT AGREEMENT**

- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
___ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through March 31, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ___ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of __, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a.** Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b.** The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c.** If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d.** In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e.** The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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9. Project Cost:

- a. The estimated total cost of the Project is \$3,049,130. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,524,565 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

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f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

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- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

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in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d.** ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e.** ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

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best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including,

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but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

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- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that

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appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Tim Smith, P.E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This Agreement provides for the Department's financial participation in Port of Pensacola's upland cargo improvements initiative. Many of the seaport's paved areas have exceeded their design life and need to be rebuilt and repaved. Pavement conditions are characterized by channelized depressions, cracking, potholes, depressions, and shoving. Hurricane Sally impacted the seaport in September 2020, further eroding / damaging the seaport's pavement. Hurricane Sally also damaged structures at the seaport. This Agreement has two components. The first component focuses on rebuilding roadways and cargo laydown areas. Prior to placement of new sub-grade materials, the port will inspect underground storm water management system and utilities (e.g., water, plumbing, electric), making upgrades, as necessary, to protect the environment and increase resiliency / sustainability. A second set of components will focus on warehouse, building, and lighting improvements.

B. Project Location (limits, city, county, map): Pensacola, Florida

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This Project includes the environmental, design and construction work required to complete the activities described in the Project Description, including: aluminum; anchoring components; asphalt paving activities; assemblage; backfilling; cable protection systems; compaction; concrete; concrete repair; concrete sealing treatment; construction; construction inspection services; construction management services; construction services; consulting services; contractor stand-by; cost estimates; demobilization; demolition; drainage systems; doors; drywall; dust control systems; earthwork; economic assessments; electrical components and systems; elevators; engineering services; entrance canopies; environmental assessments; erection of pre-fabricated structure(s); exterior finishes; fasteners and connectors; feasibility studies; fencing; final plan development; fire protection services; flooring; form work; framing; gate installation or reconfiguration; geographic analysis; geotechnical services; glass and glazing; ground covering; handrails; installation and testing; insulation; interior divider walls; interior finishes; lighting systems; masonry; mitigation assessments; mobilization; permitting; plan development (e.g. 30 / 60 / 90 / 100% and as-builts); precast concrete; preconstruction engineering and design; procurement cost; rail materials; ramps; rebar; rebar installation; refrigerated container racks; roadway medians; roofing systems; security systems; shore and slope protection; siding; signage and way finding; soil improvement work; stairways; steel; striping of roadway or storage areas; storage rack systems; stormwater management; structural components; surveying; temporary structures; temperature control system; thermal barriers; ventilation systems; utilities; and, windows.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel costs are not allowed.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



Project Location
Approximate

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
445548-1-94-03	GMR	088794	2022	751000	55.005	Seaport Grant Program	\$351,813.00
445548-1-94-03	LF	088794	2022	-	-	Local Matching Funds	\$351,813.00
445548-1-94-03	POED	088807	2022	751000	55.034	Seaport Investment Program	\$1,172,752.00
445548-1-94-03	LF	088807	2022	-	-	Local Matching Funds	\$1,172,752.00
Total Financial Assistance							\$3,049,130.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$1,524,565.00	\$1,524,565.00	\$0.00	\$3,049,130.00	50.00	50.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$1,524,565.00	\$1,524,565.00	\$0.00	\$3,049,130.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Ray Corbitt

Department Grant Manager Name

Signature

Date

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT C****TERMS AND CONDITIONS OF CONSTRUCTION****1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, FDOT District 3 Seaport Coordinator (email: Ray.Corbitt@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is FDOT District 3 Seaport Coordinator.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

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without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Phone: (850) 330-1205; FAX: (850) 330-1761

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – SEAPORTS**

A. General.

1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities** and **Exhibit “B”, Schedule of Financial Assistance** as well as serving to protect public investment in seaports and the continued viability of the State Seaport System.
3. The Agency shall comply with the assurances as specified in this Agreement.

B. Required Documents. The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:

1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.
4. The Agency will upload required and final close out documents to the Department's web-based grant management system (e.g., SeaCIP.com).

C. Duration of Terms and Assurances.

1. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for a seaport development project, but shall not exceed 20 years from the effective date of this Agreement.
2. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

D. Compliance with Laws and Rules. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local governments, which may apply to the Project. Including but not limited to the following (current version of each):

1. Chapter 311, Florida Statutes (F.S.)
2. Local Government Requirements
 - a. Local Zoning/Land Use Ordinance
 - b. Local Comprehensive Plan

E. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, including but not limited to the following:

1. Federal Requirements
2. Local Government Requirements
 - a. Local Building Codes
 - b. Local Zoning Codes
3. Department Requirements
 - a. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the “Florida Green Book”)
 - b. Manual on Uniform Traffic Control Devices

F. Consistency with Local Government Plans.

1. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the seaport.
2. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

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3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

G. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

1. Acquire the land in accordance with federal and state laws governing such action.
2. Maintain direct control of Project administration, including:
 - a. Maintain responsibility for all related contract letting and administrative procedures.
 - b. Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - c. Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - d. Establish a Project account for the purchase of the land.
 - e. Collect and disburse federal, state, and local Project funds.
3. The Agency assures that it shall use the land for seaport purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

H. Preserving Rights, Powers and Interest.

1. The Agency will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency shall reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency's right to lease seaport property, facilities or equipment for seaport-compatible purposes in the regular course of seaport business.

I. Third Party Contracts. The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:

1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
2. Other contracts less than \$5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
3. Construction change orders less than \$5,000.00. Change orders must be fully executed prior to performance of work.
4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.

J. Inspection or verification and approval of deliverables. Section 215.422(1), F.S., allows 5 working days for the approval and inspection of goods and services unless the bid specifications, purchase orders, or contracts specifies otherwise. The Agreement extends this timeline by specifying that the inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of an invoice.

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K. Federal Navigation Projects

1. Funding reimbursed from any federal agency for this Project shall be remitted to the Department, in an amount proportional to the Department's participating share in the Project. The Agency shall remit such funds to the Department immediately upon receipt.
2. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance**, may not be used for environmental monitoring costs.

L. Acquisition of Crane. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance** will be cost reimbursed using the following schedule, unless stated otherwise in **Exhibit "A", Project Description and Responsibilities**:

1. Sixty (60) percent after landside delivery and acceptance by the Agency.
2. Forty (40) percent after installation and commissioning has been completed.

-- End of Exhibit E --

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Seaport Grant Program
CSFA Number: 55.005
***Award Amount:** \$351,813

*The award amount may change with amendments

Specific project information for CSFA Number 55.005 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.005 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Seaport Investment Program

CSFA Number: 55.034

***Award Amount:** \$1,172,752

*The award amount may change with amendments

Specific project information for CSFA Number 55.034 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.034 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

**RESOLUTION
2022-028**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2022; 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. PORT FUND

As Reads	State Grants	1,339,137
Amended		
To Read:	State Grants	2,863,702
As Reads	Operating Expenses	2,618,391
Amended		
To Read:	Operating Expenses	4,142,956

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**MARCH 2022 - SUPPLEMENTAL BUDGET RESOLUTION - SEAPORT GRANT - UPLAND CARGO IMPROVEMENTS INITIATIVE - RES NO. 2022-028**

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
State Grants	1,524,565	Increase estimated revenue for State Grants
Total Revenues	<u>1,524,565</u>	
Appropriations		
Operating Expenses	1,524,565	Increase appropriation for Operating
Total Appropriations	<u>1,524,565</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-028

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-028 FLORIDA SEAPORT GRANT PROGRAM AND SEAPORT INVESTMENT PROGRAM GRANT NO.445548-1-94-03 - UPLAND CARGO IMPROVEMENTS INITIATIVE

RECOMMENDATION:

That City Council adopt supplemental Budget Resolution 2022-028:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Port Staff, working with the FDOT Seaports office, coordinated securing grant funding for various port projects as part of the FDOT Seaport Investment Program. As funding becomes available, they are distributed based on existing port needs.

The funds associated with this grant focus on two component areas: rebuilding port roadways and cargo laydown areas and improvements to warehouses, buildings, and lighting. Authorized project grant scope includes environmental, design and construction work for the two component areas. Funds may also be used to assist with Hurricane Sally storm damages.

Additionally, obligated funds, for either component, from FEMA Project Worksheets (PW) projects may be used to satisfy the local match.

PRIOR ACTION:

None

FUNDING:

Budget: \$1,524,565 FDOT Seaport Grant Program and
 Seaport Investment Program

Actual: \$1,524,564 Upland Roadway and Cargo Laydown Area Repairs and
 Improvements

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds in the amount of \$1,524,564. Any required grant match will be met with funds allocated by FEMA already budgeted in the Natural Disaster Fund.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/14/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
Amy Miller, Deputy City Administrator-Administration & Enterprise
Clark Merritt, Port Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2022-028
- 2) Supplemental Budget Resolution Explanation
- 3) Grant Agreement No. 445548-1-94-03

PRESENTATION: No

**RESOLUTION
2022-028**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2022; 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. PORT FUND

As Reads	State Grants	1,339,137
Amended		
To Read:	State Grants	2,863,702
As Reads	Operating Expenses	2,618,391
Amended		
To Read:	Operating Expenses	4,142,956

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**MARCH 2022 - SUPPLEMENTAL BUDGET RESOLUTION - SEAPORT GRANT - UPLAND CARGO IMPROVEMENTS INITIATIVE - RES NO. 2022-028**

FUND	AMOUNT	DESCRIPTION
PORT FUND		
Estimated Revenues		
State Grants	1,524,565	Increase estimated revenue for State Grants
Total Revenues	<u>1,524,565</u>	
Appropriations		
Operating Expenses	1,524,565	Increase appropriation for Operating
Total Appropriations	<u>1,524,565</u>	

PUBLIC TRANSPORTATION GRANT AGREEMENT

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 445548-1-94-03	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only: Federal Award Date:	GMR, POED 215	FLAIR Category: 088794; 088807 Object Code: 751000 Org. Code: 55032020329 Vendor Number: F596000406008
Contract Number:	Agency DUNS Number:	80-939-7102	
CFDA Number: N/A	CFDA Title: N/A		
CSFA Number: 55.005; 55.034	CSFA Title: Seaport Grant Program; Seaport Investment Program		

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Pensacola, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 311 and 339.0801(1), Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Port of Pensacola's upland cargo improvements initiative, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☒ **Seaports**
- ☐ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☒ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
___ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through March 31, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ___ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of ___, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

9. Project Cost:

- a. The estimated total cost of the Project is \$3,049,130. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,524,565 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 09/21

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

**PUBLIC TRANSPORTATION
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- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

- 15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

**PUBLIC TRANSPORTATION
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inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an

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GRANT AGREEMENT**

audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial

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assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

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- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including,

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GRANT AGREEMENT**

but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: Tim Smith, P.E.

Title: _____

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This Agreement provides for the Department's financial participation in Port of Pensacola's upland cargo improvements initiative. Many of the seaport's paved areas have exceeded their design life and need to be rebuilt and repaved. Pavement conditions are characterized by channelized depressions, cracking, potholes, depressions, and shoving. Hurricane Sally impacted the seaport in September 2020, further eroding / damaging the seaport's pavement. Hurricane Sally also damaged structures at the seaport. This Agreement has two components. The first component focuses on rebuilding roadways and cargo laydown areas. Prior to placement of new sub-grade materials, the port will inspect underground storm water management system and utilities (e.g., water, plumbing, electric), making upgrades, as necessary, to protect the environment and increase resiliency / sustainability. A second set of components will focus on warehouse, building, and lighting improvements.

B. Project Location (limits, city, county, map): Pensacola, Florida

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This Project includes the environmental, design and construction work required to complete the activities described in the Project Description, including: aluminum; anchoring components; asphalt paving activities; assemblage; backfilling; cable protection systems; compaction; concrete; concrete repair; concrete sealing treatment; construction; construction inspection services; construction management services; construction services; consulting services; contractor stand-by; cost estimates; demobilization; demolition; drainage systems; doors; drywall; dust control systems; earthwork; economic assessments; electrical components and systems; elevators; engineering services; entrance canopies; environmental assessments; erection of pre-fabricated structure(s); exterior finishes; fasteners and connectors; feasibility studies; fencing; final plan development; fire protection services; flooring; form work; framing; gate installation or reconfiguration; geographic analysis; geotechnical services; glass and glazing; ground covering; handrails; installation and testing; insulation; interior divider walls; interior finishes; lighting systems; masonry; mitigation assessments; mobilization; permitting; plan development (e.g. 30 / 60 / 90 / 100% and as-builts); precast concrete; preconstruction engineering and design; procurement cost; rail materials; ramps; rebar; rebar installation; refrigerated container racks; roadway medians; roofing systems; security systems; shore and slope protection; siding; signage and way finding; soil improvement work; stairways; steel; striping of roadway or storage areas; storage rack systems; stormwater management; structural components; surveying; temporary structures; temperature control system; thermal barriers; ventilation systems; utilities; and, windows.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel costs are not allowed.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



Project Location
Approximate

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
445548-1-94-03	GMR	088794	2022	751000	55.005	Seaport Grant Program	\$351,813.00
445548-1-94-03	LF	088794	2022	-	-	Local Matching Funds	\$351,813.00
445548-1-94-03	POED	088807	2022	751000	55.034	Seaport Investment Program	\$1,172,752.00
445548-1-94-03	LF	088807	2022	-	-	Local Matching Funds	\$1,172,752.00
Total Financial Assistance							\$3,049,130.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$1,524,565.00	\$1,524,565.00	\$0.00	\$3,049,130.00	50.00	50.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$1,524,565.00	\$1,524,565.00	\$0.00	\$3,049,130.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Ray Corbitt

Department Grant Manager Name

Signature

Date

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****EXHIBIT C****TERMS AND CONDITIONS OF CONSTRUCTION****1. Design and Construction Standards and Required Approvals.**

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, FDOT District 3 Seaport Coordinator (email: Ray.Corbitt@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

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- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is FDOT District 3 Seaport Coordinator.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Phone: (850) 330-1205; FAX: (850) 330-1761

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS****ENGINEER'S CERTIFICATION OF COMPLIANCE**

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – SEAPORTS**

A. General.

1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities** and **Exhibit “B”, Schedule of Financial Assistance** as well as serving to protect public investment in seaports and the continued viability of the State Seaport System.
3. The Agency shall comply with the assurances as specified in this Agreement.

B. Required Documents. The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:

1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.
4. The Agency will upload required and final close out documents to the Department's web-based grant management system (e.g., SeaCIP.com).

C. Duration of Terms and Assurances.

1. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for a seaport development project, but shall not exceed 20 years from the effective date of this Agreement.
2. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

D. Compliance with Laws and Rules. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local governments, which may apply to the Project. Including but not limited to the following (current version of each):

1. Chapter 311, Florida Statutes (F.S.)
2. Local Government Requirements
 - a. Local Zoning/Land Use Ordinance
 - b. Local Comprehensive Plan

E. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, including but not limited to the following:

1. Federal Requirements
2. Local Government Requirements
 - a. Local Building Codes
 - b. Local Zoning Codes
3. Department Requirements
 - a. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the “Florida Green Book”)
 - b. Manual on Uniform Traffic Control Devices

F. Consistency with Local Government Plans.

1. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the seaport.
2. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

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3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

G. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

1. Acquire the land in accordance with federal and state laws governing such action.
2. Maintain direct control of Project administration, including:
 - a. Maintain responsibility for all related contract letting and administrative procedures.
 - b. Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - c. Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - d. Establish a Project account for the purchase of the land.
 - e. Collect and disburse federal, state, and local Project funds.
3. The Agency assures that it shall use the land for seaport purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

H. Preserving Rights, Powers and Interest.

1. The Agency will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency shall reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency's right to lease seaport property, facilities or equipment for seaport-compatible purposes in the regular course of seaport business.

I. Third Party Contracts. The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:

1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
2. Other contracts less than \$5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
3. Construction change orders less than \$5,000.00. Change orders must be fully executed prior to performance of work.
4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.

J. Inspection or verification and approval of deliverables. Section 215.422(1), F.S., allows 5 working days for the approval and inspection of goods and services unless the bid specifications, purchase orders, or contracts specifies otherwise. The Agreement extends this timeline by specifying that the inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of an invoice.

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K. Federal Navigation Projects

1. Funding reimbursed from any federal agency for this Project shall be remitted to the Department, in an amount proportional to the Department's participating share in the Project. The Agency shall remit such funds to the Department immediately upon receipt.
2. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance**, may not be used for environmental monitoring costs.

L. Acquisition of Crane. Department funding, as listed in **Exhibit "B", Schedule of Financial Assistance** will be cost reimbursed using the following schedule, unless stated otherwise in **Exhibit "A", Project Description and Responsibilities**:

1. Sixty (60) percent after landside delivery and acceptance by the Agency.
2. Forty (40) percent after installation and commissioning has been completed.

-- End of Exhibit E --

EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Seaport Grant Program

CSFA Number: 55.005

***Award Amount:** \$351,813

*The award amount may change with amendments

Specific project information for CSFA Number 55.005 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.005 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Seaport Investment Program

CSFA Number: 55.034

***Award Amount:** \$1,172,752

*The award amount may change with amendments

Specific project information for CSFA Number 55.034 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.034 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00253

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

STATE OF FLORIDA OF ENVIRONMENTAL PROTECTION (FDEP) GRANT NO. LPA0210, BAYOU CHICO STORMWATER STUDY

RECOMMENDATION:

That City Council authorize the Mayor to execute State of Florida Department of Environmental Protection (FDEP) Grant No. LPA0210 to conduct a study to evaluate possible erosion and stormwater runoff issues into Bayou Chico and provide conceptual solutions to mitigate these issues. Further, that City Council authorize the Mayor to take all actions necessary to accept, execute and administer the grant. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Grant funding has been secured through the Florida Department of Environmental Protection (FDEP) Agency for the Bayou Chico Stormwater Study.

These funds were awarded to conduct a study to evaluate possible erosion and stormwater runoff issues into Bayou Chico and provide conceptual solutions to mitigate these issues.

The award of \$37,000 comes from the FDEP which will allow the Grantee to secure the services of an outside Engineering firm to perform the above described study of the Bayou Chico Project Focus Area and produce a pre-design report that will detail the scope of the problem in the analysis area, outline design options and identify potential solutions to the problem.

PRIOR ACTION:

None

FUNDING:

Budget: \$37,000 FDEP

Actual: \$37,000

FINANCIAL IMPACT:

Funding in the amount of \$37,000 is available through competitive grant from FDEP. The FDEP grant will provide Task #1: a pre-design study for Bayou Chico Stormwater Runoff Mitigation Project. Adoption of the Supplemental Budget Resolution will appropriate the Grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY:**STAFF CONTACT:**

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Amy Tootle, Director Public Works & Facilities

Brad Hinote, City Engineer

ATTACHMENTS:

- 1) Grant Agreement No. LPA0210
- 2) Supplemental Budget Resolution No. 2022-031
- 3) Supplemental Budget Explanation No. 2022-031

PRESENTATION: No

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project):	Agreement Number:															
Bayou Chico Stormwater Runoff Mitigation Study	LPA0210															
2. Parties																
State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000	(Department)															
Grantee Name: City of Pensacola	Entity Type: Local Government															
Grantee Address: PO Box 12910 Pensacola, Florida 32521	FEID: 59-6000406 (Grantee)															
3. Agreement Begin Date:	Date of Expiration:															
Upon Execution	December 31, 2023															
4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): Escambia County; Lat/Long (30.407996, -87.248193)															
Project Description: The Grantee will conduct a pre-design study to evaluate stormwater runoff problems and identify potential solutions to address flooding and water quality concerns within the Bayou Chico Project Focus Area.																
5. Total Amount of Funding:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Funding Source?</th> <th style="width: 40%;">Award #s or Line Item Appropriations:</th> <th style="width: 40%;">Amount per Source(s):</th> </tr> <tr> <td><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal</td> <td>LP, GAA, LI 1607A, FY 21-22, GR</td> <td>\$37,000.00</td> </tr> <tr> <td><input type="checkbox"/> State <input type="checkbox"/> Federal</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Grantee Match</td> <td></td> <td></td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Amount of Funding + Grantee Match, if any:</td> <td>\$37,000.00</td> </tr> </table>	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA, LI 1607A, FY 21-22, GR	\$37,000.00	<input type="checkbox"/> State <input type="checkbox"/> Federal			<input type="checkbox"/> Grantee Match			Total Amount of Funding + Grantee Match, if any:		\$37,000.00
Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):														
<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA, LI 1607A, FY 21-22, GR	\$37,000.00														
<input type="checkbox"/> State <input type="checkbox"/> Federal																
<input type="checkbox"/> Grantee Match																
Total Amount of Funding + Grantee Match, if any:		\$37,000.00														
6. Department's Grant Manager	Grantee's Grant Manager															
Name: Michael M. Scheinkman	Name: Brad Hinote															
or successor	or successor															
Address: FDEP, Nonpoint Source Management 3900 Commonwealth Blvd., MS 3570 Tallahassee, FL 32399-3000	Address: City of Pensacola PO Box 12910 Pensacola, Florida 32521															
Phone: 850 245 2951	Phone: 850 435 1646															
Email: michael.scheinkman@dep.state.fl.us	Email: bradhinote@cityofpensacola.com															
7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:																
<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements																
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions																
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan																
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements																
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements																
<input type="checkbox"/> Attachment 6: Program-Specific Requirements																
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.																
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)																
<input type="checkbox"/> Additional Attachments (if necessary):																
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form																
<input type="checkbox"/> Exhibit B: Property Reporting Form																
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form																
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants																
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo																
<input type="checkbox"/> Additional Exhibits (if necessary):																

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A


IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Pensacola

GRANTEE

Grantee Name

By


(Authorized Signature)

2/25/22
Date Signed

Grover C. Robinson, IV - Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Angela Knecht, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Name, DEP Grant Manager

Name, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:

- i. Standard Grant Agreement
- ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
- iii. Attachment 1, Standard Terms and Conditions
- iv. The Exhibits in the order designated in the Standard Grant Agreement

- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:

- (1) an increase or decrease in the Agreement funding amount;
- (2) a change in Grantee's match requirements;
- (3) a change in the expiration date of the Agreement; and/or
- (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.

A change order to this Agreement may be used when:

- (1) task timelines within the current authorized Agreement period change;
- (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
- (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
- (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

Attachment 1

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The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

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obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

Attachment 1

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- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0210**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Bayou Chico Stormwater Mitigation Study. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

Attachment 2

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maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Bayou Chico Stormwater Runoff Mitigation Study

PROJECT LOCATION: The project will be located in the City of Pensacola within Escambia County; Lat/Long (30.407996, -87.248193). See Figure 1 for Project Focus Area.

PROJECT BACKGROUND: Most of the Bayou Chico neighborhood in the City of Pensacola (Grantee) is comprised of older residential and commercial-use subdivisions that lack stormwater management, causing erosion issues and stormwater pollutant runoff into Bayou Chico's aquatic habitats. A mitigation study is needed to evaluate the problem and provide stormwater management and treatment recommendations.

PROJECT DESCRIPTION: The Grantee will conduct a pre-design study to evaluate stormwater runoff problems and identify potential solutions to address flooding and water quality concerns.

Existing data will first be gathered to obtain sufficient information to build the planning level model. Next, a basin delineation map and overlay will be created to show stormwater system configurations and extents. Subsequently, stormwater hydrologic and hydraulic model development will take place with input of the basin delineation map into the latest edition of the stormwater modeling software. Finally, the results of the described modeling efforts will be utilized to identify areas susceptible to erosion and transport of sediment into the Bayou, along with conceptual stormwater treatment projects for those areas.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task # 1: Pre-Design Study

Deliverables: The Grantee will perform a pre-design study of the Bayou Chico Project Focus Area and produce a pre-design report that will detail the scope of the problem in the analysis area, outline design options, and identify the tasks required to complete a resolution to the problem.

Documentation: The Grantee will submit the final pre-design study report..

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Pre-Design Study	Contractual Services	\$37,000	07/01/2021	06/30/2023
Total:			\$37,000		

Figure 1. Project Focus Area



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to addressee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description
Original Agreement	Department of Environmental Protection	2021-2022	37.039	Statewide Surface Water Restoration and Wastewater Projects
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description

Total Award	\$37,000
-------------	----------

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPA0210
Project Title:	
Grantee Name:	
Grantee's Grant Manager:	
Reporting Period:	Select reporting period. Select year.

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Pre-Design Study

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (Original Ink)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

**RESOLUTION
NO. 2022-031**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2022; 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 FUNDS

As Reads	Federal Grants	5,458,662
Amended		
To Read:	Federal Grants	5,495,662
As Reads	Operating Expenses	1,261,909
Amended		
To Read:	Operating Expenses	1,298,909

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**MARCH 2022 - SUPPLEMENTAL BUDGET RESOLUTION - BAYOU CHICO STORMWATER STUDY - GRANT - RES NO. 2022-031**

FUND	AMOUNT	DESCRIPTION
SPECIAL REVENUE FUND		
Estimated Revenues		
Federal Grants	37,000	Increase estimated revenue from Federal Grants
Total Revenues	<u>37,000</u>	
Appropriations		
Operating Expenses	<u>37,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>37,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-031

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-031 - BAYOU CHICO STORMWATER STUDY - GRANT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2022-031:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022, PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Grant funding has been secured through the Florida Department of Environmental Protection (FDEP) Agency for the Bayou Chico Stormwater Study.

These funds were awarded to conduct a mitigation study to evaluate possible erosion and stormwater runoff issues into Bayou Chico.

In essence, these funds allow the City to conduct a study needed to evaluate the problem and provide stormwater management and treatment recommendations. The award of \$37,000 comes from the FDEP which will allow the Grantee to perform a pre-design study of the Bayou Chico Project Focus Area and produce a pre-design report that will detail the scope of the problem in the analysis area, outline design options and identify potential solutions to the problem.

PRIOR ACTION:

None.

FUNDING:

Budget: \$37,000 FDEP

Actual: \$37,000

FINANCIAL IMPACT:

Funding in the amount of \$37,000 is available through competitive grant from FDEP. The FDEP grant will provide Task #1: a pre-design study for Bayou Chico Stormwater Runoff Mitigation Project. Adoption of the Supplemental Budget Resolution will appropriate the Grant funds.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/14/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community Development
Amy Tootle, Director Public Works & Facilities
Brad Hinote, City Engineer

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2022-031
- 2) Supplemental Budget Explanation No. 2022-31
- 3) Agreement No. LPA0210

PRESENTATION: No

**RESOLUTION
NO. 2022-031**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2022; 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 FUNDS

As Reads	Federal Grants	5,458,662
Amended		
To Read:	Federal Grants	5,495,662
As Reads	Operating Expenses	1,261,909
Amended		
To Read:	Operating Expenses	1,298,909

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**MARCH 2022 - SUPPLEMENTAL BUDGET RESOLUTION - BAYOU CHICO STORMWATER STUDY - GRANT - RES NO. 2022-031**

FUND	AMOUNT	DESCRIPTION
SPECIAL REVENUE FUND		
Estimated Revenues		
Federal Grants	37,000	Increase estimated revenue from Federal Grants
Total Revenues	<u>37,000</u>	
Appropriations		
Operating Expenses	<u>37,000</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>37,000</u>	

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project):	Agreement Number:															
Bayou Chico Stormwater Runoff Mitigation Study	LPA0210															
2. Parties																
State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000	(Department)															
Grantee Name: City of Pensacola	Entity Type: Local Government															
Grantee Address: PO Box 12910 Pensacola, Florida 32521	FEID: 59-6000406 (Grantee)															
3. Agreement Begin Date: Upon Execution																
Date of Expiration: December 31, 2023																
4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): Escambia County; Lat/Long (30.407996, -87.248193)															
Project Description: The Grantee will conduct a pre-design study to evaluate stormwater runoff problems and identify potential solutions to address flooding and water quality concerns within the Bayou Chico Project Focus Area.																
5. Total Amount of Funding:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Funding Source?</td> <td style="width: 40%;">Award #s or Line Item Appropriations:</td> <td style="width: 40%;">Amount per Source(s):</td> </tr> <tr> <td><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal</td> <td>LP, GAA, LI 1607A, FY 21-22, GR</td> <td>\$37,000.00</td> </tr> <tr> <td><input type="checkbox"/> State <input type="checkbox"/> Federal</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Grantee Match</td> <td></td> <td></td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Amount of Funding + Grantee Match, if any:</td> <td>\$37,000.00</td> </tr> </table>	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA, LI 1607A, FY 21-22, GR	\$37,000.00	<input type="checkbox"/> State <input type="checkbox"/> Federal			<input type="checkbox"/> Grantee Match			Total Amount of Funding + Grantee Match, if any:		\$37,000.00
Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):														
<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA, LI 1607A, FY 21-22, GR	\$37,000.00														
<input type="checkbox"/> State <input type="checkbox"/> Federal																
<input type="checkbox"/> Grantee Match																
Total Amount of Funding + Grantee Match, if any:		\$37,000.00														
6. Department's Grant Manager																
Name: Michael M. Scheinkman	Grantee's Grant Manager															
or successor	Name: Brad Hinote															
Address: FDEP, Nonpoint Source Management 3900 Commonwealth Blvd., MS 3570 Tallahassee, FL 32399-3000	Address: City of Pensacola PO Box 12910 Pensacola, Florida 32521															
Phone: 850 245 2951	Phone: 850 435 1646															
Email: michael.scheinkman@dep.state.fl.us	Email: bradhinote@cityofpensacola.com															
7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:																
<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements																
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions																
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan																
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements																
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements																
<input type="checkbox"/> Attachment 6: Program-Specific Requirements																
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.																
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)																
<input type="checkbox"/> Additional Attachments (if necessary):																
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form																
<input type="checkbox"/> Exhibit B: Property Reporting Form																
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form																
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants																
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo																
<input type="checkbox"/> Additional Exhibits (if necessary):																

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Pensacola

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Grover C. Robinson, IV - Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Angela Knecht, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Name, DEP Grant Manager

Name, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

Attachment 1

1 of 12

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

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- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0210**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Bayou Chico Stormwater Mitigation Study. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

Attachment 2

1 of 2

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.

The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Bayou Chico Stormwater Runoff Mitigation Study

PROJECT LOCATION: The project will be located in the City of Pensacola within Escambia County; Lat/Long (30.407996, -87.248193). See Figure 1 for Project Focus Area.

PROJECT BACKGROUND: Most of the Bayou Chico neighborhood in the City of Pensacola (Grantee) is comprised of older residential and commercial-use subdivisions that lack stormwater management, causing erosion issues and stormwater pollutant runoff into Bayou Chico's aquatic habitats. A mitigation study is needed to evaluate the problem and provide stormwater management and treatment recommendations.

PROJECT DESCRIPTION: The Grantee will conduct a pre-design study to evaluate stormwater runoff problems and identify potential solutions to address flooding and water quality concerns.

Existing data will first be gathered to obtain sufficient information to build the planning level model. Next, a basin delineation map and overlay will be created to show stormwater system configurations and extents. Subsequently, stormwater hydrologic and hydraulic model development will take place with input of the basin delineation map into the latest edition of the stormwater modeling software. Finally, the results of the described modeling efforts will be utilized to identify areas susceptible to erosion and transport of sediment into the Bayou, along with conceptual stormwater treatment projects for those areas.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task # 1: Pre-Design Study

Deliverables: The Grantee will perform a pre-design study of the Bayou Chico Project Focus Area and produce a pre-design report that will detail the scope of the problem in the analysis area, outline design options, and identify the tasks required to complete a resolution to the problem.

Documentation: The Grantee will submit the final pre-design study report..

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Pre-Design Study	Contractual Services	\$37,000	07/01/2021	06/30/2023
Total:			\$37,000		

Figure 1. Project Focus Area



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to addressee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A				\$	
Federal Program B					
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description
Original Agreement	Department of Environmental Protection	2021-2022	37.039	Statewide Surface Water Restoration and Wastewater Projects
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description

Total Award	\$37,000
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPA0210
Project Title:	
Grantee Name:	
Grantee's Grant Manager:	
Reporting Period:	Select reporting period. Select year.

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Pre-Design Study

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (Original Ink)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00261

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

JOINT PARTICIPATION AGREEMENT BETWEEN STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND CITY OF PENSACOLA - LANDSCAPING OF THE STATE ROAD 289 N 9TH AVE STATE ROAD 742 CREIGHTON ROAD INTERSECTION

RECOMMENDATION:

That City Council authorize the Mayor to execute a joint participation agreement between the State of Florida Department of Transportation and the City of Pensacola for landscaping installation on State Road 289 North 9th Avenue at State Road 742 Creighton Road Intersection, Pensacola, Florida. Further, that City Council adopt a Supplemental Budget Resolution appropriating funding for this project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In an effort to provide beautification within what is currently an unsightly island, grant funding has been secured through the State of Florida Department of Transportation. These JPA grant funds are earmarked for landscape installation that will consist of various types of plantings and ground cover at the intersection of SR 289 & SR 742. A 365-day landscaping establishment warranty will be included.

PRIOR ACTION:

None.

FUNDING:

Budget: \$ 15,000.00 (amount FDOT will reimburse)

Actual: \$ 14,208.45

FINANCIAL IMPACT:

Funding will be provided by the State of Florida Department of Transportation, who shall reimburse

the City of Pensacola in an amount not to exceed **FIFTEEN THOUSAND DOLLARS AND 00/100 DOLLARS (\$15,000)**, for actual costs incurred. The estimated total cost of Landscaping at 9th and Creighton is \$14,208.45.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/15/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Amy Tootle, Director Public Works & Facilities

Brad Hinote, City Engineer

ATTACHMENTS:

- 1) Joint Participation Agreement Project No. 439561-3-58-01
- 2) Supplemental Budget Resolution No.2022-033
- 3) Supplemental Budget Explanation No. 2022-033

PRESENTATION: No

JOINT PARTICIPATION AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF PENSACOLA

Financial Project No.: **439561-3-58-01**
Contract No.: **ASR43**
Vendor No.: **F596000406002**

This Joint Participation Agreement (“Agreement”) is between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, “**DEPARTMENT**,” and the City of PENSACOLA, “**CITY**.” The **DEPARTMENT** and the **CITY** are desirous of having the **CITY** make certain improvements in connection with **Financial Project Identification Number (FP ID) 439561-3-58-01** for landscape improvements in the CITY of PENSACOLA, Florida, State Road 289 North 9TH Avenue at State Road 742 Creighton Road intersection, Pensacola, Florida, herein after referred to as the “**PROJECT**.” The **PROJECT will have an Installation Phase and a Maintenance Phase, which is further described herein.** The **DEPARTMENT** and the **CITY** may sometimes be referred to in this Agreement as a “Party”, and collectively as the “Parties.”

1. The **DEPARTMENT** and the **CITY** have the authority under Section 339.12, Florida Statutes, to enter into this Agreement; and
2. A Roadside Beautification Assistance Program has been created by Section 334.044(26), Florida Statutes, to conserve the natural roadside growth and scenery” and “to provide for the implementation and maintenance of roadside conservation, enhancement, and stabilization programs”; and
3. The **CITY** has certified to the **DEPARTMENT** that it has met the eligibility requirements of said Section 334.044(26), Florida Statutes; and
4. The **DEPARTMENT** shall reimburse the **CITY** for services as further described in this Agreement and in Exhibit “A” Scope of Services, attached and incorporated into this agreement hereto; and
5. The **CITY**, by resolution No. _____, a copy of which is attached hereto as Exhibit “D”, has authorized the Mayor or CITY Official to enter into this Agreement.

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

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. SERVICES AND PERFORMANCE

A. The **CITY** shall be responsible for the preparation of all design plans for the **PROJECT** at **CITY**'s sole expense. Said design plans shall include the design for the installation and maintenance of any and all plants, planting material, and irrigation systems, to be maintained by the **CITY** under this Agreement (the "Plans"). The Plans shall be deemed to be incorporated by this reference into this Agreement upon completion by the **CITY**.

B. The **CITY** shall have the sole responsibility for resolving claims and requests for the addition work for the **PROJECT**. The **CITY** will make best efforts to obtain the **DEPARTMENT'S** input in its decisions.

C. The **CITY** shall furnish the services with which to undertake and complete the **PROJECT**, which shall consist of both an i) Installation Phase and ii) Maintenance Phase, said services being further described in Exhibit "A" to this Agreement.

D. The **CITY** agrees to undertake and complete the **PROJECT** in accordance with all applicable statutes, rules and regulations, including **DEPARTMENT** standards and specifications and in accordance with District Three Landscape Care Guide – Landscape and Irrigation Care along the State Highway System, dated February 4, 2016, as may be amended or revised from time to time ("Landscape Care Guide"), which is hereby incorporated by reference into this Agreement. The **CITY** shall take the necessary steps to ensure the **PROJECT** is completed within state or **CITY** right-of-way, or an appropriate easement has been acquired for off right-of-way actions. The **CITY** shall be responsible for obtaining clearances/permits required for the **PROJECT** from the appropriate permitting authorities.

i). The **CITY** shall obtain a Landscape Permit from the **DEPARTMENT** prior to performing any work under this Agreement.

ii.) If the **PROJECT** requires bore work to be performed, the **CITY** shall obtain a permit from the **DEPARTMENT** prior to performing the bore work.

iii). The **CITY** shall notify the **DEPARTMENT** field office responsible for overseeing the **PROJECT** at least 48 hours prior to beginning work on the **PROJECT**.

E. Upon completion of the Installation Phase of the **PROJECT**, the appropriate **CITY** representative shall certify to the **DEPARTMENT** that the Installation Phase of **PROJECT** has been completed in accordance with the Plans and specifications, and all the terms and conditions of this Agreement. Said certification shall be done by forwarding a completed Certification of Completion form, attached hereto as Exhibit "C," in accordance with Section 11.L. of this Agreement. Completion of the Installation Phase of the **PROJECT** shall be subject to final acceptance and certification by the **DEPARTMENT**.

F. The **DEPARTMENT** will be entitled at all times to be advised as to the status of work being done by the **CITY** and of the details thereof. Therefore, the **CITY** shall provide a

monthly report on the first business day of the month to the **DEPARTMENT** project manager during the Installation Phase.

G. If the **CITY** hires a consultant, it must certify that its consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes).

H. The **CITY** shall not sublet, assign or transfer this Agreement without prior written consent of the **DEPARTMENT**.

I. The **CITY** shall have sole responsibility for maintaining the subject landscaping according to **DEPARTMENT** standards and specifications, as well as stipulations outlined in the Landscape Care Guide. Upon the execution of this Agreement, The **CITY** certifies that it has received a copy of the Landscape Care Guide and agrees to be bound by the terms and conditions contained therein.

J. Upon completion of the Installation Phase of the **PROJECT** by the **CITY**, the **CITY** will assume responsibility for the Maintenance Phase of the **PROJECT**, which includes, irrigation and other related materials identified in the Plans, and will conduct such maintenance as specified in accordance with any maintenance plan identified in the notes of the **PROJECT** Plans, as well as the requirements set forth in the Landscape Care Guide. The **CITY** shall coordinate with the **DEPARTMENT's** District Landscape Project Manager or their designee to inspect the **PROJECT** on a quarterly basis and subsequently make corrections based on each quarterly inspection. In the event the **CITY** fails to maintain the **PROJECT** in accordance with a maintenance schedule and plan, the **DEPARTMENT**, at its option, may perform the required maintenance and the **CITY** shall reimburse the **DEPARTMENT** for the costs.

K. The **CITY**:

i). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **CITY** during the term of the contract; and

ii). Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

8. TERM

A. The **CITY** shall commence the project activities subsequent to the execution of this Agreement and said activities shall be performed in accordance with the following schedule:

i). Installation Phase

The term of the Installation Phase of the **PROJECT** shall commence subsequent

to execution of this Agreement and shall end on the date the **DEPARTMENT** receives from the **CITY** notification and certification of completion of the Installation Phase in accordance with Section 7.E. of this Agreement, or **December 31, 2023**, whichever occurs first. The Installation Phase shall include a 365-day establishment period. If the **CITY** does not complete the Installation Phase of the **PROJECT** by **December 31, 2023**, or within the time granted by means of written extension(s) in accordance with Section 11.J. of this Agreement, then this Agreement will expire on the last day of the scheduled completion of the Installation Phase as provided in this paragraph.

ii). Maintenance Phase

The term of the Maintenance Phase of the **PROJECT** shall commence on the date the **CITY** provides certification of completion of the Installation Phase in accordance with Section 7.E. of this Agreement and shall continue for a period of ten (10) years from that date. This Agreement will expire on the last day of the ten (10) year term of the Maintenance Phase.

iii). Renewal Option

Notwithstanding the foregoing, this Agreement has a renewal option. Upon agreement by the **DEPARTMENT** and the **CITY**, this Agreement may be renewed for a period not to exceed ten (10) years, it being understood that the total number of renewal periods shall not exceed two separate ten (10) year renewals. The renewal(s) will be subject to the same terms and conditions set forth in the original Agreement, as well as any amendments thereto.

9. REIMBURSEMENT AND PAYMENT

A. i) The total cost of the **PROJECT** is estimated at **\$15,000.00**. The **DEPARTMENT** shall reimburse the **CITY** for **one hundred percent (100%)** of the total actual costs directly related to the Installation Phase of the **PROJECT**, in an amount not to exceed **FIFTEEN THOUSAND and 00/100 DOLLARS (\$15,000.00)**, for actual costs incurred. It is understood and agreed to by the Parties that the total reimbursement amount under this Agreement shall not exceed **\$15,000.00**, unless otherwise provided herein or as may be subsequently agreed to by the Parties through the execution of an amendment. The method of compensation is further described in Exhibit "B", which is attached hereto. Any additional costs, such as design costs of the **PROJECT**, costs relating to the Maintenance Phase of the **PROJECT**, or other items not covered by this Agreement, shall be the **CITY's** sole responsibility.

ii) The **CITY** shall submit one invoice (3 copies) plus supporting documentation required by the **DEPARTMENT** to the Department's Landscape Project Manager, 1074 Highway 90, Chipley, FL, 32428, for approval and processing.

iii) The **DEPARTMENT** shall reimburse the **CITY** upon receipt of a properly submitted invoice and all supporting documentation. Supporting documentation shall include a copy of the cancelled check tendered by the **CITY** to the consultant/contractor who performed the work under the **PROJECT**. Supporting documentation shall also include dates of

services and items of work performed on the **PROJECT**.

iv) Invoices shall be submitted by the **CITY** in detail sufficient for a proper pre-audit and post-audit thereof, based on quantifiable, measurable and verifiable deliverables as established in Exhibit "A," Scope of Services Plans when approved by the **DEPARTMENT**. Deliverables must be received and accepted in writing by the **DEPARTMENT's** Project Manager or designee prior to reimbursements.

v) Supporting documentation must establish that the deliverables were received and accepted in writing by the **DEPARTMENT** and must also establish that the required minimum level of service to be performed was met, and that the criteria for evaluating successful completion was met, as specified in Section 7 and Exhibit "A" of this Agreement.

vi) The **CITY** may receive progress payments for deliverables based on a percentage of services that have been completed, approved and accepted to the satisfaction of the **DEPARTMENT** when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon completion of all **PROJECT** services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the **PROJECT** has been inspected, approved and accepted to the satisfaction of the **DEPARTMENT** in writing.

vii) If the schedule for performance exceeds 30 days the **CITY** shall submit invoices to the **DEPARTMENT** at the end of each calendar month. The **CITY** shall prepare and submit monthly invoices to the **DEPARTMENT** in a format acceptable to the **DEPARTMENT**. Optionally, in an extended performance as referred to in this item, the **CITY** may submit one complete invoice in the form and in accordance with the method required in items i), ii), iii), iv), v) and vi) above.

viii) If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

ix) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and post-audit thereof.

x) Travel costs will not be reimbursed.

B. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for ten (10) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred includes the **CITY's** general accounting records and the project records, together with supporting documents and records of the **CITY** and all subcontractors performing work on the **PROJECT**, and all other records of the **CITY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

C. The **DEPARTMENT** during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in

excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

10. TERMINATION AND DEFAULT

A. If the **DEPARTMENT** determines the performance of the **CITY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **CITY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or the **DEPARTMENT** will take whatever action is deemed appropriate by the **DEPARTMENT**.

B. The **DEPARTMENT** may cancel this Agreement in whole or in part at any time the interest of the **DEPARTMENT** requires such termination. The **DEPARTMENT** also reserves the right to terminate or cancel this Agreement in the event the **CITY** shall be placed in either voluntary or involuntary bankruptcy. The **DEPARTMENT** further reserves the right to terminate or cancel this Agreement in the event of an assignment being made for the benefit of creditors. This Agreement may be canceled by the **CITY** upon (60) sixty days written notice to the **DEPARTMENT**.

C. If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **CITY**, the **DEPARTMENT** shall notify the **CITY** of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the **CITY** shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the **DEPARTMENT** and will be turned over promptly by the **CITY**.

11. MISCELLANEOUS

A. Participants (in this document identified as **CITY**) providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has ten (10) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the

Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

B. If a warrant in payment of an invoice is not issued within forty (40) days after receipt of the invoice and receipt, inspection, and approval of the goods and services, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount to the **CITY**. Interest penalties of less than one (1) dollar will not be enforced unless the **CITY** requests payment. Invoices which have to be returned to a **CITY** because of **CITY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.

C. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5509.

D. The **CITY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **CITY** in conjunction with this Agreement. Failure by the **CITY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.

E. The **CITY** shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The **CITY** shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

F. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

G. The **CITY** and the **DEPARTMENT** agree that the **CITY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement.

H. It is understood between the Parties hereto that any part of or the entire **PROJECT** may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the associated state road be widened, altered or otherwise changed to meet with the future criteria or planning of the **DEPARTMENT**. The **DEPARTMENT** shall give the **CITY** notice regarding such removal, relocation or adjustment and the **CITY** shall be allowed sixty (60) calendar days to remove all or part of the **PROJECT** at its own cost. The **CITY** shall own that part of the **PROJECT** it removes. After the sixty (60) calendar day's removal period, the **DEPARTMENT** may remove, relocate or adjust the **PROJECT** as it deems best. Wherever the **CITY** removes a **PROJECT** pursuant to this Agreement, the **CITY** shall restore the surface of the affected portion of the **PROJECT'S** premises to the same safe and trafficable condition as existed prior to installation of such **PROJECT**.

I. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement. Venue of any judicial proceedings arising out of this Agreement shall be in Escambia County, Florida.

J. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions herein, nor any extension of time for completion of any phase of the PROJECT, shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

K. **PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

L. Any and all notices, reports, invoices, and certifications required pursuant to the terms of this Agreement shall be sent by First Class United States Mail to the addresses listed below; provided, however, that the **DEPARTMENT** may, by written authorization to the **CITY**, allow for a separate means of notification:

DEPARTMENT
Dustie Moss, District Landscape
Florida Department of Transportation
1074 Highway 90
Chipley, FL 32428

CITY

Mr. David Forte, Deputy City Administrator
City of PENSACOLA
222 West Main Street
Pensacola, FL 32502

M. The **DEPARTMENT** and the **CITY** agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

N. The **CITY** agrees to comply with requirements set forth in Section 334.044(26), Florida Statutes.

O. This Agreement shall become effective on the last date of a signature by a Party.

The remainder of this page intentionally left blank

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

CITY OF PENSACOLA, FLORIDA

ATTEST: _____(SEAL)
CLERK

BY: _____
TITLE: _____
DATE: _____

CITY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____(SEAL)
EXECUTIVE SECRETARY

BY: _____
DIRECTOR OF
TRANSPORTATION
OPERATIONS
DATE: _____

LEGAL REVIEW:

OFFICE OF GENERAL COUNSEL

Exhibit "A"
Landscaping of State Road 289 N 9TH Ave. at State Road 742 Creighton Road Intersection
SCOPE OF SERVICES

FP ID: 439561-3-58-01

Project Description: Landscape design of State Road 289 North 9TH Avenue at State Road 742 Creighton Road intersection, Pensacola, Florida

Project Name: LANDSCAPING AT 9TH AND CREIGHTON

Item #	Brief Description	Qty	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$750.00	750.00
2	Traffic Control	1	LS	\$650.00	650.00
3	Irrigation Complete (Baylen to Clubbs Street)	1	LS	\$750.00	750.00
4	Lagerstroemia Indica 'Natchez'(Natchez Crape Myrtle	2	EA	\$300.00	600.00
5	Quercus Virginiana(Cathedral Live Oak)DBH '5"- '6"C	5	EA	\$665.00	3,325.00
6	Dietes 'Bicolor'(Yellow African Iris)'1" Gallon full	132	EA	\$3.75	495.00
7	Dianella Caerulea 'Variegated Flax Lily	72	EA	\$15.55	1,119.60
8	Rhaphiolepis Indica (Indian Hawthorne) '3" Gallon Full	187	EA	\$10.40	1,944.80
9	Serenoa Repens(Saw Palmetto)'3" Gallon; Partial '30"	93	EA	\$17.85	1,660.05
10	Trachelospermum Asiaticum(Asian Jasmine)'1" Gallon	30	EA	\$7.00	210.00
11	24" Root Barrier	359	LF	\$6.50	2,333.50
12	Pine Straw Mulch-'3" Depth	19	CY	\$19.50	370.50
	TOTAL:				14,208.45

Summary: The project will consist of various types of plantings and pine straw along the intersection of SR 289 & SR 742 intersection.

A 365-day establishment warranty will be included.

Total Project Estimate = \$15,000.00

The project design, set-backs, planting, etc. are subject to change pending FDOT design approval. Proposed plantings are also subject to change during construction based on availability, and subject to FDOT approval.

**EXHIBIT “B”
Method of Compensation**

FP ID: 439561-3-58-01

Landscaping of State Road 289 N 9TH Ave. at State Road 742 Creighton Road Intersection

For satisfactory completion of all services related to the purchase of the plant materials, fertilizer, and the cost for labor associated with the installation of the planting detailed in Exhibit “A” Scope of Services of this Agreement, the **DEPARTMENT** shall reimburse the **CITY** in an amount not to exceed **FIFTEEN THOUSAND and 00/100 DOLLARS (\$15,000.00)**, for actual costs incurred.

The **CITY** may receive progress payments for actual costs incurred for deliverables based on a percentage of services that have been completed, approved and accepted to the satisfaction of the **DEPARTMENT** when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon completion of all **PROJECT** services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the **PROJECT** has been inspected, approved and accepted to the satisfaction of the **DEPARTMENT** in writing.

**EXHIBIT “C”
Certification of Completion**

FP ID: 439561-3-58-01

Landscaping of State Road 289 N 9TH Ave. at State Road 742 Creighton Road Intersection

CERTIFICATION OF COMPLETION

JOINT PARTICIPATION AGREEMENT

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and CITY OF PENSACOLA

**PROJECT DESCRIPTION: Landscaping of State Road 289 N 9TH Ave. at State Road 742
Creighton Road Intersection, Pensacola, Florida**

FINANCIAL MANAGEMENT ID# 439561-3-58-01

In accordance with the terms and conditions of the JOINT PARTICIPATION AGREEMENT,
the undersigned hereby provides notification that the Installation Phase of Project under this
Agreement is complete as of _____, 2022.

By: _____

Name: _____

Title: _____

**Exhibit “D”
RESOLUTION**

FP ID: 439561-3-58-01

**Landscaping of State Road 289 N 9TH Ave. at State Road 742 Creighton Road Intersection
Pensacola, Florida**

**RESOLUTION
NO. 2022-033**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. GENERAL FUND

As Reads	State Reimbursements	972,395
Amended		
To Read:	State Reimbursements	987,395
As Reads	Operating Expenses	16,141,877
Amended		
To Read:	Operating Expenses	16,156,877

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

Legal in form and valid as drawn:

City Attorney

THE CITY OF PENSACOLA**APRIL 2022 - SUPPLEMENTAL BUDGET RESOLUTION - JPA LANDSCAPE AGREEMENT - RES NO. 2022-033**

FUND	AMOUNT	DESCRIPTION
GENERAL FUND		
Estimated Revenues		
State Reimbursement Agreements	15,000	Increase appropriation for State Reimbursements
Total Revenues	<u>15,000</u>	
Appropriations		
Operating Expenses	15,000	Increase appropriation for Operating Expenses
Total Appropriations	<u>15,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-033

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-033 - JOINT PARTICIPATION AGREEMENT - LANDSCAPING OF THE STATE ROAD 289 N 9TH AVE AT STATE ROAD 742 CREIGHTON ROAD INTERSECTION

RECOMMENDATION:

That the City Council adopt Supplemental Budget Resolution No. 2022-033:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In an effort to provide beautification within what is currently an unsightly island, grant funding has been secured through the State of Florida Department of Transportation. These JPA grant funds are earmarked for landscape installation that will consist of various types of plantings and pine straw along the intersection of SR 289 & SR 742 intersection. A 365-day establishment warranty will be included.

PRIOR ACTION:

None

FUNDING:

Budget: \$15,000.00 FDOT

Actual: \$14,208.45

FINANCIAL IMPACT:

Funding will be provided by the State of Florida Department of Transportation, who shall reimburse

the City of Pensacola in an amount not to exceed **FIFTEEN THOUSAND DOLLARS AND 00/1000 DOLLARS (\$15,000)**, for actual costs incurred. The estimated total cost of Landscaping at 9th and Creighton is \$14,208.45.

LEGAL REVIEW ONLY BY CITY ATTORNEY:

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community Development

Amy Tootle, Director Public Works & Facilities

Brad Hinote, City Engineer

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2022-033
- 2) Supplemental Budget Explanation No. 2022-033
- 3) Joint Participation Agreement Project No. 439561-3-58-01

PRESENTATION: No

**RESOLUTION
NO. 2022-033**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. GENERAL FUND

As Reads	State Reimbursements	972,395
Amended		
To Read:	State Reimbursements	987,395
As Reads	Operating Expenses	16,141,877
Amended		
To Read:	Operating Expenses	16,156,877

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

Legal in form and valid as drawn:

City Attorney

THE CITY OF PENSACOLA**APRIL 2022 - SUPPLEMENTAL BUDGET RESOLUTION - JPA LANDSCAPE AGREEMENT - RES NO. 2022-033**

FUND	AMOUNT	DESCRIPTION
GENERAL FUND		
Estimated Revenues		
State Reimbursement Agreements	15,000	Increase appropriation for State Reimbursements
Total Revenues	<u>15,000</u>	
Appropriations		
Operating Expenses	15,000	Increase appropriation for Operating Expenses
Total Appropriations	<u>15,000</u>	

JOINT PARTICIPATION AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF PENSACOLA

Financial Project No.: **439561-3-58-01**
Contract No.: **ASR43**
Vendor No.: **F596000406002**

This Joint Participation Agreement (“Agreement”) is between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, “**DEPARTMENT**,” and the City of PENSACOLA, “**CITY**.” The **DEPARTMENT** and the **CITY** are desirous of having the **CITY** make certain improvements in connection with **Financial Project Identification Number (FP ID) 439561-3-58-01** for landscape improvements in the **CITY** of PENSACOLA, Florida, State Road 289 North 9TH Avenue at State Road 742 Creighton Road intersection, Pensacola, Florida, herein after referred to as the “**PROJECT**.” The **PROJECT** will have an **Installation Phase and a Maintenance Phase, which is further described herein**. The **DEPARTMENT** and the **CITY** may sometimes be referred to in this Agreement as a “Party”, and collectively as the “Parties.”

1. The **DEPARTMENT** and the **CITY** have the authority under Section 339.12, Florida Statutes, to enter into this Agreement; and
2. A Roadside Beautification Assistance Program has been created by Section 334.044(26), Florida Statutes, to conserve the natural roadside growth and scenery” and “to provide for the implementation and maintenance of roadside conservation, enhancement, and stabilization programs”; and
3. The **CITY** has certified to the **DEPARTMENT** that it has met the eligibility requirements of said Section 334.044(26), Florida Statutes; and
4. The **DEPARTMENT** shall reimburse the **CITY** for services as further described in this Agreement and in Exhibit “A” Scope of Services, attached and incorporated into this agreement hereto; and
5. The **CITY**, by resolution No. _____, a copy of which is attached hereto as Exhibit “D”, has authorized the Mayor or CITY Official to enter into this Agreement.

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

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. **SERVICES AND PERFORMANCE**

A. The **CITY** shall be responsible for the preparation of all design plans for the **PROJECT** at **CITY's** sole expense. Said design plans shall include the design for the installation and maintenance of any and all plants, planting material, and irrigation systems, to be maintained by the **CITY** under this Agreement (the "Plans"). The Plans shall be deemed to be incorporated by this reference into this Agreement upon completion by the **CITY**.

B. The **CITY** shall have the sole responsibility for resolving claims and requests for the addition work for the **PROJECT**. The **CITY** will make best efforts to obtain the **DEPARTMENT'S** input in its decisions.

C. The **CITY** shall furnish the services with which to undertake and complete the **PROJECT**, which shall consist of both an i) Installation Phase and ii) Maintenance Phase, said services being further described in Exhibit "A" to this Agreement.

D. The **CITY** agrees to undertake and complete the **PROJECT** in accordance with all applicable statutes, rules and regulations, including **DEPARTMENT** standards and specifications and in accordance with District Three Landscape Care Guide – Landscape and Irrigation Care along the State Highway System, dated February 4, 2016, as may be amended or revised from time to time ("Landscape Care Guide"), which is hereby incorporated by reference into this Agreement. The **CITY** shall take the necessary steps to ensure the **PROJECT** is completed within state or **CITY** right-of-way, or an appropriate easement has been acquired for off right-of-way actions. The **CITY** shall be responsible for obtaining clearances/permits required for the **PROJECT** from the appropriate permitting authorities.

i). The **CITY** shall obtain a Landscape Permit from the **DEPARTMENT** prior to performing any work under this Agreement.

ii.) If the **PROJECT** requires bore work to be performed, the **CITY** shall obtain a permit from the **DEPARTMENT** prior to performing the bore work.

iii). The **CITY** shall notify the **DEPARTMENT** field office responsible for overseeing the **PROJECT** at least 48 hours prior to beginning work on the **PROJECT**.

E. Upon completion of the Installation Phase of the **PROJECT**, the appropriate **CITY** representative shall certify to the **DEPARTMENT** that the Installation Phase of **PROJECT** has been completed in accordance with the Plans and specifications, and all the terms and conditions of this Agreement. Said certification shall be done by forwarding a completed Certification of Completion form, attached hereto as Exhibit "C," in accordance with Section 11.L. of this Agreement. Completion of the Installation Phase of the **PROJECT** shall be subject to final acceptance and certification by the **DEPARTMENT**.

F. The **DEPARTMENT** will be entitled at all times to be advised as to the status of work being done by the **CITY** and of the details thereof. Therefore, the **CITY** shall provide a

monthly report on the first business day of the month to the **DEPARTMENT** project manager during the Installation Phase.

G. If the **CITY** hires a consultant, it must certify that its consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes).

H. The **CITY** shall not sublet, assign or transfer this Agreement without prior written consent of the **DEPARTMENT**.

I. The **CITY** shall have sole responsibility for maintaining the subject landscaping according to **DEPARTMENT** standards and specifications, as well as stipulations outlined in the Landscape Care Guide. Upon the execution of this Agreement, The **CITY** certifies that it has received a copy of the Landscape Care Guide and agrees to be bound by the terms and conditions contained therein.

J. Upon completion of the Installation Phase of the **PROJECT** by the **CITY**, the **CITY** will assume responsibility for the Maintenance Phase of the **PROJECT**, which includes, irrigation and other related materials identified in the Plans, and will conduct such maintenance as specified in accordance with any maintenance plan identified in the notes of the **PROJECT** Plans, as well as the requirements set forth in the Landscape Care Guide. The **CITY** shall coordinate with the **DEPARTMENT's** District Landscape Project Manager or their designee to inspect the **PROJECT** on a quarterly basis and subsequently make corrections based on each quarterly inspection. In the event the **CITY** fails to maintain the **PROJECT** in accordance with a maintenance schedule and plan, the **DEPARTMENT**, at its option, may perform the required maintenance and the **CITY** shall reimburse the **DEPARTMENT** for the costs.

K. The **CITY**:

i). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **CITY** during the term of the contract; and

ii). Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

8. TERM

A. The **CITY** shall commence the project activities subsequent to the execution of this Agreement and said activities shall be performed in accordance with the following schedule:

i). Installation Phase

The term of the Installation Phase of the **PROJECT** shall commence subsequent

to execution of this Agreement and shall end on the date the **DEPARTMENT** receives from the **CITY** notification and certification of completion of the Installation Phase in accordance with Section 7.E. of this Agreement, or **December 31, 2023**, whichever occurs first. The Installation Phase shall include a 365-day establishment period. If the **CITY** does not complete the Installation Phase of the **PROJECT** by **December 31, 2023**, or within the time granted by means of written extension(s) in accordance with Section 11.J. of this Agreement, then this Agreement will expire on the last day of the scheduled completion of the Installation Phase as provided in this paragraph.

ii). Maintenance Phase

The term of the Maintenance Phase of the **PROJECT** shall commence on the date the **CITY** provides certification of completion of the Installation Phase in accordance with Section 7.E. of this Agreement and shall continue for a period of ten (10) years from that date. This Agreement will expire on the last day of the ten (10) year term of the Maintenance Phase.

iii). Renewal Option

Notwithstanding the foregoing, this Agreement has a renewal option. Upon agreement by the **DEPARTMENT** and the **CITY**, this Agreement may be renewed for a period not to exceed ten (10) years, it being understood that the total number of renewal periods shall not exceed two separate ten (10) year renewals. The renewal(s) will be subject to the same terms and conditions set forth in the original Agreement, as well as any amendments thereto.

9. REIMBURSEMENT AND PAYMENT

A. i) The total cost of the **PROJECT** is estimated at **\$15,000.00**. The **DEPARTMENT** shall reimburse the **CITY** for **one hundred percent (100%)** of the total actual costs directly related to the Installation Phase of the **PROJECT**, in an amount not to exceed **FIFTEEN THOUSAND and 00/100 DOLLARS (\$15,000.00)**, for actual costs incurred. It is understood and agreed to by the Parties that the total reimbursement amount under this Agreement shall not exceed **\$15,000.00**, unless otherwise provided herein or as may be subsequently agreed to by the Parties through the execution of an amendment. The method of compensation is further described in Exhibit "B", which is attached hereto. Any additional costs, such as design costs of the **PROJECT**, costs relating to the Maintenance Phase of the **PROJECT**, or other items not covered by this Agreement, shall be the **CITY's** sole responsibility.

ii) The **CITY** shall submit one invoice (3 copies) plus supporting documentation required by the **DEPARTMENT** to the Department's Landscape Project Manager, 1074 Highway 90, Chipley, FL, 32428, for approval and processing.

iii) The **DEPARTMENT** shall reimburse the **CITY** upon receipt of a properly submitted invoice and all supporting documentation. Supporting documentation shall include a copy of the cancelled check tendered by the **CITY** to the consultant/contractor who performed the work under the **PROJECT**. Supporting documentation shall also include dates of

services and items of work performed on the **PROJECT**.

iv) Invoices shall be submitted by the **CITY** in detail sufficient for a proper pre-audit and post-audit thereof, based on quantifiable, measurable and verifiable deliverables as established in Exhibit "A," Scope of Services Plans when approved by the **DEPARTMENT**. Deliverables must be received and accepted in writing by the **DEPARTMENT's** Project Manager or designee prior to reimbursements.

v) Supporting documentation must establish that the deliverables were received and accepted in writing by the **DEPARTMENT** and must also establish that the required minimum level of service to be performed was met, and that the criteria for evaluating successful completion was met, as specified in Section 7 and Exhibit "A" of this Agreement.

vi) The **CITY** may receive progress payments for deliverables based on a percentage of services that have been completed, approved and accepted to the satisfaction of the **DEPARTMENT** when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon completion of all **PROJECT** services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the **PROJECT** has been inspected, approved and accepted to the satisfaction of the **DEPARTMENT** in writing.

vii) If the schedule for performance exceeds 30 days the **CITY** shall submit invoices to the **DEPARTMENT** at the end of each calendar month. The **CITY** shall prepare and submit monthly invoices to the **DEPARTMENT** in a format acceptable to the **DEPARTMENT**. Optionally, in an extended performance as referred to in this item, the **CITY** may submit one complete invoice in the form and in accordance with the method required in items i), ii), iii), iv), v) and vi) above.

viii) If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

ix) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and post-audit thereof.

x) Travel costs will not be reimbursed.

B. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for ten (10) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred includes the **CITY's** general accounting records and the project records, together with supporting documents and records of the **CITY** and all subcontractors performing work on the **PROJECT**, and all other records of the **CITY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

C. The **DEPARTMENT** during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in

excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

10. TERMINATION AND DEFAULT

A. If the **DEPARTMENT** determines the performance of the **CITY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **CITY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or the **DEPARTMENT** will take whatever action is deemed appropriate by the **DEPARTMENT**.

B. The **DEPARTMENT** may cancel this Agreement in whole or in part at any time the interest of the **DEPARTMENT** requires such termination. The **DEPARTMENT** also reserves the right to terminate or cancel this Agreement in the event the **CITY** shall be placed in either voluntary or involuntary bankruptcy. The **DEPARTMENT** further reserves the right to terminate or cancel this Agreement in the event of an assignment being made for the benefit of creditors. This Agreement may be canceled by the **CITY** upon (60) sixty days written notice to the **DEPARTMENT**.

C. If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **CITY**, the **DEPARTMENT** shall notify the **CITY** of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the **CITY** shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the **DEPARTMENT** and will be turned over promptly by the **CITY**.

11. MISCELLANEOUS

A. Participants (in this document identified as **CITY**) providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has ten (10) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the

Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

B. If a warrant in payment of an invoice is not issued within forty (40) days after receipt of the invoice and receipt, inspection, and approval of the goods and services, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount to the **CITY**. Interest penalties of less than one (1) dollar will not be enforced unless the **CITY** requests payment. Invoices which have to be returned to a **CITY** because of **CITY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.

C. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5509.

D. The **CITY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **CITY** in conjunction with this Agreement. Failure by the **CITY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.

E. The **CITY** shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The **CITY** shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

F. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

G. The **CITY** and the **DEPARTMENT** agree that the **CITY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement.

H. It is understood between the Parties hereto that any part of or the entire **PROJECT** may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the associated state road be widened, altered or otherwise changed to meet with the future criteria or planning of the **DEPARTMENT**. The **DEPARTMENT** shall give the **CITY** notice regarding such removal, relocation or adjustment and the **CITY** shall be allowed sixty (60) calendar days to remove all or part of the **PROJECT** at its own cost. The **CITY** shall own that part of the **PROJECT** it removes. After the sixty (60) calendar day's removal period, the **DEPARTMENT** may remove, relocate or adjust the **PROJECT** as it deems best. Wherever the **CITY** removes a **PROJECT** pursuant to this Agreement, the **CITY** shall restore the surface of the affected portion of the **PROJECT'S** premises to the same safe and trafficable condition as existed prior to installation of such **PROJECT**.

I. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement. Venue of any judicial proceedings arising out of this Agreement shall be in Escambia County, Florida.

J. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions herein, nor any extension of time for completion of any phase of the PROJECT, shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

K. **PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

L. Any and all notices, reports, invoices, and certifications required pursuant to the terms of this Agreement shall be sent by First Class United States Mail to the addresses listed below; provided, however, that the **DEPARTMENT** may, by written authorization to the **CITY**, allow for a separate means of notification:

DEPARTMENT

Dustie Moss, District Landscape
Florida Department of Transportation
1074 Highway 90
Chipley, FL 32428

CITY

Mr. David Forte, Deputy City Administrator
City of PENSACOLA
222 West Main Street
Pensacola, FL 32502

M. The **DEPARTMENT** and the **CITY** agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

N. The **CITY** agrees to comply with requirements set forth in Section 334.044(26), Florida Statutes.

O. This Agreement shall become effective on the last date of a signature by a Party.

The remainder of this page intentionally left blank

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

CITY OF PENSACOLA, FLORIDA

ATTEST: _____(SEAL)
CLERK

BY: _____
TITLE: _____
DATE: _____

CITY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____(SEAL)
EXECUTIVE SECRETARY

BY: _____
DIRECTOR OF
TRANSPORTATION
OPERATIONS
DATE: _____

LEGAL REVIEW:

OFFICE OF GENERAL COUNSEL

Exhibit "A"
Landscaping of State Road 289 N 9TH Ave. at State Road 742 Creighton Road Intersection
SCOPE OF SERVICES

FP ID: 439561-3-58-01

Project Description: Landscape design of State Road 289 North 9TH Avenue at State Road 742 Creighton Road intersection, Pensacola, Florida

Project Name: LANDSCAPING AT 9TH AND CREIGHTON

Item #	Brief Description	Qty	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$750.00	750.00
2	Traffic Control	1	LS	\$650.00	650.00
3	Irrigation Complete (Baylen to Clubbs Street)	1	LS	\$750.00	750.00
4	Lagerstroemia Indica 'Natchez'(Natchez Crape Myrtle	2	EA	\$300.00	600.00
5	Quercus Virginiana(Cathedral Live Oak)DBH '5"- '6"C	5	EA	\$665.00	3,325.00
6	Dietes 'Bicolor'(Yellow African Iris)'1" Gallon full	132	EA	\$3.75	495.00
7	Dianella Caerulea 'Variegated Flax Lily	72	EA	\$15.55	1,119.60
8	Rhaphiolepis Indica (Indian Hawthorne) '3" Gallon Full	187	EA	\$10.40	1,944.80
9	Serenoa Repens(Saw Palmetto)'3" Gallon; Partial '30"	93	EA	\$17.85	1,660.05
10	Trachelospermum Asiaticum(Asian Jasmine)'1" Gallon	30	EA	\$7.00	210.00
11	24" Root Barrier	359	LF	\$6.50	2,333.50
12	Pine Straw Mulch-'3" Depth	19	CY	\$19.50	370.50
	TOTAL:				14,208.45

Summary: The project will consist of various types of plantings and pine straw along the intersection of SR 289 & SR 742 intersection.

A 365-day establishment warranty will be included.

Total Project Estimate = \$15,000.00

The project design, set-backs, planting, etc. are subject to change pending FDOT design approval. Proposed plantings are also subject to change during construction based on availability, and subject to FDOT approval.

**EXHIBIT “B”
Method of Compensation**

FP ID: 439561-3-58-01

Landscaping of State Road 289 N 9TH Ave. at State Road 742 Creighton Road Intersection

For satisfactory completion of all services related to the purchase of the plant materials, fertilizer, and the cost for labor associated with the installation of the planting detailed in Exhibit “A” Scope of Services of this Agreement, the **DEPARTMENT** shall reimburse the **CITY** in an amount not to exceed **FIFTEEN THOUSAND and 00/100 DOLLARS (\$15,000.00)**, for actual costs incurred.

The **CITY** may receive progress payments for actual costs incurred for deliverables based on a percentage of services that have been completed, approved and accepted to the satisfaction of the **DEPARTMENT** when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon completion of all **PROJECT** services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the **PROJECT** has been inspected, approved and accepted to the satisfaction of the **DEPARTMENT** in writing.

**EXHIBIT “C”
Certification of Completion**

FP ID: 439561-3-58-01

Landscaping of State Road 289 N 9TH Ave. at State Road 742 Creighton Road Intersection

CERTIFICATION OF COMPLETION

JOINT PARTICIPATION AGREEMENT

Between

THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
and CITY OF PENSACOLA

PROJECT DESCRIPTION: **Landscaping of State Road 289 N 9TH Ave. at State Road 742
Creighton Road Intersection, Pensacola, Florida**

FINANCIAL MANAGEMENT ID# 439561-3-58-01

In accordance with the terms and conditions of the JOINT PARTICIPATION AGREEMENT,
the undersigned hereby provides notification that the Installation Phase of Project under this
Agreement is complete as of _____, 2022.

By: _____

Name: _____

Title: _____

**Exhibit “D”
RESOLUTION**

FP ID: 439561-3-58-01

**Landscaping of State Road 289 N 9TH Ave. at State Road 742 Creighton Road Intersection
Pensacola, Florida**



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 22-00284

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

DECLARATION OF SURPLUS AND DISPOSITION (SALE) OF REAL PROPERTY - CORNER OF LEONARD AND PALAFOX STREETS

RECOMMENDATION:

That City Council declare as surplus a small portion of the real property located at the corner of Leonard and Palafox Streets (Parcel Ref No. 182S305001000000) and authorize the Mayor to dispose of this portion of the parcel via direct negotiation with the State of Florida Department of Transportation (FDOT) per their Purchase Agreement for the right of way acquisition. Also, that City Council waive section 3 of the Policy for Disposition of City-Owned Real Property regarding the pre-disposition notice to property owners within a 300-ft radius of the subject parcel. Finally, that City Council authorize the Mayor to take all actions necessary and execute any documents related to the disposition and sale of this property.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The real property located at the corner of Leonard and Palafox Streets is one of several adjacent parcels totaling the 19.23 acres of the Palafox Field Services Center. This improved parcel is approximately 8.86 acres and is zoned C-3.

In late February, FDOT notified the City of its intent to acquire a small portion of the easternmost section of the parcel for the installation of a steel mast arm assembly for traffic lights at the corner of Leonard and Palafox Streets. The portion needed by FDOT is 293 sf (less than 1/100th acre) directly on the corner of the parcel, outside of the fenceline of the Palafox Field Services Center, and the loss will not impact operations.

Staff determined the offer of \$6,400 for the acquisition to be sufficient. The proceeds of the sale will be utilized for the installation of a Miovision traffic control and monitoring device at the same location, as on other lights along the Palafox corridor.

Per Council policy regarding disposition, no historical findings requiring the retention of this parcel were identified, nor is the property waterfront or with a water view. Notices have not been mailed out at this time to property owners within a 300-ft radius of the subject parcel but can be post-disposition.

The request for a waiver of the pre-disposition mailout is due to the FDOT use of the disposed property and the composition of the 36 radial property owners, with at least 29 denoted as local government, commercial, church, and vacant residential.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

The proceeds of the sale will be deposited into the LOST Fund and utilized for the installation of a Miovision traffic control and monitoring device at the same location, as on other lights along the Palafox corridor.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/14/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator

David Forte, Deputy City Administrator - Community & Development

Amy Lovoy, Finance Director

ATTACHMENTS:

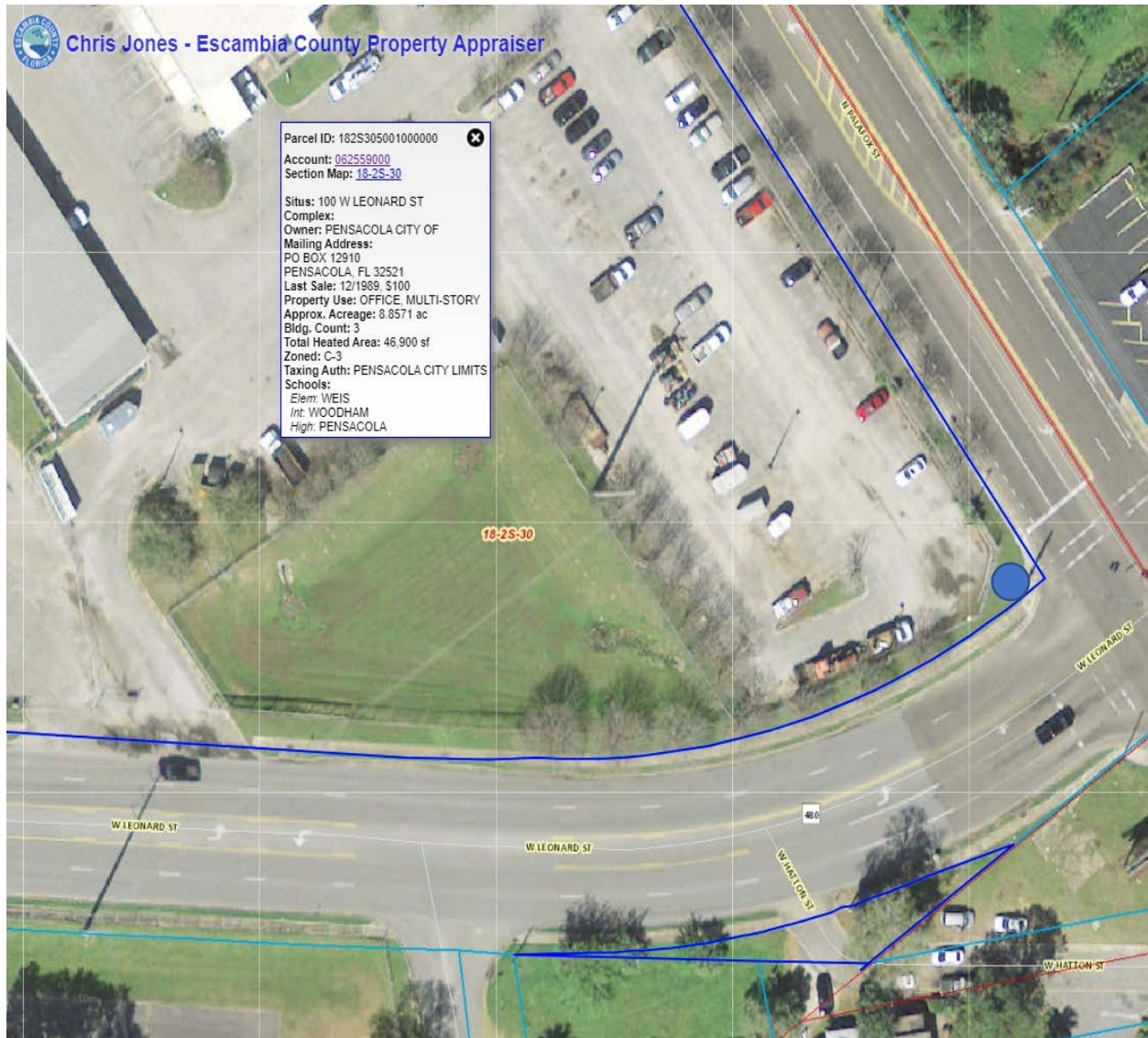
- 1) Aerial and Parcel Info - Portion of Palafox Field Services Center
- 2) FDOT Letter with ROW Map - Feb 24, 2022
- 3) FDOT Purchase Agreement - March 10, 2022

PRESENTATION: No



Chris Jones - Escambia County Property Appraiser

Parcel ID: 182S305001000000
Account: 062559000
Section Map: 18-2S-30
Situated: 100 W LEONARD ST
Complex:
Owner: PENSACOLA CITY OF
Mailing Address:
PO BOX 12910
PENSACOLA, FL 32521
Last Sale: 12/1989, \$100
Property Use: OFFICE, MULTI-STORY
Approx. Acreage: 0.8571 ac
Bldg. Count: 3
Total Heated Area: 46,900 sf
Zoned: C-3
Taxing Auth: PENSACOLA CITY LIMITS
Schools:
Elem: WEIS
Int: WOODHAM
High: PENSACOLA





Chris Jones Escambia County Property Appraiser

Real Estate Search

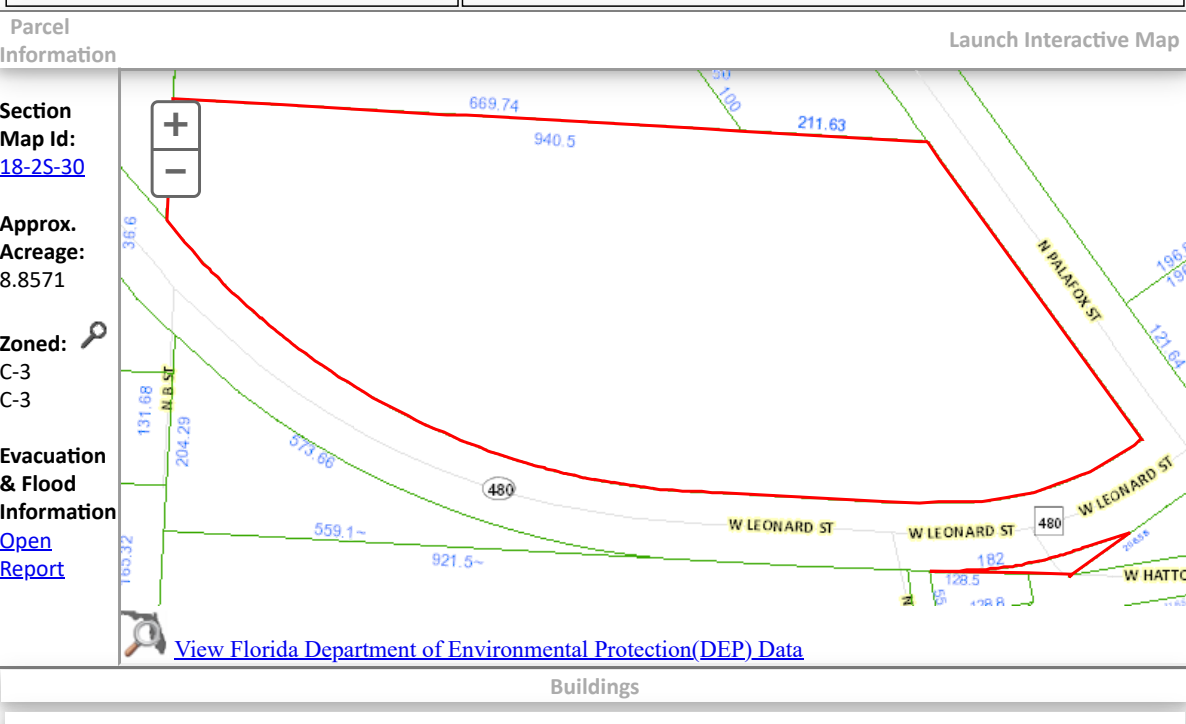
Tangible Property Search

Sale List

Nav. Mode ☒ Account ☐ Parcel ID

[Printer Friendly Version](#)

General Information		Assessments				
Parcel ID:	182S305001000000	Year	Land	Imprv	Total	Cap Val
Account:	062559000	2021	\$212,563	\$2,436,405	\$2,648,968	\$2,648,968
Owners:	PENSACOLA CITY OF	2020	\$212,563	\$2,410,558	\$2,623,121	\$2,623,121
Mail:	PO BOX 12910 PENSACOLA, FL 32521	2019	\$196,900	\$2,317,946	\$2,514,846	\$2,514,846
Situs:	100 W LEONARD ST	Disclaimer				
Use Code:	OFFICE, MULTI-STORY	Market Value Breakdown Letter				
Taxing Authority:	PENSACOLA CITY LIMITS	Tax Estimator				
Tax Inquiry:	Open Tax Inquiry Window	Download Income & Expense Survey				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						
Sales Data		2021 Certified Roll Exemptions				
Sale Date	Book Page Value Type	MUNICIPAL OWNED				
		Legal Description				
		BEG AT SW COR OF MAURA GRANT AND N LI OF SEC 19 S 33 DEG W 3 13/100 CHNS N 85 DEG 35 MIN W 18 25/100 CHNS N 1 DEG E 7...				
		Extra Features				
		ASPHALT PAVEMENT				
		CHAINLINK FENCE				
		CONCRETE WALKS				
		LIGHTS				



Structural Elements

DECOR/MILLWORK-AVERAGE

DWELLING UNITS-0

EXTERIOR WALL-METAL-MODULAR

FLOOR COVER-VINYL ASBESTOS

FOUNDATION-SLAB ON GRADE

HEAT/AIR-CENTRAL H/AC

INTERIOR WALL-DRYWALL-PLASTER

NO. PLUMBING FIXTURES-8


NO. STORIES-1

ROOF COVER-METAL/MODULAR

ROOF FRAMING-STEEL TRUSS/FRM

STORY HEIGHT-14

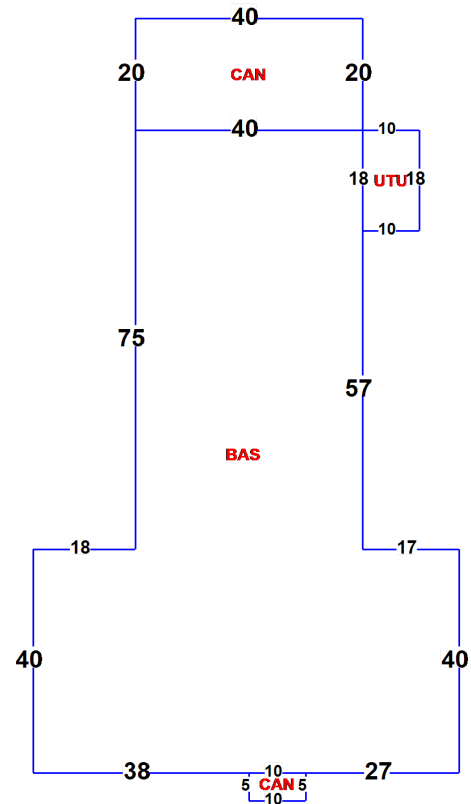
STRUCTURAL FRAME-RIGID FRAME

 Areas - 7030 Total SF

BASE AREA - 6000

CANOPY - 850

UTILITY UNF - 180



Structural Elements

DECOR/MILLWORK-AVERAGE

DWELLING UNITS-1

EXTERIOR WALL-METAL-MODULAR

FLOOR COVER-CONCRETE-FINISH

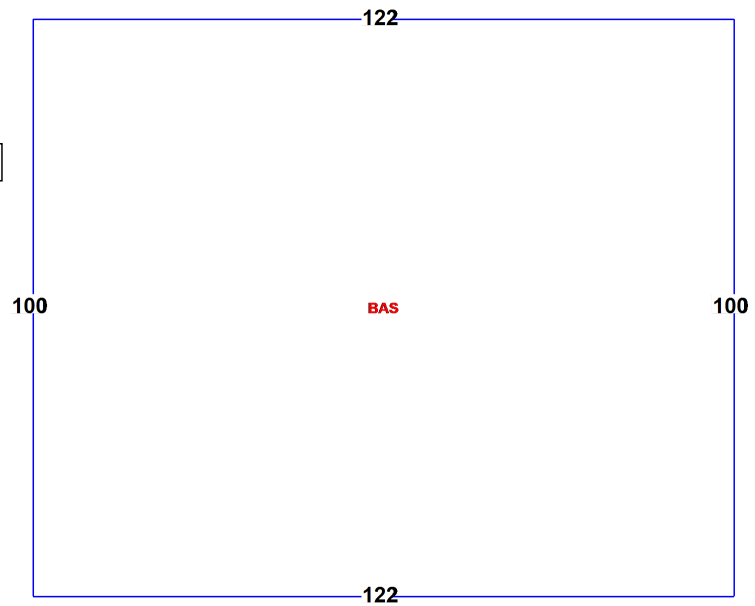
FOUNDATION-SLAB ON GRADE

HEAT/AIR-NONE

INTERIOR WALL-UNFINISHED

NO. STORIES-1
 ROOF COVER-METAL/MODULAR
 ROOF FRAMING-STEEL TRUSS/FRM
 STORY HEIGHT-20
 STRUCTURAL FRAME-RIGID FRAME

Areas - 12200 Total SF
 BASE AREA - 12200

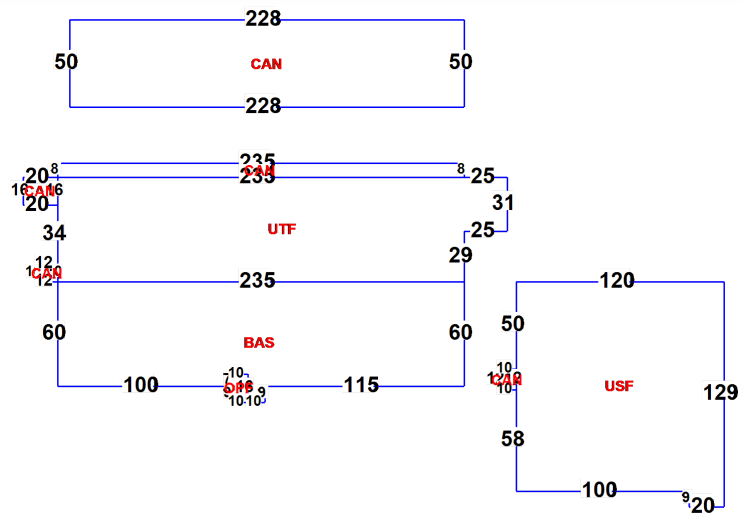


Address:2757 N PALAFOX ST, Year Built: 1998, Effective Year: 1998, PA Building ID#: 79979

Structural Elements

DECOR/MILLWORK-AVERAGE
 DWELLING UNITS-0
 EXTERIOR WALL-METAL-MODULAR
 FLOOR COVER-CARPET
 FOUNDATION-SLAB ON GRADE
 HEAT/AIR-CENTRAL H/AC
 INTERIOR WALL-DRYWALL-PLASTER
 NO. PLUMBING FIXTURES-18
 NO. STORIES-2
 ROOF COVER-METAL/MODULAR
 ROOF FRAMING-STEEL TRUSS/FRM
 STORY HEIGHT-12
 STRUCTURAL FRAME-RIGID FRAME

Areas - 57575 Total SF
 BASE AREA - 14120
 CANOPY - 13840
 OPEN PORCH FIN - 160
 UPPER STORY FIN - 14580
 UTILITY FIN - 14875



Images



6/12/2018 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:03/10/2022 (tc.6379)



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1074 Highway 90
Chipley, FL 32428

KEVIN J. THIBAUT, P.E.
SECRETARY

NOTICE TO OWNER

February 24, 2022

City of Pensacola
PO Box 12910
Pensacola, FL 32521

Dear Property Owner,

ITEM/SEGMENT #:	4325681
MANAGING DISTRICT:	03
F.A.P. #:	N/A
STATE ROAD #:	95
COUNTY:	Escambia
PARCEL #:	100

The Florida Department of Transportation is planning the following improvement of the above referenced transportation facility:

Install Steel Mast Arm Assemblies

Our research shows you own property needed for this project. This letter, along with the enclosed pamphlet entitled **Acquisition Process**, explains your rights and options and the process we must follow by law in acquiring your property. The following enclosed documents identify the property that is needed:

Right of Way Map & Legal Description

If you no longer own this property, please refer to the enclosed questionnaire.

We recognize that a proposed transportation project, particularly one which requires the acquisition of private property, will usually result in many questions and concerns. Please be assured you will have sufficient time to have your questions answered, to consider and understand your rights, options and responsibilities, and make all necessary arrangements. Throughout this process, we will do our best to ensure your questions are answered, that you are treated fairly and receive all of the rights you are guaranteed by law, and that you receive a fair price for your property.

Under Federal and State law, you are entitled to certain rights and protections when the State must acquire real estate from you. The following is a summary of your rights:

- You may accompany the Department's appraiser when your property is inspected as part of the process for valuing your property.
- You may obtain copies of the Department's appraisal, right of way maps and construction plans.
- We will make a written offer to you to purchase your property and will negotiate with you, in good faith, to reach a mutually acceptable purchase price.
- If we cannot agree on a purchase price, we will not file a condemnation lawsuit until at least 30 days after you receive our initial written offer.
- You will receive no less than full compensation for the property acquired. Full compensation includes, the value of the real estate acquired together with damages, if any, to your remaining property.
- You may be eligible for relocation assistance benefits if you are required to move or move personal possessions from the property we acquire.
- You may receive reimbursement for reasonable attorney fees and other reasonable costs you incur for appraisal and other services associated with the Department's acquisition.

Your rights and options are more fully explained in the enclosed pamphlet entitled **Acquisition Process**. We encourage you to read this pamphlet carefully and contact us if you have any questions.

You may be contacted by attorneys, appraisers or others requesting a commitment from you to use their services in dealing with the Department. As previously mentioned, the Department will pay for certain types of services. However, by law, there are limitations placed on what the Department can pay. We encourage you to contact us and allow us to fully explain our reimbursement process.


Over the coming months, you will be contacted by various Department representatives who will schedule property inspections, assess your relocation needs, and negotiate with you for the purchase of your property. If you have questions about any aspect of our acquisition process or if you have information that would help us to determine a fair value for your property or help us provide service to you, please let them know. Regardless of whether or not we reach an agreement on the purchase of your property, we will do our best to be sensitive and responsive to your needs.

I encourage you to fill out and return the enclosed questionnaire in the postage-paid envelope provided. This information will help us begin working with you to reach a mutually acceptable settlement for your property. If you experience any problems, please do not hesitate to contact:

HDR Engineering, Inc.
25 W. Cedar Street
Suite 200
Pensacola, FL 32502
850-429-8919

(561) 779-3788 cell

Sincerely,



Clay Saunders
District Right of Way Manager
By: Donna Neeley, Consultant Right of Way
HDR Engineering, Inc.

Enclosures:

Questionnaire
Return Envelope
Legal Description (and/or right of way map)
Acquisition Process Pamphlet
CC: Records Management

Received by: _____

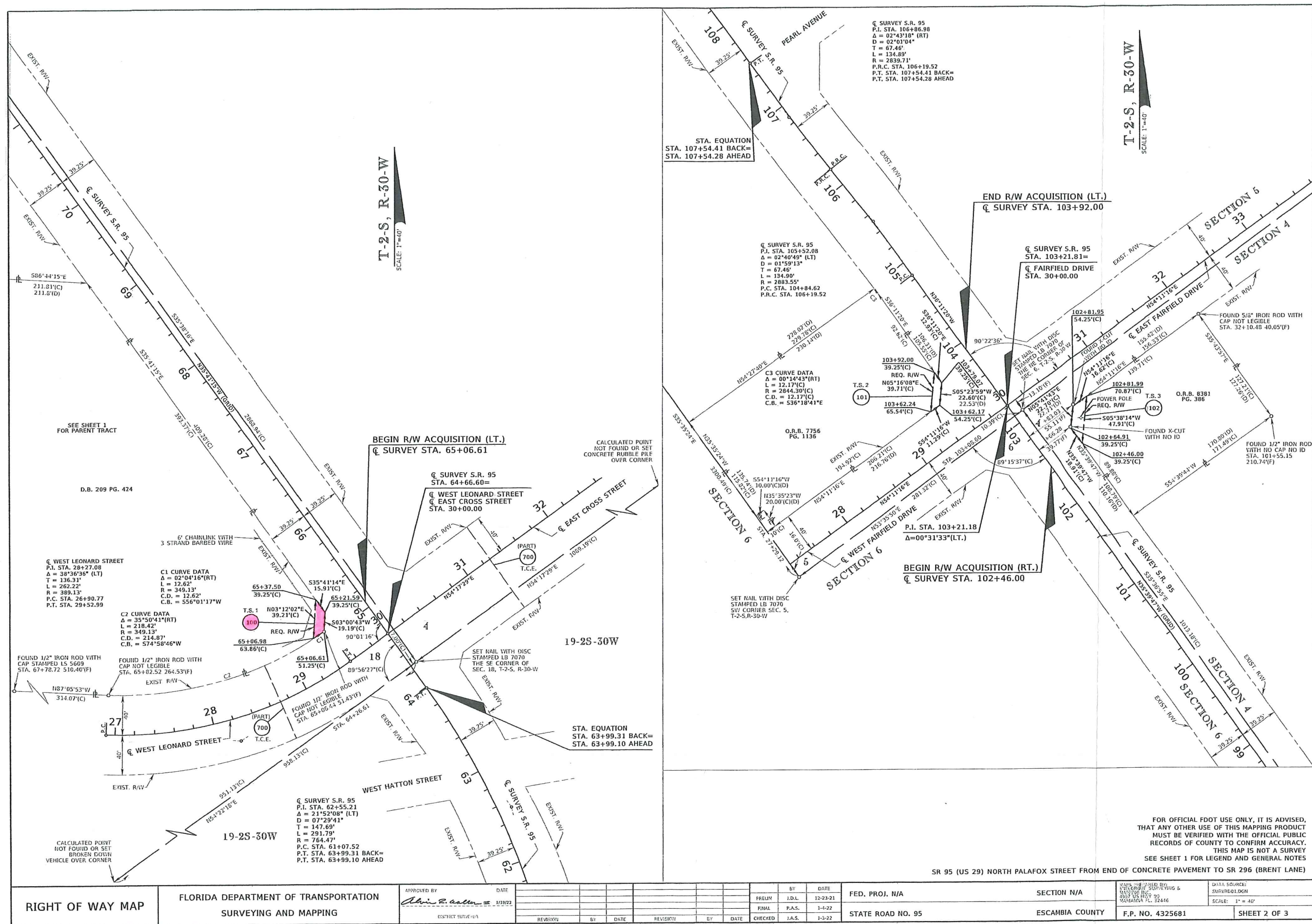
Certified Mail Number: 7019 1520 0002 4203 2231

Date: _____

LEGAL DESCRIPTION
PARCEL 100

Commence at a nail and disk (LB 7070) marking the southeast corner of Section 18, Township 2 South, Range 30 West, Escambia County, Florida; thence South $54^{\circ}22'18''$ West (Grid) 7.00 feet, along the south boundary line of said Section 18 to the existing centerline of survey of State Road 95, as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. #4325681 (said map being on file at F.D.O.T. District 3 Office, Chipley Florida); thence North $35^{\circ}41'15''$ West 80.00 feet, along said centerline; thence departing said centerline, run South $54^{\circ}18'45''$ West 51.25 feet to the intersection of the westerly right of way line of State Road 95 with the northerly right of way line of Leonard Street and POINT OF BEGINNING, said iron rod being on a non-tangent curve to the right (concave northwesterly); thence departing said westerly right of way line and from a tangent bearing of South $54^{\circ}59'09''$ West, run southwest along the northerly right of way line and said curve, having a radius of 349.13 feet, for an arc distance of 12.62 feet, through a central angle of $02^{\circ}04'16''$, having a chord bearing and distance of South $56^{\circ}01'17''$ West 12.62 feet; thence departing said northerly right of way line, run North $03^{\circ}12'02''$ East 39.21 feet to a point on the westerly right of way line of said State Road 95; thence South $35^{\circ}41'14''$ East 15.91 feet, along said westerly right of way line; thence South $03^{\circ}00'43''$ West 19.19 feet, along said Westerly right of way line to the POINT OF BEGINNING.

Containing 293 square feet, more or less, and being in Section 18, Township 2 South, Range 30 West, Escambia County, Florida.



PURCHASE AGREEMENT

ITEM SEGMENT NO.: 4325681
DISTRICT: 3
FEDERAL PROJECT NO.: N/A
STATE ROAD NO.: S.R. 95
COUNTY: Escambia
PARCEL NO.: 100

Seller: City of Pensacola

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property:

(a) **Estate Being Purchased:** ☒ Fee Simple ☐ Permanent Easement ☐ Temporary Easement ☐ Leasehold

(b) **Real Property Described As:** Part of Section 18, Township 2 South, Range 30 West, Escambia County, Florida, containing 293 square feet more or less. Property ID#:182S305001000000.

(c) **Personal Property:** N/A

(d) **Outdoor Advertising Structure(s) Permit Number(s):** N/A

Buildings, Structures, Fixtures and Other Improvements Owned By Others: N/A

These items are **NOT** included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a) **Real Property**

Land	1. \$ <u>5,400.00</u>
Improvements	2. \$ <u>1,000.00</u>
Real Estate Damages (Severance/Cost-to-Cure)	3. \$ <u>0.00</u>

Total Real Property 4. \$ 6,400.00

(b) **Total Personal Property** 5. \$ 0.00

(c) **Fees and Costs**

Attorney Fees	6. \$ <u>0.00</u>
Appraiser Fees	7. \$ <u>0.00</u>

_____ Fee(s)

Total Fees and Costs 9. \$ 0.00

(d) **Total Business Damages** 10. \$ 0.00

(e) **Total of Other Costs** 11. \$ 0.00

List: _____

Total Purchase Price (Add Lines 4, 5, 9, 10 and 11) \$ 6,400.00

Total Global Settlement Amount

(f) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing \$ 6,400.00

(g) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer upon surrender of possession or _____ \$ _____

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: Buyer and Seller agree there are no fees, costs or business damage claims associated with this Agreement.

- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with **Section 286.23, Florida Statutes**.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- ☐ There is an addendum to this agreement. Page _____ is made a part of this agreement.
☒ There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

Seller(s)

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Buyer

State of Florida Department of Transportation

BY: _____
Signature Date

Type or Print Name and Title

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this ____ day of _____, ____.

BY: _____
Signature Type or Print Name and Title

Legal Review: _____
Date

Type or Print Name and Title

ADDITIONAL SIGNATURES

SELLER(S):

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

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Signature Date

Type or Print Name

Signature Date

Type or Print Name



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2022-035

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2022-035 - DISPOSITION (SALE) OF REAL PROPERTY - CORNER OF LEONARD AND PALAFOX STREETS

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2022-035:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The real property located at the corner of Leonard and Palafox Streets is one of several adjacent parcels totaling the 19.23 acres of the Palafox Field Services Center. This improved parcel is approximately 8.86 acres and is zoned C-3.

In late February, FDOT notified the City of its intent to acquire a small portion of the easternmost section of the parcel for the installation of a steel mast arm assembly for traffic lights at the corner of Leonard and Palafox Streets. The portion needed by FDOT is 293 sf (less than 1/100th acre) directly on the corner of the parcel, outside of the fenceline of the Palafox Field Services Center, and the loss will not impact operations.

Staff determined the offer of \$6,400 for the acquisition to be sufficient. The proceeds of the sale will be utilized for the installation of a Miovision traffic control and monitoring device at the same location, as on other lights along the Palafox corridor.

Per Council policy regarding disposition, no historical findings requiring the retention of this parcel were identified, nor is the property waterfront or with a water view. Notices have not been mailed out at this time to property owners within a 300-ft radius of the subject parcel but can be post-disposition. The request for a waiver of the pre-disposition mailout is due to the FDOT use of the disposed property and the composition of the 36 radial property owners, with at least 29 denoted as local government, commercial, church, and vacant residential.

PRIOR ACTION:

N/A

FUNDING:

N/A

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will appropriate the proceeds of the sale into the LOST fund for the purchase and installation of a Miovision traffic control and monitoring device at the location, as on other lights along the Palafox corridor.

LEGAL REVIEW ONLY BY CITY ATTORNEY: Yes

3/15/2022

STAFF CONTACT:

Kerrith Fiddler, City Administrator
David Forte, Deputy City Administrator - Community & Development
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2022-035
- 2) Supplemental Budget Explanation No. 2022-035

PRESENTATION: No

**RESOLUTION
NO. 2022-035**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2022; 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. LOCAL OPTION SALES TAX FUND

As Reads	Sale of Assets	0
Amended		
To Read:	Sale of Assets	6,400
As Reads	Capital Outlay	21,975,200
Amended		
To Read:	Capital Outlay	21,981,600

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**MARCH 2022 - SUPPLEMENTAL BUDGET RESOLUTION - SALE OF REAL PROPERTY - CORNER OF LEONARD AND PALAFOX STREETS - RES NO. 2022.**

FUND	AMOUNT	DESCRIPTION
LOCAL OPTION SALES TAX FUND		
Estimated Revenues		
Sale of Assets	6,400	Increase estimated revenue from Sale of Assets
Total Revenues	<u>6,400</u>	
Appropriations		
Capital Outlay	<u>6,400</u>	Increase appropriation for Capital Outlay
Total Appropriations	<u>6,400</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 06-22

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

PROPOSED ORDINANCE NO. 06-22 - AMENDING SECTION 3-1-8 - ADDING PROVISIONS FOR THE PURCHASE OF OUTSIDE LEGAL SERVICES

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 06-22 on first reading:

AN ORDINANCE AMENDING SECTION 3-1-8 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ADDING PROVISIONS FOR THE PURCHASE OF OUTSIDE LEGAL SERVICES; PROVIDING FOR SEVERABILITY, REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Currently there are no specific guidelines regulating how and when departments, staff, the City Attorney or the Mayor may purchase outside legal services. The amendments to Section 3-1-8 of the Code of the City of Pensacola provides that the City's director of finance review payments for outside legal services and that purchase of legal services exceeding \$25,000 in a fiscal year be reported to City Council. These amendments will assure greater transparency and accountability in the expenditures of funds for professional services.

PRIOR ACTION:

July 17, 2014 - A similar item was brought before City Council and passed unanimously.

July 18, 2014 - City Council was notified that the Mayor was exercising his/her Veto Powers pursuant to City Charter Article V, Section 4.01(a)(10)

August 28, 2014 - City Council failed to override the Mayor's Veto of this item with 4 assenting and 5 dissenting.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 06-22

PRESENTATION: No

PROPOSED
ORDINANCE NO. 06-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 3-1-8 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; ADDING PROVISIONS FOR PURCHASE OF OUTSIDE LEGAL SERVICES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 3-1-8 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 3-1-8. Payment of Claims.

- (a) Subject to the provisions of subsection 1-1-1(c), no claim against the city shall be paid except those certified by the director of the appropriate department or his or her designee, and by means authorized by the director of finance. The director of finance shall cause to have examined all payrolls, bills and other claim and demands against the city and shall issue no payment unless he/she finds that the claim is in proper form, including, with regard to legal services, that the purchase of such services complies with subsection 3-3-2, is correctly computed and duly certified; and that it is justly and legally due and payable, that an appropriation has been made therefor which has not been exhausted, and that the payment has been otherwise legally authorized; and that there is money in the city treasury to make payment. He/she may require any claimant to make oath to the validity of a claim. He/she may investigate any claim, and for that purpose may examine witnesses under oath, and if he/she finds a claim to be fraudulent, erroneous or otherwise invalid, he/she shall not issue payment therefor.
- (b) The City Attorney shall report all purchases of outside legal services to the City Council when such services to a single vendor exceeds \$25,000 during any fiscal year, and he/she shall provide a quarterly update to Council for all additional purchases of legal services from the vendor.

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 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.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 08-22

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

PROPOSED ORDINANCE NO. 08-22 - AMENDING SECTION 3-3-1 REGULATING CONTRACTING AND PURCHASE OF LEGAL SERVICES

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 08-22 on first reading:

AN ORDINANCE AMENDING SECTION 3-3-1 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; REGULATING CONTRACTING AND PURCHASE OF LEGAL SERVICES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE

HEARING REQUIRED: No Hearing Required

SUMMARY:

Currently within this code section there are no specific guidelines regulating how and when departments, staff, the City Attorney or the Mayor may purchase outside legal services. The amendments to the Code of the City of Pensacola Section 3-3-1 provides that the city attorney approve the purchasing of outside legal services and such services be evidenced by a contract or similar binding document. These amendments will assure greater transparency and accountability in the expenditures of funds for professional services.

PRIOR ACTION:

July 17, 2014 - City Council passed a similar code section amendment unanimously.

July 18, 2014 - City Council was notified that the Mayor exercised his/her veto powers as provided in City Charter Section 4.01(a)(10).

August 28, 2014 - City Council failed to override the Mayor's veto with 4 members assenting and 5 members dissenting

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 08-22

PRESENTATION: No

PROPOSED
ORDINANCE NO. 08-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 3-3-1 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; REGULATING CONTRACTING AND PURCHASE OF LEGAL SERVICES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

(a) Definitions.

- (1) Commodity means any of the various supplies, materials, equipment, goods, merchandise and all other personal property purchased, leased or otherwise contracted for by the city.
- (2) Invitation to bid means a written solicitation for sealed competitive bids with the title, date, and hour of the public bid opening designated and specifically defining the commodity, group of commodities or services for which bids are sought. It includes instructions prescribing all conditions for bidding and shall be distributed to all prospective bidders simultaneously. The invitation to bid is normally used when the city is capable of specifically defining the scope of work for which a contractual service is required or when the city is capable of establishing precise specifications defining the actual commodity or group of commodities required.
- (3) Request for proposals means a written solicitation for sealed proposals with the title, date, and hour of the public opening designated. The request for proposals is normally used when it would be difficult for the city to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the city is requesting that a qualified vendor propose a commodity, group of commodities or contractual service to meet the needs of the city. A request for proposals should include, but is not limited to, general information, applicable laws and rules, functional or general specifications, statement of work, proposed instructions, and evaluation criteria. Requests for proposals should state the relative importance of price and any other evaluation criteria.

(4) Purchases of commodities and services. The purchase of commodities and services that have been specifically adopted in the annual budget within a program of a department, division, office or similar or appropriated by council may be contracted for or purchased by the mayor without further action of council. Subject to the authority granted in subsections (c) and (d), below, regarding tier one city certified small business enterprises, the purchase of or contracting for commodities or services in an amount exceeding twenty-five thousand dollars (\$25,000.00), that has not been specifically adopted in the annual budget or appropriated by council, must be approved by council prior to purchase or contract. All contracts for commodities or services that exceed a term of three years shall be approved by the City Council.

(5) Services means all purchases other than commodities.

(b) Purchases of commodities and services. The purchase of commodities and services that have been specifically adopted in the annual budget or appropriated by council may be contracted for or purchased by the mayor without further action of council. Subject to the authority granted in subsections (c) and (d), below, regarding tier one city certified small business enterprises, and subject to the provisions of subsections (i), (j) and (k) below, regarding legal services, the purchase of or contracting for commodities or services in an amount exceeding twenty-five thousand dollars (\$25,000.00), that has not been specifically adopted in the annual budget or appropriated by council, must be approved by council prior to purchase or contract.

(c) Public works and improvements. Any public work or improvement may be executed either by contract, or by direct labor, as may be determined by the council; if the cost does not exceed twenty-five thousand dollars (\$25,000.00), or does not exceed one-hundred thousand dollars (\$100,000.00) if contracting with a tier one city certified small business enterprise (SBE), the mayor may make the determination. Before authorizing the direct execution of any work or improvement costing more than twenty-five thousand dollars (\$25,000.00), or one hundred thousand dollars (\$100,000.00) if contracting with a tier one city-certified small business enterprise (SBE), detailed plans and estimates shall be submitted to the council by the mayor unless the council does not require same. Contracts for public work in excess of twenty-five thousand dollars (\$25,000.00), or one hundred thousand dollars (\$100,000.00) if contracting with a tier one city-certified small business enterprise (SBE), shall be signed by the mayor after approval thereof by the city council. When the invitation to bid procedure is utilized, contracts for all such works or improvements at an estimated cost in excess of twenty-five thousand dollars (\$25,000.00), or one-hundred thousand dollars (\$100,000.00) if contracting with a tier one city certified small business enterprise (SBE) or more shall be awarded to the lowest and best responsible bidder after such public advertisement and competition as may be prescribed by ordinance and there shall

be a separate accounting for each work or improvement so executed. The mayor shall have the authority to reject all bids and advertise again. Contract advertisements shall contain a reservation of the foregoing right.

- (d) The mayor has the authority to award all contracts for the purchase of commodities and services with a value not in excess of twenty-five thousand dollars (\$25,000.00), or one-hundred thousand dollars (\$100,000.00) if contracting with a tier one city certified small business enterprise (SBE) without competitive bids. Whenever the purchase of commodities or services with an estimated cost in excess of twenty-five thousand dollars (\$25,000.00), or one-hundred thousand dollars (\$100,000.00) if contracting with a tier one city certified small business enterprise (SBE) is contemplated by the city, the council shall reserve the option to utilize the invitation to bid procedure, request for proposals, informal quotes or to authorize the mayor to negotiate, depending upon which alternative is deemed by the council to be in the best interest of the city.
- (e) The mayor has the authority to award all contracts for the purchase of commodities and services with a value not in excess of twenty-five thousand dollars (\$25,000.00), or one-hundred thousand dollars (\$100,000.00) if contracting with a tier one city certified small business enterprise (SBE) without competitive bids. Whenever the purchase of commodities or services with an estimated cost in excess of twenty-five thousand dollars (\$25,000.00), or one-hundred thousand dollars (\$100,000.00) if contracting with a tier one city certified small business enterprise (SBE) is contemplated by the city, the council shall reserve the option to utilize the invitation to bid procedure, request for proposals, informal quotes or to authorize the mayor to negotiate, depending upon which alternative is deemed by the council to be in the best interest of the city.
- (f) Nothing contained herein shall be construed to prevent the city from purchasing commodities and/or services under the provisions of state purchasing contracts pursuant to F.S. § 287.042(2), as the same may be amended from time to time, from vendors at federal contract prices, and from any vendor so long as purchases are at or below listed state/federal contract price; from contracts of other municipal governments or other governmental agencies or political subdivisions providing the vendor extends the same terms and conditions of the contract to the city; or from purchasing specialized items from sole source vendors without competitive bids.
- (g) The mayor is hereby authorized to enter into any contract for services or make purchases of commodities that do not exceed twenty-five thousand dollars (\$25,000.00), or one-hundred thousand dollars (\$100,000.00) if contracting with a tier one city certified small business enterprise (SBE), in any twelve-month period. The twelve-month period limitation applies to the purchase of commodities or services from a single vendor for the same project.
- (h) All purchases are subject to availability of funds in the city's budget.

- (i) All purchases of legal services through private attorneys, law firms or any other entity shall be confirmed by the city attorney. All employees, staff, department heads, the Mayor or his designee shall submit a confirmation statement in writing to the City Attorney which shall include:
 - (i) The nature of the legal services to be provided and the issues involved,
 - (ii) The reasons that private legal services are needed rather than those of the City Attorney,
 - (iii) The estimated number of hours for the work and the estimated total contract amount for the purchase of the legal services.
- (j) The City Attorney shall review all confirmation statements for outside legal services and shall acknowledge receipt of the statement within 5 working days. The City Attorney shall maintain records of all such confirmation statements.
- (k) All contracts for purchases of outside legal services shall be in writing and shall be reviewed by the City Attorney. Such contracts shall be signed by the Mayor, and shall describe, among other things, the vendor, the type and scope of the work to be done, the fees to be charged and the department or other city office or division or other organizational unit of city government paying for the services.

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 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.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 14-22

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri Myers

SUBJECT:

PROPOSED ORDINANCE NO. 14-22 - CREATING SECTION 2-3-5 OF CITY CODE - APPLICATION OF CERTAIN CHEMICALS IN CITY FACILITIES WHILE OPEN TO THE PUBLIC PROHIBITED AND REQUIREMENTS FOR SAFETY DATA

RECOMMENDATION:

That City Council approve proposed Ordinance No. 14-22 on first reading:

AN ORDINANCE CREATING SECTION 2-3-5 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; APPLICATION OF CERTAIN CHEMICALS IN CITY FACILITIES WHILE OPEN TO THE PUBLIC PROHIBITED AND REQUIREMENTS FOR SAFETY DATA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The purpose of this ordinance is to protect the public from exposure to pesticides and fumigates that potentially can harm human health, especially vulnerable individuals such as those who are allergic to either the active or inactive (inert) chemicals in such products, those who are at higher risk from exposure including pregnant women, children immune compromised and elderly individuals.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Any costs associated with a contractor (when used) working after hours.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 14-22

PRESENTATION: No

PROPOSED
ORDINANCE NO. 14-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 2-3-5 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; APPLICATION OF CERTAIN CHEMICALS IN CITY FACILITIES WHILE OPEN TO THE PUBLIC PROHIBITED AND REQUIREMENTS FOR SAFETY DATA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is estimated that 55 million adults across America have a chemical sensitivity or multiple chemical sensitivity (MCS); and

WHEREAS, MCS is considered by some to be a medical disorder triggered by exposures to chemicals, electromagnetic forces, or other environmental triggers; and

WHEREAS, symptoms of MCS may include headaches, rashes, asthma, muscle and joint aches, fatigue, memory loss and confusions; and

WHEREAS, exposure to certain chemicals may cause reactions similar to those experienced with allergies; and

WHEREAS, courts, on a case by case basis have found MCS as a qualifying disability under the American's with Disabilities Act; and

WHEREAS, City Council finds that certain measures should be taken in an effort to protect the citizens and visitors to our city facilities.

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

SECTION 1. Section 2-3-5 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 2-3-5. Application of certain chemicals in City facilities while open to the public.

- (a) The application of pesticides, fumigants, and other chemicals known to be toxic to human health is prohibited within city facilities during normal business hours when open to the public and employees.

(b) The City shall post to the City website, for public inspection, the safety data sheets for any chemical used within a city facility.

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 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.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 15-22

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Delarian Wiggins

SUBJECT:

PROPOSED ORDINANCE NO. 15-22 - AMENDING CITY CODE SECTION 11-2-50 - RELATED TO METERED PARKING SPACES AND RATES

RECOMMENDATION:

That City Council approve proposed Ordinance No. 15-22 on first reading:

AN ORDINANCE AMENDING CHAPTER 11-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING SECTION 11-2-50, PROVIDING TIME LIMITS AND RATES FOR PARKING IN METERED SPACES; FINES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Currently the City parking rates are set at .50¢ per hour with the first 30 minutes being free. Private parking rates range from \$1.50 - \$10.00 per hour.

A review of parking within the City shows that 79% of City parking is free all of the time, 95% of City parking is free after 7 p.m. and 100% of parking is free on Sunday's and National Holidays.

The city's parking inventory shows On-Street -- +/- 4,500 spaces, Off-Street -- +/- 3,000 spaces and paid parking -- +/- 1, 600 spaces, with 9 city lots and 1 city garage. While the private parking inventory shows Private spaces -- +/- 14,600 spaces with 16 Private/Public paid lots and 1 Private/Public paid garage.

According to the 2019 Global Parking Index, the Nation Average Parking rates for 2-hr off street parking are:

United States -- \$9.68

Ecuador - \$1.69

South Africa - \$1.69

Lithuania -\$1.54

India - .18¢

In 2018 Dr. Donald Shoup, a Distinguished Research Professor in the Department of Urban Planning at UCLA made a presentation at Civicon. Dr. Shoup's research has focused on parking, transportation, public finance and land economics. During the presentation Dr. Shoup outlined a top 3 priorities:

1. Charge the Right Price for Curb Parking
2. Establish Parking Revenue Benefits
3. Reduce or Remove off-street parking requirements.

One of the recommendations made was to adjust the hourly parking rate to .75¢ - \$1.00 per hour.

A rate comparison to other communities can be found within the attached presentation.

This item seeks to raise the parking rate from .50¢ per hour to \$1.00 per hour.

PRIOR ACTION:

April 11, 1985 - City Council set the parking rate at .10¢ per hour via Ordinance No. 11-85

August 17, 2000 - City Council raised the parking rate to .25¢ per hour via Ordinance No. 34-00

September 24, 2020 - City Council raised the parking rate to .50¢ per hour via Ordinance No. 31-20

FUNDING:

N/A

FINANCIAL IMPACT:

Additional revenue based on increase parking fees.

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 15-22
- 2) Parking Presentation

PRESENTATION: No

PROPOSED
ORDINANCE NO. 15-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING CHAPTER 11-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING SECTION 11-2-50, PROVIDING TIME LIMITS AND RATES FOR PARKING IN METERED SPACES; FINES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 11-2-50 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 11-2-50. - Time limits and rates for parking in regulated spaces; fines.

The rate for parking in ~~on-street~~ metered parking spaces within the City ~~regulated parking spaces within the city~~ shall be ~~\$0.50~~ \$1.00 per hour. No vehicle may be parked in any such space without the owner or an occupant thereof making payment to the parking control device for the full period during which the vehicle is parked in such space; provided, however, no vehicle may park in any such space for longer than the maximum time permitted by the parking control device.

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 Downtown Parking

Downtown Parking



Parking History

- ❖ Late 1800's - Automobile invented
- ❖ 1896 - First American made gasoline automobile sold
- ❖ 1895 - 2,500 American manufactured vehicles sold
- ❖ 1927 - 15 million vehicles sold
- ❖ July 1935 - First meter installed in Oklahoma City (rate \$0.05 per hr.)
- ❖ 1940 - More than 140,000 parking meters operating in the U.S.

Carl C. Magee invented the Park-o-Meter to solve the issue of a lack of sufficient parking space for the rapidly increasing number of automobiles crowding into the downtown business district each day. While retailers loved the meters, as they encouraged a quick turnover of cars—and potential customers—and drivers were forced to accept them as a practical necessity for regulating parking. The meters inspired immediate debate over the pros and cons of coin-regulated parking. Indignant opponents of the meters considered paying for parking un-American, as it forced drivers to pay what amounted to a tax on their cars, depriving them of their money without due process of law.

Downtown Parking Inventory

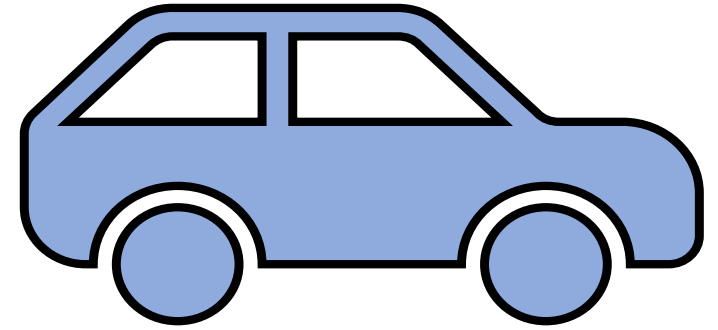
City Parking Inventory

- On- Street = +/- 4,500 spaces
- Off - Street = +/- 3,000
- Paid Parking = +/- 1,600 spaces
- City Lots = 9
- City Garages = 1

Private Parking Inventory

- Private Spaces = +/- 14,600 spaces
- Private / Public Paid Lots = 16
- Private / Public Paid Garages = 1

Note: spaces and rates exclude boat ramps and city parks



City Parking Rates

- City Parking Rate = \$0.50 per hour w/1st 30min free
(Excludes Special Event Rates)
- 79% of City parking is free all the time
- 95% of City parking is free after 7pm
- 100% of parking is free on Sunday's & National Holiday's

Private Parking Rates

- Rates = \$1.50 - \$10.00 per hour
(Excludes Special Event Rates)

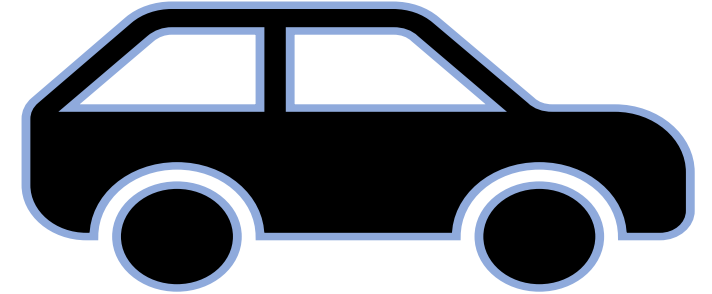
National Average Parking Rates

** 2019 Global Parking Index**

2-hr Off-Street Avg. Rate

- **United States = \$9.68**
- **Ecuador = \$1.69**
- **South Africa = \$1.69**
- **Lithuania = \$1.54**
- **India = \$0.18**

*Note: spaces and rates exclude boat ramps and city parks**



City Hourly Rate Timeline

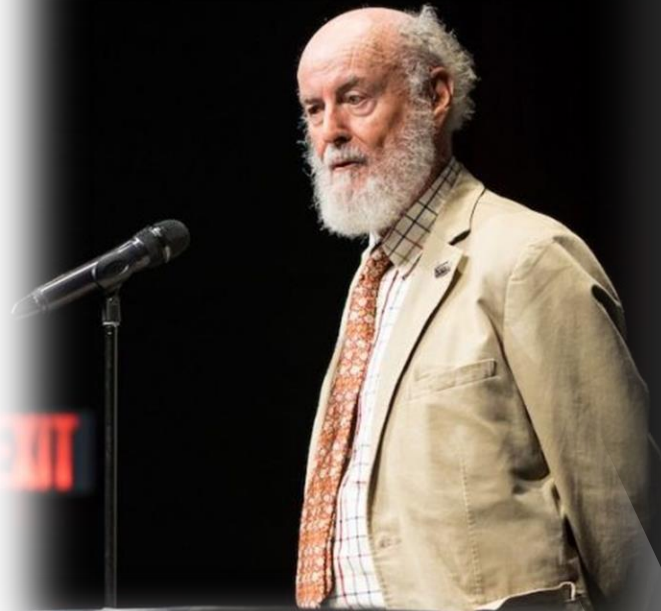
- 1985 - 2000 = \$0.10 per hr.
- 2000 - 2007 = \$0.25 per hr.
- 2007 - current = \$0.50 per hr.

Note:

Parking under Downtown Improvement Board

11/29/2007 to 11/29/2020





Shoup Offers Remedy for Pensacola's Parking Woes

October 23, 2018, [Donald Shoup](#), distinguished research professor of urban planning at UCLA Luskin, recently spoke at Pensacola, Florida's CivicCon to address the city's chronic issues with parking, including huge swaths of [unused parking lots](#). According to the [Pensacola News Journal](#), Shoup proposed three reforms to improve the city's inefficient parking system:

- 1) **Remove off-street parking requirements**
- 2) **Charge the right prices for on-street parking**
- 3) **Use parking revenue to improve public services on the metered streets**

Shoup gave in-depth breakdowns of how each idea would improve the system as a whole. He also cited real-world examples of cities, such as Pasadena, where identical reform programs were successfully implemented. The overarching message behind Shoup's presentation was that **Pensacola should replace all on-street parking with a meter system; money raised from the meters would go directly back into the community to fund civic improvements to infrastructure, landscaping and general beautification.** If all his recommendations were adopted, Shoup argued, they would work in tandem to increase foot traffic and property values.

<https://www.pnj.com/videos/news/2018/10/10/civiccon-donald-shoup-explains-how-we-can-get-parking-right/1594870002/>

Dr. Shoup's Top 3

- **#1 Charge the Right Price for Curb Parking** = The lowest price that will leave 1 or 2 vacant spaces on each block
- **#2 Establish Parking Revenue Benefits** = reinvest parking revenues back into the neighborhoods that generate it.
- **#3 Reduce or Remove Off-Street Parking Requirements** = Do not require additional parking when a building's use changes / freedom from parking requirements will allow higher density and new uses for old buildings
 - If everybody sees their meter money at work, the new public service can make demand-based prices for on-street parking politically popular.
 - Make Parking Friendly – NOT FREE
 - Social Justice Parking – gifts to the future
 - Charge the Right Price All Day – Every Day – must consider time of the year, time of the day, and location.
 - How the Parking Dollars are used makes ALL the difference
 - Lower rate for the 1st hour for residents 'locals' show discount on itemized receipt – tourist pay higher rates (they do not know the difference) Promotes community

Its unfair to have cities
where parking is free
for cars and housing is
expensive for people.

Donald Shoup

WWW.STOREMYPIC.COM

Improving City Parking: Recommendations

- Adjust Hourly Parking Rates to \$0.75 - \$1.00 per hour
- Increase Hours for Paid Parking based on usage
- Expand City Areas / Zones of Paid Parking
- Eliminate 2-Hour Parking Zones
- Identify Parking Fund Usage for Civic and Infrastructure Improvements
- Engage and Educate Citizens
- Improve Curb Management
- Create Ordinance for Proper Management of Private Parking Lots/Garages Operating for Paid Public use within the City limits

Rate Comparisons

MOBILE AL

On Street Meters - \$1.00 per hour

155 Church Street Lot

0-4 hrs \$5.00

4-8 hrs \$8.00

8-12 hrs \$10.00

24 hrs \$20.00

Fort Conde & Water St. Lots

0-4 hrs \$4.00

4-8 hrs \$7.00

8-12 hrs \$10.00

PANAMA CITY BEACH FL

\$1 per hour up to 6 hours

\$6 for 24 hours.

GALVESTON TX

Parking within Downtown is \$1.50/hour with a minimum of 1 hour

GAINESVILLE FL

Daily Rates:

6am-6pm – \$1/hr (\$6 max)

6pm-6am – \$5/night

Rate Comparisons Continued

ORLANDO FL

Parking Garages

\$2 per hour (\$15 daily maximum)

\$1 for the first 30 minutes

Early Bird Rate at Parking Garages

Enter between 5:30 a.m. and 7 a.m. / exit before 5 p.m.

\$8 flat rate

On-Street Metered Spaces

\$1 per hour

Free from 6 p.m. - 8 a.m.

Free on Sundays and [city holidays](#)

Creative Village On-Street Parking

\$1 per hour

Free from 9 p.m. to 8 a.m.

Free on Sundays and city holidays

Surface Lots

\$2 per hour or Weekend/Event Rate of \$10

Rate Comparisons Continued

ASHEVILLE NC

Less than one hour: \$0.00 (free)

Second hour: \$2.50

Each additional hour: \$1.25

Daily maximum: \$12.00

SAVANNAH GA

Rates vary from \$1-\$2 per hour: \$2 per hour is more usual for street parking north of Liberty Street, and \$1 per hour in city-owned garages.

An exception is the Whitaker Street Garage (closest for Ellis Square, City Market, River Street and Bull Street), which charges \$2 per hour, with a daily maximum charge of \$16.

BOCA RATON FL

Hourly rate for meters: \$2 on weekdays and \$3 on weekends. Day parking rates for Red Reef and Spanish River parks: **\$17 on weekdays and \$19 on weekends**; South Beach Park: \$16 on weekdays and \$18 on weekends.

Rate Comparisons Continued

DEERFIELD BEACH FL

Pier Parking Lot Monday from 6am to Friday 4pm \$3.00/Hour

Pier Parking Lot Friday from 4pm to Midnight on Sunday \$4.00/Hour

Kirk Cottrell Pavilion Monday from 6am to Friday 4pm \$3.00/Hour

Kirk Cottrell Pavilion Friday from 4pm to Midnight on Sunday \$4.00/Hour

PENSACOLA INTERNATIONAL AIRPORT

surface parking lot for 1 hour - \$2.00

parking for 24 hours at the surface parking - \$9.00/day

economy parking lot - \$2.00/hour, and \$8.00/day

parking garage - \$1.00/30 minutes, and \$11.00/day

Questions





Thank You!



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-22

City Council

3/24/2022

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Casey Jones

SUBJECT:

PROPOSED ORDINANCE NO. 16-22 - CREATING CHAPTER 7-12 OF THE CITY CODE - REQUIREMENTS FOR BOOTING A VEHICLE

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 16-22 on first reading:

AN ORDINANCE CREATING CHAPTER 7-12 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING DEFINITIONS; REQUIRING OCCUPATIONAL BUSINESS LICENSE; PROVIDING REQUIREMENTS FOR BOOTING; PROVIDING SIGN NOTICE REQUIREMENTS; ESTABLISHING BOOTING RATES; ENFORCEMENT AND PENALTIES OF BOOTING; PROVIDING A PROCESS FOR CITIZEN COMPLAINTS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In an effort to enforce compliance with parking regulations, parking lot and garage owners will implement a "boot" for those vehicles in violation.

A boot is a lockable road wheel clamp or similar vehicle immobilization device that is designated to immobilize a parked vehicle and prevent its movement until the device is unlocked or removed.

This proposed ordinance clearly describes what is permissible regarding booting, to ensure that the general public is aware via pre-notice of parking exactly what the booting process is, where it can occur and demonstrating that there is a clear process with accountability to private parking lots if the ordinance is not followed.

The goal of the ordinance is to protect visitors who engage in the parking process that they are not taken advantage of or park unaware of possible consequences.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 16-22

PRESENTATION: No

PROPOSED
ORDINANCE NO. 16-22

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING CHAPTER 7-12 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING DEFINITIONS; REQUIRING OCCUPATIONAL BUSINESS LICENSE; PROVIDING REQUIREMENTS FOR BOOTING; PROVIDING SIGN NOTICE REQUIREMENTS; ESTABLISHING BOOTING RATES; ENFORCEMENT AND PENALTIES OF BOOTING; PROVIDING A PROCESS FOR CITIZEN COMPLAINTS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 7-12-1 of Chapter 7-12 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

_____ Sec. 7-12-1. – Definitions.

_____ *Boot* shall mean a lockable road wheel clamp or similar vehicle immobilization device that is designed to immobilize a parked vehicle and prevent its movement until the device is unlocked or removed.

_____ *City* shall mean the City of Pensacola.

_____ *Immobilize* shall mean to place a boot on a parked vehicle to prevent the operation of the vehicle until the boot is unlocked and removed. The term includes any installment, adjustment, or removal of a boot.

_____ *Motor vehicle* shall mean an automobile, motorcycle, truck, trailer, semitrailer, truck tractor and semitrailer combination, or any other vehicle operated on the roads of this state, used to transport persons or property, and propelled by power other than muscular power.

_____ *Parking facility authorized agent* shall mean an employee or agent of a parking facility owner with the authority to:

- (3) authorize the removal of a vehicle from the parking facility on behalf of the parking facility owner; and

(b) accept service on behalf of the parking facility owner of a notice of hearing requested under this chapter.

Parking facility owner shall mean an individual, corporation, partnership, limited partnership, limited liability company, association, trust, or other legal entity owning or operating a parking facility.

Parking lot shall mean private property that is used, wholly or in part, for restricted or paid motor vehicle parking.

Unauthorized vehicle shall mean a vehicle that is parked, stored, or located on a parking lot, in a restricted space on a parking lot, without having paid the parking fee required by the parking lot owner for parking on the parking lot, or without permission from the parking lot owner to use the restricted space on the parking lot.

Vehicle immobilization company shall mean any business that provides booting service as part of its operations, to include immobilizing an unauthorized vehicle on a parking lot.

Vehicle immobilization operator shall mean any individual who installs, affixes, places, adjusts, or removes a boot on or from a vehicle in a parking lot.

Vehicle owner shall mean the actual owner of the vehicle booted or any driver of the vehicle who reasonably appears to have authority to operate the vehicle.

SECTION 2. Section 7-12-2 of Chapter 7-12 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 7-12-2. – Occupational business license required.

Every vehicle immobilization company or vehicle immobilization operator must obtain an occupational business license pursuant to Chapter 7-2 Local Business Taxes, of the Code of Ordinances of the City of Pensacola.

SECTION 3. Section 7-12-3 of Chapter 7-12 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 7-12-3. – Vehicles parked on private property; booting.

Except as otherwise limited herein, a private property owner may cause any vehicle parked on his/her/its property without permission to be booted by a person or business licensed pursuant to the requirements of this chapter without the permission or authority from the vehicle owner or duly authorized driver of the vehicle and avoid liability for the costs of such booting, provided that the following requirements are satisfied:

- (a) The vehicle is unlawfully parked at a location where signage gives such notice, in the form specified herein ("Notice Sign"), which shall be prominently posted on the property on which the vehicle is booted on each side of each driveway access or curb cut allowing vehicle access to the property and of each entrance to a parking structure serving a property, if any. The notice sign shall be permanently installed, oriented for drivers, with the bottom of the sign not less than four (4) feet above ground level, the top of the sign not more than six (6) feet above ground level, and shall be continuously maintained on the property for not fewer than twenty-four (24) hours before the towing or removal of vehicles. Additional notice signs shall be posted in the corresponding parking lot and/or parking garage at regular intervals throughout said parking lot and/or parking garage with minimum separation between signs not to exceed fifty (50) feet.
- (b) The vehicle is not occupied by a person or animal;
- (c) The vehicle may not be a police, fire fighting, rescue squad, ambulance or other emergency vehicle marked as such;
- (d) Any property engaged in the booting of vehicles shall have a designated employee, representative, or security personnel on site and/or immediately available by phone at all times, with the location and/or telephone posted as specified above.
- (e) Immediately after a vehicle is booted, the person booting such vehicle, the owner of the property where such vehicle was booted, or an employee or agent of such person or owner, shall affix to the front windshield of the booted vehicle notice measuring eight and one-half by eleven inches containing a warning that any attempt to move the vehicle may result in damage to the vehicle and stating the name and business address of the person who booted such vehicles, as well as a business telephone number which will immediately facilitate the dispatch of personnel responsible for removing the boot.
- (f) No release or waiver of any kind purporting to limit or avoid liability for damages to a vehicle or reasonable attorney's fees incurred by the vehicle owner that has been booted shall be valid. In addition, any person who booted a vehicle, or other person authorized to accept payment of any charges for such booting, shall provide a signed receipt to the individual paying the booting charges at the time such charges are paid. Such receipt shall state the name, business address, and business telephone number of the person or company who has booted such vehicle, and such receipt shall include a telephone number of the office within the City of Pensacola 311 system "Pensacola 311" as the City Department responsible for receiving complaints with respect to booting.

- (g) No charge shall be imposed for the booting of a vehicle unless and until the requirements of this section have been met, and any such unlawful charge shall be reimbursed by any person found to have violated this section.
- (h) Any person who has booted a vehicle shall release such vehicle as soon as practical, but not to exceed thirty (30) minutes after receiving a request for such vehicle's release; provided, however, that payment of any charge for booting is made at or prior to the time of such vehicle's release. The owner or person in control of a vehicle which has been booted shall be permitted to pay any charge for booting at the location where such vehicle was booted and the person receiving payment for booting services shall accept payment for charges from the owner or duly authorized representative that must include but is not limited to cash, debit card, and credit card.
- (i) A booted vehicle shall not remain immobilized on private property for more than twenty-four (24) hours. After such period of time has expired, the vehicle shall be released from the boot and may be towed or removed pursuant to this article, and no fee shall be assessed for release of the booting device.
- (j) A person may not charge more than the maximum fee established by resolution by the City Council.
- (k) The receipt, rebate, or repayment of money or any other valuable consideration directly or indirectly from the individual or firm booting vehicles to the owners or operators of the premises from which the vehicles are booted, for the privilege of or the actual booting of those vehicles, is prohibited.
- (l) Each person who performs booting must enter into a written contract with every owner of private property that authorizes the person to boot vehicles on their property. Each contract that is in effect or that was terminated within the previous twelve (12) months must be kept on file by the parking facility authorized agent or owner, as well as the vehicle immobilization company or vehicle immobilization operator. Any code enforcement officer, law enforcement officer, and the owner of the vehicle that was booted may inspect and copy such contract during business hours.
- (m) Any person who improperly causes a vehicle to be booted shall be liable to the vehicle owner or his authorized representative for the cost of the services provided, any damages resulting from the booting, the booting release fee and reasonable attorney's fees made necessary to obtain the release of the vehicle, if any.

- (n) The business providing the booting service shall first obtain and maintain a current and valid license issued by the City pursuant to Chapter 7-2 of this Code.
- (o) The individual person who is employed to perform the booting service has first obtained and maintains a permit issued by the City in accordance with Chapter 7-2 of this code.
- (p) The business providing the booting service carries a minimum of at least twenty-five thousand (\$25,000.00) in liability insurance which will cover any damage to the vehicle.
- (q) Persons who provide services pursuant to this section shall maintain a place of business. The place of business shall have a sign that clearly and conspicuously identifies the business to the public.
- (r) Towing of any vehicle pursuant to this section must be done in accordance with existing Florida Statute laws and the Code of the City of Pensacola.

SECTION 4. Section 7-12-4 of Chapter 7-12 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 7-12-4. - Sign - Notice Requirement.

The text of the notice signs shall clearly display, in reflective letters on a contrasting background or lit by flood lighting, the following information:

- (1) In letters not less than four (4) inches high, the words "booting zone";
- (2) In letters at least two (2) inches high, notice that private property is being entered, providing the development name or property address, and advising that parking is private;
- (3) In letters at least two (2) inches high, notice that unauthorized vehicles will be booted or towed away at the owner's expense;
- (4) In letters at least two (2) inches high, the days of the week and hours of the day during which vehicles will be booted;
- (5) In letters at least one (1) inch high, the fee to unboot the vehicle;
- (6) In letters at least one (1) inch high, the name and address of the person performing the booting service;
- (7) In letters at least two (2) inches high, the 24-hour a day telephone number to call and the 24-hour on-site location (if applicable) where a person can go to request the immediate unbooting of the vehicle; and
- (8) In letters at least three-fourths of an inch high, PROPERTY REPRESENTATIVE: (insert on-property location or current telephone number).

The property owner shall provide access to the mayor or designee in order to inspect the required signs on premises where booting is used to enforce parking restrictions.

The notice sign shall read substantially as follows (with the designated information to be inserted at the indicated spaces):

BOOTING ZONE; ENTERING PRIVATE PROPERTY. PARKING PERMITTED FOR (insert name of property owner) CUSTOMERS ONLY. IF YOU PARK YOUR VEHICLE AND LEAVE THE PREMISES, YOUR VEHICLE WILL BE IMMEDIATELY BOOTED SUBJECT TO A \$75.00 FEE TO RELEASE VEHICLE OR TOWED AT YOUR EXPENSE. BOOTING PERFORMED BY: (insert name, address and telephone number to call to request removal of the immobilization device); and PROPERTY REPRESENTATIVE: (insert on-property location or current telephone number)

SECTION 5. Section 7-12-5 of Chapter 7-12 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 7-12-5. – Maximum booting rates.

- (a) The City Council resolution shall establish maximum rates for providing booting at the request of a police agency or a property owner or authorized representative, without the prior consent of a vehicle owner or other authorized person in control of the vehicle. The rates established shall be uniform throughout the City. The maximum rates established by the City Council may be altered, revised, increased or decreased from time to time.
- (b) Persons or businesses who provide booting services shall not charge in excess of the maximum allowable rates established by the City Council. No person providing services pursuant to this section shall charge any type of fee other than the fees for which the City Council has established specific rates.

SECTION 6. Section 7-12-6 of Chapter 7-12 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 7-12-6. – Enforcement; penalties.

- (a) If at any time a property owner or booting contractor shall fail or refuse to comply with, or otherwise violates, any of the provisions of this section, such property owner engaging the services of the booting contractor shall be subject to prosecution under the City's code enforcement system, in accordance with Chapter 13-2 and this section.

- (b) If a code enforcement officer finds a violation of this section, the code enforcement officer shall issue a notice of violation to the violator as provided in section 13-2-5. The notice shall inform the violator of the nature of the violation, amount of fine for which the violator may be liable, instructions and due date for paying the fine, notice that the violation may be appealed by requesting an administrative hearing within ten days after service of the notice of violation, and that failure to do so shall constitute an admission of the violation and waiver of the right to a hearing.
- (c) Violations shall be issued as follows:
- (1) Fines:
- | | | |
|----|--------------------------------------|----------------------|
| a. | <u>First offense:</u> | <u>\$100.00;</u> |
| b. | <u>Second offense:</u> | <u>\$250.00; and</u> |
| c. | <u>Third and subsequent offense:</u> | <u>\$500.00.</u> |
- (d) As an additional means for enforcement/collection and supplemental to above, when a notice or record of any past due penalties which became due and payable to the City after the effective date of this section is recorded in the public records of Escambia County, said notice shall constitute a special assessment lien upon all real and personal property of the contractor owing such penalties, and shall remain a lien equal in rank and dignity with the lien of ad valorem taxes and shall be superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the property involved. Such liens may be foreclosed or levied upon in the manner provided by law.
- (e) Additionally, the City may seek injunctive relief and/or follow procedures to revoke and/or suspend the occupational license where there are repeated violations of this article.

The foregoing does not preclude or otherwise limit the City and/or other law enforcement agencies from any action as necessary to assure compliance with all applicable laws.

SECTION 7. Section 7-12-7 of Chapter 7-12 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 7-12-7. - Citizen complaints.

The vehicle immobilization operator, vehicle immobilization company, parking facility authorized agent and parking facility owner shall respond in writing to any complaints received by the Mayor or designee concerning misconduct on the part of the contractor or its employees or agents, such as excessive charges, poor business

practices, discourteous service, damage to vehicles, or failure to give notice as required by this ordinance. The Mayor or designee shall notify contractor of any complaints within five business days from receipt of the citizen complaint. The vehicle immobilization operator, vehicle immobilization company, parking facility authorized agent and parking facility owner shall provide any additional explanation or information with respect to the particular complaint within five days upon notification. A written disposition of the complaint will be forwarded to the contractor and the citizen complainant upon completion of the investigation.

SECTION 8. 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 9. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 10. 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 #: 22-00247

City Council

3/24/2022

DISCUSSION ITEM

SUBJECT:

QUARTERLY FINANCIAL REPORT - THREE MONTHS ENDING DECEMBER 31, 2021
(UNAUDITED) - FINANCE DIRECTOR AMY LOVOY

ATTACHMENTS:

- 1) Financial Report - Three Months Ending December 31, 2021 (Unaudited)
- 2) Financial Report Presentation - Three Months Ending December 31, 2021 (Unaudited)

PRESENTATION: Yes

FINANCIAL REPORT THREE MONTHS ENDING DECEMBER 31, 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 (CAFR) and will be presented to the City Council in the first quarter of each calendar year following the end of each fiscal year (September 30th).

Attached are financial schedules setting forth the status of the major General Government, Special Revenue, Capital Projects and Proprietary Funds for the City of Pensacola for the three months ended December 31, 2021. The financial schedules compare actual results for the three-month period against the City's budget and against comparable percentages of a year ago. Such comparisons are useful in projecting potential problem areas, allowing management to take early corrective action. The City's debt service and investment schedules are also attached for Council's review.

As previously reported to Council in the fourth quarter of FY 2021, Half-Cent Sales Tax, Local Option Sales Tax, and the Local Option Gasoline Tax revenues have shown growth in the first quarter of FY 2022. The Half-Cent Sales Tax increased 23.22% and Local Option Sales Tax revenue increased by 22.02% from FY 2020 to FY 2021. The upswing in the first quarter of FY 2022 is promising. In addition, Ad Valorem Taxable Valuations continue to show positive growth. While these are positive indicators, Both revenues and expenditures continue to be closely monitored to assure a balanced budget. Expenditures in total are in line with budgeted projections. Significant variances from the current approved budget are noted in the individual fund narrative below.

The Investment Section of this financial report provides a comparison of interest rates for FY 2021 to FY 2022. 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 first quarter of FY 2022.

Contracts and Expenditures over \$25,000 approved by the Mayor have been included in this report with the changing of how the monthly information is being provided to City Council.

The Tree Planting Trust Fund Schedule in this financial report provides the revenues received through the first quarter of FY 2022 along with the address of the property, the district the property is within, the amount received and the reason for the removal of the tree.

General Fund:

In total, General Fund revenues exceeded the budget for the first quarter and are mainly attributed to revenues from Half-Cent Sales 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 first quarter of FY 2022 and is \$211,400 or 26.18% above budgeted levels. During the first quarter total Franchise Fees and Public Service Tax revenues were less than budget by \$104,200 or 3.40%. Communication Services Tax revenue was above budget by \$12,200 or 2.37% and Municipal Revenue Sharing revenue was also above budget by \$25,900 or 4.42%.

In total revenues at fiscal year end are projected to meet or exceed budget. Staff will continue to monitor revenues and expenditures and take appropriate actions as necessary in order to assure a balanced budget.

On March 7, 2021, City council passed resolution 2021-32 amending the City of Pensacola's financial planning and administration policy as it related to the annual transfer into the Stormwater Capital Project Fund. Historically, the policy provides for the amount transferred into the Stormwater Capital Project Fund to be an amount equivalent to the stormwater utility fee revenue. The revised policy sets the dollar amount of the transfer into the Stormwater Capital Project Fund at \$2,735,000 each fiscal year. Funds are transferred monthly based on the amount of stormwater utility fee revenue collected until the \$2,735,000 required annual transfer is met.

First 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 first quarter the "Tree Planting Trust Fund" account contributions and interest income equaled \$35,248 and there were \$5,600 in expenditures/encumbrances.

A schedule of the revenues received through the first quarter of FY 2022 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 unassigned balance in the "Tree Planting Trust Fund" at the end of the first quarter was \$313,945. Assigned fund balance is composed of \$150,000 for Marketplace Greenway, \$100,000 for the Tree Replacement Plan at various City Parks, and \$49,424 for use by City Council in their respective district.

Park Purchases Trust Fund

The Park Purchases Trust Fund revenue and expenditures are recorded in the General Fund. For the first quarter the “Park Purchases Fund” account there were no contributions however the Interest Income received was \$2. There were no expenditures or encumbrances.

The unencumbered balance in the “Park Purchases Fund” at the end of the first quarter was \$4,737.

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 first quarter of FY 2022 the “Housing Initiatives Fund” account contributions plus interest income equaled \$3,214 and the expenditures totaled 9,007. The unassigned balance in the “Housing Initiatives Fund” at the end of the first quarter was \$463,616 and assigned fund balance was \$49,000. Assigned fund balance is used to fund the personnel and operating costs that administrate the program. Any unassigned fund balance is set aside to pay for future administrative costs and to provide aid for the Affordable Housing Program.

Local Option Gasoline Tax Fund:

Local Option Gasoline Tax revenue were \$16,500 or 6.99% above budgeted levels through the first quarter of FY 2022.

Stormwater Utility Fund:

Total utility fee revenue of \$1,818,400 represents 63.32% of budgeted Stormwater Utility Fee Revenue for the fiscal year.

Fund expenditures are consistent with budget for the first quarter. As stated in the FY 2021 fourth quarter financial statement, a projected fund balance for future year appropriations was \$206,500 after the adoption of Supplemental Budget Resolution No. 2021-106. The resolution included a drawdown of fund balance in the amount of \$58,700

for an increase to the Allocated Overhead adjustment. For Fiscal Year 2022 City Council approved an adjustment to the Stormwater Utility Fee from \$72.24 per ESU to \$76.12 with a subsequent increase for Fiscal Year 2023 to the maximum approved by City Council of \$80 per ESU. This increase for Fiscal Year 2022 is expected to increase revenue by an estimated \$136,800 to provide sufficient funding for an additional three-person crew to provide additional stormwater maintenance.

Parking Management Fund:

For the first quarter of FY 2022 revenues exceeded expenditures by \$82,000. When compared to FY 2021, revenue for this fiscal year is \$128,000 more than the prior year first quarter revenues. Parking revenues have been impacted by the reopening of businesses and less telecommuting, there are more drivers on the road meaning more parking being utilized resulting in additional revenue over the prior fiscal year.

Expenditures for Parking Management were consistent with the adopted FY 2022 Budget.

Municipal Golf Course Fund:

During first quarter FY 2022, the Golf Course expenditures (including total City sponsored pension costs) exceeded revenues by \$113,100 before the General Fund subsidy of \$62,500. When compared to FY 2021, revenue for this fiscal year is \$100 less than the prior year first quarter revenues. This decrease in revenues is mainly due to the extreme wet weather this quarter.

During the first quarter of FY 2021, 6,236 rounds were played plus 1,978 of driving range usage and in the first quarter of FY 2022, 6,311 rounds were played plus 2,032 of driving range usage, an increase of 75 rounds and an increase of 54 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 first quarter of FY 2022.

Expenditures at the Golf Course are consistent with the adopted FY 2022 Budget.

Inspection Services Fund:

In total, revenues (including total City sponsored pension costs) exceeded expenditures by \$160,400. When compared to FY 2021, revenues for this fiscal year exceeded prior year through first quarter by \$183,200. This is due to the continued strong construction activity locally and demand for housing. Revenue increases are primarily in Building Permits and Permit Application Fees.

With the increased activity in the construction industry, it has become necessary to add a new full-time position as well as a temporary position in order to provide better customer service and meet the workload in this strong economy. Therefore, additional funding was required in the Fiscal Year 2022 Budget. City Council approved the Budget Resolution 2022-018 on February 10, 2022, to help provide for a Building Inspections Specialist and a temporary receptionist, equipment for this additional staff, and two new Ford Ranger pick-up trucks to be purchased which will give each licensed Inspections employee a vehicle to use.

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 a 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 first quarter, revenue exceeded expenditures by \$9,100. Activity at the Roger Scott Tennis Center has declined, but is expected to increase over the coming months. 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 Gulf Coast Tennis Group applied for and received approval for the deferral. The remaining balance of \$13,021 will be received during Fiscal Year 2022.

The following is a comparison of the activity at Roger Scott Tennis Center between Fiscal Years 2021 and 2022.

	<u>1ST QTR</u> <u>FY 2021</u>	<u>1ST QTR</u> <u>FY 2022</u>	<u>DIFF</u>
Daily Participants			
Hard Courts	372	440	68
All Courts (Includes Clay Courts)	695	1,043	348
Sub-Total	<u>1,067</u>	<u>1,483</u>	<u>416</u>
Playing Members	4,852	5,832	980
Sub-Total	<u>5,919</u>	<u>7,315</u>	<u>1,396</u>
Instructional Students	7,202	7,642	440
Rentals/Special Events/Programs	1,720	1,820	100
Total Players	<u>14,841</u>	<u>16,777</u>	<u>1,936</u>

Community Maritime Park Management Services Fund:

For the first quarter of FY 2022, Park Operations expenditures were higher than revenues (including total City sponsored pension costs) by \$314,000 (excluding Renewal & Replacement).

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 2021, revenue for this fiscal year is \$323,700 lower than the prior year for the first quarter. There have been limited activities at the park recently, however Baseball and college Football have resumed. These large event activities at the Park help generate parking revenues that have been absent since the beginning of the pandemic. Additional activities are expected to resume at the park during the remainder of the fiscal year.

Expenditures were consistent with budget.

Local Option Sales Tax Fund:

First quarter revenues exceeded budget by \$491,800 or 32.32%. Expenditures in total were consistent with budget for the first quarter. As anticipated Sales Tax revenues have picked back up as the COVID-19 Pandemic subsides. Over the life of the LOST IV Series total revenue should equal the total estimated revenue.

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.

Because the Local Option Sales Tax Plan is an eleven year plan, it was anticipated that, over the life of the LOST IV Series, the revenues should be at the original estimated amount. Therefore, revenues for future years were adjusted upwards in order to avoid the need to reduce or eliminate projects included in the plan. As reported in November, Supplemental Budget Resolution No. 2021-92 recognized an additional \$1.2 million in LOST revenue. This revenue was placed into Fund Balance to offset the significant reduction experienced in Fiscal Year 2020. The previous revenue adjustments made have been restored to pre-COVID numbers and City Council has allocated a majority of those funds towards current year projects. This revenue line item is closely monitored and should it appear that revenues are not going to meet the total projected revenues for the plan, projects may need to be evaluated and possibly shifted to the next LOST series, should Escambia County voters approve a fifth extension of this tax.

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:

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. The \$1,732,800 transfer from the General Fund to the Stormwater Capital Projects Fund will continue to equal the revenue fee collection in the Stormwater Utility Fund until the \$2,735,000 required annual transfer amount is met.

First quarter expenditures were within budget.

Gas Utility Fund:

Appropriated fund balance in the amount of \$1,792,700 and operating revenue were below gas operating expenses and encumbrances (including total City sponsored pension costs) by \$5.4 million for the first 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 2022 revenues were above first quarter FY 2021 revenues of which the majority is due to an increase Transportation User Fees and Commercial User Fees in the amount of \$2,004,500. This is due mainly to an increase in consumption and an overall increase in gas costs over the prior year.

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. Reserve Recovery was at an acceptable level at the end of FY21, therefore, no additional revenue has been collected in the first quarter of FY22.

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 first quarter of FY 2022, \$700,700 has been received from Infrastructure Cost Recovery Revenue.

Pensacola Energy's rate structure includes 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. However, due to the economic impacts of COVID-19, no increase based on CPI was included for FY 2022.

In total, expenses for the Gas Utility Fund were consistent with budget for the first quarter.

Sanitation Fund:

In total, appropriated fund balance in the amount of \$2,446,500 and operating revenue were above operating expenses and encumbrances (including total City sponsored pension costs) by \$56,100 for the first quarter. This is mainly due to the purchase of capital equipment during the first quarter of FY 2022. Sanitation Fund revenues for FY 2022 were \$101,000 above the FY 2021 revenues for the same time period.

There were no Federal CNG rebates received during the first quarter of FY 2022. Rebates will be used to offset the cost of capital equipment.

For the fiscal year 2022, the CPI increase of 1.5% for fiscal year 2021 and the CPI increase of 2.6% for fiscal year 2022 is included in the budget. The monthly Sanitation rate for will be increased by \$1.04 per month and the sanitation equipment surcharge will increase by 8 cents. This increase will provide much needed funding to replace extremely old and unrepairable Sanitation equipment and vehicles. City Council also approved for the Sanitation Department to establish a new premium service surcharge of twenty dollars (\$20.00) and would be added to the collection fee when a participating customer enrolls in the optional service. The retrieval of recycling and garbage carts, dumping, and returning carts to their originating locations are services included with this premium service surcharge. This service is not applicable to trash (green waste/C&D).

Sanitation is currently conducting a rate study to update the 2016 Solid Waste Rate Study through Geosyntech Consultants.

In total, first quarter Sanitation expenses were consistent with budget.

Port Fund:

First quarter the Port has an appropriated fund balance of \$831,500 and operating revenue were above operating expenses and encumbrances (including total City sponsored pension costs) by \$114,900. Operating revenues for FY 2022 were \$81,900 less than the FY 2021 operating revenues for the same time period. The majority of this decrease is due to a decrease in Storage as it relates to Pate Stevedore Company, Inc. This decrease can be attributed to less storage being utilized in warehouse #4 each month.

Port expenses, in total, were at budget and are \$480,900 above FY 2021 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 \$18.5 million and operating revenue exceeded expenses and encumbrances (including total City sponsored pension costs) by \$7.3 million for the first 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 \$10.2 million in total funding.

When comparing December FY 2021 to FY 2022, passenger traffic at Pensacola International Airport has increased by 67.2%. For the three months that comprised the first quarter of FY 2022 (October, November, and December), the number of passengers decreased by 74.9% over the same period in FY 2021. The increase is due the recovery from COVID-19 Pandemic.

Airport operating revenues were \$2,352,100 above the FY 2021 operating revenue for the same time period. Airline Revenues were also above the prior year by \$883,300 and Non-Airline Revenues were \$1,468,800 above prior fiscal year. The increase in Airline Revenues is mainly attributed to Airline Rentals, Baggage Handling System, Loading Bridge Fees, Apron Area Rentals, and Cargo Landing Fees totaling a \$888,100 increase 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 \$0.29 per 1,000 lbs. All Air Carrier Landing Fees are recalculated annually. The bulk of the Non-Airline Revenue increase is from Parking Lot Revenues which were above the prior fiscal year by \$976,300. Combined revenues collected from CFC Rental Car Service Facility, Airport & 12th Property and Interest income were \$85,100 above the prior year.

During the first quarter of FY 2022, the transportation industry has seen a rebound in passenger traffic from the COVID-19 pandemic. Airport Management continues to review the situation as it progresses, taking appropriate budgetary action.

It should be noted, that the Airport's agreement with the airlines provides for the airlines to fund any shortfall, excluding incentives, should they occur. City Council has approved new airline agreements establishing the business strategy and rate making formula for the Pensacola International Airport. These five-year agreements use an industry-standard structure to allow the Airport to continue to maintain full financial self-sufficiency with no reliance on the City's General Fund.

Expenses for the third quarter are consistent with budget.

Insurance Retention Fund / Central Services Fund:

These funds are categorized as internal service funds. They provide 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 first quarter of the last three fiscal years are as follows:

	<u>FY 2022</u>	<u>FY 2021</u>	<u>FY 2020</u>
October	0.18%	1.06%	1.96%
November	0.18%	1.07%	1.76%
December	0.16%	0.40%	1.52%

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 October, November, and December.

Tree Planting Trust Fund:

The Tree Planting Trust Fund Schedule in this financial report provides the revenues received through the first quarter of FY 2022 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 Three Months Ended December 31, 2021
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 1,700,000	3,796,064	3,796,064	3,796,064	100.00%	3,824,805	100.00%	3,346,713	100.00%
REVENUES:									
GENERAL PROPERTY TAXES									
Current Taxes	19,396,700	19,396,700	19,396,700	11,479,231	59.18%	11,178,041	62.58%	18,093,919	100.00%
Delinquent Taxes	30,000	30,000	30,000	18,073	60.24%	10,302	34.34%	43,324	100.00%
Sub-Total	19,426,700	19,426,700	19,426,700	11,497,304	59.18%	11,188,343	62.54%	18,137,243	100.00%
FRANCHISE FEE									
Gulf Power - Electricity	6,190,200	6,190,200	6,190,200	959,921	15.51%	978,526	16.12%	5,848,323	100.00%
City of Pensacola - Gas	994,500	994,500	994,500	230,667	23.19%	182,653	18.73%	983,948	100.00%
ECUA - Water and Sewer	2,003,500	2,003,500	2,003,500	324,545	16.20%	303,438	15.45%	1,874,597	100.00%
Sub-Total	9,188,200	9,188,200	9,188,200	1,515,133	16.49%	1,464,617	16.26%	8,706,868	100.00%
PUBLIC SERVICE TAX									
Gulf Power - Electricity	6,879,100	6,879,100	6,879,100	1,082,633	15.74%	1,104,707	16.38%	6,640,993	100.00%
City of Pensacola - Gas	840,200	840,200	840,200	148,625	17.69%	150,301	18.25%	844,286	100.00%
ECUA - Water	1,346,400	1,346,400	1,346,400	210,632	15.64%	204,875	15.52%	1,238,942	100.00%
Miscellaneous	30,000	30,000	30,000	10,167	33.89%	9,348	31.16%	41,992	100.00%
Sub-Total	9,095,700	9,095,700	9,095,700	1,452,057	15.96%	1,469,231	16.48%	8,766,213	100.00%
LOCAL BUSINESS TAX									
Local Business Tax	900,000	900,000	900,000	856,139	95.13%	847,883	94.21%	918,590	100.00%
Local Business Tax Penalty	15,000	15,000	15,000	8,998	59.99%	9,124	60.83%	17,450	100.00%
Sub-Total	915,000	915,000	915,000	865,137	94.55%	857,007	93.66%	936,040	100.00%

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Three Months Ended December 31, 2021
(Unaudited)**

	FY 2022				FY 2021				
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
REVENUES: (continued)									
LICENSES, PERMITS & PENALTIES									
Special Permits (Planning)	45,000	114,300	114,300	30,000	26.25%	16,242	36.09%	120,393	100.00%
Taxi Permits	8,000	8,000	8,000	304	3.80%	0	0.00%	50	100.00%
Fire Permits	23,000	23,000	23,000	12,720	55.30%	2,260	9.83%	21,365	100.00%
Tree Removal & Pruning Permits	0	0	0	375	----	450	----	3,750	100.00%
Scooter Permit & Fee	0	0	0	25,500	----	0	----	25,500	100.00%
Banner Fee Permit	0	0	0	580	----	0	----	0	----
Sub-Total	76,000	145,300	145,300	69,479	47.82%	18,952	24.94%	171,058	100.00%
INTERGOVERNMENTAL									
FEDERAL									
Payment in Lieu of Taxes	10,500	10,500	10,500	6,771	64.49%	6,178	58.84%	6,178	100.00%
STATE									
1/2 Cent Sales Tax	5,350,800	5,350,800	5,350,800	1,018,995	19.04%	905,681	17.21%	6,000,839	100.00%
Beverage License Tax	110,000	110,000	110,000	101,391	92.17%	84,729	77.03%	125,305	100.00%
Mobile Home Tax	11,000	11,000	11,000	4,427	40.25%	4,611	41.92%	11,160	100.00%
Communication Services Tax	3,148,100	3,148,100	3,148,100	499,759	15.87%	517,367	16.43%	3,159,425	100.00%
State Rev Sharing - Motor Fuel Tax	530,500	530,500	530,500	129,789	24.47%	133,495	24.66%	541,669	100.00%
State Rev Sharing - Sales Tax	1,890,800	1,890,800	1,890,800	482,422	25.51%	456,931	24.65%	1,896,575	100.00%
Gas Rebate Municipal Vehicles	12,000	12,000	12,000	7,101	59.18%	0	0.00%	20,769	100.00%
Fire Fighter Supplemental Compensation	45,000	45,000	45,000	11,940	26.53%	11,995	26.66%	30,517	100.00%
Sub-Total	11,108,700	11,108,700	11,108,700	2,262,595	20.37%	2,120,987	19.29%	11,792,437	100.00%
OTHER CHARGES FOR SERVICES									
Swimming Pool Fees	0	0	0	10	----	0	----	546	100.00%
Esc. School Board - SRO	362,800	362,800	362,800	0	0.00%	49,351	14.28%	273,097	100.00%
ECSD - 911 Calltakers	310,000	310,000	310,000	85,563	27.60%	84,512	34.57%	246,000	100.00%
Downtown Improvement Board - COPS	60,000	60,000	60,000	0	0.00%	0	0.00%	60,000	100.00%
State Traffic Signal Maintenance	326,600	326,600	326,600	0	0.00%	0	0.00%	352,484	100.00%
State Street Light Maintenance	312,700	312,700	312,700	0	0.00%	0	0.00%	396,762	100.00%
State Reimbursable Agreements	100,000	333,095	333,095	(51,663)	-15.51%	(220,393)	-45.86%	249,499	100.00%
Miscellaneous	45,000	45,000	45,000	7,844	17.43%	5,481	12.18%	29,070	100.00%
Sub-Total	1,517,100	1,750,195	1,750,195	41,754	2.39%	(81,049)	-4.47%	1,607,458	100.00%

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Three Months Ended December 31, 2021
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
REVENUES: (continued)									
FINES, FORFEITURES & PENALTIES									
POLICE									
Court Fines	12,500	12,500	12,500	2,754	22.03%	1,249	9.99%	11,056	100.00%
Traffic Fines	110,000	110,000	110,000	12,076	10.98%	4,789	4.35%	75,767	100.00%
OTHER FINES									
Miscellaneous	6,000	6,000	6,000	155	2.58%	110	1.83%	1,909	100.00%
Sub-Total	<u>128,500</u>	<u>128,500</u>	<u>128,500</u>	<u>14,985</u>	<u>11.66%</u>	<u>6,148</u>	<u>4.78%</u>	<u>88,732</u>	<u>100.00%</u>
INTEREST									
Investments and Deposits	0	0	0	14,819	----	33,814	----	101,403	100.00%
Sub-Total	<u>0</u>	<u>0</u>	<u>0</u>	<u>14,819</u>	<u>----</u>	<u>33,814</u>	<u>----</u>	<u>101,403</u>	<u>100.00%</u>
OTHER REVENUES									
Miscellaneous	400,000	400,000	400,000	78,562	19.64%	74,708	18.68%	286,265	100.00%
Miscellaneous - Saenger Facility Fee	75,000	75,000	75,000	0	0.00%	(61,402)	-81.87%	45,029	100.00%
Sale of Assets	50,000	50,000	50,000	0	0.00%	10,800	21.60%	79,745	100.00%
Sub-Total	<u>525,000</u>	<u>525,000</u>	<u>525,000</u>	<u>78,562</u>	<u>14.96%</u>	<u>24,106</u>	<u>4.59%</u>	<u>411,039</u>	<u>100.00%</u>
Sub-Total Revenues	<u>51,980,900</u>	<u>52,283,295</u>	<u>52,283,295</u>	<u>17,811,825</u>	<u>34.07%</u>	<u>17,102,156</u>	<u>34.02%</u>	<u>50,718,491</u>	<u>100.00%</u>
TRANSFERS IN									
Gas Utility Fund	8,000,000	8,000,000	8,000,000	4,000,000	50.00%	4,000,000	50.00%	8,000,000	100.00%
Sub-Total	<u>8,000,000</u>	<u>8,000,000</u>	<u>8,000,000</u>	<u>4,000,000</u>	<u>50.00%</u>	<u>4,000,000</u>	<u>50.00%</u>	<u>8,000,000</u>	<u>100.00%</u>
TOTAL REVENUES	<u>59,980,900</u>	<u>60,283,295</u>	<u>60,283,295</u>	<u>21,811,825</u>	<u>36.18%</u>	<u>21,102,156</u>	<u>36.21%</u>	<u>58,718,491</u>	<u>100.00%</u>
TOTAL REVENUES AND FUND BALANCE	<u>\$ 61,680,900</u>	<u>64,079,359</u>	<u>64,079,359</u>	<u>25,607,889</u>	<u>39.96%</u>	<u>24,926,961</u>	<u>40.14%</u>	<u>62,065,204</u>	<u>100.00%</u>

**CITY OF PENSACOLA
GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Three Months Ended December 31, 2021
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES:									
CITY COUNCIL									
Personnel Services	\$ 826,300	826,300	826,204	161,256	19.52%	155,047	87.36%	647,435	86.19%
City Sponsored Pensions	0	0	96	14	14.58%	11	47.00%	49	89.09%
Sub-Total	826,300	826,300	826,300	161,270	19.52%	155,058	87.36%	647,484	86.19%
Operating Expenses	491,200	1,107,216	1,107,216	389,647	35.19%	260,188	47.42%	363,197	36.48%
Sub-Total	1,317,500	1,933,516	1,933,516	550,917	28.49%	415,246	66.26%	1,010,681	55.32%
Allocated Overhead/(Cost Recovery)	(379,600)	(407,800)	(407,800)	(101,950)	25.00%	(94,900)	100.00%	(407,800)	100.00%
Sub-Total	937,900	1,525,716	1,525,716	448,967	29.43%	320,346	54.36%	602,881	43.75%
MAYOR									
Personnel Services	1,479,400	1,479,400	1,479,400	378,647	25.59%	361,335	94.06%	1,575,266	97.73%
City Sponsored Pensions	122,600	122,600	122,600	29,786	24.30%	47,000	100.00%	47,044	100.00%
Sub-Total	1,602,000	1,602,000	1,602,000	408,433	25.50%	408,335	94.24%	1,622,310	97.79%
Operating Expenses	540,600	635,017	635,017	268,723	42.32%	243,224	77.88%	459,018	88.26%
Sub-Total	2,142,600	2,237,017	2,237,017	677,156	30.27%	651,559	89.94%	2,081,328	95.43%
Allocated Overhead/(Cost Recovery)	(834,900)	(988,800)	(988,800)	(257,200)	26.01%	(218,725)	100.00%	(1,028,800)	100.00%
Sub-Total	1,307,700	1,248,217	1,248,217	419,956	33.64%	432,834	83.31%	1,052,528	91.44%
CITY CLERK									
Personnel Services	311,800	311,800	311,800	74,396	23.86%	70,963	98.61%	299,292	99.81%
City Sponsored Pensions	26,700	26,700	26,700	26,700	100.00%	28,100	100.00%	28,100	100.00%
Sub-Total	338,500	338,500	338,500	101,096	29.87%	99,063	98.74%	327,392	99.83%
Operating Expenses	55,500	55,500	55,500	19,781	35.64%	19,284	73.45%	48,952	89.96%
Sub-Total	394,000	394,000	394,000	120,877	30.68%	118,347	94.87%	376,344	98.42%
Allocated Overhead/(Cost Recovery)	(85,600)	(111,200)	(111,200)	(27,800)	25.00%	(21,400)	100.00%	(111,200)	100.00%
Sub-Total	308,400	282,800	282,800	93,077	32.91%	96,947	93.36%	265,144	97.78%

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 Three Months Ended December 31, 2021**

(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)									
LEGAL									
Personnel Services	1,000,200	1,000,200	1,000,200	175,000	17.50%	212,746	23.20%	938,514	100.00%
City Sponsored Pensions	18,000	18,000	18,000	18,000	100.00%	18,900	100.00%	18,900	100.00%
Sub-Total	1,018,200	1,018,200	1,018,200	193,000	18.96%	231,646	24.75%	957,414	100.00%
Operating Expenses	210,200	210,681	210,681	35,905	17.04%	34,537	17.26%	116,705	86.06%
Sub-Total	1,228,400	1,228,881	1,228,881	228,905	18.63%	266,183	23.43%	1,074,119	98.26%
Allocated Overhead/(Cost Recovery)	(296,600)	(369,600)	(369,600)	(92,400)	25.00%	(74,150)	25.00%	(369,600)	100.00%
Sub-Total	931,800	859,281	859,281	136,505	15.89%	192,033	22.87%	704,519	97.38%
HUMAN RESOURCES									
Personnel Services	907,700	907,700	907,315	198,264	21.85%	210,593	23.85%	909,371	100.00%
City Sponsored Pensions	102,500	102,500	102,885	102,541	99.67%	107,733	99.98%	107,840	100.00%
Sub-Total	1,010,200	1,010,200	1,010,200	300,805	29.78%	318,326	32.13%	1,017,211	100.00%
Operating Expenses	182,100	184,414	184,414	63,375	34.37%	52,606	27.17%	162,207	98.47%
Sub-Total	1,192,300	1,194,614	1,194,614	364,180	30.49%	370,932	31.32%	1,179,418	99.78%
Allocated Overhead/(Cost Recovery)	(375,900)	(416,400)	(416,400)	(104,100)	25.00%	(93,975)	25.00%	(416,400)	100.00%
Sub-Total	816,400	778,214	778,214	260,080	33.42%	276,957	34.26%	763,018	99.67%
NON-DEPARTMENTAL FUNDING									
Operating Expenses	4,514,800	4,918,211	4,918,211	3,708,343	75.40%	3,533,155	76.78%	4,053,480	85.85%
Sub-Total	4,514,800	4,918,211	4,918,211	3,708,343	75.40%	3,533,155	76.78%	4,053,480	85.85%
FINANCIAL SERVICES									
Personnel Services	1,908,200	1,908,200	1,907,452	433,330	22.72%	447,804	24.31%	1,844,283	99.43%
City Sponsored Pensions	242,800	242,800	243,548	242,880	99.73%	257,998	99.92%	258,306	99.99%
Sub-Total	2,151,000	2,151,000	2,151,000	676,210	31.44%	705,802	33.61%	2,102,589	99.50%
Operating Expenses	380,000	390,801	390,801	91,837	23.50%	108,727	26.53%	344,298	87.21%
Sub-Total	2,531,000	2,541,801	2,541,801	768,047	30.22%	814,529	32.45%	2,446,887	97.49%
Allocated Overhead/(Cost Recovery)	(1,445,000)	(1,431,100)	(1,431,100)	(357,775)	25.00%	(361,250)	25.00%	(1,431,100)	100.00%
Sub-Total	1,086,000	1,110,701	1,110,701	410,272	36.94%	453,279	42.56%	1,015,787	94.15%

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 Three Months Ended December 31, 2021
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)									
PLANNING SERVICES									
Personnel Services	640,400	676,100	676,100	152,468	22.55%	175,834	26.12%	684,971	97.70%
City Sponsored Pensions	62,600	62,600	62,600	62,600	100.00%	65,900	100.00%	65,900	100.00%
Sub-Total	703,000	738,700	738,700	215,068	29.11%	241,734	32.71%	750,871	97.90%
Operating Expenses	204,000	215,115	215,115	57,615	26.78%	57,460	16.74%	172,616	77.91%
Sub-Total	907,000	953,815	953,815	272,683	28.59%	299,194	27.64%	923,487	92.09%
PARKS & RECREATION									
Personnel Services	3,828,100	3,846,700	3,846,700	817,397	21.25%	688,636	19.53%	3,098,094	91.62%
City Sponsored Pensions	632,500	632,500	632,500	632,500	100.00%	655,296	100.00%	655,644	99.98%
Sub-Total	4,460,600	4,479,200	4,479,200	1,449,897	32.37%	1,343,932	32.14%	3,753,738	92.98%
Operating Expenses	3,059,000	3,316,972	3,316,972	825,732	24.89%	727,005	22.26%	2,937,836	9.81%
Sub-Total	7,519,600	7,796,172	7,796,172	2,275,629	29.19%	2,070,937	27.81%	6,691,574	92.90%
Allocated Overhead/(Cost Recovery)	(8,900)	(8,800)	(8,800)	(2,200)	25.00%	(2,225)	25.00%	(8,800)	100.00%
Sub-Total	7,510,700	7,787,372	7,787,372	2,273,429	29.19%	2,068,712	27.81%	6,682,774	92.90%
PUBLIC WORKS & FACILITIES									
Personnel Services	1,919,300	1,934,600	1,934,498	409,539	21.17%	391,914	22.95%	1,697,553	97.92%
City Sponsored Pensions	262,200	262,200	262,302	262,223	99.97%	276,377	100.00%	276,447	100.00%
Sub-Total	2,181,500	2,196,800	2,196,800	671,762	30.58%	668,291	33.69%	1,974,000	98.20%
Operating Expenses	2,920,300	3,358,849	3,358,849	866,291	25.79%	1,065,930	25.98%	3,096,908	87.05%
Sub-Total	5,101,800	5,555,649	5,555,649	1,538,053	27.68%	1,734,221	28.49%	5,070,908	90.82%
Allocated Overhead/(Cost Recovery)	(298,700)	(311,200)	(311,200)	(77,800)	25.00%	(74,675)	25.00%	(311,200)	100.00%
Sub-Total	4,803,100	5,244,449	5,244,449	1,460,253	27.84%	1,659,546	28.67%	4,759,708	90.31%

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 Three Months Ended December 31, 2021
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES: (continued)									
FIRE									
Personnel Services	8,473,100	8,473,100	8,471,772	2,182,421	25.76%	2,036,833	25.48%	8,047,408	99.83%
City Sponsored Pensions	1,318,800	1,318,800	1,320,128	1,320,104	100.00%	1,282,822	99.72%	1,286,862	100.00%
Sub-Total	9,791,900	9,791,900	9,791,900	3,502,525	35.77%	3,319,655	35.77%	9,334,270	99.85%
Operating Expenses	1,579,800	1,679,847	1,679,847	578,718	34.45%	458,940	26.99%	1,408,984	94.98%
Sub-Total	11,371,700	11,471,747	11,471,747	4,081,243	35.58%	3,778,595	34.41%	10,743,254	99.16%
POLICE									
Personnel Services	16,088,700	16,746,500	16,601,762	3,954,009	23.82%	3,521,135	23.07%	15,471,807	99.50%
City Sponsored Pensions	4,262,100	4,262,100	4,406,838	4,260,008	96.67%	4,566,435	99.86%	4,466,677	100.00%
Sub-Total	20,350,800	21,008,600	21,008,600	8,214,017	39.10%	8,087,570	40.77%	19,938,484	99.61%
Operating Expenses	3,849,600	3,905,236	3,905,236	1,632,054	41.79%	1,581,960	40.40%	3,812,691	100.00%
Sub-Total	24,200,400	24,913,836	24,913,836	9,846,071	39.52%	9,669,530	40.71%	23,751,175	99.67%
TRANSFERS OUT									
Municipal Golf Course Fund	250,000	250,000	250,000	62,500	25.00%	62,500	25.00%	250,000	100.00%
Stormwater Capital Projects Fund	2,735,000	2,735,000	2,735,000	1,732,757	63.35%	1,996,168	72.99%	2,735,000	100.00%
Sub-Total	2,985,000	2,985,000	2,985,000	1,795,257	60.14%	2,058,668	68.97%	2,985,000	100.00%
TOTAL EXPENDITURES	\$ 61,680,900	64,079,359	64,079,359	25,206,136	39.34%	24,839,796	40.00%	58,302,755	95.09%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

CITY OF PENSACOLA
TREE PLANTING TRUST - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Three Months Ended December 31, 2021
(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	578,121	578,121	578,121	100.00%	528,007	100.00%	527,207	100.00%
REVENUES:									
Tree Trust Fund	0	0	0	35,000	----	6,000	----	70,200	100.00%
Interest	0	0	0	248	----	1,114	----	2,014	----
TOTAL REVENUES	0	0	0	35,248	----	7,114	----	72,214	102.87%
TOTAL REVENUES AND FUND BALANCE	\$ 0	578,121	578,121	613,369	106.10%	535,121	101.35%	599,421	100.34%
EXPENDITURES:									
Operating Expenses	0	578,121	578,121	5,600	0.97%	0	0.00%	22,100	4.64%
Sub-Total	0	578,121	578,121	5,600	0.97%	0	0.00%	22,100	4.64%
TOTAL EXPENDITURES	\$ 0	578,121	578,121	5,600	0.97%	0	0.00%	22,100	4.64%

CITY OF PENSACOLA
PARK PURCHASES - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Three Months Ended December 31, 2021
(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	101,925	100.00%
REVENUES:									
Park Purchases Fund	0	0	0	0	----	0	----	8,075	100.00%
Interest	0	0	0	2	----	234	----	422	----
TOTAL REVENUES	0	0	0	2	----	234	----	8,497	105.23%
TOTAL REVENUES AND FUND BALANCE	\$ 0	0	0	2	----	234	----	110,422	100.38%
EXPENDITURES:									
Personnel Services	\$ 0	0	0	0	----	0	----	0	----
Operating Expenses	0	0	0	0	----	0	----	0	----
Capital Outlay	0	0	0	0	----	0	----	110,000	100.00%
Sub-Total	0	0	0	0	----	0	----	110,000	100.00%
TOTAL EXPENDITURES	\$ 0	0	0	0	----	0	----	110,000	100.00%

CITY OF PENSACOLA
HOUSING INITIATIVES FUND - GENERAL FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Three Months Ended December 31, 2021
(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 49,000	494,402	494,402	494,402	100.00%	515,879	100.00%	515,879	100.00%
REVENUES:									
Sale of Asset	0	0	0	3,000	----	0	----	4,621	100.02%
Sale of Asset	0	0	0	15,000	----	0	----	0	----
Miscellaneous	0	0	0	0		0	----	0	----
Interest	0	0	0	214	----	1,088	----	1,968	----
TOTAL REVENUES	0	0	0	18,214	----	1,088	----	6,589	142.62%
TOTAL REVENUES AND FUND BALANCE	\$ 49,000	494,402	494,402	512,616	103.68%	516,967	100.21%	522,468	100.38%
EXPENDITURES:									
Personnel Services	\$ 41,300	41,300	41,300	9,007	21.81%	0	0.00%	23,239	54.30%
Operating Expenses	7,700	453,102	453,102	0	0.00%	2,503	0.52%	4,827	1.01%
Grants & Aids	0	0	0	0	----	0	----	0	----
Sub-Total	49,000	494,402	494,402	9,007	1.82%	2,503	0.49%	28,066	5.39%
TOTAL EXPENDITURES	\$ 49,000	494,402	494,402	9,007	1.82%	2,503	0.49%	28,066	5.39%

CITY OF PENSACOLA
LOCAL OPTION GASOLINE TAX FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Three Months Ended December 31, 2021
(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 174,300	171,400	171,400	171,400	100.00%	159,500	100.00%	102,329	100.00%
REVENUES:									
Gasoline Tax (6 cent local)	1,370,000	1,370,000	1,370,000	252,032	18.40%	246,188	17.97%	1,431,737	100.00%
Interest	0	0	0	752	----	2,192	----	7,053	100.00%
Sub-Total	1,370,000	1,370,000	1,370,000	252,784	18.45%	248,380	18.13%	1,438,790	100.00%
TOTAL REVENUES	1,370,000	1,370,000	1,370,000	252,784	18.45%	248,380	18.13%	1,438,790	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 1,544,300	1,541,400	1,541,400	424,184	27.52%	407,880	26.67%	1,541,119	100.00%
EXPENDITURES:									
Allocated Overhead/(Cost Recovery)	7,200	4,300	4,300	1,075	25.00%	1,800	25.00%	4,300	100.00%
Sub-Total	7,200	4,300	4,300	1,075	25.00%	1,800	25.00%	4,300	100.00%
TRANSFERS OUT									
LOGT Debt Service Fund	1,537,100	1,537,100	1,537,100	0	0.00%	0	0.00%	1,536,818	100.00%
TOTAL EXPENDITURES	\$ 1,544,300	1,541,400	1,541,400	1,075	0.07%	1,800	0.12%	1,541,118	100.00%

CITY OF PENSACOLA
STORMWATER UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Three Months Ended December 31, 2021
(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	70,023	70,023	70,023	100.00%	350,500	100.00%	350,500	100.00%
REVENUES:									
Stormwater Utility Fees	2,866,800	2,866,800	2,866,800	1,817,409	63.40%	1,995,982	73.11%	2,799,669	100.00%
Delinquent Stormwater Utility Fee	5,000	5,000	5,000	958	19.16%	186	3.72%	2,278	100.00%
Miscellaneous	0	0	0	0	----	0	----	6,502	100.00%
CHARGES FOR SERVICES:									
State Right of Way Maintenance	90,200	90,200	90,200	15,036	16.67%	(15,035)	-16.82%	90,213	100.00%
Interest Income	0	0	0	598	----	2,234	----	4,137	100.00%
TOTAL REVENUES	<u>2,962,000</u>	<u>2,962,000</u>	<u>2,962,000</u>	<u>1,834,001</u>	61.92%	<u>1,983,367</u>	70.22%	<u>2,902,799</u>	100.00%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 2,962,000</u>	<u>3,032,023</u>	<u>3,032,023</u>	<u>1,904,024</u>	62.80%	<u>2,333,867</u>	73.51%	<u>3,253,299</u>	100.00%
EXPENDITURES:									
STORMWATER O & M									
Personnel Services	\$ 994,600	1,003,200	1,002,799	271,991	27.12%	235,226	24.89%	1,011,831	100.00%
City Sponsored Pensions	248,600	248,600	249,001	248,658	99.86%	285,477	100.00%	285,679	100.00%
Sub-Total	<u>1,243,200</u>	<u>1,251,800</u>	<u>1,251,800</u>	<u>520,649</u>	41.59%	<u>520,703</u>	42.32%	<u>1,297,510</u>	100.00%
Operating Expenses	423,000	424,440	419,512	91,878	21.90%	121,285	20.97%	423,474	78.38%
Capital Outlay	0	0	0	0	----	5,000	100.00%	5,000	100.00%
Allocated Overhead/(Cost Recovery)	206,100	235,000	235,000	58,750	25.00%	51,525	25.00%	235,000	100.00%
Sub-Total	<u>1,872,300</u>	<u>1,911,240</u>	<u>1,906,312</u>	<u>671,277</u>	35.21%	<u>698,513</u>	34.58%	<u>1,960,984</u>	94.38%
STREET CLEANING									
Personnel Services	474,300	479,500	479,427	109,198	22.78%	106,570	23.84%	442,785	100.00%
City Sponsored Pensions	71,900	71,900	71,973	71,911	99.91%	77,222	99.99%	77,283	100.00%
Sub-Total	<u>546,200</u>	<u>551,400</u>	<u>551,400</u>	<u>181,109</u>	32.85%	<u>183,792</u>	35.05%	<u>520,068</u>	100.00%
Operating Expenses	428,000	424,083	429,011	94,024	21.92%	90,846	17.64%	417,736	81.89%
Capital Outlay	0	0	0	0	----	0	----	0	----
Allocated Overhead/(Cost Recovery)	115,500	145,300	145,300	36,325	25.00%	28,875	25.00%	145,300	100.00%
Sub-Total	<u>1,089,700</u>	<u>1,120,783</u>	<u>1,125,711</u>	<u>311,458</u>	27.67%	<u>303,513</u>	26.28%	<u>1,083,104</u>	92.14%
TOTAL EXPENDITURES	<u>\$ 2,962,000</u>	<u>3,032,023</u>	<u>3,032,023</u>	<u>982,735</u>	32.41%	<u>1,002,026</u>	31.56%	<u>3,044,088</u>	93.57%

**CITY OF PENSACOLA
PARKING MANAGEMENT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Three Months Ended December 31, 2021
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	750	750	750	100.00%	0	----	0	----
REVENUES:									
Dumpster Loan Repayment	0	0	0	0	----	1,500	25.00%	6,054	100.00%
Miscellaneous	100	100	100	848	848.00%	73	----	141	100.71%
Intrest Income	0	0	0	295	----	0	----	709	100.14%
CHARGES FOR SERVICES:									
Boat Launch Fees	3,000	3,000	3,000	4,326	144.20%	0	----	19,297	100.00%
Parking Fines/Citations	372,600	372,600	372,600	97,550	26.18%	59,780	15.91%	345,816	100.00%
Parking Lot	108,000	108,000	108,000	32,717	30.29%	3,611	2.84%	89,341	100.00%
Parking Garage	448,000	448,000	448,000	50,208	11.21%	17,825	3.62%	155,727	100.00%
Parking Meters	211,000	211,000	211,000	69,359	32.87%	44,216	21.50%	180,139	100.00%
Parking on St Dumpsters	1,500	1,500	1,500	0	0.00%	279	18.60%	5,776	100.00%
Parking -Airport Charges for Service	0	0	0	0	----	0	----	9,077	100.00%
Special Item	0	0	0	0	----	0	----	38,626	100.00%
TOTAL REVENUES	1,144,200	1,144,200	1,144,200	255,303	22.31%	127,284	10.59%	850,703	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 1,144,200	1,144,950	1,144,950	256,053	22.36%	127,284	10.59%	850,703	100.00%
EXPENDITURES:									
Personnel Services	\$ 430,700	430,700	430,700	94,008	21.83%	60,476	12.26%	311,406	99.03%
Operating Expenses	647,500	608,250	608,250	69,294	11.39%	102,418	15.71%	361,227	77.70%
Capital Outlay	66,000	66,000	66,000	0	0.00%	0	0.00%	15,634	51.43%
Allocated Overhead/(Cost Recovery)	0	40,000	40,000	10,000	25.00%	10,000	25.00%	40,000	100.00%
Sub-Total	1,144,200	1,144,950	1,144,950	173,302	15.14%	172,894	14.31%	728,267	85.70%
TOTAL EXPENDITURES	\$ 1,144,200	1,144,950	1,144,950	173,302	15.14%	172,894	14.31%	728,267	85.70%

**CITY OF PENSACOLA
MUNICIPAL GOLF COURSE FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Three Months Ended December 31, 2021
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	26,009	26,009	26,009	100.00%	6,025	100.00%	6,025	100.00%
REVENUES:									
GOLF COURSE CHARGES									
Green Fees	298,300	298,300	298,300	85,280	28.59%	86,657	30.92%	327,470	100.00%
Electric Cart Rentals	98,000	98,000	98,000	29,842	30.45%	29,755	34.28%	115,133	100.00%
Pull Cart Rentals	100	100	100	30	30.00%	68	68.00%	268	100.00%
Concessions	18,000	18,000	18,000	6,000	33.33%	4,500	25.00%	18,000	92.31%
Pro Shop Sales	13,000	13,000	13,000	5,008	38.52%	4,713	36.25%	20,120	100.00%
Tournaments	37,400	37,400	37,400	12,797	34.22%	11,758	22.18%	36,377	100.00%
Driving Range	32,000	32,000	32,000	10,010	31.28%	10,985	36.02%	44,499	100.00%
Capital Surcharge	37,900	37,900	37,900	10,103	26.66%	10,593	28.63%	40,214	100.00%
Miscellaneous	0	0	0	0	----	0	----	0	----
Interest Income	0	0	0	167	----	328	----	929	100.00%
SUB-TOTAL REVENUES	534,700	534,700	534,700	159,237	29.78%	159,357	30.72%	603,010	99.75%
TRANSFERS IN GENERAL FUND	250,000	250,000	250,000	62,500	25.00%	62,500	25.00%	250,000	100.00%
TOTAL REVENUES	784,700	784,700	784,700	221,737	28.26%	221,857	28.86%	853,010	99.82%
TOTAL REVENUES AND FUND BALANCE	\$ 784,700	810,709	810,709	247,746	30.56%	227,882	29.41%	859,035	99.83%
EXPENDITURES:									
OPERATIONS									
Personnel Services	\$ 403,500	403,500	403,500	93,828	23.25%	78,116	20.37%	379,440	99.79%
City Sponsored Pensions	44,600	44,600	44,600	44,600	100.00%	47,000	100.00%	47,000	100.00%
Sub-Total	448,100	448,100	448,100	138,428	30.89%	125,116	29.07%	426,440	99.81%
Operating Expenses	336,600	357,401	357,401	128,699	36.01%	122,301	35.52%	311,861	77.73%
Capital Outlay	0	5,208	5,208	5,207	99.98%	0	----	0	98.25%
Sub-Total	784,700	810,709	810,709	272,334	33.59%	247,417	31.94%	738,301	88.82%
TOTAL EXPENDITURES	\$ 784,700	810,709	810,709	272,334	33.59%	247,417	31.94%	738,301	88.82%

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 Three Months Ended December 31, 2021
(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	67,257	67,257	67,257	100.00%	8,972	100.00%	8,972	100.00%
REVENUES:									
Building Permits	914,800	914,800	914,800	481,674	52.65%	352,742	39.51%	1,888,135	100.00%
Electrical Permits	210,000	210,000	210,000	57,184	27.23%	46,540	22.16%	218,678	100.00%
Gas Permits	48,000	48,000	48,000	15,000	31.25%	10,500	21.88%	55,250	100.00%
Plumbing Permits	140,000	140,000	140,000	39,900	28.50%	23,630	16.88%	123,552	100.00%
Mechanical Permits	94,500	94,500	94,500	26,929	28.50%	16,018	16.95%	119,726	100.00%
Miscellaneous Permits	7,000	7,000	7,000	1,550	22.14%	450	6.43%	6,700	100.00%
Zoning Review & Inspection Fees	32,100	32,100	32,100	13,600	42.37%	10,400	32.40%	60,150	100.00%
Permit Application Fee	295,600	295,600	295,600	106,040	35.87%	101,920	34.48%	478,800	100.00%
Tree Removal & Pruning Permits	0	0	0	0	----	375	----	2,250	100.00%
Lien Search Fees	12,000	12,000	12,000	8,050	67.08%	4,800	----	23,775	100.00%
Interest Income	0	0	0	821	----	221	----	2,144	100.00%
Sale of Asset	0	0	0	0	----	0	----	0	----
Miscellaneous	0	0	0	0	----	0	----	22	100.00%
TOTAL REVENUES	<u>1,754,000</u>	<u>1,754,000</u>	<u>1,754,000</u>	<u>750,748</u>	<u>42.80%</u>	<u>567,596</u>	<u>33.00%</u>	<u>2,979,182</u>	<u>100.00%</u>
TOTAL REVENUES AND FUND BALANCE	<u>\$ 1,754,000</u>	<u>1,821,257</u>	<u>1,821,257</u>	<u>818,005</u>	<u>44.91%</u>	<u>576,568</u>	<u>33.35%</u>	<u>2,988,154</u>	<u>100.00%</u>
EXPENDITURES:									
OPERATIONS									
Personnel Services	\$ 1,110,900	1,110,900	1,110,699	269,781	24.29%	238,628	25.28%	1,036,651	97.89%
City Sponsored Pensions	136,000	136,000	136,201	136,029	99.87%	141,827	99.97%	141,916	99.99%
Sub-Total	<u>1,246,900</u>	<u>1,246,900</u>	<u>1,246,900</u>	<u>405,810</u>	<u>32.55%</u>	<u>380,455</u>	<u>35.04%</u>	<u>1,178,567</u>	<u>98.13%</u>
Operating Expenses	285,400	290,757	290,757	115,818	39.83%	234,240	58.20%	350,129	23.94%
Capital Outlay	8,500	8,500	8,500	0	0.00%	27,409	100.00%	27,409	100.00%
Sub-Total	<u>1,540,800</u>	<u>1,546,157</u>	<u>1,546,157</u>	<u>521,628</u>	<u>33.74%</u>	<u>642,104</u>	<u>42.36%</u>	<u>1,556,105</u>	<u>57.55%</u>
Allocated Overhead/(Cost Recovery)	213,200	275,100	275,100	68,775	25.00%	53,300	25.00%	275,100	100.00%
Sub-Total	<u>1,754,000</u>	<u>1,821,257</u>	<u>1,821,257</u>	<u>590,403</u>	<u>32.42%</u>	<u>695,404</u>	<u>40.22%</u>	<u>1,831,205</u>	<u>61.46%</u>
TOTAL EXPENDITURES	<u>\$ 1,754,000</u>	<u>1,821,257</u>	<u>1,821,257</u>	<u>590,403</u>	<u>32.42%</u>	<u>695,404</u>	<u>40.22%</u>	<u>1,831,205</u>	<u>61.46%</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
ROGER SCOTT TENNIS CENTER
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Three Months Ended December 31, 2021
(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	8,905	8,905	8,905	100.00%	0	----	0	----
REVENUES:									
CHARGES FOR SERVICES									
Scott Tennis Pro Revenue	128,800	128,800	128,800	31,250	24.26%	33,854	27.08%	130,208	100.00%
Scott Tennis Pro Shop Lease	0	0	0	0	----	707	19.11%	640	90.52%
Interest Income	0	0	0	129	----	267	----	763	100.00%
TOTAL REVENUES	<u>128,800</u>	<u>128,800</u>	<u>128,800</u>	<u>31,379</u>	24.36%	<u>34,828</u>	27.06%	<u>131,611</u>	99.95%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 128,800</u>	<u>137,705</u>	<u>137,705</u>	<u>40,284</u>	29.25%	<u>34,828</u>	27.06%	<u>131,611</u>	99.95%
EXPENDITURES:									
OPERATIONS									
Operating Expenses	\$ 128,800	130,084	130,084	14,660	11.27%	14,221	11.05%	65,357	53.75%
Capital Outlay	0	7,621	7,621	7,620	99.99%	0	----	0	98.96%
Sub-Total	<u>128,800</u>	<u>137,705</u>	<u>137,705</u>	<u>22,280</u>	16.18%	<u>14,221</u>	11.05%	<u>65,357</u>	56.40%
TOTAL EXPENDITURES	<u>\$ 128,800</u>	<u>137,705</u>	<u>137,705</u>	<u>22,280</u>	16.18%	<u>14,221</u>	11.05%	<u>65,357</u>	56.40%

CITY OF PENSACOLA
COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Three Months Ended December 31, 2021
(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
PARK OPERATIONS:									
APPROPRIATED FUND BALANCE	\$ 37,400	516,022	516,022	516,022	100.00%	61,743	100.00%	74,616	100.00%
REVENUES:									
COMMUNITY MARITIME PARK									
Event Scheduling Management									
Rentals	35,000	35,000	35,000	2,600	7.43%	1,500	4.41%	13,800	100.00%
Vendor Kiosk Management									
Kiosk Sales	4,000	4,000	4,000	0	0.00%	(100)	-2.63%	0	----
Parking Management	110,000	110,000	110,000	0	0.00%	0	0.00%	121,427	100.00%
City Hall Parking	27,000	27,000	27,000	0	0.00%	0	0.00%	26,512	100.00%
Lease Fees	155,000	155,000	155,000	30,167	19.46%	34,519	23.48%	148,984	100.00%
User Fees									
Northwest Florida Professional Baseball	175,000	175,000	175,000	43,750	25.00%	43,750	25.00%	175,000	100.00%
University of West Florida	25,000	25,000	25,000	0	0.00%	0	0.00%	0	----
Surcharge									
Attendance	275,000	275,000	275,000	0	0.00%	0	0.00%	299,837	111.67%
Naming Rights	112,500	112,500	112,500	28,125	25.00%	28,125	25.00%	112,500	100.00%
Community Event Concessions	30,000	30,000	30,000	0	0.00%	0	0.00%	0	----
Parcels Option Payments	0	0	0	1,328	----	321,539	88.77%	370,107	99.64%
Other Charges for Services	65,600	65,600	65,600	3,105	4.73%	3,436	14.75%	24,068	100.00%
Miscellaneous Revenue	0	0	0	0	----	0	----	50	33.33%
Sub-Total	<u>1,014,100</u>	<u>1,014,100</u>	<u>1,014,100</u>	<u>109,075</u>	10.76%	<u>432,769</u>	32.94%	<u>1,292,285</u>	102.37%
TOTAL REVENUES	<u>1,014,100</u>	<u>1,014,100</u>	<u>1,014,100</u>	<u>109,075</u>	10.76%	<u>432,769</u>	32.94%	<u>1,292,285</u>	102.37%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 1,051,500</u>	<u>1,530,122</u>	<u>1,530,122</u>	<u>625,097</u>	40.85%	<u>494,512</u>	35.95%	<u>1,366,901</u>	102.24%

CITY OF PENSACOLA
COMMUNITY MARITIME PARK MANAGEMENT SERVICES FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Three Months Ended December 31, 2021
(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENDITURES									
COMMUNITY MARITIME PARK									
Personnel Services	\$ 129,900	129,900	129,900	196	0.15%	3,540	2.91%	47,937	47.28%
Operating Expenses	901,600	1,254,450	1,254,450	352,136	28.07%	345,287	27.98%	764,682	67.34%
Capital Outlay	0	125,772	125,772	70,772	56.27%	0	----	0	0.00%
Sub-Total	<u>1,031,500</u>	<u>1,510,122</u>	<u>1,510,122</u>	<u>423,104</u>	<u>28.02%</u>	<u>348,827</u>	<u>25.73%</u>	<u>812,619</u>	<u>61.70%</u>
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>	<u>100.00%</u>	<u>0</u>	<u>0.00%</u>	<u>20,000</u>	<u>100.00%</u>
TOTAL PARK OPERATIONS EXPENDITURES	<u>\$ 1,051,500</u>	<u>1,530,122</u>	<u>1,530,122</u>	<u>443,104</u>	<u>28.96%</u>	<u>348,827</u>	<u>25.36%</u>	<u>832,619</u>	<u>62.28%</u>
PARK RENEWAL AND REPLACEMENT:									
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	(5,588)	100.00%
REVENUES:									
Variable Ticket	128,400	128,400	128,400	0	0.00%	0	0.00%	106,632	77.49%
Interest Income	0	0	0	936	----	1,592	----	4,572	100.00%
Sub-Total	<u>128,400</u>	<u>128,400</u>	<u>128,400</u>	<u>936</u>	<u>0.73%</u>	<u>1,592</u>	<u>1.23%</u>	<u>111,204</u>	<u>78.22%</u>
TOTAL REVENUES AND FUND BALANCE	<u>\$ 128,400</u>	<u>128,400</u>	<u>128,400</u>	<u>936</u>	<u>0.73%</u>	<u>1,592</u>	<u>1.23%</u>	<u>105,616</u>	<u>77.33%</u>
EXPENDITURES									
Operating Expenses	128,400	128,400	128,400	13,682	10.66%	7,285	5.33%	72,696	53.22%
Capital Outlay	0	0	0	0	----	0	----	0	----
Sub-Total	<u>128,400</u>	<u>128,400</u>	<u>128,400</u>	<u>13,682</u>	<u>10.66%</u>	<u>7,285</u>	<u>5.33%</u>	<u>72,696</u>	<u>53.22%</u>
TOTAL RENEWAL AND REPLACEMENT EXPENDITURES	<u>\$ 128,400</u>	<u>128,400</u>	<u>128,400</u>	<u>13,682</u>	<u>10.66%</u>	<u>7,285</u>	<u>5.33%</u>	<u>72,696</u>	<u>53.22%</u>
TOTAL FUND:									
TOTAL REVENUES AND FUND BALANCE	<u>\$ 1,179,900</u>	<u>1,658,522</u>	<u>1,658,522</u>	<u>626,033</u>	<u>37.75%</u>	<u>496,104</u>	<u>32.96%</u>	<u>1,472,517</u>	<u>99.93%</u>
TOTAL EXPENDITURES	<u>\$ 1,179,900</u>	<u>1,658,522</u>	<u>1,658,522</u>	<u>456,786</u>	<u>27.54%</u>	<u>356,112</u>	<u>23.55%</u>	<u>905,315</u>	<u>61.44%</u>

**CITY OF PENSACOLA
LOCAL OPTION SALES TAX
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Three Months Ended December 31, 2021
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
LOCAL OPTION SALES TAX FUND:									
APPROPRIATED FUND BALANCE	\$ 0	32,064,025	32,064,025	32,064,025	100.00%	31,552,624	100.00%	30,277,674	100.00%
REVENUES:									
1-CT Local Option Sales Tax	9,605,500	9,605,500	9,605,500	2,013,643	20.96%	1,698,219	17.94%	10,718,928	100.00%
Interest	0	0	0	823	----	5,858	----	12,422	100.00%
Contributions	0	1,302,546	1,302,546	0	0.00%	0	----	0	----
Miscellaneous	0	0	0	0	----	0	----	10,000	100.00%
TOTAL REVENUES	9,605,500	10,908,046	10,908,046	2,014,466	18.47%	1,704,077	18.00%	10,741,350	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 9,605,500	42,972,071	42,972,071	34,078,491	79.30%	33,256,701	81.08%	41,019,024	100.00%
EXPENDITURES:									
CAPITAL PROJECTS									
Operating Expenses	0	117,184	129,919	129,919	100.00%	60,800	93.88%	426,722	99.37%
Capital Outlay	4,030,300	22,077,967	22,065,232	4,678,849	21.20%	5,894,291	28.86%	6,826,592	52.21%
Sub-Total	4,030,300	22,195,151	22,195,151	4,808,768	21.67%	5,955,091	29.07%	7,253,314	53.50%
TRANSFER OUT									
Port of Pensacola	0	152,108	152,108	0	0.00%	15,454	6.45%	87,659	36.56%
Pensacola International Airport	0	15,049,612	15,049,612	723,280	4.81%	20,649	0.13%	945,850	5.91%
Sub-Total	0	15,201,720	15,201,720	723,280	4.76%	36,103	0.22%	1,033,509	6.37%
DEBT SERVICE									
Principal	5,193,900	5,193,900	5,193,900	2,181,000	41.99%	2,136,000	55.90%	3,821,387	100.00%
Interest	381,300	381,300	381,300	202,326	53.06%	225,288	47.25%	476,658	100.00%
Sub-Total	5,575,200	5,575,200	5,575,200	2,383,326	42.75%	2,361,288	54.94%	4,298,045	100.00%
TOTAL EXPENDITURES	\$ 9,605,500	42,972,071	42,972,071	7,915,374	18.42%	8,352,482	20.36%	12,584,868	39.71%

CITY OF PENSACOLA
LOCAL OPTION SALES TAX
COMPARATIVE SCHEDULE OF REVENUES AND EXPENDITURES - BUDGETED AND ACTUAL
For the Three Months Ended December 31, 2021
(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
LOST SERIES 2017 PROJECT FUND:									
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	1,030,879	100.00%	1,030,879	100.00%
REVENUES:									
Interest	0	0	0	0	----	0	----	0	----
TOTAL REVENUES	0	0	0	0	----	0	----	0	----
TOTAL REVENUES AND FUND BALANCE	<u>\$ 0</u>	<u>0</u>	<u>0</u>	<u>0</u>	----	<u>1,030,879</u>	100.00%	<u>1,030,879</u>	100.00%
EXPENDITURES:									
CAPITAL PROJECTS									
Capital Outlay	0	0	0	0	----	1,030,879	100.00%	1,030,879	100.00%
Sub-Total	0	0	0	0	----	1,030,879	100.00%	1,030,879	100.00%
TOTAL LOST IV BOND EXPENDITURES	<u>\$ 0</u>	<u>0</u>	<u>0</u>	<u>0</u>	----	<u>1,030,879</u>	100.00%	<u>1,030,879</u>	100.00%
TOTAL:									
TOTAL REVENUES AND FUND BALANCE	<u>\$ 9,605,500</u>	<u>42,972,071</u>	<u>42,972,071</u>	<u>34,078,491</u>	79.30%	<u>34,287,580</u>	81.54%	<u>42,049,903</u>	100.00%
TOTAL EXPENDITURES	<u>\$ 9,605,500</u>	<u>42,972,071</u>	<u>42,972,071</u>	<u>7,915,374</u>	18.42%	<u>9,383,361</u>	22.31%	<u>13,615,747</u>	41.19%

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 Three Months Ended December 31, 2021
(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 42,500	3,751,156	3,751,156	3,751,156	100.00%	4,497,859	100.00%	4,497,859	100.00%
REVENUES:									
Interest	0	0	0	2,682	----	9,617	----	20,500	100.00%
Transfer In From General Fund	2,735,000	2,735,000	2,735,000	1,732,757	63.35%	1,996,168	72.99%	2,735,000	100.00%
TOTAL REVENUES	<u>2,735,000</u>	<u>2,735,000</u>	<u>2,735,000</u>	<u>1,735,439</u>	63.45%	<u>2,005,785</u>	73.34%	<u>2,755,500</u>	100.00%
TOTAL REVENUES AND FUND BALANCE	<u>\$ 2,777,500</u>	<u>6,486,156</u>	<u>6,486,156</u>	<u>5,486,595</u>	84.59%	<u>6,503,644</u>	89.92%	<u>7,253,359</u>	100.00%
EXPENDITURES:									
CAPITAL PROJECTS									
Personal Services	\$ 0	0	0	0	----	0	----	0	----
Operating Expenses	662,200	964,682	964,682	161,708	16.76%	134,374	11.14%	639,026	82.87%
Capital Outlay	<u>1,925,700</u>	<u>5,341,074</u>	<u>5,341,074</u>	<u>981,974</u>	18.39%	<u>1,881,380</u>	32.23%	<u>2,718,548</u>	56.58%
Sub-Total	<u>2,587,900</u>	<u>6,305,756</u>	<u>6,305,756</u>	<u>1,143,682</u>	18.14%	<u>2,015,754</u>	28.62%	<u>3,357,574</u>	60.11%
Allocated Overhead/(Cost Recovery)	<u>189,600</u>	<u>180,400</u>	<u>180,400</u>	<u>45,100</u>	25.00%	<u>47,400</u>	25.00%	<u>180,400</u>	100.00%
TOTAL EXPENDITURES	<u>\$ 2,777,500</u>	<u>6,486,156</u>	<u>6,486,156</u>	<u>1,188,782</u>	18.33%	<u>2,063,154</u>	28.52%	<u>3,537,974</u>	61.10%

**CITY OF PENSACOLA
GAS UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Three Months Ended December 31, 2021
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
GAS OPERATIONS:									
APPROPRIATED FUND BALANCE	\$ 0	1,792,678	1,792,678	1,792,678	100.00%	1,865,039	100.00%	1,332,889	100.00%
REVENUES:									
GAS									
Residential User Fees	21,898,700	21,898,700	21,898,700	4,661,029	21.28%	4,270,051	19.45%	23,271,782	100.00%
Commercial User Fees	12,616,600	12,616,600	12,616,600	3,376,037	26.76%	2,459,107	18.67%	12,441,413	100.00%
Municipal User Fees	301,900	301,900	301,900	84,259	27.91%	71,113	25.14%	297,674	100.00%
Interruptible User Fees	2,993,400	2,993,400	2,993,400	705,502	23.57%	597,325	18.75%	3,145,742	58.67%
Transportation User Fees	5,225,000	5,505,591	5,505,591	2,116,339	38.44%	1,111,791	20.30%	6,642,348	150.06%
Compressed Natural Gas	952,400	952,400	952,400	308,628	32.41%	242,640	26.30%	954,400	100.00%
Miscellaneous Charges	557,300	557,300	557,300	140,186	25.15%	154,263	27.16%	658,194	99.98%
New Accounts/Turn-on Fees	659,400	659,400	659,400	129,131	19.58%	135,385	19.02%	467,875	100.00%
Interest Income	10,000	10,000	10,000	15,274	152.74%	34,247	----	109,337	100.00%
Infrastructure Cost Recovery	3,305,900	3,305,900	3,305,900	700,668	21.19%	745,952	22.26%	3,415,627	100.00%
Cookbooks	0	0	0	1,190	----	3,816	----	8,181	100.00%
Sale of Asset	0	0	0	0	----	1,300	----	13,836	100.00%
TOTAL REVENUES	48,520,600	48,801,191	48,801,191	12,238,243	25.08%	9,826,990	19.81%	51,426,409	100.00%
TOTAL REVENUES AND FUND BALANCE	\$ 48,520,600	50,593,869	50,593,869	14,030,921	27.73%	11,692,029	22.71%	52,759,298	100.00%
EXPENSES:									
GAS OPERATION & MAINTENANCE									
Personnel Services	\$ 8,936,800	8,974,700	8,974,700	1,977,207	22.03%	1,818,525	21.34%	7,898,626	97.22%
City Sponsored Pensions	1,321,000	1,321,000	1,321,000	1,321,000	100.00%	1,398,095	99.95%	1,399,368	99.97%
Sub-Total	10,257,800	10,295,700	10,295,700	3,298,207	32.03%	3,216,620	32.42%	9,297,994	97.63%
Operating Expenses	26,014,200	27,147,029	27,147,029	8,787,122	32.37%	5,843,831	21.31%	27,033,081	99.50%
Capital Outlay	916,000	1,775,040	1,775,040	1,145,967	64.56%	2,271,899	80.94%	2,371,567	86.11%
Sub-Total	37,188,000	39,217,769	39,217,769	13,231,296	33.74%	11,332,350	28.22%	38,702,642	97.86%
TRANSFERS OUT									
General Fund	8,000,000	8,000,000	8,000,000	4,000,000	50.00%	4,000,000	50.00%	8,000,000	100.00%
Sub-Total	8,000,000	8,000,000	8,000,000	4,000,000	50.00%	4,000,000	50.00%	8,000,000	100.00%
Allocated Overhead/(Cost Recovery)	1,309,000	1,352,500	1,352,500	338,125	25.00%	327,250	25.00%	1,352,500	100.00%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
GAS UTILITY FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Three Months Ended December 31, 2021
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
EXPENSES: (continued)									
DEBT SERVICE									
Interest	191,600	191,600	191,600	118,149	61.66%	132,110	57.87%	228,213	99.96%
Principal	1,832,000	1,832,000	1,832,000	1,832,000	100.00%	1,795,000	100.00%	1,795,000	100.00%
Sub-Total	2,023,600	2,023,600	2,023,600	1,950,149	96.37%	1,927,110	95.25%	2,023,213	100.00%
TOTAL GAS OPERATIONS EXPENSES	\$ 48,520,600	50,593,869	50,593,869	19,519,570	38.58%	17,586,710	34.16%	50,078,355	98.32%

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 Three Months Ended December 31, 2021
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
SANITATION OPERATIONS:									
APPROPRIATED FUND BALANCE	\$ 481,600	2,446,471	2,446,471	2,446,471	100.00%	1,206,840	100.00%	3,276,737	100.00%
REVENUES:									
SANITATION									
Residential Refuse Container Charges	4,932,200	4,932,200	4,932,200	1,243,571	25.21%	1,195,963	25.04%	4,754,122	100.00%
Bulk Item Collection Charges	130,000	130,000	130,000	47,204	36.31%	8,025	6.17%	128,326	100.16%
Business Refuse Container Charges	127,000	127,000	127,000	57,427	45.22%	35,551	28.58%	164,932	100.00%
Fuel Surcharge	360,000	360,000	360,000	87,830	24.40%	85,650	25.02%	333,092	100.00%
County Landfill	1,230,000	1,230,000	1,230,000	308,034	25.04%	307,788	24.39%	1,226,621	100.00%
New Accounts/Transfer Fees	85,000	85,000	85,000	20,140	23.69%	20,680	24.33%	79,300	100.00%
Premium Service Fee	0	0	0	140	----	----	----	----	----
Miscellaneous	40,000	40,000	40,000	9,181	22.95%	8,813	22.03%	32,329	100.00%
Interest Income	0	0	0	619	----	3,213	----	7,535	100.00%
Sale of Assets	5,000	5,000	5,000	0	0.00%	8,250	165.00%	19,650	100.00%
SUB-TOTAL SANITATION REVENUES	6,909,200	6,909,200	6,909,200	1,774,146	25.68%	1,673,933	24.75%	6,745,907	100.00%
CAPITAL EQUIPMENT SURCHARGE									
Equipment Surcharge	774,000	774,000	774,000	195,756	25.29%	190,565	25.47%	759,456	100.00%
CNG Rebates	500,000	500,000	500,000	0	0.00%	0	0.00%	0	----
Advertising Revenue	80,200	80,200	80,200	40,100	50.00%	40,100	50.00%	80,200	100.00%
Sub-Total	1,354,200	1,354,200	1,354,200	235,856	17.42%	230,665	17.36%	839,656	100.00%
SUB-TOTAL SANITATION REVENUES	8,263,400	8,263,400	8,263,400	2,010,002	24.32%	1,904,598	23.53%	7,585,563	100.00%
CODE ENFORCEMENT									
Franchise Fees	1,325,000	1,325,000	1,325,000	(13,366)	-1.01%	1,120	0.09%	1,374,953	100.00%
Lot Cleaning (FY Cash Balance) *	70,000	70,000	70,000	21,583	30.83%	14,987	18.73%	82,125	79.86%
Code Enforcement Violations	100,000	100,000	100,000	23,832	23.83%	20,390	20.39%	93,623	100.00%
Sub-Total	1,495,000	1,495,000	1,495,000	32,049	2.14%	36,497	2.50%	1,550,701	98.68%
ENFORCEMENT REVENUES	1,495,000	1,495,000	1,495,000	32,049	2.14%	36,497	2.50%	1,550,701	98.68%
SUB-TOTAL REVENUES	9,758,400	9,758,400	9,758,400	2,042,051	20.93%	1,941,095	20.32%	9,136,264	99.78%
TOTAL REVENUES AND FUND BALANCE	\$ 10,240,000	12,204,871	12,204,871	4,488,522	36.78%	3,147,935	29.26%	12,413,001	99.84%

* Actual billings are \$27,524 however collections are typically lower.

**CITY OF PENSACOLA
SANITATION FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Three Months Ended December 31, 2021
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
SANITATION OPERATIONS CONTINUED:									
EXPENSES:									
SANITATION SERVICES									
Personnel Services	\$ 2,783,900	2,808,300	2,808,152	635,031	22.61%	882,233	33.92%	2,744,545	98.38%
City Sponsored Pensions	383,600	383,600	383,748	383,686	99.98%	58,160	24.08%	390,542	100.00%
Sub-Total	3,167,500	3,191,900	3,191,900	1,018,717	31.92%	940,393	33.09%	3,135,087	98.57%
Operating Expenses	3,639,100	3,614,700	3,614,700	708,006	19.59%	896,826	23.53%	3,666,394	99.99%
Capital Outlay	31,000	66,300	66,300	35,300	53.24%	0	----	0	----
Allocated Overhead/(Cost Recovery)	489,100	538,200	538,200	134,550	25.00%	122,275	25.00%	538,200	100.00%
Sub-Total	7,326,700	7,411,100	7,411,100	1,896,573	25.59%	1,959,494	27.43%	7,339,681	99.38%
CAPITAL EQUIPMENT									
Capital Outlay	1,274,000	3,156,423	3,156,423	1,882,421	59.64%	1,753,571	87.18%	1,651,847	99.96%
Sub-Total	1,274,000	3,156,423	3,156,423	1,882,421	59.64%	1,753,571	87.18%	1,651,847	99.96%
DEBT SERVICE									
Interest	1,500	1,500	1,500	1,492	99.47%	2,953	65.62%	4,445	98.78%
Principal	142,800	142,800	142,800	142,740	99.96%	139,880	99.99%	139,880	99.99%
Sub-Total	144,300	144,300	144,300	144,232	99.95%	142,833	98.91%	144,325	99.95%
SUB-TOTAL SANITATION EXPENSES	8,745,000	10,711,823	10,711,823	3,923,226	36.63%	3,855,898	41.46%	9,135,853	99.57%
CODE ENFORCEMENT PROGRAM									
Personnel Services	848,800	850,400	850,400	280,606	33.00%	144,427	21.29%	648,044	100.00%
City Sponsored Pensions	44,600	44,600	44,600	44,600	100.00%	194,738	100.00%	194,837	100.00%
Sub-Total	893,400	895,000	895,000	325,206	36.34%	339,165	38.85%	842,881	100.00%
Operating Expenses	346,600	345,548	343,500	105,420	30.69%	92,081	24.90%	224,544	80.09%
Capital Outlay	34,000	34,000	34,000	0	0.00%	0	----	0	----
Allocated Overhead/(Cost Recovery)	112,400	109,900	109,900	27,475	25.00%	28,100	25.00%	109,900	100.00%
Sub-Total	1,386,400	1,384,448	1,382,400	458,101	33.14%	459,346	33.90%	1,177,325	95.46%
CODE ENFORCEMENT ZONING/HOUSING									
Personnel Services	66,600	66,600	66,576	15,823	23.77%	15,057	23.42%	63,363	100.00%
City Sponsored Pensions	31,400	31,400	31,424	31,412	99.96%	28,112	100.00%	28,152	100.00%
Sub-Total	98,000	98,000	98,000	47,235	48.20%	43,169	46.72%	91,515	100.00%
Operating Expenses	10,600	10,600	12,648	3,835	30.32%	5,067	47.36%	7,243	99.97%
Capital Outlay	0	0	0	0	----	0	----	0	----
Sub-Total	108,600	108,600	110,648	51,070	46.16%	48,236	46.79%	98,758	99.99%
SUB-TOTAL CODE ENFORCEMENT	1,495,000	1,493,048	1,493,048	509,171	34.10%	507,582	34.81%	1,276,083	95.80%
TOTAL EXPENSES	\$ 10,240,000	12,204,871	12,204,871	4,432,397	36.32%	4,363,480	40.56%	10,411,936	99.17%
TOTAL FUND:									
TOTAL REVENUES AND FUND BALANCE	\$ 10,240,000	12,204,871	12,204,871	4,488,522	36.78%	3,147,935	29.26%	12,413,001	99.84%
TOTAL EXPENSES	\$ 10,240,000	12,204,871	12,204,871	4,432,397	36.32%	4,363,480	40.56%	10,411,936	99.17%

The City's general, fire and police pension fund annual contributions were paid in a lump sum contribution on October 1st which have been separated from personal services.

**CITY OF PENSACOLA
PORT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Three Months Ended December 31, 2021
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	831,528	831,528	831,528	100.00%	251,717	100.00%	251,717	100.00%
REVENUES:									
PORT									
Handling	31,700	31,700	31,700	5,999	18.92%	1,816	5.88%	16,933	100.00%
Wharfage	402,400	402,400	402,400	77,077	19.15%	56,472	14.76%	424,107	100.00%
Storage	309,000	309,000	309,000	52,143	16.87%	127,348	31.73%	729,965	100.00%
Dockage	845,500	845,500	845,500	115,316	13.64%	124,524	19.03%	548,819	100.00%
Water Sales	6,000	6,000	6,000	1,077	17.95%	2,879	47.98%	10,757	100.00%
Property Rental	597,500	597,500	597,500	202,941	33.97%	218,422	34.05%	609,143	100.00%
Stevedore Fees	3,000	3,000	3,000	153	5.10%	72	0.23%	14,186	100.00%
Harbor	27,700	27,700	27,700	8,140	29.39%	10,610	43.48%	34,630	100.00%
Security Fees	104,500	104,500	104,500	15,164	14.51%	17,048	19.48%	79,023	100.00%
Interior Lighting	115,000	115,000	115,000	66,227	57.59%	33,904	29.48%	182,244	100.00%
Miscellaneous/Billed	0	0	0	1,825	----	43,463	289.75%	26,245	100.00%
Seville Harbor Lease	46,100	46,100	46,100	15,387	33.38%	0	----	83,914	100.00%
Miscellaneous/Non-Billed	0	0	0	4,485	----	0	----	93,927	100.00%
Miscellaneous - Ins Proceeds - Sally	0	0	0	0	----	0	----	1,650,924	100.00%
Cedar Street Lease/Parking Lot	65,700	65,700	65,700	19,920	30.32%	19,920	30.32%	59,760	100.00%
Pilot Boat Fee	0	29,580	29,580	7,600	25.69%	0	----	0	----
Donations	0	200,000	200,000	0	0.00%	0	----	0	----
Interest Income	0	0	0	1,407	----	4,844	----	10,243	100.00%
SUB-TOTAL OPERATING REVENUES	2,554,100	2,783,680	2,783,680	594,861	21.37%	661,322	26.93%	4,574,820	100.00%
TRANSFERS IN LOCAL OPTION SALES TAX FUND	0	152,108	152,108	0	0.00%	15,454	6.45%	87,659	36.56%
TOTAL REVENUES	2,554,100	2,935,788	2,935,788	594,861	20.26%	676,776	25.11%	4,662,479	96.84%
TOTAL REVENUES AND FUND BALANCE	\$ 2,554,100	3,767,316	3,767,316	1,426,389	37.86%	928,493	31.50%	4,914,196	97.00%
EXPENSES:									
OPERATIONS & MAINTENANCE									
Personnel Services	\$ 903,400	906,400	906,400	179,389	19.79%	183,832	21.31%	805,074	92.28%
City Sponsored Pensions	104,500	104,500	104,500	104,500	100.00%	108,535	100.00%	108,619	99.84%
Sub-Total	1,007,900	1,010,900	1,010,900	283,889	28.08%	292,367	30.11%	913,693	93.12%
Operating Expenses	1,333,000	1,531,001	1,531,001	405,256	26.47%	350,477	25.36%	1,004,011	61.39%
Capital Outlay	100,000	1,073,915	1,073,915	584,422	54.42%	159,435	33.12%	1,187,334	80.21%
Sub-Total	2,440,900	3,615,816	3,615,816	1,273,567	35.22%	802,279	28.31%	3,105,038	75.92%
Allocated Overhead/(Cost Recovery)	113,200	151,500	151,500	37,875	25.00%	28,300	25.00%	151,500	100.00%
TOTAL EXPENSES	\$ 2,554,100	3,767,316	3,767,316	1,311,442	34.81%	830,579	28.18%	3,256,538	76.64%

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 Three Months Ended December 31, 2021
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 12,039,700	18,508,373	18,508,373	18,508,373	100.00%	7,237,113	100.00%	2,808,525	100.00%
REVENUES:									
AIRLINE REVENUES									
Loading Bridges Fees	243,000	243,000	243,000	178,008	73.25%	35,399	8.74%	199,988	100.00%
Air Carrier Landing Fees	319,000	319,000	319,000	90,339	28.32%	93,965	5.37%	463,113	100.00%
Cargo Landing Fees	44,000	44,000	44,000	10,056	22.85%	11,586	11.59%	46,060	100.00%
Apron Area Rental	825,000	825,000	825,000	220,497	26.73%	121,388	15.37%	513,923	100.00%
Cargo Apron Area Rental	73,000	73,000	73,000	24,033	32.92%	23,660	37.56%	94,095	100.00%
Baggage Handling System	1,056,000	1,056,000	1,056,000	247,550	23.44%	114,863	9.46%	458,284	100.00%
Ron Ramp	71,000	71,000	71,000	28,196	39.71%	14,722	147.22%	115,462	100.00%
Airline Rentals	2,270,000	2,270,000	2,270,000	841,245	37.06%	341,038	12.41%	1,458,241	100.00%
SUBTOTAL AIRLINE REVENUES	4,901,000	4,901,000	4,901,000	1,639,924	33.46%	756,621	10.69%	3,349,166	100.00%
NON-AIRLINE REVENUES									
U.S.Government	96,000	96,000	96,000	24,000	25.00%	24,000	25.00%	96,000	100.00%
Rental Cars	3,731,000	3,731,000	3,731,000	1,358,959	36.42%	1,072,515	36.85%	6,309,382	100.29%
Rental Car Customer Facility Charge (Garage)	829,000	829,000	829,000	217,699	26.26%	176,020	24.11%	891,902	100.00%
CFC - Rental Car Svc Facility	2,225,000	2,225,000	2,225,000	623,408	28.02%	504,085	44.85%	2,554,113	100.00%
Rental Car Service Facility Rent	263,000	263,000	263,000	71,920	27.35%	67,912	27.16%	279,125	100.00%
Fixed Base Operators	223,000	223,000	223,000	55,537	24.90%	55,718	25.33%	210,594	100.00%
Restaurant and Lounge	597,000	597,000	597,000	153,024	25.63%	105,608	22.66%	793,817	100.00%
Advertising	129,000	129,000	129,000	43,755	33.92%	37,700	39.68%	170,971	100.00%
Hangar Rentals	100,000	100,000	100,000	50,229	50.23%	44,625	59.50%	133,633	100.00%
ST Ground Lease	266,000	266,000	266,000	68,111	25.61%	66,775	25.68%	269,330	100.00%
Airport & 12th	168,000	168,000	168,000	46,392	27.61%	44,783	26.72%	188,765	100.00%
Parking Lot	5,000,000	5,000,000	5,000,000	1,943,151	38.86%	966,827	22.75%	5,417,043	100.00%
Gift Shop	270,000	270,000	270,000	118,531	43.90%	68,364	32.37%	490,334	100.54%
Taxi Permits	134,000	134,000	134,000	23,734	17.71%	12,742	9.25%	177,816	100.00%
LEO/TSA Security	110,000	110,000	110,000	28,520	25.93%	27,600	27.60%	112,230	100.00%
Commercial Property Rentals	190,000	190,000	190,000	100,753	53.03%	85,519	26.15%	376,264	100.00%
GSA/TSA Term Rent	162,000	162,000	162,000	40,706	25.13%	44,756	27.97%	166,547	100.00%
Miscellaneous	134,000	134,000	134,000	85,993	64.17%	146,736	118.53%	320,716	99.97%
Interest Income	93,000	93,000	93,000	48,937	52.62%	84,755	----	250,605	100.00%
Sale of Asset	0	0	0	2,435	----	0	----	60,050	100.00%
SUB-TOTAL NON-AIRLINE REVENUES	14,720,000	14,720,000	14,720,000	5,105,794	34.69%	3,637,040	31.07%	19,269,237	100.11%
TOTAL OPERATING REVENUES	19,621,000	19,621,000	19,621,000	6,745,718	34.38%	4,393,661	23.39%	22,618,403	100.09%
TOTAL REVENUES AND FUND BALANCE	\$ 31,660,700	38,129,373	38,129,373	25,254,091	66.23%	11,630,774	44.70%	25,426,928	100.08%

**CITY OF PENSACOLA
AIRPORT FUND
COMPARATIVE SCHEDULE OF REVENUES AND EXPENSES - BUDGETED AND ACTUAL
For the Three Months Ended December 31, 2021
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E	% OF BUDGET F.Y.E.
EXPENSES:									
OPERATION & MAINTENANCE									
Personnel Services	\$ 4,657,300	4,657,300	4,657,300	1,242,038	26.67%	976,173	21.84%	4,235,838	99.19%
City Sponsored Pensions	700,200	700,200	700,200	573,746	81.94%	725,948	99.88%	726,452	99.85%
Sub-Total	5,357,500	5,357,500	5,357,500	1,815,784	33.89%	1,702,121	32.75%	4,962,290	99.28%
Operating Expenses	14,260,300	16,640,147	16,087,847	4,385,727	27.26%	3,700,445	31.27%	7,692,315	91.06%
Capital Outlay	2,452,000	6,538,726	7,091,026	3,643,350	51.38%	3,322,724	85.54%	2,408,441	87.89%
Sub-Total	22,069,800	28,536,373	28,536,373	9,844,861	34.50%	8,725,290	41.72%	15,063,046	92.18%
CARES ACT FUNDING (a)									
Cares Act Personnel Services	0	0	0	0	----	0	----	(2,273,664)	----
Cares Act Operating Expenses	0	0	0	0	----	0	----	(2,907,889)	----
Sub-Total	0	0	0	0	----	0	----	(5,181,553)	----
DEBT SERVICE GARB									
Interest	586,500	586,500	586,500	258,994	44.16%	282,800	43.66%	517,989	79.96%
Principal	2,277,000	2,277,000	2,277,000	1,821,500	80.00%	1,768,600	79.99%	1,768,600	79.99%
Sub-Total	2,863,500	2,863,500	2,863,500	2,080,494	72.66%	2,051,400	71.76%	2,286,589	79.99%
DEBT SERVICE CFC									
Interest	242,300	242,300	242,300	12,303	5.08%	13,210	4.10%	51,144	15.87%
Principal	5,800,000	5,800,000	5,800,000	5,800,000	100.00%	0	0.00%	0	0.00%
Sub-Total	6,042,300	6,042,300	6,042,300	5,812,303	96.19%	13,210	0.84%	51,144	3.27%
Allocated Overhead/(Cost Recovery)									
General Fund	685,100	687,200	687,200	171,800	25.00%	171,275	25.00%	687,200	100.00%
TOTAL OPERATING EXPENSES	\$ 31,660,700	38,129,373	38,129,373	17,909,458	46.97%	10,961,175	42.12%	12,906,426	65.14%

(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 Three Months Ended December 31, 2021
(Unaudited)

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	37,000	37,000	37,000	100.00%	10,000	100.00%	0	----
REVENUES:									
Service Fees	1,448,400	1,571,400	1,571,400	330,315	21.02%	475,011	31.51%	1,471,869	93.89%
TOTAL REVENUES	1,448,400	1,571,400	1,571,400	330,315	21.02%	475,011	31.51%	1,471,869	93.89%
TOTAL REVENUES AND FUND BALANCE	\$ 1,448,400	1,608,400	1,608,400	367,315	22.84%	485,011	31.96%	1,471,869	93.89%
EXPENSES:									
RISK MANAGEMENT									
Personnel Services	\$ 374,600	374,600	374,600	88,276	23.57%	148,253	24.23%	642,869	98.01%
City Sponsored Pensions	51,000	51,000	51,000	51,000	100.00%	53,816	99.91%	53,870	100.00%
Sub-Total	425,600	425,600	425,600	139,276	32.72%	202,069	30.35%	696,739	98.16%
Operating Expenses	805,500	878,500	878,500	156,989	17.87%	216,892	33.29%	552,011	94.67%
Sub-Total	1,231,100	1,304,100	1,304,100	296,265	22.72%	418,961	31.81%	1,248,750	96.55%
CITY CLINIC									
Personnel Services	157,900	244,200	244,200	37,387	15.31%	20,190	14.39%	175,690	97.14%
City Sponsored Pensions	24,500	24,500	24,500	24,500	100.00%	24,915	99.86%	24,969	99.99%
Sub-Total	182,400	268,700	268,700	61,887	23.03%	45,105	27.29%	200,659	97.48%
Operating Expenses	34,900	35,600	35,600	9,163	25.74%	10,945	31.09%	43,116	96.54%
Sub-Total	217,300	304,300	304,300	71,050	23.35%	56,050	27.96%	243,775	97.32%
TOTAL EXPENSES	\$ 1,448,400	1,608,400	1,608,400	367,315	22.84%	475,011	31.30%	1,492,525	96.67%

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 Three Months Ended December 31, 2021
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
APPROPRIATED FUND BALANCE	\$ 0	0	0	0	----	0	----	0	----
REVENUES:									
Service Fees									
Mail Room	88,900	88,900	88,900	37,339	42.00%	37,846	42.96%	81,314	92.30%
Innovation & Technology	3,904,500	4,211,712	4,211,712	1,101,243	26.15%	1,030,479	29.78%	2,836,130	81.97%
Engineering	1,088,000	1,100,920	1,100,920	265,131	24.08%	245,155	29.05%	734,732	87.06%
Central Garage	2,177,700	2,246,979	2,246,979	515,759	22.95%	606,861	32.37%	1,643,459	87.65%
TOTAL REVENUES	7,259,100	7,648,511	7,648,511	1,919,472	25.10%	1,920,341	30.64%	5,295,635	84.50%
TOTAL REVENUES AND FUND BALANCE	\$ 7,259,100	7,648,511	7,648,511	1,919,472	25.10%	1,920,341	30.64%	5,295,635	84.50%
EXPENSES:									
MAIL ROOM									
Personnel Services	\$ 51,700	51,700	51,700	10,889	21.06%	10,665	21.38%	47,475	95.16%
City Sponsored Pensions	18,000	18,000	18,000	18,000	100.00%	18,900	99.95%	18,903	99.96%
Sub-Total	69,700	69,700	69,700	28,889	41.45%	29,565	42.97%	66,378	96.48%
Operating Expenses	19,200	19,200	19,200	8,450	44.01%	8,281	42.91%	15,466	80.13%
Sub-Total Mail Room	88,900	88,900	88,900	37,339	42.00%	37,846	42.96%	81,844	92.90%
INNOVATION & TECHNOLOGY									
Personnel Services	1,664,700	1,664,700	1,664,625	319,958	19.22%	301,730	20.03%	1,325,730	87.54%
City Sponsored Pensions	176,600	176,600	176,675	176,617	99.97%	192,317	99.98%	192,373	100.00%
Sub-Total	1,841,300	1,841,300	1,841,300	496,575	26.97%	494,047	29.08%	1,518,103	88.95%
Operating Expenses	1,772,600	2,009,912	2,009,912	432,449	21.52%	521,336	31.40%	1,288,726	78.53%
Capital Outlay	290,600	360,500	360,500	172,219	47.77%	15,096	14.92%	77,488	76.50%
Sub-Total Technology Resources	3,904,500	4,211,712	4,211,712	1,101,243	26.15%	1,030,479	29.78%	2,884,317	83.61%

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 Three Months Ended December 31, 2021
(Unaudited)**

	FY 2022					FY 2021			
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	ACTUAL 12/21	% OF BUDGET 12/21	ACTUAL 12/20	% OF BUDGET 12/20	ACTUAL F.Y.E.	% OF BUDGET F.Y.E.
ENGINEERING									
Personnel Services	873,800	873,800	873,709	126,339	14.46%	122,366	19.62%	535,906	85.92%
City Sponsored Pensions	81,400	81,400	81,491	81,417	99.91%	85,225	99.86%	85,300	99.94%
Sub-Total	955,200	955,200	955,200	207,756	21.75%	207,591	29.28%	621,206	87.60%
Operating Expenses	132,800	145,720	145,720	57,375	48.44%	37,564	26.79%	120,910	95.65%
Capital Outlay	0	0	0	0	----	0	----	0	----
Sub-Total Engineering	1,088,000	1,100,920	1,100,920	265,131	25.28%	245,155	28.87%	742,116	88.93%
CENTRAL GARAGE									
Personnel Services	1,141,900	1,153,400	1,153,400	224,444	19.46%	287,040	25.98%	1,100,454	99.62%
City Sponsored Pensions	159,100	159,100	159,100	159,100	100.00%	190,700	100.00%	190,700	100.00%
Sub-Total	1,301,000	1,312,500	1,312,500	383,544	29.22%	477,740	36.88%	1,291,154	99.67%
Operating Expenses	741,900	747,283	747,283	79,819	11.40%	76,725	24.62%	300,504	98.17%
Capital Outlay	134,800	187,196	187,196	52,396	55.98%	52,396	19.95%	0	19.95%
Sub-Total Central Garage	2,177,700	2,246,979	2,246,979	515,759	25.52%	606,861	32.46%	1,591,658	88.22%
TOTAL EXPENSES	<u>\$ 7,259,100</u>	<u>7,648,511</u>	<u>7,648,511</u>	<u>1,919,472</u>	26.02%	<u>1,920,341</u>	----	<u>5,299,935</u>	85.84%

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 2022
(Unaudited)**

PROGRAM	FY 2022					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2022 ACTUAL 12/21	% OF BUDGET 12/21
AIRPORT						
Aircraft Rescue & Firefighting Facility (ARFF)	\$ 979,300	979,300	979,300	-	292,897	29.91%
Airport Administration	3,576,200	4,141,429	4,142,929	1,500	2,143,765	51.75%
Maintenance	15,833,900	21,723,781	21,714,281	(9,500)	6,666,563	30.70%
Operations	1,090,300	1,102,706	1,110,706	8,000	441,283	39.73%
Security	1,275,200	1,276,357	1,276,357	-	472,153	36.99%
Sub-total	22,754,900	29,223,573	29,223,573	-	10,016,661	34.28%
CITY CLERK						
Administration of Legal Documents	96,000	70,400	69,795	(605)	37,497	53.72%
City Elections/Appointments	36,100	36,100	36,100	-	8,532	23.63%
City Council Meetings Preparation	96,000	96,000	96,000	-	22,751	23.70%
Public Records	80,300	80,300	80,905	605	24,297	30.03%
Sub-total	308,400	282,800	282,800	-	93,077	32.91%
CITY COUNCIL						
Audit	105,000	181,475	181,475	-	176,100	97.04%
City Council Support	482,200	463,325	463,325	-	75,455	16.29%
Office of the City Council	350,700	880,916	880,916	-	197,412	22.41%
Sub-total	937,900	1,525,716	1,525,716	-	448,967	29.43%
COMMUNITY REDEVELOPMENT AGENCY - CRA						
Asset Maintenance and Operation	460,800	959,395	977,095	17,700	66,308	6.79%
Community Policing	100,000	100,000	100,000	-	24,057	24.06%
Non-Capital Projects and Activities	1,474,500	5,666,919	5,666,919	-	547,171	9.66%
Redevelopment Plan Implementation	665,000	791,826	774,126	(17,700)	175,056	22.61%
2009 ECUA/WWTP Relocation	1,300,000	1,300,000	1,300,000	-	-	0.00%
Eastside Redevelopment Area Plan Implementation	294,700	1,046,969	1,046,969	-	28,233	2.70%
Westside Redevelopment Area Plan Implementation	1,202,300	2,086,929	2,086,929	-	17,511	0.84%
Sub-total	5,497,300	11,952,038	11,952,038	-	858,336	7.18%
FINANCIAL SERVICES						
Accounting	510,900	556,027	556,027	-	230,919	41.53%
Budget	58,100	96,731	96,731	-	34,313	35.47%
Contract & Lease Services	105,600	90,200	90,200	-	18,620	20.64%
Payroll	232,100	221,100	221,100	-	74,742	33.80%
Purchasing	179,300	146,643	146,643	-	51,678	35.24%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2022
(Unaudited)**

PROGRAM	FY 2022					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2022 ACTUAL 12/21	% OF BUDGET 12/21
Sub-total	1,086,000	1,110,701	1,110,701	-	410,272	36.94%
FINANCIAL SERVICES - RISK MANAGEMENT SERVICES						
Risk Management Services	1,231,100	1,304,100	1,304,100	-	296,265	22.72%
Sub-total	1,231,100	1,304,100	1,304,100	-	296,265	22.72%
FINANCIAL SERVICES - MAIL ROOM						
Mail Room	88,900	88,900	88,900	-	37,339	42.00%
Sub-total	88,900	88,900	88,900	-	37,339	42.00%
FIRE						
Administrative Support	552,400	556,315	556,315	-	193,833	34.84%
City Emergency Management	10,500	10,500	10,500	-	3,285	31.29%
Emergency Operations - Fire Suppression	8,801,800	8,824,246	8,826,666	2,420	3,181,603	36.05%
Emergency Operations - Rescue	311,200	311,200	308,780	(2,420)	97,714	31.65%
Facilities and Apparatus Management	811,300	867,103	867,103	-	310,890	35.85%
Fire Cadet	266,200	266,200	266,200	-	69,343	26.05%
Fire Code Enforcement	399,400	399,400	399,400	-	138,018	34.56%
Marine Operations	50,700	68,583	68,583	-	21,872	31.89%
Technical Support to City	10,500	10,500	10,500	-	3,285	31.29%
Training	157,700	157,700	157,700	-	61,400	38.93%
Sub-total	11,371,700	11,471,747	11,471,747	-	4,081,243	35.58%
HOUSING						
HOME Program	162,500	912,977	912,977	-	5,069	0.56%
SHIP Program	-	7,258	7,258	-	69	0.95%
Sub-total	162,500	920,235	920,235	-	5,138	0.56%
HOUSING - CDBG						
Community Development Block Grant (CDBG) Program	516,900	1,192,431	1,192,431	-	160,795	13.48%
Housing Rehabilitation	548,700	683,911	683,911	-	72,640	10.62%
Sub-total	1,065,600	1,876,342	1,876,342	-	233,435	12.44%
HOUSING - SECTION 8						
Section 8 Housing Assistance Payments Program Fund	21,796,500	26,282,959	26,282,959	-	4,675,146	17.79%
Sub-total	21,796,500	26,282,959	26,282,959	-	4,675,146	17.79%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2022
(Unaudited)**

PROGRAM	FY 2022					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2022 ACTUAL 12/21	% OF BUDGET 12/21
HUMAN RESOURCES						
Human Resources Administration	654,400	616,214	616,214	-	221,087	35.88%
Recruiting & Training	162,000	162,000	162,000	-	38,993	24.07%
Sub-total	<u>816,400</u>	<u>778,214</u>	<u>778,214</u>	<u>-</u>	<u>260,080</u>	33.42%
HUMAN RESOURCES - CLINIC						
Clinic	217,300	304,300	304,300	-	71,050	23.35%
Sub-total	<u>217,300</u>	<u>304,300</u>	<u>304,300</u>	<u>-</u>	<u>71,050</u>	23.35%
INNOVATION & TECHNOLOGY						
Innovation & Technology Administration	400,400	401,118	396,118	(5,000)	111,586	28.17%
Network/System Management	3,504,100	3,810,594	3,815,594	5,000	989,657	25.94%
Sub-total	<u>3,904,500</u>	<u>4,211,712</u>	<u>4,211,712</u>	<u>-</u>	<u>1,101,243</u>	26.15%
INSPECTION SERVICES						
Inspection Services	1,754,000	1,821,257	1,821,257	-	590,403	32.42%
Sub-total	<u>1,754,000</u>	<u>1,821,257</u>	<u>1,821,257</u>	<u>-</u>	<u>590,403</u>	32.42%
LEGAL						
Client Legal Advisory Services	931,800	859,281	859,281	-	136,505	15.89%
Sub-total	<u>931,800</u>	<u>859,281</u>	<u>859,281</u>	<u>-</u>	<u>136,505</u>	15.89%
MAYOR						
City Administrator/Cabinet	772,600	624,493	624,893	400	322,480	51.61%
Public Information Officer	140,300	151,200	150,800	(400)	26,852	17.81%
Neighborhood Services	174,300	186,699	186,699	-	35,285	18.90%
Neighborhood Challenge Grants	50,000	108,525	108,525	-	-	0.00%
Office of the Mayor	170,500	177,300	177,300	-	35,339	19.93%
Sub-total	<u>1,307,700</u>	<u>1,248,217</u>	<u>1,248,217</u>	<u>-</u>	<u>419,956</u>	33.64%
NON-DEPARTMENTAL FUNDING						
Agency funding	4,514,800	4,918,211	4,918,211	-	3,708,343	75.40%
Sub-total	<u>4,514,800</u>	<u>4,918,211</u>	<u>4,918,211</u>	<u>-</u>	<u>3,708,343</u>	75.40%
PARKING						
Parking Fund	1,144,200	1,144,950	1,144,950	-	173,302	15.14%
Sub-total	<u>1,144,200</u>	<u>1,144,950</u>	<u>1,144,950</u>	<u>-</u>	<u>173,302</u>	15.14%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2022
(Unaudited)**

PROGRAM	FY 2022					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2022 ACTUAL 12/21	% OF BUDGET 12/21
PARKS & RECREATION						
Aquatics	236,800	299,048	299,048	-	25,015	8.36%
Athletic Field Maintenance	448,300	456,192	456,192	-	139,087	30.49%
Athletics	565,200	579,016	601,646	22,630	194,493	32.33%
Office of the Director (Administration)	1,085,900	1,144,885	1,144,885	-	357,752	31.25%
Park Administration & Maintenance	2,624,200	2,753,361	2,747,906	(5,455)	992,067	36.10%
Recreation/Resource Center Administration	1,106,100	1,106,900	1,106,900	-	309,341	27.95%
Resource Center	1,146,700	1,149,770	1,132,595	(17,175)	201,625	17.80%
Senior Center	232,800	233,500	233,500	-	40,912	17.52%
Volunteer & Outdoor Pursuits	64,700	64,700	64,700	-	13,137	20.30%
Sub-total	<u>7,510,700</u>	<u>7,787,372</u>	<u>7,787,372</u>	<u>-</u>	<u>2,273,429</u>	29.19%
PARKS & RECREATION - GOLF						
Osceola Golf Course	784,700	810,709	810,709	-	272,334	33.59%
Sub-total	<u>784,700</u>	<u>810,709</u>	<u>810,709</u>	<u>-</u>	<u>272,334</u>	33.59%
PARKS & RECREATION - TENNIS						
Roger Scott Tennis Center	128,800	137,705	137,705	-	22,280	16.18%
Sub-total	<u>128,800</u>	<u>137,705</u>	<u>137,705</u>	<u>-</u>	<u>22,280</u>	16.18%
PARKS & RECREATION - CMP						
Community Maritime Park Cultural Events	1,179,900	1,658,522	1,658,522	-	456,786	27.54%
Sub-total	<u>1,179,900</u>	<u>1,658,522</u>	<u>1,658,522</u>	<u>-</u>	<u>456,786</u>	27.54%
PENSACOLA ENERGY						
Customer Service	1,331,100	1,346,158	1,352,158	6,000	388,560	28.74%
Gas Construction	4,714,000	5,686,676	5,474,876	(211,800)	2,164,753	39.54%
Gas Cost	16,320,700	16,474,400	16,474,400	-	4,771,847	28.97%
Gas Marketing	2,477,900	2,562,487	2,562,487	-	1,155,142	45.08%
Gas Operations	12,255,300	13,102,648	13,323,448	220,800	4,811,698	36.11%
Gas Training	357,300	357,200	362,200	5,000	88,426	24.41%
Infrastructure Replacement	1,040,700	1,040,700	1,020,700	(20,000)	188,995	18.52%
Sub-total	<u>38,497,000</u>	<u>40,570,269</u>	<u>40,570,269</u>	<u>-</u>	<u>13,569,421</u>	33.45%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2022
(Unaudited)**

PROGRAM	FY 2022					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2022 ACTUAL 12/21	% OF BUDGET 12/21
PLANNING SERVICES						
Business Licenses	48,600	48,600	48,600	-	16,064	33.05%
Planning Services	858,400	905,215	905,215	-	256,619	28.35%
Sub-total	907,000	953,815	953,815	-	272,683	28.59%
POLICE						
Administration - Chief's Office	1,521,900	1,576,700	1,575,931	(769)	583,661	37.04%
Cadets	431,600	431,600	431,600	-	104,998	24.33%
Central Records	479,000	479,000	479,030	30	170,760	35.65%
Communications Center	2,032,500	2,032,500	2,030,847	(1,653)	833,699	41.05%
Community Oriented Policing Squad	888,000	923,600	923,588	(12)	349,278	37.82%
Crime Scene Investigation	858,300	858,300	856,374	(1,926)	375,122	43.80%
Criminal Intelligence Unit	103,900	103,900	104,019	119	38,534	37.05%
Criminal Investigation Unit	2,631,000	2,720,500	2,722,443	1,943	1,072,548	39.40%
k-9 Unit	464,500	492,100	492,545	445	145,223	29.48%
Neighborhood Unit	669,800	687,900	689,657	1,757	266,924	38.70%
Property Management	377,700	383,080	380,705	(2,375)	152,159	39.97%
School Resource Office (SRO)	883,400	918,800	918,803	3	201,503	21.93%
Traffic	1,365,100	1,422,800	1,422,803	3	572,650	40.25%
Training/Personnel	883,000	913,256	915,750	2,494	361,563	39.48%
Uniform Patrol	9,823,600	10,151,600	10,151,535	(65)	4,307,573	42.43%
Vice & Narcotics	787,100	818,200	818,206	6	309,876	37.87%
Sub-total	24,200,400	24,913,836	24,913,836	-	9,846,071	39.52%
PORT						
Administration	511,400	641,813	649,006	7,193	270,188	41.63%
Business & Trade Development	224,000	235,618	225,505	(10,113)	38,761	17.19%
Operations & Maintenance	1,373,500	1,881,381	1,872,705	(8,676)	850,726	45.43%
Seaport Security	271,900	281,184	284,650	3,466	67,525	23.72%
Waterfront Development	173,300	193,055	192,055	(1,000)	45,923	23.91%
Port Pilot Boat Program	-	29,580	38,710	9,130	3,790	9.79%
Federal/State Matching Grant	-	504,685	504,685	-	34,529	6.84%
Sub-total	2,554,100	3,767,316	3,767,316	-	1,311,442	34.81%

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2022
(Unaudited)**

PROGRAM	FY 2022					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2022 ACTUAL 12/21	% OF BUDGET 12/21
PUBLIC WORKS & FACILITIES - GENERAL FUND						
Building Maintenance Administration	296,700	315,595	318,016	2,421	65,219	20.51%
City Facility Maintenance & Repair	1,321,700	1,433,060	1,437,682	4,622	487,252	33.89%
Daily Operations	308,700	311,192	311,328	136	71,147	22.85%
Resource Center Maintenance	130,300	133,261	126,218	(7,043)	55,775	44.19%
Street Daily Operation	1,048,100	1,069,652	1,069,652	-	205,704	19.23%
Traffic Signals & Street Lighting	1,664,500	1,948,389	1,948,253	(136)	568,076	29.16%
Traffic Striping	33,100	33,300	33,300	-	7,080	21.26%
Sub-total	<u>4,803,100</u>	<u>5,244,449</u>	<u>5,244,449</u>	<u>-</u>	<u>1,460,253</u>	<u>27.84%</u>
PUBLIC WORKS & FACILITIES - STORMWATER FUND						
Stormwater Operation & Maintenance	1,872,300	1,911,240	1,906,312	(4,928)	671,277	35.21%
Street Sweeping FDOT Roadways	63,300	64,400	66,175	1,775	15,528	23.47%
Street Sweeping Operation & Maintenance	1,026,400	1,056,383	1,059,536	3,153	295,930	27.93%
Sub-total	<u>2,962,000</u>	<u>3,032,023</u>	<u>3,032,023</u>	<u>-</u>	<u>982,735</u>	<u>32.41%</u>
PUBLIC WORKS & FACILITIES - CENTAL SERVICES FUND						
Plan Review	185,300	185,300	185,300	-	13,105	7.07%
Project Design	480,200	480,200	480,200	-	116,043	24.17%
Project Management	414,500	424,707	424,707	-	132,476	31.19%
Survey Operations Coordination	8,000	10,713	10,713	-	3,507	32.74%
Sub-total	<u>1,088,000</u>	<u>1,100,920</u>	<u>1,100,920</u>	<u>-</u>	<u>265,131</u>	<u>24.08%</u>
SANITATION SERVICES						
Code Enforcement	1,386,400	1,384,448	1,382,400	(2,048)	458,101	33.14%
Code Enforcement-Zoning/Housing	108,600	108,600	110,648	2,048	51,070	46.16%
Constituent Services	218,000	221,900	221,900	-	58,848	26.52%
Recycling Collection	1,092,500	1,098,800	1,098,800	-	251,550	22.89%
Residential Garbage Collection	3,788,000	5,047,928	5,048,829	901	2,087,117	41.34%
Transfer Station	1,669,700	1,888,647	1,888,647	-	404,860	21.44%
Yard Trash/Bulk Waste Collection	1,832,500	2,310,248	2,309,347	(901)	976,619	42.29%
Sub-total	<u>10,095,700</u>	<u>12,060,571</u>	<u>12,060,571</u>	<u>-</u>	<u>4,288,165</u>	<u>35.56%</u>

**CITY OF PENSACOLA
BUDGET PROGRAMS
FISCAL YEAR 2022
(Unaudited)**

PROGRAM	FY 2022					
	COUNCIL BEGINNING BUDGET	COUNCIL AMENDED BUDGET	CURRENT APPROVED BUDGET	DIFFERENCE APPROVED - AMENDED	FY 2022 ACTUAL 12/21	% OF BUDGET 12/21
SANITATION SERVICES - GARAGE						
Central Garage	2,177,700	2,246,979	2,246,979	-	515,759	22.95%
Sub-total	2,177,700	2,246,979	2,246,979	-	515,759	22.95%
TOTAL	\$ 177,780,600	205,609,739	205,609,739	-	63,153,250	30.72%

City of Pensacola, Florida
Investment Schedule
As of December 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>
BankUnited	CD	12/16/20		0.15%	40,000,000.00	40,000,000.00
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			94,448,747.20	94,448,747.20
TOTAL INVESTMENTS					\$ 204,448,747.20	\$ 204,448,747.20

Wells Fargo Bank is the City's primary depository.

**CITY OF PENSACOLA
DEBT SERVICE SCHEDULE
December 31, 2021
(Unaudited)**

	BALANCE 09/30/21	ADDITION OR (RETIREMENT) OF PRINCIPAL	ESTIMATED BALANCE 12/31/21	REQUIRED RESERVES ^(a)	FUTURE INTEREST	MATURITY DATE
2008 AIRPORT TAXABLE CFC REVENUE NOTE	5,800,000.00	(5,800,000.00)	0.00	0.00	0.00	12/31/21
2011 GAS SYSTEM REVENUE NOTE	549,000.00	(549,000.00)	0.00	0.00	0.00	10/01/21
2015 AIRPORT REFUNDING REVENUE NOTE	7,715,000.00	(1,020,000.00)	6,695,000.00	1,219,797.50	610,087.50	10/01/27
2016 LOCAL OPTION GAS TAX REVENUE BOND	8,729,000.00	(1,390,000.00)	7,339,000.00	0.00	407,797.20	12/31/26
2016 GAS SYSTEM REVENUE NOTE	11,002,000.00	(1,283,000.00)	9,719,000.00	0.00	581,938.00	10/01/26
2016 EASTSIDE REDEVELOPMENT REVENUE LOAN	500,000.00	0.00	500,000.00	0.00	302,949.00	12/31/45
2017 EASTSIDE REDEVELOPMENT REVENUE BOND	1,096,000.00	0.00	1,096,000.00	0.00	317,382.30	04/01/37
2017 WESTSIDE REDEVELOPMENT REVENUE BOND	3,423,000.00	0.00	3,423,000.00	0.00	990,691.65	04/01/37
2017 AIRPORT REFUNDING REVENUE NOTE	4,630,000.00	(595,000.00)	4,035,000.00	0.00	364,452.00	10/01/27
2017 INFRASTRUCTURE SALES SURTAX REVENUE BOND	18,821,000.00	(2,181,000.00)	16,640,000.00	0.00	1,461,505.50	10/01/28
2017 URBAN CORE REDEVELOPMENT REVENUE BOND	7,465,000.00	0.00	7,465,000.00	0.00	1,868,166.50	04/01/40
2018 AIRPORT REFUNDING REVENUE NOTE	27,325,000.00	(1,074,000.00)	26,251,000.00	2,149,814.60	10,231,676.40	10/01/38
2019 URBAN CORE REDEV REFUNDING AND IMPROV REV BOND	56,668,819.00	0.00	56,668,819.00	0.00	25,863,094.64	12/31/43
TOTAL	<u>\$ 153,723,819.00</u>	<u>(13,892,000.00)</u>	<u>139,831,819.00</u>	<u>3,369,612.10</u>	<u>42,999,740.69</u>	

(a) Does not include required O&M and R&R reserves.

CITY OF PENSACOLA
DEBT SERVICE SCHEDULE BY ALLOCATION
December 31, 2021
(Unaudited)

	BALANCE 09/30/21	ADDITION OR (RETIREMENT) OF PRINCIPAL	ESTIMATED BALANCE 12/31/21	REQUIRED RESERVES ^(a)	FUTURE INTEREST	MATURITY DATE
<u>LOCAL OPTION GAS TAX FUND</u>						
2016 LOCAL OPTION GAS TAX REVENUE BOND	8,729,000.00	(1,390,000.00)	7,339,000.00	0.00	407,797.20	12/31/26
TOTAL LOCAL OPTION GAS TAX FUND	8,729,000.00	(1,390,000.00)	7,339,000.00	0.00	407,797.20	
<u>COMMUNITY REDEVELOPMENT AGENCY</u>						
2016 EASTSIDE REDEVELOPMENT REVENUE LOAN	500,000.00	0.00	500,000.00	0.00	302,949.00	12/31/45
2017 EASTSIDE REDEVELOPMENT REVENUE BOND	1,096,000.00	0.00	1,096,000.00	0.00	317,382.30	04/01/37
2017 WESTSIDE REDEVELOPMENT REVENUE BOND	3,423,000.00	0.00	3,423,000.00	0.00	990,691.65	04/01/37
2017 URBAN CORE REDEVELOPMENT REVENUE BOND	7,465,000.00	0.00	7,465,000.00	0.00	1,868,166.50	10/01/28
2019 URBAN CORE REDEV REFUNDING AND IMPROV REV BOND	56,668,819.00	0.00	56,668,819.00	0.00	25,863,094.64	12/31/43
TOTAL COMMUNITY REDEVELOPMENT AGENCY	69,152,819.00	0.00	69,152,819.00	0.00	29,342,284.09	
<u>LOCAL OPTION SALES TAX FUND</u>						
2017 INFRASTRUCTURE SALES SURTAX REVENUE BOND	18,821,000.00	(2,181,000.00)	16,640,000.00	0.00	1,461,505.50	10/01/28
TOTAL LOCAL OPTION SALES TAX FUND	18,821,000.00	(2,181,000.00)	16,640,000.00	0.00	1,461,505.50	
<u>GAS UTILITY FUND</u>						
2011 GAS SYSTEM REVENUE NOTE	549,000.00	(549,000.00)	0.00	0.00	0.00	10/01/21
2016 GAS SYSTEM REVENUE NOTE	11,002,000.00	(1,283,000.00)	9,719,000.00	0.00	581,938.00	10/01/26
TOTAL GAS UTILITY FUND	11,551,000.00	(1,832,000.00)	9,719,000.00	0.00	581,938.00	
<u>AIRPORT FUND</u>						
2008 AIRPORT TAXABLE CFC REVENUE NOTE	5,800,000.00	(5,800,000.00)	0.00	0.00	0.00	12/31/21
2015 AIRPORT REFUNDING REVENUE NOTE	7,715,000.00	(1,020,000.00)	6,695,000.00	1,219,797.50	610,087.50	10/01/27
2017 AIRPORT REFUNDING REVENUE NOTE	4,630,000.00	(595,000.00)	4,035,000.00	0.00	364,452.00	10/01/27
2018 AIRPORT REFUNDING REVENUE NOTE	27,325,000.00	(1,074,000.00)	26,251,000.00	2,149,814.60	10,231,676.40	10/01/38
TOTAL AIRPORT FUND	45,470,000.00	(8,489,000.00)	36,981,000.00	3,369,612.10	11,206,215.90	
TOTAL	\$ 153,723,819.00	(13,892,000.00)	139,831,819.00	3,369,612.10	42,999,740.69	

(a) Does not include required O&M and R&R reserves.

CITY OF PENSACOLA
SCHEDULE OF LEGAL COSTS
December 31, 2021
(Unaudited)

ATTORNEY NAME OR FIRM	AMOUNT PAID	NATURE OF SERVICES PROVIDED
RISK MANAGEMENT:		
COLLEEN CLEARY ORTIZ PA	\$ 27,667.53	Workers Compensation Claims
QUINTAIROS PRIETO WOOD & BOYER PA	4,265.99	Workers Compensation and Liability Claims
SNIFFEN & SPELLMAN PA	21,921.73	Police Liability Claims
WILSON HARRELL & FARRINGTON PA	47,806.57	Claims and Litigation
SUBTOTAL:	101,661.82	
ST AEROSPACE:		
BEGGS & LANE	36,019.50	Airport VT Mobile Aerospace Engineering Project
SUBTOTAL:	36,019.50	
ALL OTHER LEGAL COSTS:		
ALLEN NORTON & BLUE P A	13,407.08	Administrative, Collective Bargaining and Employee Matters
BEGGS & LANE	3,435.00	Contract and Real Estate Law
CARLTON FIELDS JORDEN BURT	4,410.00	Superfund and Other Environmental Matters
GALLOWAY, JOHNSON, TOMPKINS, BURR AND SMITH	2,507.00	Skanska Barge Matters
MCCARTER & ENGLISH LLP	1,769.27	Natural Gas Industry
PITTMAN LAW GROUP, PL	10,263.26	Council Districting
RAY, JR LOUIS F	5,742.00	Code Enforcement Special Magistrate
V. KEITH WELLS P.A.	2,000.00	Employee Personnel Board Attorney
SUBTOTAL:	43,533.61	
REPORT TOTAL:	\$ 181,214.93	

**TREE PLANTING TRUST FUND
FISCAL YEAR 2022
PARKS AND RECREATION
FEES COLLECTED THROUGH DECEMBER 31,2022**

<u>Address</u>	<u>District</u>	<u>Amount</u>	<u>Purpose</u>
245 Brent Ln.	5	30,000.00	New Commercial
1203 E Hayes St.	5	5,000.00	Tree Cutting Fine- No Permit
Total		<u>35,000.00</u>	

CITY OF PENSACOLA
Contracts/ Expenditures
Over \$25,000 Approved By Mayor
10/01/21 - 12/31/21

NAME OF COMPANY	NATURE OF SERVICES PROVIDED & DEPARTMENT	SBE	PURCHASE METHOD	AMOUNT PAID	BUDGETED
<u>CONTRACT RENEWALS/ EXTENSIONS</u>					
Elite Line Services, Inc.	Maintenance/Operation of Baggage Handling System – Airport	No	Year 5 of 5 Contract	312,986.00	Yes
E.W. Bullock Associates	Contract for Professional Advertising for Pensacola Energy – Pensacola Energy	Yes	Year 2 of 3 Contract	465,000.00	Yes
Florida Cleaning System, Inc. dba FCS Facility Services	Janitorial Cleaning Services – Airport	No	Year 3 of 3 Year Contract #19-008	507,400.00	Yes
Image Development Marketing	FY22 Advertising/Marketing Services – Airport	No	Year 2 of 3 Bid No. 20-023	580,000.00	Yes
Motorola Solutions, Inc. Technology	Motorola Maintenance Renewal 10/01/2021 – 09/30/2022 Resources	No	Single Quote	379,743.00	Yes
<u>QUOTES & DIRECT NEGOTIATIONS</u>					
Equipment Controls Co., Inc.	Sensus R275 68 Index 1-A Sprague Spud Meters – Pensacola Energy	No	Sole Source	714,880.00	Yes
Playcore Wisconsin, Inc. dba GameTime	Sanders Beach-Corrine Jones Playground Equipment Purchase – Parks & Recreation	No	Quotations	286,529.00	Yes
<u>STATE, FEDERAL OR OTHER BUYING CONTRACTS</u>					
Bozard Ford Company	Three (3) White E450 Shuttle Vans – Airport	No	FL Sheriffs Assoc. Contract # 20-VEL28.0	313,185.00	Yes
<u>OWNER DIRECT PURCHASE FOR VT AEROSPACE HANGER PROJECT</u>					
Mathes Electric Supply Co., Inc.	ODP Supplies VTMAE Hangar 2 Electrical Supplies – Airport	No	Owner Direct Purchase	428,662.00	Yes

Financial Report

City of Pensacola

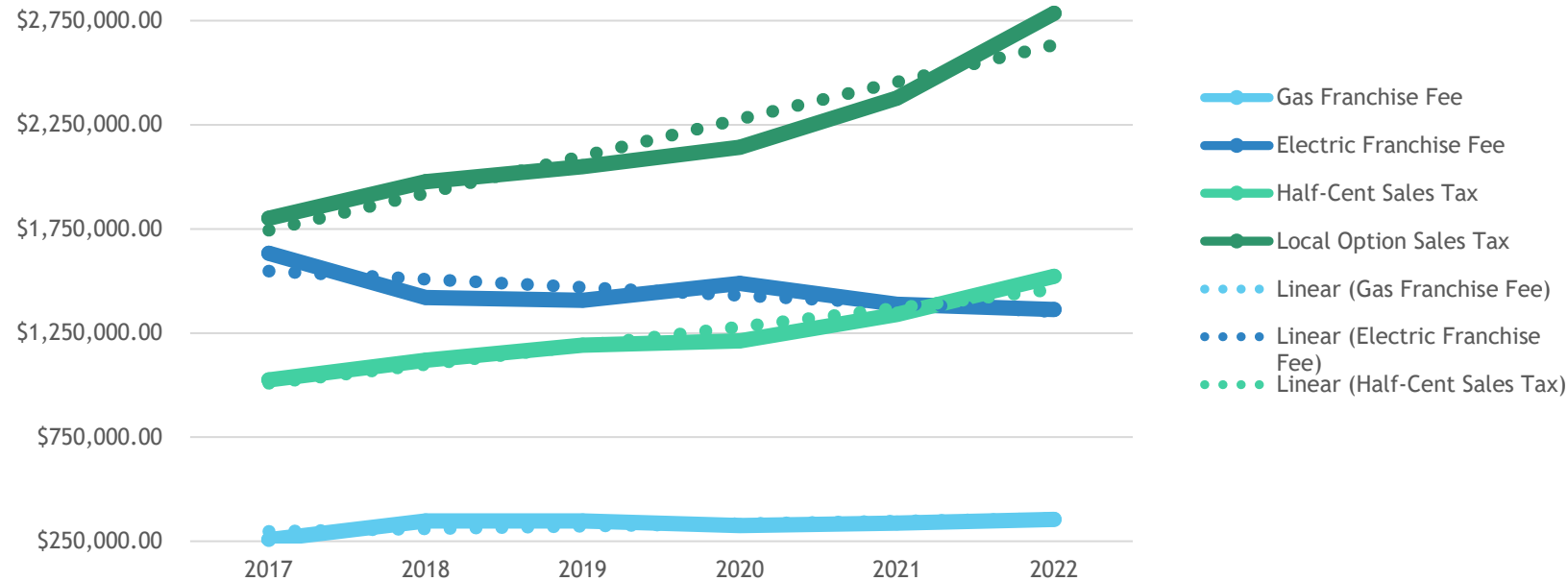
1st Quarter Financial Statements

Three Months Ending December 31, 2021

FY2022 Issues

- ▶ Half-Cent Sales Tax & Local Option Sales Tax
 - ▶ Growth from FYE 2020 to FYE 2021
 - ▶ Half-Cent Sales Tax increased by **23.22%**
 - ▶ Local Option Sales Tax increased by **22.02%**
- ▶ Ad Valorem Taxable Valuations
 - ▶ Positive Growth
- ▶ 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 State Revenue Sharing, Half-Cent Sales Tax, and the Transfer from Pensacola Energy
- Franchise Fees & Public Service Tax - **-\$104,200 or 3.4%**
- Half-Cent Sales Tax - **+\$211,400 or 26.18%**
- Communication Services Tax - **+\$12,200 or 2.37%**
- Municipal Revenue Sharing - **+\$25,900 or 4.42%**

Tree Planting Trust Fund

- ▶ Revenues and expenditures recorded in the General Fund
 - ▶ Total contributions plus interest income - \$35,248
 - ▶ Expenditures/encumbrances - \$5,600
 - ▶ End of 1st quarter unencumbered balance - \$313,945
 - ▶ Marketplace greenway - \$100,000
 - ▶ Tree replacement/City parks - \$150,000
 - ▶ City Council - \$49,424

Park Purchases Trust Fund

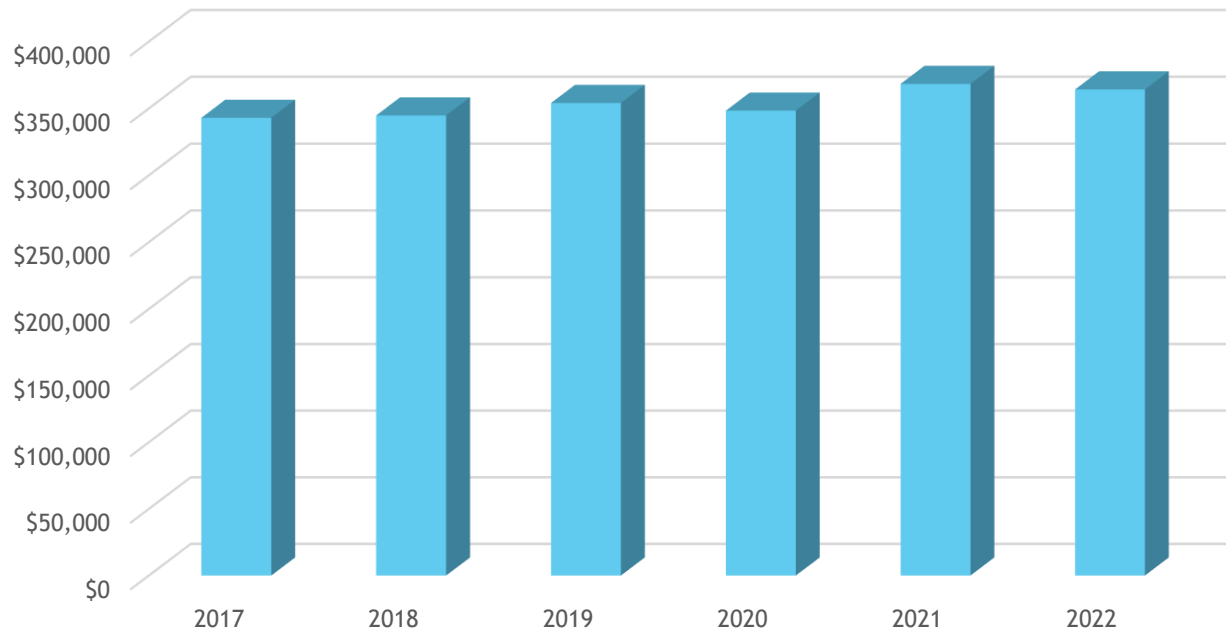
- ▶ Revenue and expenditures recorded in the General Fund
 - ▶ Total Contributions plus interest income - \$2
 - ▶ Expenditures/encumbrances - \$0
 - ▶ End of 3rd quarter unencumbered balance - \$4,737

Housing Initiatives Fund

- ▶ Revenues and expenditures recorded in General Fund
 - ▶ 1st quarter “Housing Initiatives Fund” total contributions \$3,214
 - ▶ “Housing Initiatives Fund” expenditures/encumbrances - \$9,007
 - ▶ End of 1st quarter unencumbered balance for “Housing Initiatives Fund” - \$463,616

Special Revenue Funds

- ▶ Local Option Gasoline Tax Fund (LOGT)
 - ▶ Revenue was \$16,500 or 6.99% above budget for quarter
 - ▶ Staff is monitoring trends to gauge impacts of current events



Special Revenue Funds - Parking Management Fund

- ▶ Parking Management Fund
 - ▶ Revenues exceeded expenditures by \$82,000

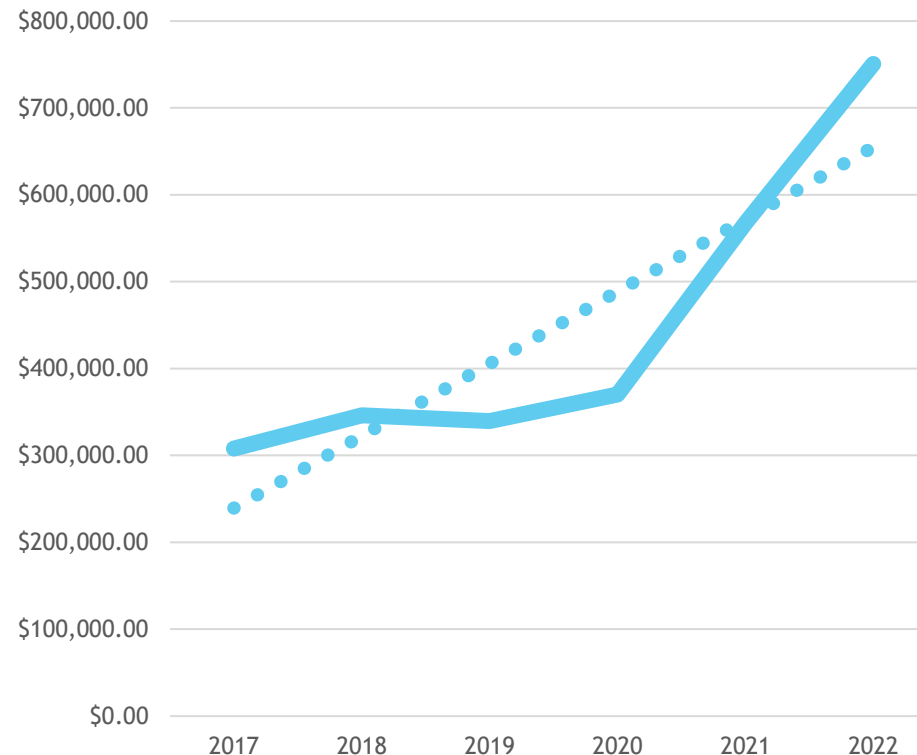
Special Revenue Funds - Golf Course

- ▶ Municipal Golf Course Fund
 - ▶ Expenditures exceeded revenue by **\$113,100** before General Fund subsidy (**\$62,500**)
 - ▶ \$100 less than FY2021 1st quarter revenues
 - ▶ **6,311** Rounds Played in 1st Quarter of FY 2022 - an Increase of **75** Rounds From FY 2021
 - ▶ **2,032** of Driving Range Usage in 1st Quarter of FY 2022 - an Increase of **54** Driving Range Usage from FY 2021

Special Revenue Funds - Inspection Fund

▶ Inspection Services Fund

- ▶ In Total Revenues Exceeded Expenditures By **\$160,400**
- ▶ Revenues were **\$183,200** more than the Prior Year
 - ▶ Continued Strong Demand for Housing & Construction Activity
- ▶ Council Approved Budget Resolution 2022-018, February 10, 2022
 - ▶ Additional Staff, Equipment, Two Ford Ranger Pick-up Trucks
- ▶ Expenditures Were Consistent With Budget



Special Revenue Funds – Tennis Fund

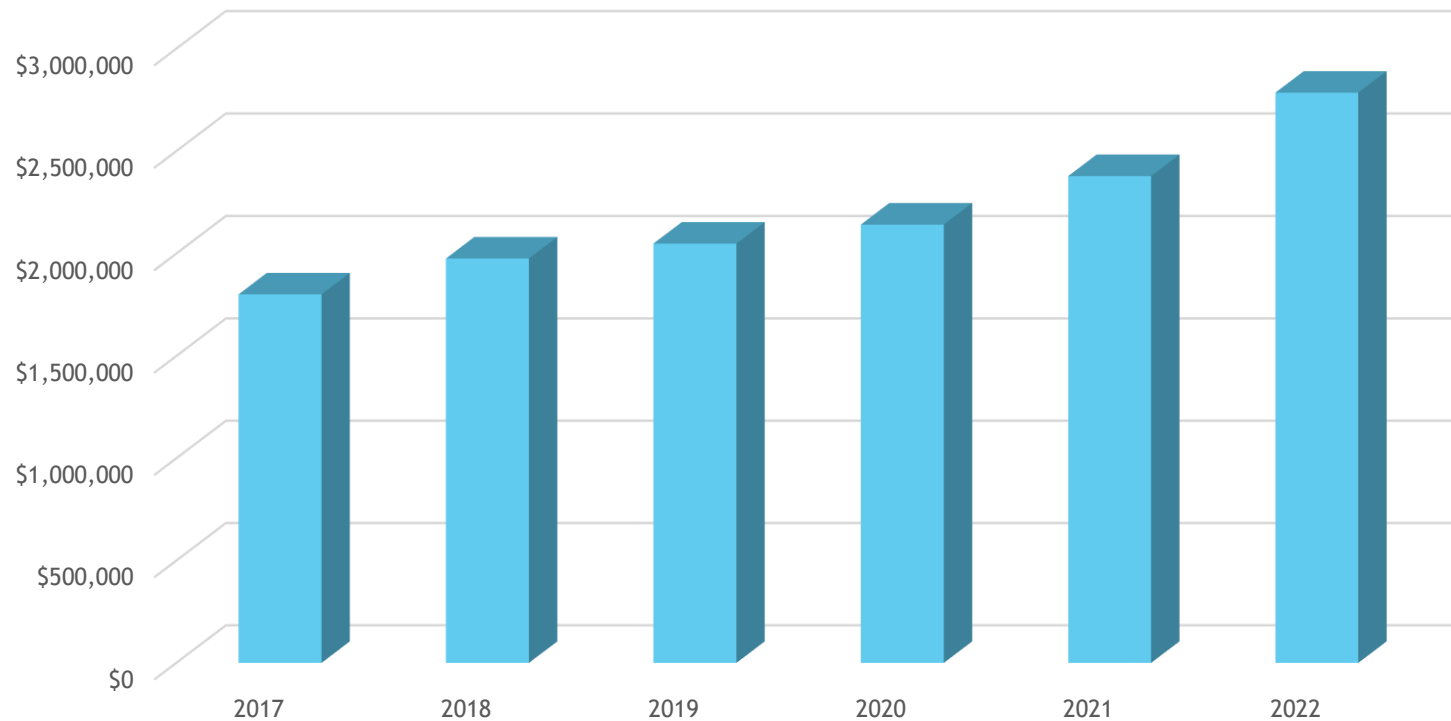
- ▶ Roger Scott Tennis Center (RSTC)
 - ▶ Revenues exceeded expenditures by \$9,100
 - ▶ Expenditures not anticipated to exceed budget
 - ▶ Three-year contract for operation & management of RSTC negotiations continue
 - ▶ Currently City receives a minimum annual revenue of \$125,000

Special Revenue Funds - Community Maritime Park Fund

- ▶ Community Maritime Park Management Services Fund
 - ▶ Expenditures exceed revenues by **\$314,000**. This will continue until the 4th quarter.
 - ▶ Revenues are **\$323,700** lower than prior year
 - ▶ Limited activities at Park continue.

Capital Projects Funds

- ▶ Local Option Sales Tax Fund
 - ▶ Revenues exceeded budget by **\$491,800** or **32.32%**
 - ▶ Current extension of LOST through 12/31/2028



Capital Projects Fund

- ▶ Stormwater Capital Projects Fund
 - ▶ General Fund transfer - \$1,732,800
 - ▶ City Council Adopted Resolution No. 2021-32
 - ▶ Sets the General Fund transfer at \$2,735,000

Enterprise Funds

▶ Gas Utility Fund

- ▶ Fund Balance and revenues were below expenses and encumbrances by **\$1,792,700**
 - ▶ Capital outlay, debt service and transfers
- ▶ 1st Quarter FY22 revenues were above FY21 revenues by **\$2,434,690** or **24.82%**
- ▶ 1st Quarter FY22 purchases of inventory were above FY21 purchases by **\$2,024,019**

Enterprise Funds - Sanitation

- ▶ Sanitation Fund
 - ▶ Fund balance and operating revenue were above operating expenses and encumbrances by **\$56,100**.
 - ▶ Fund revenues were **\$101,000** above FY21 revenues
 - ▶ CPI rate increase for FY2022
 - ▶ Monthly rate increased by \$1.04 per month
 - ▶ Equipment surcharge increased by \$.08

Enterprise Funds - Port of Pensacola

- ▶ Port of Pensacola
 - ▶ Fund balance and revenues were more than expenses and encumbrances by **\$114,900**.
 - ▶ Revenues were below FY21 revenues by **\$81,900**
 - ▶ Decrease in storage
 - ▶ Warehouse #4 storage being utilized less

Enterprise Funds - Airport Fund

- ▶ Airport Fund
 - ▶ Fund balance and revenue exceeded expenses and encumbrances by **\$7,300,000**
 - ▶ Passenger traffic increased by **67.2%** compared to 1st quarter of FY2021
 - ▶ Airport revenues were **\$2,352,100** above FY2021

Investment Returns

Month	FY2022	FY2021	FY2020
October	.18%	1.06%	1.96%
November	.18%	1.07%	1.76%
December	.16%	.40%	1.52%

Legal Costs Schedule

CITY OF PENSACOLA
SCHEDULE OF LEGAL COSTS
December 31, 2021
(Unaudited)

ATTORNEY NAME OR FIRM	AMOUNT PAID	NATURE OF SERVICES PROVIDED
RISK MANAGEMENT:		
COLLEEN CLEARY ORTIZ PA	\$ 27,667.53	Workers Compensation Claims
QUINTAIROS PRIETO WOOD & BOYER PA	4,265.99	Workers Compensation and Liability Claims
SNIFFEN & SPELLMAN PA	21,921.73	Police Liability Claims
WILSON HARRELL & FARRINGTON PA	47,806.57	Claims and Litigation
SUBTOTAL:	101,661.82	
ST AEROSPACE:		
BEGGS & LANE	36,019.50	Airport VT Mobile Aerospace Engineering Project
SUBTOTAL:	36,019.50	
ALL OTHER LEGAL COSTS:		
ALLEN NORTON & BLUE P A	13,407.08	Administrative, Collective Bargaining and Employee Matters
BEGGS & LANE	3,435.00	Contract and Real Estate Law
CARLTON FIELDS JORDEN BURT	4,410.00	Superfund and Other Environmental Matters
GALLOWAY, JOHNSON, TOMPKINS, BURR AND SMITH	2,507.00	Skanska Barge Matters
MCCARTER & ENGLISH LLP	1,769.27	Natural Gas Industry
PITTMAN LAW GROUP, PL	10,263.26	Council Districting
RAY, JR LOUIS F	5,742.00	Code Enforcement Special Magistrate
V. KEITH WELLS P.A.	2,000.00	Employee Personnel Board Attorney
SUBTOTAL:	43,533.61	
REPORT TOTAL:	\$ 181,214.93	